

Technician _____

MAC Address _____

Serial Number _____

Dish _____ Grid _____ Yagi 3 _____ Yagi 6 _____ Flat Panel _____

GPS _____



MooseBytes

Priest Lake Broadband Internet, LLC

Connectivity Agreement

Date _____

Tower – Sector _____

SMDb _____ APDb _____

IP Address _____

This agreement between **MooseBytes, Priest Lake Broadband Internet, LLC, Powered by MOOSEBYTES, 17813 E. Appleway Avenue, Spokane Valley, WA.**

99016 (hereinafter referred to as “MooseBytes”) and Name _____ (hereinafter referred to as the “Subscriber”) located at Physical Address _____

will be immediately effective upon signing and will remain in effect for a term of _____ Year(s). This contract is transferable to whom ever MooseBytes, may assign.

I. Payment and Services:

MooseBytes will provide high-speed connectivity and the installation of necessary equipment to enable access to the MooseBytes Network for the Subscriber in exchange for payment of service and installation fees and charges and compliance with the terms and conditions of this agreement. MooseBytes services are defined as the connectivity provided from the tower to the Subscriber’s residence, building(s), or office(s) only, terminating at a RJ45 Ethernet connection.

1. Payment Method:

Payment in full to be paid at time of installation includes total cost of installation, prorated current month and one month in advance for service.

A. Check Number: _____

B. Credit Card (___VISA ___MASTERCARD)

Email Address(s) (Required for Billing, Network & Service Notifications) _____

It is absolutely mandatory that we have a reliable Email address for billing purposes. Subscribers are sent a courtesy invoice the first of each month, via Email unless otherwise noted in this contract. It is the subscriber’s responsibility to notify MooseBytes of address changes. Email is the most effective way for us to communicate with the subscriber about billing, network upgrades, and overall general communication about your service with MooseBytes.

2. Services Packages: (Monthly recurring fees for services, please choose one)

MooseBytes service is a burstable service, meaning the rates displayed are the maximum amount of bandwidth you will get for large file transfers.

____ \$59.95 per month at 256Kbps download/256Kbps upload Rate _____ \$10.00 per month for one Static/Public IP address

____ \$69.95 per month at 512Kbps download/512Kbps upload Rate _____ \$25.00 per month for a block of five Static/Public IP addresses

____ \$79.95 per month at 768Kbps download/768Kbps upload Rate

____ \$89.95 per month at 1.0Mbps download/1.0Mbps upload Rate

____ \$139.95 per month at 1.5Mbps download/1.0Mbps upload Rate

____ \$209.95 per month at 1.5Mbps download/1.5Mbps upload Rate/70% CIR and 1 Static/Public IP address

3. Installation Packages: (One time installation fees; please choose appropriate package option)

____ Residential Installation: 1 year Connectivity Agreement - \$199 _____ Commercial Installation: 1 year Connectivity Agreement - \$399

Note: To activate his/her account, the Subscriber will pay a prorated amount for the current month, plus the next month of service and will thereafter be billed monthly in advance at the current rate. Restrictions on total usage can be made at any time by MooseBytes to control operation of the network. Cost of high bandwidth usage may be revised or changed at any time with 30 day prior notice by MooseBytes.

4. **Installation fee total:** _____ Installation fee is based on designing, procuring, installing, and documenting the installation. This fee will be assessed to the Subscriber by Wired or Wireless, Inc (WOW), a designated independent contractor, or a MooseBytes’ sole subcontractor (hereinafter referred to as “Installer”) for installation and equipment, mounting of the necessary equipment, allocation of bandwidth, configuration changes, aligning and testing antenna signal strength (if applicable). This installation includes up-to 75 feet of CAT-5e from the antenna to a location agreed upon by the subscriber. **Initial authorization of installation location and building penetration** _____. The fee does not include wire mold, conduit raceway, firewall penetrations, fishing of walls, cutting in wall plates, ladder rack or electrical wiring. A standard antenna mount includes small satellite style universal mount, antenna, and mounting hardware. The Subscriber is also responsible to pay the total equipment and installation cost on or before the start of the installation unless specific terms are agreed upon between the Installer and the Subscriber.

