

# COM-PAIR SERVICES

## WIRELESS INTERNET

### Service Agreement

Rev. 06/29/2015

## SECTION I

### Terms of the Service

Service will commence on the Service Activation Date and will continue for the term specified in the applicable Sales Order. The term of the Service shall automatically renew on a month-to-month basis on the terms and conditions set forth herein, unless the terminating party delivers to the other party thirty days advance written notice of termination.

The Service Activation Date shall be the date Customer has connectivity over the transport network to Com-Pair Services' (CPS) Internet Access Network. This is an agreement between CPS and you to provide CPS Internet service ("the Service"). By establishing an account, using the Service, using the equipment or indicating agreement through the software or website, you agree to be bound by this Agreement, including future revisions and to use the Service in compliance with the current CPS Acceptable Use Policy.

### Sales Orders

Acceptance of this Agreement by CPS, and the provision of Services and/or Equipment (if the Equipment option is chosen), under this Agreement, and any applicable Sales Orders, is conditioned on completion of the Credit Verification Form, Exhibit B, and verification of the credit information provided therein. CPS will, at its discretion, check the credit history of the Customer prior to acceptance of any Sales Order. CPS reserves the right to reject any Sales Order based on the results of the credit check, or to impose additional terms and conditions, in accordance with its credit policies. In the event additional terms and conditions are needed, such additional terms and conditions shall be set forth in an amendment to this Agreement, or in a Sales Order issued under this Agreement. CPS may require an advance payment, progress payments, or other form of security as a condition of acceptance of any Sales Order.

### Billing and Collections

For all charges, including installation charges and taxes, if applicable, CPS will (i) send Customer an invoice, or (ii) bill the Customer's credit card. The first invoice for Service will include: (1) the pro-rated charges for the remainder of the current month, (2) the total charges for the following month, (3) the usage charges for the previous month and (4) the installation charges, as applicable. Monthly recurring Service charges shall commence on the Service Activation Date, and shall be billed in advance of Service for months following the first month of service. Invoices are due and payable in full upon receipt. If any portion of payment is received after the late payment date, a monthly late charge may be charged to Customer as liquidated damages. The monthly late charge will be 1.5% of the entire outstanding balance for each month or portion thereof (18% per annum) for which the balance remains.

In the event Customer fails to pay charges billed or CPS, or its billing agent, is unable to bill Customer, CPS reserves the right to bill outstanding sums in any of the alternative methods identified in paragraph 2A. CPS may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, Customer agrees to reimburse CPS for all expenses

incurred to recover sums due, including attorneys fees and other legal expenses if in-fact the customer is found to be in default by a court or arbitration.

You will be charged a monthly service fee and applicable taxes and other fees. Some services may also include charges for hardware, activation or early cancellation. Com-Pair Services may offer, from time to time, certain promotions with different terms, activation fees, and monthly charges. You must provide accurate billing information including legal name, address, telephone number, and credit card/billing information, and report all changes to this information immediately.

You agree to pay all taxes, surcharges, and fees set by the government. We may not always give advance notice of changes to these items.

Charges may be billed to your credit card, debit card or bank account, as applicable, each month for the Service and any additional usage, services, taxes and fees. Com-Pair.net is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Com-Pair.net. You agree to maintain valid and current credit card information on file with Com-Pair at all times.

### **Interruption of Service**

Customer understands and agrees that temporary interruptions may occur as normal and reasonable events in the provision of the Service. CPS agrees to exercise reasonable care to prevent such occurrences. Customer further understands and agrees that CPS has no control over third party networks. Therefore, delays and disruption of other network transmissions are completely beyond the control of CPS.

### **Limitation of Liability**

CPS shall make reasonable efforts to provide continuous, uninterrupted, expedient, and error-free Service to Customer. In no event shall CPS be liable to Customer or any other person for any special, incidental, consequential, or punitive damages of any kind, including without limitation, loss of profits, loss of income or cost of replacement services.

