

EBTX Wireless, LLC Service Agreement & Acceptable Use Policy

Services. EBTX Wireless, LLC shall provide to Customer a high-speed connection to the Internet for lawful uses via EBTX Wireless, LLC's network and computer facilities, which shall be operated seven (7) days per week, twenty-four (24) hours per day (the "Services"), subject to temporary unavailability or interruptions due to service requirements, network maintenance, repair and modification, facility upgrades, acts or omissions outside of EBTX Wireless, LLC's control and *force majeure*. The Services provided by EBTX Wireless, LLC pursuant hereto are subject to all of the terms and conditions of this Agreement.

Term. The Term of this Agreement shall commence on the day and year installation is completed, and end on the last day of the 12th month following installation (the "Term"). If Customer terminates before the one-year anniversary of customer's service activation date, customer will have to pay an early termination fee (see Termination Fees and Credits below).

Cancellation of Services. Customer may cancel the EBTX WIRELESS, LLC High-speed Wireless Internet at any time by both 1) calling the customer service number (979) 488-7783 and 2) emailing customer service at support@ebtxwireless.com (an email will constitute notification in writing) notifying the EBTX WIRELESS, LLC Customer Service Representative of customer's intentions.

Commencement of Billing. EBTX WIRELESS, LLC will begin monthly billing for services when installation of Equipment from EBTX WIRELESS, LLC is complete. Billing commences upon successful completion of the installation referred to as the "Service Activation Date". The first month's billing will be prorated from the service activation date. Each following month will be invoiced on the first of the month and auto payment will be processed no sooner than the 2nd day of the month. EBTX WIRELESS, LLC requires its customers to use the online billing and auto pay services. Please visit <http://www.ebtxwireless.com/> and go to the customer login to sign up or view your bill. Please call customer service if you have any further concerns. There will be no charge for electronic billing. Monthly invoices will be emailed to you.

Setup Fee. The setup fee and the prorated 1st month service fee are collected upfront as of the service activation date. Payments can be made via credit card or check.

Additional Equipment. If underground cable is required with customer install (such as radio detached from house) it is the customers' responsibility to have the cable buried after install is complete. Any unintentional, intentional, or accidental damage done to the equipment is the customers' responsibility to repair or replace.

Agreement to Pay. Customer agrees to pay EBTX Wireless, LLC for all charges related to customer's account (including, but not limited to, Installation Fee, Activation Fee, Repair and Maintenance Fees, and all applicable taxes and all charges) in accordance with this Agreement at the prices and charges provided to customer when customer enrolled, which may change as set forth in this Agreement. EBTX WIRELESS, LLC shall have the right to terminate or suspend customer's account for failure to pay customer's bill in a timely manner. In addition, EBTX WIRELESS, LLC shall have the right to use any legal means to collect unpaid charges to customer's account in the event of non-payment. All monthly payments must be made online through EBTX Wireless, LLC's autopay system Visit <http://www.ebtxwireless.com> to modify or change any payment information (credit card, expiration date, bank information etc. . .).

Termination Fees and Credits. If for any reason customer cancels EBTX WIRELESS, LLC High Speed Internet Service, customer must return all equipment in the original packaging and such equipment must be in good working condition. The equipment (radio, injector box, surge arrestor & mounting equipment) installed at time of service remains the property of EBTX WIRELESS, LLC at all times. Equipment in working order shall be returned within 30 days of canceling service. Customer will be charged replacement costs as determined by EBTX WIRELESS, LLC if equipment is damaged or not returned. If for any reason customer cancels EBTX WIRELESS, LLC service or EBTX WIRELESS, LLC cancels customer's subscription after 30 days following Service Activation Date, but within the first 12 months of service, for a violation of the Agreement customer must pay EBTX WIRELESS, LLC an Early Termination Fee of \$50.00 times the number of months left in the contract period at the time of cancellation (for example: if there are 6 months left customer will be billed \$50 x6 = \$300).

Failure to Pay. It is the customer's responsibility to maintain the proper payment information on the customer portal (credit card number, expiration date, banking account information etc.). EBTX Wireless, LLC may suspend, restrict, or cancel the Services and this Agreement if customer do not make payments for current or prior bills by the required due date, including payments for late fees as defined in this agreement or any other required additional charges.

