



## ***INTERNET SERVICE PROVIDER AGREEMENT***

This agreement between Arx Technologies, LLC and the “End User” describes Terms of Service provided by Arx Technologies, LLC., “End User” is defined in this agreement as any persons or entities that have access to services provided by Arx Technologies, LLC. Any violation of this agreement may result in cancellation of service without prior notice. Any actions considered unlawful may result in civil/criminal charges being filed in accordance with state and federal law.

A. Equipment and Installation

B. Pricing and Charges

1.) Resuming Service after Cancellation or Disconnection.

C. Network Maintenance

D. Terms of Service

1.) Limits and Restrictions of Service

2.) Service Abuse

3.) Arx Technologies Right to Early Cancellation

E. Limitations of Liability

F. Disclaimer of Warranty

G. Right of Entry

H. Termination of Service

### **Section A – Equipment and Installation**

All End Users will have one Subscriber Module or “SM” Installed on the exterior of the home or business. Some installations may also require additional equipment. All leased equipment is property of Arx Technologies, LLC and will be removed after cancellation of service. In the event this equipment is taken by the End User or the equipment is missing, a non-returned equipment charge, not to exceed the original replacement cost, will apply. The leased equipment will be warranted against defect during network subscription. If the equipment becomes damaged due to actions taken by the End User such as but not limited to, removal of lightning protection, cutting or damaging wiring, physical impact to SM or antenna, changing or moving SM or Antenna, the End User will be responsible for damages. End User equipment purchased from Arx Technologies is the property of the End User and any maintenance on the equipment is also the responsibility of the End User.

### **Section B – Pricing and Charges**

Contract terms are monthly and billed on the customers anniversary date . Pricing is identified as the selected plan at the bottom of this agreement. In the event of termination of service requested by the End User all leased equipment must be returned in original working condition.

#### **Section B, Subsection 1 – Resuming Service after Cancellation or Disconnection**

If service is interrupted due to late payment or nonpayment and the equipment has not been removed, a \$10 reconnection charge will be assessed. If equipment is removed from the End User's home or business, and the wiring is not removed, a \$40 Reconnection fee will be assessed. If new wiring is needed or requested by the End User, a \$100 fee will be assessed. A returning End User who has ended their contract term in good standing and the equipment was removed at the end of service can resume service without additional charges. End Users may request temporary cancellation of service for the following reasons without penalty: a. natural disasters b. requests for temporary disconnection of service for extended periods of absents. Requests may be made in writing, but are subject to approval.

#### **Section C – Network Maintenance**

Arx Technologies, LLC will make our best effort to provide a fast, dependable network to serve each End User. In emergency conditions we may need to make repairs without having time to notify End Users of potential service outages. However, we will make every effort to make repairs as quickly as possible and provide as much advance notice for scheduled down-time for network maintenance, upgrades, and repairs. In most cases, upgrades and maintenance can be performed without interruption of End User service.

#### **Section D – Terms of Service**

Arx Technologies, LLC will provide End Users with a connection to the Internet and assist with basic problems associated with Internet usage via phone support. We will not provide support for usage of Non-Arx Technologies related services and websites.

#### **Section D, Subsection 1 – Limits and Restrictions of Service**

This Service Agreement covers residential and business connections. The following uses of this connection are prohibited and will result in termination of service or transfer of service to a service level in which your usage complies. Use of connection to: Perform data mining, spam e-mailing, and other web server based services. Sharing or reselling Internet service to any other residential or commercial properties. Engaging in fraudulent or any other activities deemed unlawful by state or federal laws.

#### **Section D, Subsection 2 – Service Abuse**

Service abuse will not be tolerated by Arx Technologies, LLC. Any intentional inference of network availability, intentional miss-configuration of equipment, attempts to obtain higher level of service without making a request for service upgrades or attempts to gain access to secure portions of the network will result in lifetime network ban and criminal/civil charges filed.

#### **Section D, Subsection 3 – ARX Web Right to Early Cancellation**

Arx Technologies, LLC retains the right to terminate Internet service at any time for any reason. Billing will be stopped at that point, and equipment will be recovered. Non return equipment penalties may still apply if equipment is not recovered.

#### **Section E – Limitations of Liability**

Arx Technologies, LLC will be held harmless to any damages or injuries caused in relation with equipment, installation, or service including, but not limited to damage due to natural phenomenon such as high winds, tornado, heavy rain, electrical damage, lightning, water damage due to old seals or flooding, injury to persons attempting to reach, cut, move, paint or otherwise change the equipment and installation.

#### **Section F – Disclaimer of Warranty**

Arx Technologies, LLC makes every effort to provide reliable, high-quality service. Service is provided “as-is.” Arx Technologies, LLC makes no guarantee of throughput to the End User, no guarantees of speeds achieved from websites due to the many factors that can affect service, such as environmental conditions that may be limiting the link speed or intentional limitations in place on the servers you are trying to access. Arx Technologies, LLC does not offer refunds for periods of lost service and will be held harmless to financial losses, productivity losses and data losses, telephone, and emergency service outages for VoIP users that may occur as result of any service outages. Arx Technologies, LLC will be held harmless to acts of data theft or data mining while accessing information using our network.

#### **Section G – Right of Entry**

The End User grants the following property entry right to Arx Technologies, LLC or our affiliates:

1. Entry to End User’s home or business at scheduled appointment time, and access to rooms/rooftop needed to install equipment.
2. Presence of an adult over the age of 18 during installation.
3. Right of access to equipment installed outside the home of or office anytime during business hours for the purpose of upgrade, repair, replacement or removal of equipment.

#### **Section H – Termination of Service**

At termination of service, End Users must either A. schedule removal of equipment, or B. return equipment to the office of Arx Technologies, LLC. If equipment is not returned within 30 days or payment agreement has not been reached, the account will be turned over for collection or a civil suit filled.

**End User Selected Service Level**

Residential Silver \_\_\_\_\_

Residential Gold \_\_\_\_\_

Residential Platinum \_\_\_\_\_

Business Silver \_\_\_\_\_

Business Gold \_\_\_\_\_

Business Platinum \_\_\_\_\_

Promotions Applied: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Arx Technologies Agent:** \_\_\_\_\_

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

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

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