5. **Additional Equipment/Services Pricing and Payment:** The total equipment/services cost for this facility, office, or residence will be listed in the Special Provisions section of this contract. This total equipment/services price is in addition to any service fees or charges above. The Subscriber must provide any additional hardware needed to connect to the MooseBytes Network beyond the RJ-45 Ethernet jack provided. This includes but is not limited to Ethernet cards, Ethernet cables, crossover cables, hubs, and routers unless otherwise specified in the formal proposal. The subscriber can call MooseBytes for available lease options on equipment purchases. The necessary and agreed upon equipment fee for the Subscriber connection is due prior to start of the installation of the equipment and is to be paid to the Installer.

In the event it is determined the only way MooseBytes can provide service to the subscriber is to mount the radio and antenna at a point away from the structure that requires a cable to be extended across ground, it is the responsibility of the subscriber to install the necessary equipment (pole, telephone pole, or otherwise) that allows the subscriber to receive MooseBytes service. MooseBytes will not install service until underground conduit has been installed that meets MooseBytes specifications.

Note: To activate his/her account, the Subscriber will pay a prorated amount for the current month, plus the next month of service and will thereafter be billed monthly in advance at the current rate.

II. Payment Policies and Terms:

The Subscriber shall receive a courtesy invoice (payment reminder) via email on the first of each month. Payment by the Subscriber shall be made to MooseBytes on or before the fifteenth of the billing month. A \$15.00 late charge will be assessed on any account not paid by the fifteenth. Accounts remaining past due on the last day of the month will be deemed delinquent. Delinquent accounts will be placed on “accounting hold” and services to the Subscriber will be suspended until the account is paid in full. For any Subscriber account that has been placed on “accounting hold” there will be a \$50.00 reactivation fee assessed to the Subscriber’s account. If payment in full is not received by MooseBytes within one week of placement on “accounting hold”, all property of MooseBytes will be deinstalled from the Subscriber location and the Subscriber will be subject to termination fees as stated in this Agreement. If any paper or electronic payment is returned unpaid by your financial institution for any reason, MooseBytes may charge your account a returned payment fee which you agree to pay. Additional late fees may also be applied to any unpaid returned payment fees.

Subscriber Initials Stating Comprehension of Section II. _____

III. Termination:

This agreement will remain in effect for the agreed term. This agreement is non-cancelable except if MooseBytes or its subcontractors, resellers, or partners are not providing reliable services as described in this agreement. If the Subscriber chooses early cancellation, a 30-day written notice of cancellation is required and a two-month service charge will be due upon termination. In addition, if a contract term of greater than one year was chosen, the Subscriber will pay the difference of the installation fee between the contract term they have utilized and the term chosen. This agreement will automatically be renewed at the end of the agreement term on a month to month basis unless MooseBytes receives a 30-day written notice of cancellation provided by the Subscriber. MooseBytes reserves the right to terminate the Subscriber agreement at anytime (see section Usage and Content Provisions). All correspondence must be written and mailed to: MooseBytes 17813 E. Appleway Avenue, Spokane Valley, WA 99016, Attention: Customer Service Department, or sent via Email to support@MooseBytes.net.

Subscriber Initials Stating Comprehension of Section III. _____

IV. Network Capabilities (Reliable Service):

MooseBytes typical connection to the Subscriber is at least a 200Kbps connection to the MooseBytes Network. Exceptions to this guarantee are subscribers located in low or limited signal areas, subscribers using the Internet during peak hours, subscribers with non-direct line of sight, or subscribers utilizing this service during the limited connection period of their contract. MooseBytes will notify the Subscriber if their service falls within one of these restrictions at the time of installation. **Note: The availability of streaming video during peak hours may be limited.** The MooseBytes connection is an “always on” connection. Although signal interruptions may occur due to natural causes or causes beyond MooseBytes’ control (i.e. tree growth, construction of structures in line of sight, extreme weather, etc.), MooseBytes and its affiliates will assess the individual situation in these cases and will do whatever is necessary within MooseBytes’ physical capabilities in order to provide continuous, and uninterrupted service to the Subscriber. MooseBytes will respond to all network downtime within 4 hours during normal business hours or next business day and will repair any network issues under its control within a forty-eight (48) hour period. The equipment needed and the details of the problem will determine the time it takes to repair the network when down. However, the Installer is not responsible for obstructions that were not present at the time of installation or changes made by the subscriber. The Installer will at the subscribers cost try to resolve any problems. The Installer will at no time be liable for service interruption due to the effects of consumer electronic appliances or problems on the greater Internet network that is not directly within the Installer’s control.

