



WIRELESS INTERNET SUBSCRIPTION AND RELATED EQUIPMENT AGREEMENT

The undersigned Southern Tier Wireless (STW) Subscriber hereby agrees to the provision of wireless Internet service and equipment, which may include equipment for subscriber site antenna and computer interface equipment, provided by STW ("the Service") and use of the Service in the manner herein set forth:

1. Provision of Service. STW will provide Subscriber with wireless broadband Internet access subject to the terms and conditions of this Agreement. Service availability is dependent upon acceptable signal conditions between STW network access points and the Subscriber's premises. Service speeds and performance may vary based on environmental conditions, network congestion, and other technical factors.

2. Residential Service Plans. Residential Service Plans are intended for personal, non-commercial use within a single household. Subscribers may connect multiple personal devices through a router or similar networking equipment; however, any business or commercial use of the Service requires a separate written agreement with STW. STW provides free residential support for Internet signal quality during normal business hours. While technical issues may be submitted 24/7 via our online contact form or email, live phone assistance is available Monday through Friday, 9:00 am to 5:00 pm at 1-(877)-814-0313. Please note that technical support for internal home networking or individual personal computers is not provided by the Service.

3. Service Interruptions and Network Availability. STW does not guarantee uninterrupted or error-free Service. The Service may be temporarily unavailable due to scheduled maintenance, tower maintenance, weather conditions, radio interference, power outages, network congestion, equipment failure, or other conditions beyond STW's control. Subscriber acknowledges that such interruptions may occur and agrees that STW shall not be liable for any damages or losses resulting from temporary Service outages or performance degradation.

4. Installation and Access. Subscriber grants STW permission to install, maintain, repair, replace, and remove equipment necessary to provide the Service on the Subscriber's premises. Subscriber agrees to provide reasonable access during normal business hours and ensures the

work area will be clear of all hazards, including unrestrained animals, moved furniture, and debris, to allow for safe and efficient service.

- **4.1 Installation and Service Charges.** Installation fees cover the cost of equipment setup, mounting hardware, cabling, labor, and network configuration necessary to establish the Service. Installation charges are non-refundable once installation has been completed. Additional service visits requested by the Subscriber that are not related to STW equipment or network performance may be subject to standard service call charges as outlined in Section 6.2.
- **4.2 Equipment Protection.** Subscriber agrees not to move, alter, tamper with, modify, or attempt to repair any equipment installed by STW. All service and maintenance of STW equipment must be performed only by authorized STW personnel. Subscriber shall be responsible for any damage to STW equipment located on the Subscriber's premises caused by misuse, neglect, vandalism, or unauthorized modification. If STW is required to dispatch personnel due to Subscriber's breach of this section, Subscriber agrees to pay standard service call fees as detailed in Section 6.2, plus the cost of any replacement parts.
- **4.3 Relocation of Service.** Service is provided only at the specific service address where the equipment is installed. If Subscriber relocates or requests the Service be moved to another location, STW must evaluate whether Service is available at the new location. Relocation of Service may require additional installation fees and equipment adjustments.

5. Ownership. STW owns the Service and all rights, title, and interest in and to the Service, which includes certain STW equipment installed on the subscriber's premises, the Network, and the Site. All equipment installed by STW remains the sole property of STW unless otherwise stated in writing.

Equipment owned by STW that is lost, stolen, or damaged while in the possession of the Subscriber will be charged to the Subscriber at full replacement cost. Subscriber agrees to return all STW-owned equipment within fifteen (15) days of service termination in good working condition, normal wear and tear excepted. STW will notify Subscriber if the equipment has not been returned. Subscriber agrees that if the equipment has not been returned within thirty (30) days of such termination notice, Subscriber will be invoiced for and responsible for paying the replacement cost of the equipment, including reasonable licensing fees or other costs associated with replacement. Subscriber agrees that Subscriber's credit card or payment method on file may be charged for the invoiced amount. Subscriber shall not move, alter, tamper with, or permit others to service any STW equipment without prior written authorization from STW.

6. Hardware Requirements. You must have pre-approved hardware to access and use the Service. Subscriber will be solely responsible for obtaining and maintaining the computer equipment necessary to access and use the service, including wireless or standard network cards, computer hardware, and software, and for ensuring that such equipment is compatible with STW subscriber computer requirements.

- **6.1 Non-STW Equipment Disclaimer.** STW shall not be held liable for the performance, compatibility, maintenance, or failure of any hardware, routers, or equipment not provided directly by STW ("Non-STW Equipment"). While STW may, at its discretion, exercise commercially reasonable best efforts to assist the Subscriber in configuring or troubleshooting Non-STW Equipment to work with the Service, STW does not guarantee functionality or results. Any such technical support is provided as a courtesy "as-is." STW assumes no liability for any damages, data loss, or service interruptions resulting from the use or configuration of Non-STW Equipment.
- **6.2 Service Call and Labor Fees.** Service fees will be applied for any non-covered repair, service calls resulting from subscriber tampering, or equipment service that involves Non-STW hardware. A standard service call includes an initial visit fee of \$50.00, plus a labor charge of \$25.00 per hour for every subsequent hour, in addition to the cost of any necessary parts.

