22690 Pemberville Road
Luckey, OH 43443
888 419-3635

Residential Wireless Terms and Conditions

1. Terms and Renewal This agreement will become effective when executed regardless of date of installation or commencement of services, and shall continue in effect for the term of services specified on this Agreement (the "Term"). Billing for the Services shall commence on the first day after the installation that IP traffic can be passed between Amplex and the Clients router. This agreement will change to a monthly agreement on expiration of the term of this contract.

2. Fees Client shall pay Amplex monthly during the Term the total monthly Network Access charges specified in the agreement. Fees are due and payable on a net 15 day basis. Any changes in the fees will be prorated based on the number of days in the month. Any amounts that remain unpaid past the due date are subject to a late charge of $5.00 and will accrue interest at a rate of 1.5% per month. Client understands that all fees and charges specified herein are exclusive of applicable sales or use taxes, access charges, assessments or any other governmental impositions and Client agrees to pay any such amounts specified in any invoice on or before the due date.

3. Default and Termination If Client for any reason fails to pay any invoice on or before the due date, or fails to perform any other obligation under this Agreement (a "Default"), Amplex may suspend all Services and/or terminate this Agreement five (5) calendar days following notice of such Default to Client via electronic mail, unless Client fully cures the Default prior to the expiration of such period. Amplex may also suspend the Services immediately and without prior notice in the event Amplex determines in good faith that such suspension is advisable to prevent material network disruption or interference, or in the event Amplex reasonably determines that there has been a violation of Amplex's Acceptable Use Policies (as defined below) or other fraudulent or illegal use of the Services by Client's personnel, customers or end-users, whether or not such violation was knowingly caused or permitted by Client. All applicable charges shall continue to accrue during any suspension.

Should Amplex find it necessary to pursue any collection action for any unpaid charges, in addition to any remedies otherwise available, Amplex shall be entitled to recover such charges, with interest as provided in this Agreement, and all fees and costs of collection, including reasonable attorneys' fees.

4. Use of Service Amplex may perform maintenance or service of its network as may be required from time to time and may suspend the Services immediately and without notice if and so long as reasonably necessary to perform any maintenance or service of the network.

Client shall install networking hardware that complies with Amplex's equipment requirements and policies. Client shall not cause or permit (a) material disruptions of or interference with Amplex's network systems, users, services, or equipment, (b) use of the Services for fraudulent or illegal purposes. Client shall abide by all Acceptable Use Policies in force as published on Amplex's Website (http://www.amplex.net/userpolicy/).

5. Limitation of Liability Amplex shall not be liable for any damages arising out of or related to any event or condition in connection with the Services or this Agreement or for any indirect, special, exemplary, incidental, consequential or punitive damages for the loss of data, information, delay, nondelivery or misdeliverery, or service interruption of any kind whatsoever, however caused, arising out of or in connection with the services provided hereunder, or from any suspension of services (whether arising from or related to Default by Client, enforcement or any rights of Amplex, or maintenance of the network), whether based in contract, tort or any other legal theory, and whether or not the party allegedly causing or found to be causing the damages has been made aware of the possibility of those damages. In no event shall Amplex be liable for any damages exceeding the aggregate network access charges actually paid by client to Amplex under this Agreement.

6. Exclusion of Warranties Amplex does not make any warranty as to the accuracy or quality of information obtained or data transmitted through use of the services except for the express warranties made in this agreement.

7. Indemnification Client shall indemnify and hold harmless Amplex, its directors, officers, employees, representatives, agents, interconnect service providers and suppliers, against any and all claims, liabilities, loss, cost, or damage, including attorneys' fees and costs of litigation and/or settlement negotiations, that are suffered or asserted by Client or, any third party (including but not limited to Client's customers and end users) that arise in any way out of this Agreement or, the provision, installation or use of the Services or, any noncompliance with the Acceptable Use Policies of Amplex, violation of any law, any defect, dangerous condition, or malfunction of Client's premises or equipment, or any negligent or willful act or omission by Client, it's officers, agents, employees, representatives, contractors, customers or end users.