CPS's liability for damages for interruptions of Services, or for mistakes, omissions, delays, errors and defects in the provision of the Services, shall in no event exceed an amount equal to the prorata charges to Customer for the period during which the Services are affected.

Any software provided hereunder is provided on an as-is basis. CPS makes no express or implied warranties (including those of merchantability or fitness for a particular purpose) with respect to the software provided.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CPS HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE.

CPS MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES CPS MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED, OR OTHERWISE OBTAINED, THROUGH THE USE OF THE SERVICE, IS DONE AT CUSTOMER'S OWN RISK, AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA WHICH RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

CPS MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH THE SERVICE, AND CUSTOMER UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT CUSTOMER'S OWN RISK.

COM-PAIR SERVICES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSION, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES; THE USE OF THE EQUIPMENT OR SERVICES BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

### **Cancellation and Termination**

In the event a ruling, regulation or order issued by a judicial, legislative or regulatory body causes CPS to believe that this Agreement may be in conflict with such rules, regulations or orders, the Customer shall either agree to modify this Agreement to conform to the terms of such rules, regulations or orders, or CPS may terminate this Agreement without liability.

Customer may terminate any Sales Order upon thirty days' prior written notice to CPS. However, upon termination, Customer shall pay an early termination fee of \$175.00. This applies to all service plans. Customer shall not be bound to cancellation charges if CPS is in default of services within the definition of this agreement.

If Customer fails to pay any charge when due, including but not limited to installation charges or taxes, and such condition continues unremedied for a period of thirty days from the date written notice is given, or if Customer fails to perform or observe any other material term or condition of this Agreement, or if Customer provides false or inaccurate information which is required for the provision of the Service or that which is necessary to allow CPS to bill Customer for the Service, and such condition continues unremedied for thirty days from the date written notice is given, Customer shall be in default and CPS may terminate this Agreement. Upon such termination by CPS, Customer shall be liable for any applicable charges, including a Cancellation Charge.

### **YOUR ACCOUNT, PASSWORD, AND SECURITY**

Upon Installation, you may receive a username, password, and other account information. You and members of your household or business, if you have purchased a business account, are the only authorized users of your Com-Pair Services account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Services through your account. You must notify Com-Pair Services immediately upon discovering any unauthorized use of your account.

### **Governing Law**

This Agreement shall be construed in accordance with the laws of the State of California. County of Shasta.

Because of the complex nature of internet service, availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. At its sole discretion, Com-pair Services may cancel the installation process and refund any money that you have paid. Com-pair Services will notify you of its intent to cancel as soon as reasonably possible. Com-pair Services shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the Service.

### **Modification of Terms and Conditions**

This Agreement may be amended anytime during the Agreement.

### **Force Majeure**

Neither CPS nor Customer shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies, any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts, inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of common carriers.

### **Use Limitations**

Customer agrees to comply with the rules, regulations and policies, including but not limited to, CPS's Acceptable Use Policy (located at "<http://www.com-pair.net>"), all policies applicable to CPS and all policies applicable to any network that is accessed through CPS. Violation of any such rules, regulations and policies, or any attempt to break security or to access an account which does not belong to Customer, shall be liable for any applicable charges, including cancellation charges.

Nothing contained in this Agreement may be construed to convey to Customer any interest, title, or license in the user ID, electronic mail address, Universal Resource Locator or domain name used by Customer in connection with the Service.

CPS reserves the right to suspend or terminate Service to the Customer, or suspend or terminate any user ID, electronic mail address, Universal Resource Locator or domain name used by Customer in the event it is used in a manner which (i) constitutes violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent, obscene or deceptive; (iii) is intended to threaten, harass or intimidate; (iv) tends to damage the name or reputation of CPS, its parent, affiliates and subsidiaries; or (v) interferes with other customers' use and enjoyment of the Services provided by CPS.

Customer understands and agrees that any attempt to break security, or to access an account which does not belong to Customer, shall be considered a material breach of this Agreement, and such breach may result in suspension or termination of the Service. Customer further agrees to immediately notify CPS of (i) any unauthorized use of Customer's account and/or (ii) any breach, or attempted breach, of security known to Customer.

