

fee will be assessed for resuming service to suspended accounts.

Term

This agreement becomes effective on the date on which your Xtreme Internet service is installed. Your first payment is due at the time your service is connected. This is also your start-of-service date. This agreement remains in effect for 12 months from your start-of-service date for all one (1) year agreements. At the end of the 12-month period, your service will continue on a month to month basis.

Credit for Down Time

Although we intend to maintain your service at all times, you have the right to be credited if through our negligence you lose service via Xtreme Internet for more than 24 hours. In such a case, we will credit you 1/30 of the monthly base charge for each 24-hour period from the time of notice of interruption until the service restoration. The 24 hours must be continuous. You cannot add up shorter periods. To receive credit, you must notify the Xtreme Internet office that your service is not working. Most types of outages do not qualify for credit. Please read the next section for your information.

Events that do not qualify for credit

Most temporary service outages do not qualify for credit. You will not get credit for problems in the Service caused by your own or other's negligence or willful act (except as provided above) or for problems caused by weather or disaster-like situations. Please see Force Majeure. "Willful acts" include system failures caused by viruses, "hacking" and other forms of remote malice. You will not get credit for loss of connectivity caused by technicians working to modify or repair Xtreme Internet equipment. You will not get credit for loss of connectivity less than 24 hours long. Xtreme Internet may, however, issue credit on a case-by-cause basis at Xtreme Internet's discretion. If you believe that Xtreme Internet has billed you in error, you must contact us or call within 30 days of the invoice or statement date. Refunds or adjustments will not be given for any charges more than 60 days old.

Deposit

Xtreme Internet may require a deposit to commence the supply of service.

Closing your Account

To close your account, you must notify Xtreme Internet. To add or remove services, or close an account, you must identify yourself to Xtreme Internet's satisfaction. This is to protect unauthorized changes by other persons to your account. If you wish to cancel or close your account and terminate this agreement before it expires, an Early Termination Fee (ETF) will be charged. The Early Termination Fee is \$420. This fee will be reduced by \$35 for each month paid of the 12 month terms. If you wish to cancel a month-to-month service, you must provide 30 days notice to the closure of your account. Services will still be charged during this time.

Upon Termination of this Agreement or your account

You agree that upon termination of this Agreement:

You will pay Xtreme Internet in full for your use of the Equipment and the Service up to the effective date of termination of this agreement or the date on which the Service and Equipment have been disconnected and returned to Xtreme Internet, whichever is later. You will allow Xtreme Internet employees or contractors to access your premises to remove the Equipment. This may mean coming in your house and climbing on your roof. We agree to arrange a time that is convenient for you and an Xtreme Internet technician. If you fail to arrange a time for removal of the equipment, Xtreme Internet reserves the right to access your premises to remove any equipment located on the exterior. If you fail to arrange return or removal of equipment located on the interior of your premises, Xtreme Internet reserves the right to charge you for said equipment. Equipment fees range from \$69 to \$325 based on equipment type.

Credit for closed accounts

If you cancel your Xtreme Internet service, we will refund that part of your latest payment, which covers service up until your next invoice date excluding the 30 day notice period. Your setup and installation fees are non-refundable. You will always be refunded at the rate you paid. That is, if you received a discount, you will be refunded at the discount level, not at the standard level.

Computer Equipment

You are responsible for your own equipment that you use with the Xtreme Internet service. For this agreement to be valid, your computer must meet minimum requirements (as determined solely by Xtreme Internet). It must be technically and operationally compatible with the Service. Xtreme Internet's responsibility for your Internet connectivity stops at the demarcation of the Equipment we install. Demarcation is the point at which the Xtreme network ends and connects with the customer's equipment. You are responsible for providing equipment capable of receiving and transmitting electronic data through a standard port.

Home networks

You may access the Internet via Xtreme Internet from secondary computers on a home network within the limits of the Acceptable Use Policy. Your home network is not part of your Xtreme Internet service or Equipment. By accepting this agreement, you explicitly acknowledge that Xtreme Internet will not provide technical support for equipment or software that is not part of the Xtreme Internet Service or Equipment. Allowing someone to connect to your home network from outside your premises and use your Xtreme Internet service is strictly prohibited. If you do this, we may close your account. Giving someone outside your household or business your Xtreme Internet login name and password is strictly prohibited.

Equipment supplied by Xtreme Internet

Xtreme Internet agrees to maintain the Equipment in working condition for the lifetime of this agreement. In case of Equipment failure, Xtreme Internet will troubleshoot, diagnose, repair, or replace the Equipment within 48 hours. All Equipment supplied by Xtreme Internet, except for any item that you buy and pay for in full such as a wireless router, remains the property of Xtreme Internet. You may not mortgage, sell, transfer, lease, encumber, or assign all or part of the Equipment. If you lose or break the Equipment, or turn it over to someone else as described in the previous paragraph, you must pay Xtreme Internet the full retail cost of the repair or replacement. If Xtreme Internet spends money in the effort to get the equipment back, you must also pay those costs. You will not modify, tamper with, or move the Equipment. **The Equipment installed by Xtreme Internet is licensed by the Federal Communications Commission (FCC) and therefore cannot be moved, altered, or changed in any way by the consumer. If you need the**

Equipment moved, you must contact Xtreme Internet and ask to have an Xtreme Internet technician or contractor move the Equipment for you. You may be charged for the callout, labor and materials required to move the Equipment. If Equipment, including network components, is moved or modified by anyone other than Xtreme Internet personnel (employed or contracted), you may be liable for fines levied by the FCC. If damage to the equipment results so that Xtreme Internet personnel or contractors are called out to your location to repair or replace it, you will be charged \$150.00 for the visit in addition to any other charges specified in the Terms of Service. You authorize Xtreme Internet and its employees, agents, contractors and representatives to enter your premises in order to install, maintain, inspect, repair, and remove the Equipment. Xtreme Internet agrees to arrange a mutually convenient time with you for these activities.

Limitation of Liability

We will not be liable for interruptions in Services caused by failure of your hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Xtreme Internet, including, but not limited to: acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

Xtreme Internet's LIABILITY REGARDING YOUR USE OF SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES DURING THE AFFECTED PERIOD. THIS MEANS WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEY'S FEES.

You agree that Xtreme Internet will not be liable or responsible for any third-party claims or damages that arise from your use or another person's use of the Services or Internet access, further, You agree to indemnify and reimburse us for all costs and expenses related to the defense of any such claims, including attorney's fees. This provision will continue to apply after the Agreement ends.

Entire Agreement

These terms and conditions together with the acceptable use policy and work order are the entire agreement between you and Xtreme Internet, which may only be amended as described above. These terms and conditions supersede any inconsistent or additional promises made to you by any of our employees or agents.

By signing below You: (1) Acknowledge that you have read and understand the terms and conditions; (2) Agree to be bound by the terms and conditions; and (3) Are entering into a binding contract with Xtreme Internet for the purchase of Services that may have a term commitment and early termination charge.

Account Holder's Name: _____

Printed Name: _____

Signature: _____

Date: ____/____/____