

## MANAGED WI-FI SERVICE END USER AGREEMENT

This Managed Wi-Fi Service End User Agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Big Bend Telecom. ("BBT" or "Provider") and ("Subscriber") Rob and Sally Sample

1. EQUIPMENT PURCHASE/LEASE AND INSTALLATION. Subscriber agrees to purchase/lease and BBT agrees to manage and install at the premises of Subscriber located at 100 Commerce Rd, Ste 500, Anytown, ST 11911-0500 a managed wireless network described as follows:

Purchase	Lease	Item Description	Monthly Fee
		Montly Management Fee: Residential	\$5.99
		Montly Management Fee: Business	\$14.99
		Router (Standard Equipment)	\$
		Modem (Standard Equipment)	\$
		AirTies(Standard Equipment)	\$
		Other Non-Standard Equipment (list)	\$
		Installation Fee (one time fee)	\$
		Devices Installation Fee (5 devices/one time fee)	\$50.00

2. PAYMENT FOR SYSTEM AND INSTALLATION. The Subscriber agrees to pay to BBT a total purchase price, including installation, of \$\_\_\_\_\_.

3. SERVICE AND EQUIPMENT MANAGEMENT. Subscriber shall pay to BBT a monthly service and equipment management fee of \$\_\_\_\_\_, which will be payable monthly with \$ 0.00 to be paid in advance. BBT shall manage Subscriber's wireless network containing up to 10 managed network components. BBT agrees to repair or replace at its option any part of the leased equipment that was installed by BBT which is defective due to faulty design, materials or workmanship. Such services will be performed only when Subscriber notifies BBT that services are needed.

4. TERM. The initial term of this agreement shall be a one (1) year ("Initial Term"). The term shall thereafter renew for successive monthly terms (Renewal Terms) unless either Party notifies the other Party of nonrenewal at least thirty (30) days prior to the end of the Initial Term or a Renewal Term. BBT reserves the right to increase or decrease the annual monitoring charges after the expiration of the Initial Term or any Renewal Term. Subscriber agrees to pay to BBT an amount equal to the remaining payments due during the Initial Term if Subscriber discontinues service before the end of the Initial Term (Early Termination Liability). The terms of this Agreement which by their context or express language are intended to survive this Agreement shall survive expiration or earlier termination.

**Subscriber Initials** \_\_\_\_\_

5. ITEMS INCLUDED IN MANAGEMENT SERVICES. Managed network components include above listed equipment (routers, modems, wireless access points, etc.) that are required to connect network components to subscriber's broadband network.

**Subscriber Initials** \_\_\_\_\_

6. ITEMS NOT INCLUDED IN MANAGEMENT SERVICES. Managed Wi-Fi services do not include the following items:

\*Legacy technology in wireless networks using outdated or non-supported (manufacturer discontinued) equipment.

\*Subscriber-requested installs that do not follow the original recommended design by BBT technicians.

\*Installs by non-BBT technicians that have not been prequalified at subscriber's expense by a BBT technician.

\*Peripheral equipment attached to the wireless network (computers, printers, cameras, etc.)

Legacy systems will have to upgrade at Subscriber's expense to modern equipment and design meeting BBT standards in order to qualify for coverage.

**Subscriber Initials** \_\_\_\_\_

7. **DISCLAIMERS AND LIMITATIONS.** Subscriber understands and agrees that the service rendered under this Agreement relies on broadband Internet service and that inherent in this system is a failure when the Subscriber's broadband Internet has an interruption in service. Subscriber understands and agrees that Provider may not control the broadband internet service. BBT MAKES NO WARRANTIES CONCERNING THE WI-FI SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES REGARDING THE DESIGN, CONDITIONS OF, OR QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY WI-FI SERVICES. IN NO EVENT WILL BBT BE LIABLE TO THE SUBSCRIBER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF BUSINESS, OR LOSS OF PROFITS, ARISING IN ANY MANNER FROM THESE WI-FI TERMS AND CONDITIONS AND THE PERFORMANCE OR NONPERFORMANCE OF BBT's OBLIGATIONS HEREUNDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF BBT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER'S SOLE REMEDY RELATED TO ANY DEFECT OR FAILURE OF THE WI-FI SERVICES IS LIMITED TO A REFUND OF THE PRO RATED PORTION OF THE MONTHLY CHARGES FOR THE AFFECTED WI-FI SERVICES UP TO AN AGGREGATE MAXIMUM OF ONE MONTH'S CHARGES.