Customer may not under any circumstance resale bandwidth or offer free bandwidth by wireless WiFi or any other means without the written consent of Com-Pair Services ([com-pair.net](http://com-pair.net)). Customer would be in breach of contract and liable for lost revenue.

## **Customer Responsibilities**

Unless specified in an accepted Sales Order, which is executed pursuant to this Agreement, Customer is solely responsible for provisioning, configuration and maintenance of all customer premises equipment (hardware and software), including, without limitation, TCP/IP routers, CSU/DSU line interface units, primary domain name servers, electronic mail servers, netnews servers and firewall or proxy servers. CPS shall not be responsible for delays in the provision of Service resulting from incompatibility of such equipment, or resulting from improper provisioning, configuration or maintenance of such equipment. The customer Shall not add any equipment to CPS original installation without the prior written consent of CPS.

CPS may provide configuration files for certain routers, at its sole discretion, and only as a convenience to Customer. CPS recommends that Customer obtain RFC compliance information from the manufacturer of their routers.

Customer is responsible for choosing a domain name and submitting an application for address assignment or transfer to CPS. CPS makes no warranties with respect to the availability of any domain name. Nothing contained in this Agreement may be construed to convey to Customer any interest, title, or license in the user ID, electronic mail address, Universal Resource Locator or domain name used by Customer in connection with the Service.

## **General**

If any portion of this Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. The parties further agree that in the event such invalid or unenforceable portion is an essential part of this Agreement, they will immediately begin negotiations for a replacement.

If either party ever fails to enforce any right or remedy available to it under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party.

Any legal action brought by Customer against CPS with respect to this Agreement must begin within 30 days after the cause of action arises.

Any terms which by their sense and context are intended to survive expiration or termination of this Agreement shall survive.

This Agreement constitutes the entire agreement between the parties, and consists of the foregoing terms and conditions and the terms and conditions on the attachments to this Agreement, which are incorporated herein by this reference.

Notices and other communications shall be transmitted in writing by U.S. Mail postage prepaid and shall be effective four days after the mailing date. To CPS: Com-Pair Services, 5309 Chestnut Street, Anderson, CA 96007. To Customer: As set forth below, or as indicated in the Sales Order.

## **SECTION II.**

### **Equipment**

Title to Equipment provided by CPS under this Agreement shall not pass to the Customer. Equipment provided by CPS under this Agreement remains the property of Com-Pair Services.

### **Installation of Equipment**

In the event CPS provides on-site installation of Equipment provided pursuant to this Agreement, Customer shall provide reasonable access to Customer's premises, and adequate communications

facilities and work space, to enable CPS to perform its obligations under this Agreement. Customer shall make premises free from all hazardous material (e.g. asbestos) and dangerous conditions prior to performance of work by CPS.

The install is considered a "SIMPLE INSTALL" (100 Feet of Cat-5 Cable is standard. 20 cents per foot after) It is an extra hourly charge of \$100.00 for Attics, under house etc. It is up to the installer to determine what type of install will be done or decline the Install if it is too hazardous.

Installations is complete when:

Equipment is configured per manufacturer specifications, or specified configuration provided to CPS prior to installation.

### **Maintenance of Equipment**

CPS will provide on site repairs or maintenance ("Maintenance Services") for equipment owned by CPS. Customer shall provide reasonable access to Customer's premises, and adequate communications facilities and work space, to enable CPS to perform its obligations under this Agreement. Customer shall make premises free from all hazardous material (e.g. asbestos) and dangerous conditions prior to performance of work by CPS.

If the Equipment provided pursuant to this Agreement has been altered or repaired by any party other than CPS, without CPS written consent, or a malfunction is the result of mishandling, abuse, misuse, or improper storage, installation, maintenance or operation Com-Pair Services reserves the right to bill at retail for replacement and/or discontinue service.