Late Payment Charge. EBTX WIRELESS, LLC may add interest charges to any past-due amounts at the lower of 2% per month or the maximum rate allowed by state law. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of EBTX Wireless, LLC's rights to collect the full amount of customer's charges for the Service. Notice of any disputes must be in writing and received by EBTX Wireless, LLC within 30 days after customer received customer's bill or customer will waive any objection. If charges cannot be processed through customer's credit card, if customer's bank draft or electronic funds transfer is returned for insufficient funds, or if there is a returned check, EBTX Wireless, LLC may charge customer an additional \$25.00. There will be a reconnect fee of \$25 charged on any account disconnected for non-pay.

Price Changes. EBTX Wireless, LLC may change the prices and charges for the Services from time to time. The price for service will not increase during the initial 12 months of service. If EBTX Wireless, LLC increases the price of service plans, EBTX Wireless, LLC will notify all customers by email or by U.S. mail. EBTX Wireless, LLC may decrease prices and charges without providing advanced notice.

EBTX WIRELESS, LLC Monthly Rates

Residential Internet Accounts

Download	Monthly rate	Setup Fee**
5mb*	\$70.95	\$150 for 5ghz gear/ \$250 for LTE Gear
7.5mb*	\$85.95	\$150 for 5ghz gear/ \$250 for LTE Gear
10mb*	\$100.95	\$150 for 5ghz gear/ \$250 for LTE Gear

Customized faster plans will be priced on a case by case basis.

Business Internet Accounts

Business plans will be customized and priced after a needs assessment is made.

*"Download" speed(s) represent maximum downstream speed capabilities. Many factors can affect actual speeds, which will vary and are not guaranteed.

Notes:

- Service is subject to availability, to be determined at time of install.

** Normal install = Cable, grounding rod for internet radio, and mounting hardware is already in place. Additional cabling and special mounting hardware will be installed at additional costs.

Restrictions/Acceptable Use:

EBTX Wireless LLC's obligation to provide Services under this Agreement, and Customer's use of the Services provided by EBTX Wireless, LLC hereunder, are expressly subject to the following limitations and restrictions:

(a) *Unlawful, inappropriate content prohibited.* Customer covenants, agrees, warrants and represents that it shall not use the Services provided by EBTX Wireless, LLC to create, store, transmit or duplicate data which violates any federal, state, local or municipal law, statute, regulation, rule, ordinance or other government regulation including, but not

limited to, those dealing with libel, slander or defamation of character; intellectual property (including copyright, trademark, patent, or trade secret rights) or obscenity.

(b) *Compliance with Acceptable Use Policies (AUP)*. Customer at all times during the use of Services covenants and agrees to abide by EBTX Wireless, LLC's AUPs as established and modified from time to time, and the AUPs of all other networks which Customer may traverse in the course of its use of the Services.

(c) *Simultaneous use*. Customer's accounts shall not be shared. Customer will not connect any routers, switches, access points, or other devices in a manner that allows open access to the network. Access points may be connected provided the wireless link is encrypted for protection against unauthorized access. Customer will provide EBTX Wireless, LLC with login information such as user names and passwords for any networking device connected to the network upon installation or within 2 days of request. **Internet services are intended for the address of installation only.**

Indemnification —

Customer covenants and agrees to defend, indemnify and hold harmless EBTX Wireless, LLC, its parents, affiliates and subsidiaries, and its and their respective officers, directors, shareholders, employees, contractors, agents and representatives, of, from and against any and all actions, causes of action, claims, costs, damages, expenses, interest, judgments, liabilities, penalties, and suits whatsoever (including, but not limited to, reasonable attorney's fees, court costs, expert witness fees and expenses of litigation) whatsoever imposed upon, incurred by or asserted against EBTX Wireless, LLC and/or any of its parents, affiliates, subsidiaries, officers, directors, shareholders, employees, contractors, agents and representatives, which arise, directly or indirectly, out of any use by Customer of the Services provided by EBTX Wireless, LLC or from Customer's breach or violation of any of the terms and conditions hereof.

Disclaimer of Warranties —

Customer acknowledges, understands and agrees that EBTX Wireless, LLC exercises no control whatsoever over the content, accuracy or quality of the data and information passing through its network or any products or services ordered by Customer via its network. The Services, and any information, products or services obtained by Customer through its use of the Services, are provided "AS-IS". **EBTX Wireless, LLC makes no warranties or representations of any nature or description, either express or implied, with respect to the services to be provided hereunder including, without limitation, any warranties of non-infringement, quality, performance, merchantability or fitness for a particular purpose or use. This disclaimer of warranties constitutes an essential part of this agreement.**

Limitation of Liability —

(a) **Under no circumstances and under no legal theory (tort, contract or otherwise) shall EBTX Wireless, LLC be liable to Customer or any other person or party for damages of any kind or nature including, but not limited to, any direct, indirect, special, incidental, consequential or punitive damages of any character whatsoever, arising out of its provision of the Services hereunder, or its failure to provide the Services hereunder, including, but not limited to, damages for loss of goodwill, work stoppage, computer failure or malfunction, or losses of data or information due to delays, non-deliveries, misdeliveries or interruptions in service, regardless of the cause therefore.**

Equipment Waiver:

Customer Equipment: CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, AND REMOVAL OF COMPANY EQUIPMENT AND THE SERVICES. EXCEPT FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EBTX Wireless,

LLC, ITS SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS (“PROVIDING PARTY”) SHALL NOT HAVE ANY LIABILITY TO THE CUSTOMER, OR CUSTOMER’S CUSTOMERS, AGENTS, EMPLOYEES, ASSIGNEES, DESIGNEES OR SUCCESSORS IN INTEREST WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT OR OTHERWISE, INCLUDING BUSINESS INTERPUPTION AND DAMAGES SUFFERED BY CUSTOMER’S CUSTOMERS OR OTHER THIRD PARTIES. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY COMPANY, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS, THE COMPANY MAY PAY AT ITS SOLE DISCRETION AND IN FULL SATISFACTION OF ANY AND ALL CLAIMS BY CUSTOMER AGAINST ANY AND ALL PROVIDING PARTIES UP TO A MAXIMUM OF ONE MONTHS SERVICE COST. THIS SHALL BE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AGAINST ANY PROVIDING PARTY RELATING TO SUCH ACTIVITY AND CUSTOMER WAIVES ANY RIGHT OR CLAIM FOR ANY OTHER REMEDY.

Equipment:

BY ACCEPTING THIS AGREEMENT AND SERVICES, CUSTOMER WAIVES ALL CLAIMS AGAINST ANY AND ALL PROVIDING PARTIES FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY BETWEEN THE COMPANY EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS OR EQUIPMENT.

CUSTOMER IS RESPONSIBLE FOR THE EQUIPMENT, WIRES, POE ADAPTERS, SURGE SUPPRESSORS AND ANY OTHER EQUIPMENT INSTALLED BY EBTX WIRELESS, LLC. REFERRED TO AS CUSTOMPER PREMISE EQUIPMENT. IN THE EVENT THE CUSTOMER PREMISE EQUIPMENT IS DAMAGED, THE CUSTOMER WILL BE RESPONSIBLE FOR ITS REPLACEMENT AT THE CURRENT MARKET PRICE.

Visit www.ebtwireless.com and view in entirety the EBTX WIRELESS, LLC Terms and Conditions.

By signing in person or electronically through a customer portal, customer agrees to pay the amount agreed upon and billed to customer’s account including any applicable government fees and taxes each month on the due date specified via the auto pay method used by EBTX Wireless, LLC. Customer also agrees that in order for EBTX Wireless, LLC to service accounts or collect any amounts customer may owe, EBTX Wireless, LLC may attempt to reach customer using any contact information customer has provided to EBTX Wireless, LLC, some of which may result in 3rd party charges to customer. Methods of contact may include, but are not limited to, use of pre-recorded/artificial voice messages and/or automatic devices, as applicable.

I/We have read this disclosure and agree that EBTX Wireless, LLC or their representative agency may contact me/us as described above.

Customer Signature

Home Phone #

Print Customer Name

Customer email address

Authorized Signature

Date