V. Equipment Ownership Provision:

MooseBytes retains ownership of all equipment installed under the provisions of this Agreement, including but not limited to: the antenna, subscriber module, POE and surge suppressor. All other equipment should be purchased, owned and maintained by the subscriber unless noted under Section XIII. Special Provisions. The subscriber may not sell, transfer, lease, encumber, repair or replace any MooseBytes owned equipment without the consent of MooseBytes or the Installer. Upon termination of this agreement, the Subscriber authorizes MooseBytes or its affiliates to retrieve from the Subscriber premises any non-Subscriber-owned equipment for appropriate disposition. It is the Subscriber's sole responsibility to obtain any required permits or landlord/owner approval for the placement of equipment on or in the building(s) being installed. MooseBytes suggests that the MooseBytes equipment in the Subscriber's possession be covered by the Subscriber's homeowners, renter's or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the MooseBytes equipment to MooseBytes in an undamaged condition. See Section VII. for further details regarding maintenance and repair.

Subscriber Initials Stating Comprehension of Section V. _____

VI. MooseBytes Service Provision:

In the event of an aborted connection (i.e. insufficient line of sight from a tower to an access point), the Subscriber shall be advised of the connection options available. The report will include options and their respective costs. The Subscriber may at that time choose one of the available options or terminate the agreement. The Subscriber is responsible for any additional costs for maintaining signal quality. If it is determined that modifications of the equipment or wiring configurations will not restore signal quality this agreement may be terminated and all remaining fees and charges on the account will be due within fifteen (15) days of the date of termination. All equipment not purchased by the Subscriber shall be returned in good condition to the Installer and will be due at that time.

VII. Maintenance and Repair:

MooseBytes is not responsible for maintenance, relocation, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault of negligence of the Subscriber, tree growth, snow build-up or snow fall, water elevation, or causes external to the system, such as but not limited to, failure of or faulty electrical power or air conditioning, operator error, or malfunction of the Subscriber's computer and/or peripheral equipment not installed by MooseBytes or its affiliates or from any cause other than the intended and ordinary use. The subscriber will be responsible to reimburse MooseBytes in the event that equipment owned by MooseBytes is handled or maintained improperly by the Subscriber. MooseBytes will repair any MooseBytes owned equipment at no additional fee if it is determined the repair needed is due to a MooseBytes equipment problem or any problem by its affiliates. The Subscriber agrees to maintain electrical power to the equipment at all times to facilitate any/all upgrades to the MooseBytes network. MooseBytes will assist with replacement warranty on all equipment purchased through MooseBytes. Warranty period for equipment purchased on this contract is for one (1) year. For repair or maintenance of equipment owned by the Subscriber, or for service calls of any nature other than MooseBytes equipment failure the following rates and fees will apply:

- A. First hour of on-site repair, troubleshooting or relocation of service is \$ _____ including travel, up to one hour or 50 miles, to the on-site location from the Installer's maintenance facility. Additional hours after the first hour are billed at \$ _____ per hour or the Installer's published fee rate schedule (which ever is higher). The Subscriber will be billed a minimum of one hour.
- B. All technical support fees and charges will be collected or (with prior arrangement) directly billed by the Installer for MooseBytes.