If CPS dispatches to the Customer's site to perform Maintenance Services on Equipment provided pursuant to this Agreement and the trouble is not found or the trouble is isolated to Equipment not covered by this Agreement, CPS will bill and the Customer will reimburse CPS at CPS's then applicable and then current rates for travel and time spent.

# COM-PAIR SERVICES – SALES AGREEMENT

(Exhibit A)

- NEW ACCOUNT  ADDITIONAL ACCOUNT  UPGRADE  DOWNGRADE  MOVED  COMP  OTHER  
 ACCOUNT TAKEOVER - Provide previous account holder's name and physical address:

## ACCOUNT HOLDER INFORMATION – to be completed by Account Holder

Account Holder Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address: \_\_\_\_\_ Zip \_\_\_\_\_

Email Address: \_\_\_\_\_  Please Send my Bills using regular mail (USPS).

By signing below, I Agree that: Billing occurs on the first day of every month. Payments can be mailed to 5309 Chestnut St, Anderson CA 96007. Unpaid accounts are considered delinquent after 45 days and abandoned at 60 days. If your account is disabled for non-payment a \$25 reconnect fee will be assessed and payment of all outstanding charges (including current charges) will be required to reestablish service. Customer will give Com-Pair Services thirty (30) days written notification for termination of Service. **\*\*Unless otherwise noted, service is required to be maintained for a period of one year (12 months) from the effective date of the contract. An early termination fee of \$175.00 will be added to the final bill for any service cancellation prior to one year (12 months), if applicable.** \_\_\_\_\_ (initials). It is the customer's responsibility to return all Com-Pair equipment upon termination of the contract. Failure to do so may lead to additional charges being assessed. I have read the Service Agreement and understand the terms and conditions within. (See [http://www.compair.net/contract/sales\\_agreement.pdf](http://www.compair.net/contract/sales_agreement.pdf)).

Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

## CREDIT CARD PAYMENT INFORMATION (Optional)

Install only  Monthly only  Install + Monthly

CC# \_\_\_\_\_ CVV: \_\_\_\_\_ Exp Date (mm/yy) \_\_\_\_/\_\_\_\_ Billing Zip \_\_\_\_\_

Visa  MasterCard  Discover  American Express

Name on Card (PLEASE PRINT) \_\_\_\_\_ Monthly Charge Date: \_\_\_\_\_

By signing below, I understand that the above credit card number will be kept confidential and I authorize Com-Pair Services to charge the above credit card number each month for this contract including any termination and/or late fees. Charges will start the date of and continue for the duration of this contract. If a monthly charge date is not indicated, monthly charges will be processed on the first (1<sup>st</sup>) of each month, if applicable. In addition, I understand that it is my responsibility to notify Com-Pair of any changes with my credit card (i.e.: new cards being issued, new expiration dates, etc.), failure to do so may result in an interruption of service due to outstanding charges on the account.

Signature of Card Holder: \_\_\_\_\_ Date: \_\_\_\_\_

Card Holder Phone Number if different than Account Holder (required): \_\_\_\_\_

## ACCOUNT LEVEL AND CHARGES – To be completed by Installer

Account:  5/1Mb (\$50)  7.5/1.5Mb (\$75)  8.5/1.5Mb (\$85)  10/2Mb (\$100)  Com-Pair Router Service (add \$5/month)

\*\*Service Agreement Duration:  1 year  Other: \_\_\_\_\_ Effective Date of Contract: \_\_\_\_\_

Charges Due at Install: \_\_\_\_\_ Subscribed Monthly Rate: \_\_\_\_\_

\$ \_\_\_\_\_ Installation

\$ \_\_\_\_\_ Misc. (describe: \_\_\_\_\_)

\$ \_\_\_\_\_ Pro-rate

\$ \_\_\_\_\_ Total Due

Notes/Custom Account:

Total Paid: \$ \_\_\_\_\_  Check # \_\_\_\_\_  Cash Com-Pair Router MAC: \_\_\_\_\_

Installer: \_\_\_\_\_ AP: \_\_\_\_\_ DBM: \_\_\_\_\_ WAN MAC: \_\_\_\_\_