

## SERVICE AGREEMENT

WMTel Internet Service undertakes to provide wireless services under the terms and conditions at the rates and charges specified herein and on the front page of this Service Agreement.

**OWNERSHIP OF EQUIPMENT** – Customer acknowledges that all internet service equipment provided to the customer under this agreement is the property of WMTel, and that WMTel retains ownership of this equipment.

**GENERAL MAINTENANCE AND REPAIR** – WMTel shall repair and maintain the internet service equipment at its own expense, provided, however, that any damage caused by the customer or an employee, agent, or invitee of the customer, or any other person authorized by the customer to be on the customer's property, shall be the customer's responsibility and that WMTel may charge the customer to replace and/or repair any such damaged internet service equipment.

**SERVICE AND AVAILABILITY** – Service is furnished by WMTel wireless units within the range of an acceptable signal. Service is subject to transmission limitations caused by atmospheric and like conditions and may be temporarily refused or limited because of system capacity limitations. Service to the customer may be temporarily interrupted due to equipment modifications, upgrades, relocations, repairs, and similar activities necessary for the proper or improved operation of the service. If the customer chooses to use accessories or other devices not provided by WMTel, they must be technically and operationally compatible with the wireless system. The operating characteristics of such equipment shall not interfere with the service offered by WMTel. Service may be refused or discontinued without notice in the event that the service is used in such a manner that will adversely affect WMTel's service to others.

**LIMITATION OF WMTel'S LIABILITY** – Customer's sole and exclusive remedy arising from any claim of breach of any warranty or obligation against WMTel or any other party involved in the development, furnishing, or maintenance of the internet service equipment, shall be limited exclusively to a demand that WMTel correct the claimed breach. If such remedy is or is deemed to be inadequate or deemed to fail in its essential purpose, customer or any such other person's remedy shall be limited to the termination of this service agreement and the demand of a refund of the portion of the fees paid by customer to WMTel equal to the reasonable value of the loss incurred by the customer or such other person as a result of the breach, but in no event to exceed the total fees paid by customer to WMTel during the twelve (12) months preceding the date the claim arose; provided, however, that nothing in this Service Agreement shall operate to relieve WMTel from liability for its own willful or wanton recklessness or intentional torts. Notwithstanding anything in the foregoing to the contrary, in no event shall WMTel be liable to customer or any other person for any lost profits, lost savings, lost data, or other special, consequential or incidental damages arising out of or relating to this Service Agreement or any product or service furnished under this Service Agreement or the use thereof, even if WMTel has been advised of the possibility of such loss or damage. WMTel shall in no event be liable of interruption, delays, errors, or defects in transmission, which are caused by acts of God, fire, war, riots, terrorism, government authorities, or other causes beyond its control.

**SETUP AND INSTALLATION FEE** - WMTel requires a setup and installation fee in the amount indicated on the front page of this Service Agreement to set up the internet service equipment on and in the customer's property and to activate the customer's broadband internet service. If, during the course of installation, WMTel determines that certain internet service equipment cannot be installed or that WMTel will not be able to provide the service for some other reason, WMTel shall so notify the customer and this Service Agreement shall become null and void.

**PAYMENT TERMS** – Payment is due by the date stated on each monthly bill. WMTel may charge the customer a late fee allowed under applicable law, for any monthly payment not paid in full on or before the date due. WMTel may charge the customer any fee allowed by law for all dishonored checks. Upon written notice to the customer, WMTel has the right to temporarily suspend or terminate service for non-payment of the payment due. In addition to any other fees contemplated by this Service Agreement, if WMTel elects to reinstate service; the customer will be subject to a \$15 reconnection fee. Suspension of service does not relieve the customer from the obligation to pay the ongoing monthly charges. The customer agrees to pay WMTel all expenses incurred, including attorney and/or collection agency fees to collect any outstanding amount due.

**GOVERNING LAW** – This Service Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Iowa without regard to principles of conflicts of law.

**ENTIRETY** – This Service Agreement (which includes the front page of this document) constitutes the entire agreement between the parties. All prior oral or written agreements between the parties are null and void and are superseded by the terms of this Service Agreement.

**AMENDMENT** – No amendment, modification, or change to this Service Agreement shall be enforceable unless reduced to writing and executed by both parties.

**USER OF SERVICE** – All charges and other amounts due under this Service Agreement, whether authorized or not, will be the customer's responsibility. If more than one party is named in this Service Agreement as a responsible party, liability shall be joint and several. Service shall not be used for any purpose in violation of federal, state, or local laws.

**TERMINATION OF SERVICE** – WMTel, however, does reserve the right to terminate this Service Agreement at any time without any notice to the customer. If the customer decides to terminate service, this will only take place at the end of the billing cycle (Month). There will, however, be a grace period to disconnect. This will be in effect until the end of the first week of business in the following billing cycle.

**RATES AND CHARGES** – Rates for the service are detailed on the front page of this Service Agreement. Service is billed one month in advance. Upon notice to the customer, WMTel reserves the right to change or modify any and all rates.

**UNAUTHORIZED USE** – In the event the internet service equipment is stolen, the customer is liable of all usage charges until the theft is reported to WMTel. If WMTel suspects fraudulent activity, WMTel has the right to suspend service to protect both the customer and WMTel from monetary harm. If the customer works with WMTel to stop, prevent, and identify fraudulent activity, the customer will not be held responsible for fraudulent charges billed to the customer's account.

**ASSIGNMENT** - The customer shall have no right to assign its rights and obligations under this Service Agreement, unless it obtains the written consent of WMTel.

**ACCESS TO PROPERTY** – The customer shall provide WMTel with reasonable access to customer's property in order for WMTel to install, repair, or remove the internet service equipment as provided in this Service Agreement. The customer consents to WMTel entering upon customer's property for purposes of this Service Agreement. The customer also consents that WMTel may install its equipment on customer's property, dwelling or other structure.

**LIMITED WARRANTY** – Customer acknowledges: (a) that WMTel is not a manufacturer of the equipment provided under this Service Agreement; (b) that customer accepts the equipment "as is" with all faults, subject only to manufacturer's and/or WMTel's written new equipment warranty, if any; (c) that unless otherwise specifically stated on the face hereof, used equipment is not subject to any warranty by the manufacturer of WMTel; (d) that notwithstanding any warranty, if any, before the manufacturer and/or WMTel, neither the manufacturer nor WMTel shall be liable for the cost of repairs made outside of WMTel's or the manufacturer's place of business, unless authorized in writing; (e) that there are no warranties-express, implied, or statutory on the part of WMTel as to fitness of the equipment for any general or specific purpose or as to merchantability or quality; and (f) that no payment required hereunder to be made by customer shall be delayed awaiting settlement of any claim.

**USE AND OPERATION OF EQUIPMENT** – Customer accepts full responsibility for the use and operations of the internet service equipment and all resulting charges, including attorney and/or collection fees, if applicable. Service is for your sole use and may not be resold.

**TERMINATION/EQUIPMENT CHARGE** – Upon the cancellation or termination of this Service Agreement for any reason, the wireless equipment will be returned to WMTel in good working condition. If equipment is not returned, customer will be charged for the cost of equipment. If WMTel takes possession of the equipment, the customer shall provide reasonable access to customer's property.