Subscriber Initials Stating Comprehension of Section VII. _____

VIII. Usage and Content Provisions:

All content downloaded or uploaded using the MooseBytes Network shall remain the sole responsibility of the Subscriber. MooseBytes' AUP is available online at www.Moosebytes.net. The Subscriber assumes all risks associated with material regarding, not limited to, copyright restrictions, trademark restrictions, service mark restrictions, confidentiality limitations, trade secrets, patent restrictions, and/or any other intellectual property tangible or intangible rights associated with the material. The Subscriber is expressly prohibited from reselling any services offered by MooseBytes or its affiliates under this agreement without prior written permission from MooseBytes. MooseBytes has the right to monitor the content of the service provided and may disclose any information MooseBytes or it's affiliates deems necessary to comply with any law, regulation, or governmental order, or to protect MooseBytes, it's affiliates, or other Subscribers within the MooseBytes Network. MooseBytes may refuse to post or may remove any material or information that in MooseBytes or it's affiliate's discretion deems unacceptable, undesirable, or in violation of this agreement. MooseBytes may terminate the Subscriber's service if his/her use does any of the following: violate any law, regulation, or tariff; is obscene, defamatory, deceptive, or fraudulent; is intended to threaten, harass, or intimidate; interferes with another Subscriber's use of the Network; is intended to damage or destroy data, files, or any information on a second party's computer; is in any way inconsistent with MooseBytes agreements; or tends to damage MooseBytes or it's affiliates' name or reputation. Termination of this agreement due to any of the above charges will result in the immediate collection of any unpaid fees or charges to MooseBytes. The Subscriber will not be reimbursed for services not yet rendered.

MooseBytes drops all peer to peer (P-2-P) networking protocols through MooseBytes' Firewall. Static/Public IP's can be acquired from MooseBytes that allow these protocols to reach the subscriber. The subscriber is legally responsible and accountable for the content of the files they share.

IX. Liability:

MooseBytes, or any other affiliates, subcontractors, employees, resellers, or agents will not be liable to the Subscriber or to any other party for any direct, indirect, incidental, special, punitive, consequential, or other damage, loss (including loss of profits, earnings, business opportunities, or data), inaccuracy of data, allegations, claims, suits, or other services; or personal injury (including death) resulting from, arising out of, or in connection with direct or indirect use of the equipment or Network service. This limitation of liability also includes, but is not limited to the following: a contention that the use of the equipment of Network services by the Subscriber or another party infringes the copyright trademark patent, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party; mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, non-deliveries, mis-deliveries, transmission, or any failure of performance of the Subscriber's computer, other connectivity equipment, or Network service; the content or services available or otherwise through MooseBytes, including the accuracy, quality, and confidentiality of information obtained through third parties through the Network; the activities of other users or Subscribers in accessing or monitoring the Subscriber's computer or the use of the services. This agreement does not give the Subscriber any interest, title, or license to the assigned Subscriber user ID, IP address, Universal Resource Locator (URL), or domain name that the Subscriber uses with MooseBytes high-speed Network services.

X. Governing Law and Venue:

The laws of the State of Washington shall govern the terms of this agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this agreement shall be in Spokane County, WA.

XI. Arbitration and Attorney Fees:

The Subscriber and MooseBytes agree that any controversy or claim arising out of or relating to this agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the commercial arbitration rules currently in force of the American Arbitration Association. The arbitration award shall be final and binding on both parties. Judgment upon such arbitration award may be entered in any court having jurisdiction. The Subscriber and MooseBytes agree that should either party bring action or enforcement, interpretation, or otherwise under this agreement, the prevailing party in such action shall be entitled to all attorney's fees and costs including those incurred in any appeal.

XII. Entire Agreement:

This agreement and the formal Customer Proposal, attached hereto or incorporated herein by reference, shall constitute the entire agreement of the parties and shall supercede any other terms and conditions proposed by or representations made by the parties. If any portion of this agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.

XIII. Special Provisions:

XIV. Pricing:

High-Speed Internet Service Option	_____	Installation Fee	_____
Monthly Internet Service rate	_____	First Two Months Service	_____
Public IP Address	_____	Fuel Surcharge	_____
		Total	_____

I, the Subscriber, have read, understood, and agree to the terms and conditions of this agreement. MooseBytes reserves the right to amend this Connectivity Agreement at any time without notice. Current revisions are available online at www.moosebytes.net.

Subscriber Signature _____	Mailing Address _____	Date _____
Printed Subscriber Name _____	Phone Number _____	Installer _____

Please print the names of any individuals who would be authorized to make changes to this contract. Changes include adjustment in speed, Email addresses, Public IP addresses, or any other changes that require a change in the pricing structure as noted in this contract.