

## **FMTC Agreement for Wireless Service**

This Agreement, made on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, is by and between FMTC (the Provider) on the one hand, and \_\_\_\_\_, located at \_\_\_\_\_ (the "Customer") on the other hand.

1. **Scope of Agreement.** The Provider agrees to provide high-speed wireless Internet Access service (the Service) to the Customer on terms and conditions agreed to herein.

2. **Duties and Responsibilities of the Provider.** The Provider agrees to provide and maintain the Service for the Customer up to the point of demarcation. The point of demarcation is defined as the Customer connection to the wireless system.

2.1 **Internet Access:** FMTC agrees to provide up to \_\_\_\_\_k per second data transport up to the point of demarcation, solely for use by the Customer, and for no other entities' use except the Customer. Data Transport represents the downstream rate of transport of a given volume of data per second over the wireless system including connection to the Internet backbone, but does not represent a transport rate or volume of data transported over the Internet.

2.2 FMTC will invoice the Customer monthly for the Service.

2.3 FMTC will connect one computer up to the wireless connection. Any additional computers can be networked, however if the customer would like FMTC to network the computers the customer will be billed \$35.00 for additional wired computers.

2.4 The Provider will not be responsible for any delay in delivery or performance of any of their responsibilities hereunder due to acts of God, acts or omission of any telephone network or any other occurrence commonly known as force majeure.

2.5 The Provider reserves the right to terminate service to the Customer, without notice, if there is reason to believe that the Customer is in any way violating any of the terms of this Agreement.

3. **Duties and Responsibilities of the Customer.**

3.1 **Usage:** The Customer agrees not to use the Internet access provided pursuant to the terms of this Agreement for any purpose that violates U.S., State, or local laws. The Customer agrees not to use the Internet to interfere with or disrupt network users, service or equipment. Such interference or disruption includes, but is not limited to:

- distribution of unsolicited advertising;
- propagation of computer worms or viruses;
- disruption of service provided to others; and
- use of the network to make unauthorized entry to other computational, information or communications devices or resources.

3.2 I understand that this service is for browsing only and is not to be used for hosting of: web, mail, gaming, chat and/or ftp server(s).

- 3.3 **The Customer also agrees to purchase a router; this can be purchased from any retail stores, or can be purchased directly from FMTC.**
- 3.4 The Customer agrees to comply with the terms and conditions of the bright.net Internet Services Customer Agreement located at <http://www.bright.net/terms/index.php>.
- 3.5 The Customer agrees not to transfer the services provided hereunder and to protect the confidentiality of his or her username and password. The Customer is solely responsible for any liability or damages resulting from Customer's failure to maintain such confidentiality.
- 3.6 The Customer's sole and exclusive remedy for any failure or non-performance of the Services (including any associated software or other materials supplied in connection with the Services) will be for the Provider to use commercially reasonable efforts to repair the Services.
- 3.7 The customer is responsible for replacement costs of the wireless equipment should it get damaged beyond repair.
- 3.8 Upon termination of the Agreement, the Customer remains liable for all outstanding charges for services and equipment used prior to termination, and agrees to return Provider-owned equipment in working condition within twenty (20) days. If the Customer fails to return such equipment in working condition, the Customer agrees to pay full retail price for the equipment.

4. **Term and Termination of Agreement.** This Agreement will become effective on the date it is accepted by FMTC. If the Customer terminates service before the expiration of the Initial Term, an early termination penalty will apply. After the Initial Term, either the Customer or the Provider may terminate the Agreement upon thirty (30) days written notice.

There will be a one time charge of \$125.00 (plus tax) for a standard installation with one year agreement or \$50.00 (plus tax) with two year agreement. \$175.00 (plus tax) for a non-standard installation fee + materials. Current customer upgrading (Installation charges) 1 year agreement \$75.00; 2 year agreement Free.

<b><u>Term</u></b>	<b><u>Early Termination Penalty</u></b>
<input type="checkbox"/> One Year	\$100.00
<input type="checkbox"/> Two Year	\$150.00

5. **Rates:** The Customer will pay to FMTC \_\_\_\_\_, on a monthly basis, for the wireless service plan selected. Each plan includes Internet Access provided by FMTC. The Customer will also be charged a non-refundable non-recurring installation fee (as indicated in Section 4 of this Agreement), for provisioning the wireless connection. The Provider reserves the right to change the rates charged to the Customer upon sixty (60) days written notice. Customer payments made after the due date are subject to penalty charges. The Provider reserves the right to disconnect wireless service for non-payment; a \$20.00 reconnection charge will apply \_\_\_\_ (Int.)

Please select a plan:

<u>Plan</u>	<u>Monthly Rate</u>	<u>Data Rate (D/U)</u>
<input type="checkbox"/> Standard Wireless	\$29.95	1 Mb/128 (up to 1Mb download)
<input type="checkbox"/> WiMax Premium	\$39.95	2 Mb/256
<input type="checkbox"/> WiMax Premium	\$49.95	3 Mb/386
<input type="checkbox"/> WiMax Premium	\$59.95	3 Mb/512 (gamers pkg)

7. **Indemnification.** The Customer agrees to indemnify and hold harmless the Provider, their subsidiaries and affiliates, officers, agents and any of their members from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to the Customer's use or misuse of the Services, or any act, error, or omission by the Customer or any user of the Customer's account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Services; or violation of any applicable law.

8. **Limitation of Liability.** In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of the Customer's remedies under this Agreement fail of their essential purpose, the Customer expressly agrees that under no circumstances shall the total liability of fmtc.cc. to the Customer or any party claiming by, through or under the Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by the Customer for use of the Service under this Agreement during the twelve-month period preceding the date such claim first arose.

FMTC  
N-012 County Road 17D  
P.O. Box 50106  
Okolona, Ohio 43550

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_