

Signal West, LLC  
9028 Kilkenny Way  
Eagle Mountain, Utah 84005

## Internet Service Agreement

By establishing an account or using the Services of Signal West, LLC you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies. The following terms and conditions shall apply to all customers subscribing to Signal West, LLC. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing Signal West LLC Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as Signal West LLC may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

**Payment Policies and Terms:** Subscriber shall be billed monthly for service one month in advance. Payment by Subscriber shall be due to Signal West LLC within thirty (30) days from the date of the invoice. Accounts remaining unpaid after thirty (30) days will be placed in a delinquent status. Delinquent accounts shall be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. If equipment was removed from the Subscriber's home because subscriber failed to pay, regular installation fees will apply. A fee equal to that charged by our banking institution will be added to the subscriber account in the event of any bank returned check. In the event that more than one check is returned, we will only accept cash, credit card or certified funds for payment on the account.

**Termination:** Subscriber may terminate this Agreement by submitting a request for termination (email, fax, U.S. Mail or telephonically) to the addresses or phone numbers listed on [www.signalwest.com](http://www.signalwest.com). Requests received after the close of business shall have a termination date of the next business day. Without prior notice, Signal West LLC may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if Signal West LLC in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. Signal West LLC may provide termination notice to you by: email addressed to your email account, phone, or by US Mail or courier service to the address you provided for the Services.

**Additional Installation Policy:** In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included in the standard install. Additional labor is billed at \$50.00/hr.

**Equipment and Scope of Work:** All network equipment, radios, subscriber modules, antennas and standard mounting equipment, will at all times remain the property of Signal West LLC

unless the subscriber chooses to purchase the equipment at a cost of \$180. Subscribers who choose not to purchase the equipment may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by Signal West LLC in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscribers who have not purchased their equipment authorize Signal West LLC to retrieve from Subscriber's premises equipment that is owned by Signal West LLC.

**Standard Maintenance:** Signal West LLC's connection point ends at the Subscriber Module. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Signal West LLC's network and backbone connectivity. If your connection ceases to function properly and Signal West LLC's network is still functioning properly, a technician will be sent to troubleshoot at a time agreed upon by both subscriber and Signal West LLC. If the problem is due to subscriber negligence or user personal equipment or error, or any of those items listed in the "Not covered by Standard Maintenance" section, a \$30.00 service fee will be charged to the Subscriber to be paid upon time of service.

**Not Covered by Standard Maintenance:** Maintenance, repair or replacement of parts damaged or lost through neglect, misuse, transportation, theft, fault, or negligence of Subscriber. Any maintenance not covered by standard maintenance as herein described will be billed at \$50/hr.

**Indemnification/Release:** Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release Signal West LLC, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of Signal West LLC's services hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using Signal West LLC's service from any source or to any recipient. Subscriber further releases Signal West LLC from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through Signal West LLC's systems and/or the wireless network. Subscriber's release of Signal West LLC includes any actions or inaction by Signal West LLC which amount to negligence. Subscriber further agrees to indemnify and hold harmless Signal West LLC from and against any and all claims, actions, causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of, Signal West LLC's services herein. **Disclaimer:** Signal West LLC assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via Signal West LLC's services. Signal West LLC discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by Signal West LLC which may be offensive to some

individuals, which may not be in compliance with local, state or federal laws, rules or regulations. Including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to Signal West LLC that its use of Signal West LLC's service to access information, content or other services is at its own risk. Governing Law and Venue: The laws of the State of Utah 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 Utah County, Utah.

Customer Agreement: The customer assumes all liability of providing a computer or device capable of using IP over Ethernet.

Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the 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. The undersigned understands this is a legally binding contract.

Permitting and Landlord Approval: It is the Subscriber's responsibility to obtain any required permits, homeowner associations approvals, mortgage grantors permission, or to grant or gain landlord approval for the placement of the antenna on the Subscribers building. Landlord/Owner consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive Signal West LLC's services. Authorized Signature of Landlord/Owner Date Or other interest holder in the property.

Monitoring the Services: Signal West LLC has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Signal West LLC, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its interests. Signal West LLC may immediately remove your material or information from Signal West LLC's servers, in whole or in part, which Signal West LLC in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy. Additional Clarifications, Terms and Conditions: Usernames and passwords are Signal West LLC's property and Signal West LLC may alter or replace them at any time. Signal West LLC has no control over certain types of interference and signal blockage. We do not guarantee any level or quality of service. If the service becomes unusable and cannot be restored within 2 working days, your account will be credited for the outage. Signal West, LLC cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service. Subscribers understand that service will be interrupted from time to time for various reasons including maintenance, upgrades and power outages. There will be no warning for some of the outages.