**Subscriber Initials** \_\_\_\_\_

8. **BBT EQUIPMENT.** Unless expressly identified as being sold to Subscriber, title to all hardware and/or software provided by BBT in connection with this Agreement (the "Equipment") shall remain with BBT. BBT's repair and maintenance obligations as to its Equipment are limited solely to ordinary wear and tear and shall not include maintenance and repair necessary as a result of any other cause, including without limitation, vandalism or intentional or negligent acts or omissions by the Subscriber or third parties. Maintenance and repairs related to such causes are the Subscriber's sole responsibility and liability. The Subscriber shall provide appropriate space, power and environment for, and take reasonable care of, the Equipment. Subscriber agrees not to damage or misuse the Equipment. Unless expressly agreed to in writing, the Subscriber will be solely responsible and liable for connection of the Subscriber's computers and other equipment to the Equipment. The Subscriber will at all times be solely responsible and liable for the maintenance and repair of Subscriber's computers and Subscriber's other equipment. Subscriber shall return to BBT all Equipment within thirty (5) days following the expiration, cancellation or termination of this Agreement, or BBT will charge the Subscriber the un-depreciated list price of the unreturned Equipment in addition to all applicable late return fees.

**Subscriber Initials** \_\_\_\_\_

9. **SERVICE CALLS.** If BBT makes a Subscriber requested service call and determines the problem is not caused by BBT equipment or network, Subscriber may be subject to a Maintenance Service Charge of \$35 plus a Maintenance Labor Charge(s) of \$80 per hour increment, per technician. These fees are not pro-ratable. If the problem is caused by BBB's equipment or network, Subscriber will not incur any service charges.

**Subscriber Initials** \_\_\_\_\_

10. **TERMINATION.** In the event Subscriber violates any part of this Agreement, including failure to pay management charges or abandons or sublets the premises, BBT may terminate service upon giving (10) days written notice to Subscriber. Either Party may terminate this Agreement for convenience upon giving thirty (30) days written notice to the other Party, subject to the terms of this Agreement, including payment of the Early Termination Liability. BBT is not obligated to refund fees paid for services terminated prior to the expiration of the Initial Term or a Renewal Term.

**Subscriber Initials** \_\_\_\_\_

11. **ADDITIONAL TERMS AND CONDITIONS.** THE MANAGED WI-FI SERVICES ARE IN ALL CASES PROVIDED PURSUANT TO THIS AGREEMENT AND ALL OF THE BBT TERMS AND CONDITIONS LOCATED ON THE BBT WEBSITE AT <http://www.bigbend.net/legal/> ("General Terms and Conditions"). THE GENERAL TERMS AND CONDITIONS ARE HEREBY INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT. In the event of a conflict between this Agreement and the General Terms and Conditions, this Agreement shall control.

**Subscriber Initials** \_\_\_\_\_

12. **OTHER TERMS.** BBT will not be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. BBT may transfer this Agreement in its discretion, but Subscriber may not transfer this Agreement without BBT's written consent. This Agreement, together with the General Terms and Conditions, sets out all the terms agreed between the Parties with respect to the subject matter hereof. Any amendment must be in writing and signed by the Parties (although BBT may update its General Terms in Conditions as set forth therein). This Agreement will be governed by Texas law excluding its conflicts of law rules, and any claim arising out of or related to this Agreement will be litigated/arbitrated as set forth in the General Terms and Conditions. Notices under this Agreement are only effective when delivered in writing to BBT at the address set forth in the General Terms and Conditions and to Subscriber at the premises address set forth above. The person signing as "Subscriber" below warrants that he/she is authorized to sign this Agreement binding Subscriber to the terms hereof.

**Subscriber Initials** \_\_\_\_\_

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**BIG BEND TELECOM AGENT SIGNATURE**

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**SUBSCRIBER SIGNATURE & DATE**

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**PRINTED NAME**