



New Era Broadband
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Coolville, OH 45723

866.937.9991 (Sales)
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Contract For Internet Services

Agreement:

This agreement is between _____ (Customer) at a location of _____ OH/WV _____: and New Era Broadband, LLC (New Era) on this day _____ of _____, _____.

Customer agrees to purchase wireless Internet service from New Era for a term of (24) twenty-four months. If New Era is able to deliver services to the Customer, yet the Customer decides to terminate the contract before the twenty-four months are up, an early termination charge of \$250 will be applied. If New Era determines that service cannot be provided as stated herein, the Customer will not be liable for any early termination charges. Installation fees are not refundable, unless there is service failure due to non-correctable signal failure in the first 30 days of service. Customer agrees to hold New Era harmless and release New Era from liability for acts of God or other events, which result in damage to Customer by presence of the equipment New Era installs under this contract.

Standard Installation* (see Attachment A):

The Standard Installation (labor, parts and equipment) necessary for you to receive the wireless signal and transmit it to one computer or router at your location is \$199.99 plus tax. Standard installation includes up to 50 feet of CAT-5 cable (10' left inside at cable termination), radio install on the exterior of the home at a height no to exceed 15 feet above ground level, around no more than one exterior corner of the home and through one exterior wall of the home. NOTE: All commercial installations are classified as non-standard.

Additional Nonstandard Installation Services** (see Attachment A) will be estimated by the installer before work begins. Non-standard Installations include (but are not limited to) fishing cables through crawl spaces; attaching radio to detached buildings, garages, poles, etc.; extended cable runs (beyond 50') including running cable underground; installing radios above the 15' level. Additional CAT-5 cable is billed at \$0.50/ft. Labor is billed at \$55/hr.

Home Network Setup Services*** (see Attachment A) to setup your wireless router and connect up to three devices is available for a fee of \$45. Installer will configure your wireless router, set up security and also connect up to three wireless devices to communicate via the router. Additional devices can be attached for a fee of \$10 each.

Speed, Reliability and Service:

Customer understands that providing Wireless Internet Services is a technology that is highly dependent upon distance, terrain, vegetation and structures that exist between the Access Point and the Customer's connection. The Customer agrees that they have been informed of the possibility that at any point in the future, the signal may be disrupted because of outside interferences beyond the control of New Era. If this is the case, no early termination charges will be incurred, however the Installation charges cannot not be refunded. Speeds may be affected by overall network load, and by the number of users within the customer's own local network (i.e. number of computers using a router). Services may be interrupted at times by outages from our up-line providers. New Era will be held without fault for performance that is adversely affected by the (not limited to) aforementioned forces beyond our control. When the customer experiences problems accessing the Internet, they should call our toll free number at (866) 441-0003. If it is determined by New Era tech support, that the problems are not related to equipment and/or network issues of New Era (up to and including the Customer Premise Equipment installed by New Era),

and the customer desires an New Era representative to proceed to come to their location and check for problems, a truck roll fee of \$65 will be charged if it is determined that the problem is not with the New Era equipment. A charge rate of \$55 per hour (billed in 1/2 hour increments) for diagnostics and repairs will be assessed if the customer wishes the New Era representative to repair the non-New Era related problems. The cost of any additional equipment (connectors, cables, etc) will be estimated before the repair is completed.

Fees and Billing:

Customer's billing period begins on the first day of the month (with the first month of service prorated from the installation date until the first day of the next month) and is paid by credit card, debit card or electronic funds transfer (e-check) with payment processed on the billing date. Actual charges may be incurred between the 1st and the 5th of the month. If credit card, debit card or e-check transactions are declined and accounts become 5 days overdue, and no prior arrangements have been made with New Era, service will be suspended until the fees are paid in full, including a \$35 reactivation charge. Accounts that are 60 days or more overdue, where no arrangements have been made with New Era, will be deactivated, and New Era will arrange to reclaim the Customer Premise Equipment which belongs to us. All email accounts will be deleted.