8. Wireless Equipment Agreement

Amplex Electric, Inc. ("Amplex") is providing to Client equipment for the purpose of receiving wireless Internet Access. The radio and antenna (Equipment) are, and will remain, property of Amplex Electric, Inc. If service is discontinued, the Client agrees to return the Equipment to Amplex's office during normal business hours, or to permit an Amplex representative to enter Client's premises to retrieve equipment. Amplex shall not be liable for nail holes, cable entry holes, etc. which are made at the time of installation and which may remain after removal of equipment. The equipment is to be returned in the same condition as when installed, normal wear and tear excepted. If, upon discontinuance of service, the Client, does not promptly return the Equipment to Amplex in working condition, the Client agrees to pay Amplex for the Equipment. Loss or theft of the equipment or damage to the equipment is the responsibility of the Client. Client agrees to pay Amplex the value of the equipment or the cost to repair.
Amplex reserves the right to replace or upgrade the equipment as needed. Client acknowledges that Amplex must be granted access, at all reasonable times, to the equipment. In the event that it becomes necessary for Amplex to commence legal proceedings to recover the equipment, or collect payment thereof, Client agrees to pay Amplex's costs of recovery and collection, including reasonable attorney's fees and court costs.

9. Early Termination **In the event that Client cancels service during the first year of service following installation, the Client will be required to pay an early termination fee of $200 for the 12 month agreement**. Amplex may waive this requirement, at its sole discretion, without invalidating any other portion of this agreement. **Note:** Does not apply to ACP customers. INITIAL HERE:_____

Amplex reserves the right, exercisable in its sole discretion and without liability or penalty, to discontinue wireless services and to cease providing them in any service area. In such event Amplex will waive any cancellation or early termination fees for the wireless circuit.

10. Miscellaneous Provisions

Compliance with Law. Each party shall comply with all laws, rules, and regulations applicable to it with respect to the provision and use of the Services

Assignment. Client may not assign or delegate its rights and obligations under this Agreement without the prior written consent of Amplex.

Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of default in the performance of the Agreement shall not constitute a waiver of any other available remedies.

Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

Survival. The terms and provisions contained in this Agreement that, by their sense and context, are intended to survive the performance thereof by the parties hereto shall survive the completion of performance and termination of this Agreement, including, without limitation, the making of any and all payments due hereunder.

Governing Law, Jurisdiction, and Venue. This Agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on the Agreement must be brought in a court of competent jurisdiction in Wood County, Ohio, and each of the parties hereby submits its person to the jurisdiction of such court and waives any objection to venue therein.

Entire Agreement; Amendments. The Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, negotiations, proposals, offers and understandings, written, verbal or otherwise, with respect to the same subject matter. Unless Amplex expressly agrees otherwise in writing, no provision of any purchase order from Client shall modify, amend or supplement this Agreement or any provision hereof. No amendment or modification of the Agreement will be effective unless in writing and signed by both parties.

Authorization. The individuals signing this Agreement on behalf of each party represent and warrant that they are authorized to execute this Agreement on behalf of such party.

Account Name:_____   By: _____

Approved By:_____   For: Amplex Electric, Inc.

Date: _____   Date: _____

Email Address:_____

Acceptance of Service: I have reviewed the installation and approved the location, workmanship, and wiring _____ (Initial)

<u>Internet Service Plan</u>:   Basic_____   Premium +_____   Xtreme _____   Home 50_____

<u>VoIP Phone Service</u>:   Home Voice Unlimited:_____   Phone Number:_____

<u>Managed Router Service</u>:   Yes:_____   No:_____

<u>Length of Agreement</u>:   12 Month

 Own House: _____   Rent: Signed landlord permission waiver:_____

<u>Identification type</u> :   Driver License#_____   SSN# (last 4 digits)_____   Other:_____

<u>Office Use Only:</u>

Payment Option: Cash_____   Check_____   Called In_____   Received in Office By:_____

Check #_____   Amount Received:_____

Installation Notes: