

SouthWest Wireless Net

960 4th Avenue - Windom, MN 56101
Phone: (507) 831-1770 Toll Free: (866) 850-1770

CUSTOMER INFORMATION

BILL TO:		BILLING NAME:		
ADDRESS:		CONTACT NAME:		
P.O. BOX:	CITY:	HOME #:	CELL # 1:	
STATE:	ZIP CODE:	COUNTY:	WORK#:	CELL # 2:
INSTALL ADDRESS: (If different from Billing) _____			LINE OF SITE: <input type="checkbox"/> YES <input type="checkbox"/> NO TOWER:	

SERVICE SELECTION

Setup and installation fee is \$100 plus tax with a \$25 line-of-site fee for all installations. If there is LOS and it installs, the \$25 is reimbursed on next billing statement. Includes up to 50 ft. of cable. If extra cable is needed, customer will be charged .45 cents per foot. Maximum 300 Feet can be used at an installation.

CONTRACT

- | | |
|--|-------------|
| <input type="checkbox"/> 512K Service with 1 year contract | \$34.95/mo. |
| <input type="checkbox"/> 1 Mb Service with 1 year contract | \$39.95/mo. |
| <input type="checkbox"/> 2 Mb Service with 1 year contract | \$49.95/mo. |
| <input type="checkbox"/> _____ | |

Please select an email address. A SWWNET email address is not required for our service. Two free email addresses may be selected below. If you require more for \$1 per email per month then fill in an email and password in the comments section below. Email passwords must be between 6-10 characters. All terms and conditions apply.

Username: _____ @ swwnet.com
Password: _____
Username: _____ @ swwnet.com
Password: _____

All speeds are maximum value. Actual speeds may vary.

Would you like to receive a paper or email Invoice? Paper Invoice Email Invoice

If email other than swwnet, write the address to email invoice to _____ @ _____.

THIS IS A BINDING CONTRACT SUBJECT TO THE FOLLOWING AGREEMENT ON THE FOLLOWING INITIALED PAGES.

Signing this, you agree to the terms and conditions set forth on the pages attached to this contract. (valid only if turned in 30 days after signed)

SIGNATURE: _____	AGENT FOR: _____
DATE: _____	

OFFICE USE ONLY

PAYMENT INFORMATION		NOTES
INSTALL	\$.	
EQUIPMENT	\$.	
SURVEY FEE	\$.	
SUBTOTAL	\$.	
TAX	\$.	
TOTAL PRICE	\$.	
PAYMENT DUE	\$.	
TOTAL PAYMENT RECEIVED	\$.	
<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK	<input type="checkbox"/> INVOICE

Please check that all consecutive pages are initialed before returning to office. We require two separate checks for the install fee and LOS fee. In the event service is not or can not be installed, the install fee will be returned but LOS fee is kept. SWWNET requires payment when the contract is signed. SWWN will only mount the equipment on existing structures. If LOS cannot be achieved without an additional device, the customer shall install a proper mounting device, (i.e. a sturdy wood post) where LOS can be achieved.

Southwest Wireless Net, Inc.
Wireless Internet Subscriber Agreement

1. Southwest Wireless Net, Inc (hereafter called Provider) agrees to provide wireless Internet service to Customer and Customer agrees to purchase this service under the terms and conditions on the front and back on this Service Agreement (hereafter called Agreement):
2. EQUIPMENT OWNERSHIP: Provider shall own wireless equipment.
3. SERVICE AND AVAILABILITY: Service is subject to transmission limitations and may be limited or refused because of system limitations. Service to the Customer may be temporarily interrupted due to equipment modifications, repairs, weather or other conditions, If Customer chooses to use accessories or other devices not approved by Provider, these devices must be technically and operationally compatible with the wireless system. Service may be refused or discontinued without notice in the event that the service is used in such a manner that will adversely affect Provider's service to others.
4. EQUIPMENT OPERATION, MAINTENANCE AND REPAIR: Provider is responsible for the operation of the equipment for customers provided damage is not caused by the customer or persons unauthorized by Provider to perform repairs. Subscribers that self-install their own personal equipment are responsible for the operation of that equipment.
5. EQUIPMENT INSURANCE: From the date of equipment installation and continuing while the equipment is in the care, custody or control of the Subscriber; Subscriber or Subscriber's insurance policy shall cover all equipment damage or loss.
6. INSTALLATION: Provider is responsible for proper equipment installation verification and its performance to the radio-connected computer. Fees are described on the front page of this Agreement. Setup and Installation fee covers satellite arm, dish, radio and up to 50 feet of cable. A service loop is required. Any extra equipment required will be billed to the Customer. If during the installation, Provider determines that wireless Internet is not practical, Provider shall notify customer and this Agreement shall be null and void.
7. RENEWAL: This Agreement shall automatically renew for a term at one year at the rate in effect on the renewal date and each year thereafter, unless Customer cancels this service by written notification 30 days prior the anniversary date at this contract. Provider reserves the right to change or modify service or rates at any time.
8. PERFORMANCE: Customer wireless signal is sourced from a shared pipeline creating variable transmitting speeds. Speeds are listed as maximum speeds. This Agreement provides a maximum of 10 gigabytes per month throughput for residential customers and 15 gigabytes per month throughput for business subscribers. Provider shall have three options if monthly throughput exceeds these limits: 1. Adjust monthly fee. 2. After the limit has been reached, the speed will reduced to 56k for the remaining period. 3. Cancel this Agreement.
9. CANCELLATION FEES: Based on the remainder this contract. The fee will be \$25.00 times the amount of months left on the contract with a minimum of \$75.00. Customer shall be liable for an equipment removal charge of \$ 65.00. Customer will provide reasonable access to Provider for equipment removal. Provider will waive this charge if all Providers' wireless equipment is, as deemed by the Provider, returned in satisfactory and in operating condition by the Customer. If the Providers' equipment is damaged, lost or stolen, the Customer shall be liable for a replacement fee of \$400.00.
10. PAYMENT: Payment is due by the date stated on each monthly bill. A service charge on the unpaid balance shall be 1 .5% per month (18% annually). Provider has the right to temporarily suspend or terminate service for nonpayment of the amount due. Customer agrees to pay all expenses incurred to collect any account balance due, including Provider's collection and cancellation fees and reasonable attorney's fees. A \$35.00 reconnect fee will be assessed to reinstate service.
11. RATES AND CHARGES: Rates for Internet service are detailed on the front page of this Subscriber Agreement. Upon notice to Customer, Provider reserves the right to change or modify service or rates at any time.

12. **INTERNET USE:** Customer accepts full responsibility for the use and operation of the Internet service equipment, Internet communication and all resulting charges, including attorney's and/or collection fees. Customers are prohibited from transmitting on or through this service any material that is, in Southwest Wireless Net's sole discretion, unacceptable, obscene, offensive, or otherwise violates any local, state, national or international law.
13. **ASSIGNMENT:** Only Provider may assign this contract.
14. **UNAUTHORIZED USE:** In the event the Internet equipment is stolen, the Customer is liable for all usage charges until the theft is reported to Provider.
15. **USER OF SERVICE:** All charges and other amounts due under this Agreement whether authorized or not, will be Customer's responsibility. If more than one party is named in this Agreement as a responsible party, liability shall be joint and several. This service shall not be used for any purpose in violation of federal, state or local laws.
16. **AMENDMENT:** No amendment to this Agreement shall be enforceable unless it is written and signed by both parties.
17. **DEFAULT:** In the event of default, Provider shall have the authority to discontinue Internet service.
18. **ACCESS TO PROPERTY:** Customer shall provide Southwest Wireless or its successor's reasonable access to Customer's property for installation, repair, replacement, testing or removal of wireless Internet equipment.
19. **LIMITATION OF PROVIDER LIABILITY:** Customer's sole and exclusive remedy arising from any claim or breach of any warranty or obligation against Provider or any other party involved in the development, furnishing or maintenance of the Internet service equipment, signal or network failure, shall be limited exclusively to a demand that Provider correct the claimed breach. If such remedy is, or is deemed to be inadequate or deemed to fail its essential purpose, Customer, or any such other person's remedy shall be limited to the termination at this Agreement and the demand of a refund of the portion at the fees paid by Customer to Provider equal to the reasonable value at loss incurred by Customer or such other person as a result at the breach, but in no event to exceed the total fees paid by Customer to Provider during the twelve months preceding the date the claim arose, provided, however that nothing in this Agreement shall operate to relieve Provider or any other person for any lost profits, last savings, lost data or other special consequential or Incidental damages arising out of, or relating to, this Agreement or any product or service furnished under this Agreement or the use thereof, even if Provider has been advised at the possibility of such loss or damage. Provider shall in no event be liable for interruption, delays, errors, or defects in transmission, which are caused by acts at God, fire, war, terrorism, government authorities or other causes beyond its control. Customer understands that the World Wide Web (Internet in this Agreement) is in the public domain and agrees to hold Provider harmless regarding all communication, material and images that are accessible on the wireless Internet network.
20. **LIMITED WARRANTY** Customer acknowledges that 1) Provider is not a manufacturer of the equipment provided under this Agreement 2) that Customer accepts equipment "as is" with all its faults, subject to any manufacturer's and/or Provider's written new equipment warranty, if any 3) that unless otherwise specifically stated herein, used equipment is not subject to any warranty by the manufacturer or Provider 4) that notwithstanding warranty, if any, before manufacturer and/or Provider neither the manufacturer or Provider shall be liable for the cost of repairs made outside of Provider's or the manufacturer's place of business, unless authorized in writing 5) that there are no warranties-expressed, implied or statutory on the part of Provider as to the fitness of the equipment or any general or specific purpose or as to merchantability of quality and 6) that no payment hereunder to be made by Customer shall be delayed awaiting settlement at any claim.
21. **GOVERNING LAW:** The laws of the State of Minnesota shall apply to this contract.
22. **ENTIRETY:** This Agreement constitutes the entire Agreement between parties. All prior oral or written agreements between parties are null and void and are superseded by the terms of this Agreement.