Insurance: Your Internet service with New Era Broadband relies on Electronic Radio Equipment attached to a CAT-5 network cable that is run to the inside of your home. Thus, the equipment is susceptible to damage from lightning strikes on or near the structure, wind, ice or other naturally occurring instances. The equipment may also be damaged by accident or acts of negligence by the customer. While the equipment is installed on the customer's property, it is still owned by New Era Broadband, and the customer is entrusted with the care of the equipment. While it is rare, if damage to the equipment does occur because of the aforementioned, the equipment must be replaced at the expense of the home owner. The cost to replace the equipment varies depending on what all has to be replaced. The cost of equipment replacement is the market cost of the equipment plus service call and labor fees. New Era Broadband includes insurance as part of this contract which covers the total cost of replacement. The cost is \$4.99/mo. and is added to the monthly billing. The Customer may waive this fee, if they are willing to accept the financial liability (which may be covered by your homeowners policy – check with your insurance policy).

Plan Rate:

Select the plan you wish to purchase or are eligible for at this time. Some customers are only for the "Cruiser" plan, due to distance or terrain issues. Others may choose between the "Flex" and "Turbo" plans and may switch between the two at any time with a phone call to our Toll Free Customer Service number (866) 937-9991 during normal business hours.

CRUISER: (768 kbps download / 256 kbps upload) - \$34.99/mo Customer Initials: _____

FLEX: (768 kbps download / 256 kbps upload) - \$34.99/mo Customer Initials: _____

TURBO: (2 mbps download / 1 mbps upload) - \$59.99/mo Customer Initials: _____

INSURANCE WAIVER: (To waive New Era Broadband Insurance initial here) Customer Initials: _____

Authorized Signatures:

(Customer Printed Name)

(New Era Broadband Representative Name)

(Customer Signature)

(New Era Broadband Representative Signature)

(Date)

(Date)

Attachment A

*Standard Installation Description

The Standard installation charge described above includes the following:

Installation of equipment on a single story building, with a roof lip of less than 15' above the ground

Mounting hardware consisting of a single mast and plate mount, up to 50' of outdoor rated Category 5 cable, one exterior wall fish through a wood or metal and sheet rock structure (Concrete penetrations are charged on a time and Materials Basis above and beyond the standard installation fee - Where possible, installers will attempt to use an existing wall penetration), one Wall Plate (if applicable), and consumable parts such as staples, straps, necessary connectors to support the standard installation and a connection to one router and/or PC.

** Additional Non-standard Installation Charges

Time: \$55/hr, minimum 1 hour, thereafter billed in 30 minute increments. CAT-5 cable is billed at \$0.50/ft. This includes attachment to any buildings or structures (poles, etc) not a part of the main non-commercial residential home, including detached garages, flag poles, etc. Additional materials per installers' estimate:

*** Wireless Network Setup:

\$45 to set up one wireless router (owner provided) and configure up to three wireless devices to work on the network. Additional devices configured for an additional fee of \$10 per device. NOTE: New Era Broadband only warrants that the network will work at the time of setup, and that devices will be configured to retain connection setting. We will not warrant the work beyond that time, as user access to settings or faulty devices could corrupt the settings our installers enter at time of installation. We offer phone Technical Support to help reset these settings at (866) 441-0003 between the hours of 9am and 9pm every day.

**** Insurance Addendum

If the insurance option is accepted, \$4.99/month will be added to your regular plan cost. This covers damage to the New Era Broadband equipment, should it occur. If the insurance is waived, the customer will be responsible for the costs for any replacement of equipment due to lightning on or near the installed structure, damage from wind or ice (which includes strikes from tree or other flying debris caused by wind or ice) and damage from accident or negligence of the customer. The insurance covers unlimited replacement for natural occurrences, and one replacement for accident or negligence in a twenty-four month period. The cost for replacing the equipment, should insurance be waived or there be more than one accident or act of negligence in a 24 month period, is the market cost of new or refurbished equipment at the time of the replacement (currently approximately \$350), plus the cost of a service call which is \$65 for the truck roll, and a fee of \$55/hr. for time spent on premises.