

WIRELESS INTERNET SERVICE AND EQUIPMENT AGREEMENT

This Wireless Internet Service and Equipment Agreement (“Agreement”) is entered into between **Southern Tier Wireless, Inc. (“STW”)** and the undersigned subscriber (“Subscriber”). By signing this Agreement, Subscriber agrees to the terms and conditions governing the provision of wireless internet service and related equipment by STW.

1. Provision of Service

STW agrees to provide Subscriber with wireless internet access (“Service”) subject to the terms and conditions of this Agreement. Service is provided via wireless transmission from STW access points to equipment installed at Subscriber’s premises.

Service availability and performance depend on acceptable signal conditions between STW’s network infrastructure and the Subscriber’s location. Internet speeds are provided on a **best-effort basis** and are advertised as “**up to**” speeds. Actual speeds may vary based on signal quality, network traffic, equipment limitations, environmental conditions, and other factors beyond STW’s control.

Subscriber agrees to comply with all terms of this Agreement and all applicable STW policies while using the Service.

2. Residential Service Plans

Residential service plans are intended solely for **personal, non-commercial use within a single household**. Subscriber may connect multiple personal devices within the household through a router or similar networking equipment.

Residential technical support relating to signal quality is available via email **twenty-four (24) hours per day, seven (7) days per week**. Telephone support is available during normal business hours:

Monday – Friday
9:00 AM – 5:00 PM

Phone: **1-877-814-0313**

STW does not provide technical support for Subscriber-owned networking equipment, personal computers, or internal home networks unless otherwise agreed in writing.

Business or commercial use of the Service requires a separate written agreement with STW.

3. Installation and Access

Subscriber grants STW and its authorized representatives permission to install, maintain, repair, replace, upgrade, and remove equipment necessary to provide the Service at the Subscriber's premises.

Subscriber agrees to provide reasonable access to the premises during normal business hours for installation, maintenance, or removal of equipment.

Installation charges cover the cost of labor, equipment mounting, cabling, configuration, and other materials required to establish service at the Subscriber's location.

4. Equipment Ownership

All equipment installed by STW in connection with the Service, including antennas, radios, mounting hardware, and related components ("Equipment"), **remains the sole property of STW unless otherwise stated in writing.**

Subscriber agrees not to move, alter, tamper with, damage, or allow any third party to service STW equipment.

Upon termination of Service, Subscriber agrees to return all STW-owned equipment within **ten (10) days** in good working condition, normal wear and tear excepted.

If equipment is not returned within **thirty (30) days**, Subscriber agrees to pay the full replacement cost of the equipment. STW may charge the Subscriber's credit card on file for any unpaid equipment charges.

Subscriber is responsible for the replacement cost of any equipment that is **lost, stolen, damaged, or destroyed while in Subscriber's possession.**

5. Subscriber Equipment and Hardware Requirements

Subscriber is responsible for obtaining and maintaining all computer equipment required to access the Service, including computers, routers, network cards, and related hardware or software.

Subscriber must ensure that such equipment is compatible with STW service requirements.

Service calls involving non-STW equipment or customer-owned network issues may be billed as follows:

- **\$50.00 service call fee for the initial visit**
 - **\$25.00 per hour thereafter for labor**
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6. Acceptable Use Policy

Subscriber agrees to comply with STW's **Acceptable Use Policy ("AUP")**, which governs the use of the Service.

The AUP is available at:

www.southerntierwireless.com

STW reserves the right to investigate suspected violations of the AUP or misuse of the Service. Subscriber authorizes STW to access account records as necessary to investigate complaints, enforce policies, or comply with applicable law.

STW reserves the right to **suspend or terminate Service immediately**, with or without notice, if STW determines that Subscriber has violated this Agreement, the AUP, or any applicable STW policy.

7. Billing and Payment

Subscriber agrees to pay all applicable service charges associated with the selected service plan.

Charges may include but are not limited to:

- Installation fees
- Monthly service fees
- Equipment replacement charges
- Service call fees
- Applicable taxes and regulatory fees

Recurring monthly service charges are billed in advance for the current billing cycle.

Payment is due **within twenty (20) days** from the billing date. Accounts that remain unpaid after the due date may be subject to **service suspension, termination, and collection procedures**.

A reconnection fee may apply for accounts suspended due to nonpayment.

8. Privacy Policy

STW respects the privacy of its subscribers. Subscriber personal information will be handled in accordance with STW's Privacy Policy.

STW will not disclose Subscriber's personal information to third parties without consent except when required by law, court order, or as necessary to enforce this Agreement or protect STW's rights and property.

9. Disclaimer of Warranties

THE SERVICE IS PROVIDED **"AS IS" AND "AS AVAILABLE."**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, STW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

STW DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR MEET THE SUBSCRIBER'S REQUIREMENTS.

10. Limitation of Liability

STW SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF PROFITS, OR BUSINESS INTERRUPTION ARISING FROM THE USE OR INABILITY TO USE THE SERVICE.

Service interruptions may occur due to factors including but not limited to:

- Weather conditions
- Power outages
- Equipment failure
- Network maintenance
- Acts of God
- Circumstances beyond STW's control

Subscriber agrees that use of the Service is at the Subscriber's sole risk.

11. Indemnification

Subscriber agrees to indemnify, defend, and hold harmless STW, its officers, employees, agents, affiliates, and representatives from any claims, damages, losses, liabilities, or expenses (including reasonable attorneys' fees) arising from:

- Subscriber's use of the Service
 - Violation of this Agreement or the AUP
 - Infringement of the rights of any third party
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12. Term and Termination

This Agreement shall begin on the date service is activated and shall remain in effect for **twelve (12) months**.

Following the initial term, this Agreement shall automatically renew on a **month-to-month basis** unless either party provides **thirty (30) days written or verbal notice** of termination.

If Subscriber terminates service before the end of the initial term, Subscriber may be responsible for the remaining balance of the contract term.

13. Changes to Service or Agreement

STW reserves the right to modify this Agreement, service plans, pricing, or policies at any time. Updated terms may be posted on the STW website and will become effective upon posting.

Continued use of the Service following such changes constitutes acceptance of the revised terms.

14. Reservation of Rights

STW reserves the right to refuse service or terminate service to any subscriber for any reason not prohibited by law.

STW also reserves the right to suspend service in order to protect network integrity, maintain system reliability, or comply with legal requirements.

15. Governing Law

This Agreement shall be governed by the laws of the **State of New York** and applicable federal law.

Any legal action relating to this Agreement shall be brought in a court of competent jurisdiction located in **Allegany County, New York**.

16. Entire Agreement

This Agreement constitutes the **entire agreement** between STW and Subscriber and supersedes all prior oral or written agreements relating to the Service.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.