7. Acceptable Use Policy. STW Terms of Acceptable Use and other policies govern your use of the Service at all times, as well as any other STW policies applicable to Internet use. The complete Acceptable Use Policy is available online at www.southerntierwireless.com. You agree to permit STW or its representatives to access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of the Service. STW will not disclose the existence or occurrence of such an investigation unless required by law, but STW reserves the right to terminate your account immediately, with or without notice to you, and without liability to you, if STW believes that you have violated this Agreement, any of the Terms of Acceptable Use or any other STW policy, furnished STW with false or misleading information, or interfered with the use of the Service by other users. STW further reserves the right to terminate any accounts that have been inactive for ninety (90) days or longer. STW may modify, suspend, or discontinue the Service at any time, with or without notice, and without liability to you, any other user, or any third party.

- **7.1 Network Abuse and Excessive Use.** Subscriber agrees not to use the Service in a manner that interferes with the normal operation of the STW network or the use of the Service by other subscribers. STW reserves the right to monitor network usage and may take reasonable action, including limiting, suspending, or terminating Service, if a Subscriber's use is determined to cause network congestion, excessive bandwidth consumption, or disruption of Service to other users.

8. Payment. In exchange for your use of the Service, you agree to pay usage fees according to the Subscription Plan (identified below). Prorated charges, the normal installation charge, charges for lost/stolen/damaged equipment, as well as all recurring monthly charges will appear as separate line items on your bill each month. Recurring charges for the Service are assessed for the current month. Payment in full is due within twenty (20) days of the billing date. Past due accounts will result in suspension and possible termination of the Service and will be processed in accordance with applicable STW collections Rules & Policy.

9. Privacy. STW respects your privacy and permits you to control the treatment of your personal information. In accordance with STW's Privacy Policy, STW will not disclose to any third party

your name, address, email address, telephone number, or any other personal information without your prior consent, except as may be required by law.

10. Disclaimer of Warranties (Please Read Carefully). STW is providing the Service to you "AS IS" without a warranty of any kind. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM THE USE OF OR INABILITY TO USE THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, STW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE AND STW'S PERFORMANCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. STW DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

11. Limitation of Liability (Please Read Carefully). STW's liability to you is limited in that the Service may contain errors, design flaws, or other problems, and that use of the Service may result in unpredictable damage or loss to you, including without limitation unexpected results or loss of data. Service may be temporarily unavailable due to maintenance, weather conditions, power outages, equipment failure, or other circumstances beyond STW's control. STW's maximum liability shall not exceed the amount paid by the Subscriber for the Service during the three (3) months preceding the claim. YOU AGREE TO USE ALL OF STW'S SERVICES AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL STW BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY STW.

12. Indemnification (Please Read Carefully). You agree to indemnify STW for all of your acts and omissions. You agree to indemnify, defend, and hold harmless STW, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third-party claims, losses, liability, damages, and/or costs (including reasonable attorneys' fees and costs) arising from your use of the Service, your violation of the Terms of Acceptable Use, or your infringement (or infringement by any other user of your account) of any intellectual property or other rights of any person or entity. STW will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

13. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York and applicable federal law without reference to its rules regarding conflicts of law. The venue for any legal action shall be in Allegany County, New York.

14. Terms of Agreement. Service under this Agreement begins on the date the Service is activated at the Subscriber's premises and will continue on a month-to-month basis unless terminated by either party. Either the Subscriber or STW may terminate the Service at any time by providing at least thirty (30) days' notice. All monthly service charges incurred prior to the

termination date remain the responsibility of the Subscriber and must be paid in full. If Service is suspended or disconnected due to nonpayment, account changes, relocation of the Subscriber, or voluntary suspension, a reconnection or reactivation fee may apply. The amount of the reconnection fee will vary depending on the circumstances and any required service work.

15. Entire Agreement & Revisions. This Agreement constitutes the entire agreement between STW and you with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications, or agreements not specifically incorporated herein. STW may modify the Service, revise the terms and conditions of this Agreement, or revise its billing rates and other fees. STW will post any such revisions to the STW Website and, in the case of material changes or rate increases, provide Subscribers at least thirty (30) days' advance notice via email or billing notification prior to taking effect. You agree that, by continuing to use the service following notice of any revision, you agree to abide by any such revision.

16. Reservation of Rights. STW reserves the right to refuse service to anyone for any reason not prohibited by law. STW further reserves the right to suspend or terminate Service to any subscriber for any reason not prohibited by law.

17. Binding Effect. This Agreement shall **inure** to the benefit of STW's successors, assigns, and licensees.

Subscriber Acknowledgment

By signing below, the Subscriber acknowledges that they have read, understood, and agree to be bound by the terms of this Agreement.

Subscriber's Name (print):	Service Plan (circle one): Copper Bronze Silver Gold
Subscriber's Signature:	Router Rental Fee: Starts at \$5.00 plus tax.
Service Address:	Quantity of Routers Rented:
Billing Address:	Installation Fee: Standard: (\$135.00 + Tax)
Subscriber's Phone Number:	Custom Installation Fee: (See Invoice for Details)
Subscriber's Email Address (print):	Promotional Offer:
Landowner Permission to Install: (if not the subscriber)	
Landowner Name (print):	Landowner's Phone Number:
Landowner Signature:	Landowner's Email Address:
Customer Referral:	Installer Completing Work (initial):