



New Era Broadband
119 East Memorial Dr.
Pomeroy, OH 45769

740.992.0620 / 866.937.9991 (Sales & Customer Service)
866.441.0003 (Technical Support)
sales@newerabroadband.com

Connection Agreement

Agreement:

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

Customer agrees to pay on time for Internet services provided by New Era Broadband. Either party can terminate this agreement at any time with 30 days notice. Installation fees are not refundable unless there is service failure due to non-correctable signal failure or obstruction in the first 30 days of service. Customer agrees to hold New Era Broadband harmless and release New Era Broadband from liability for acts of God or other events, which result in damage to Customer by presence of the equipment of New Era Broadband installs under this contract.

Standard Installation* (NOTES):

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 not 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 Non-standard Installation Services** (NOTES):

Non-standard Installations 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 feet) including running cable underground; installing radios above the 15 feet level. Additional CAT-5 cable is billed at \$0.50/ft. Labor is billed at \$55/hr.

Home Network Setup Services*** (NOTES):

Home Network Setup Services are available to set up your wireless router and connect up to three devices for a fee of \$45. Installer will configure your wireless router, set up security and also connect up to three wireless devices to communicate with the router. Additional devices can be attached for a fee of \$10 each.

Speed, Reliability and Service:

Customer understands that providing Wireless Internet Service is a technology that is highly dependent upon distance, terrain, vegetation and structures that exist between the Access Point Tower 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 Broadband. 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 devices attached to the customer's wireless router). Services may be interrupted at times by outages from our up-line providers, and well as maintenance work and storm damage incurred by New Era Broadband. New Era Broadband 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 technical support number at 866.441.0003. If it is deemed by the New Era Broadband Tech Support that the problems are not related to equipment and/or network issues of New Era Broadband (up to and including the Customer Premise Equipment installed by New Era Broadband), and the customer desires a New Era Broadband technician to proceed to come to their location and check for a problem, a truck roll fee of \$65 will be charged if it is determined that the problem is not with the New Era Broadband equipment. A charge rate of \$55 per hour (billed in ½ hour increments) for diagnostics and repairs will be

assessed if the customer wishes the New Era Technician to repair the non-New Era Broadband related problem. The cost of any additional or replacement equipment (connectors, cables, etc.) will be estimated before the repair is commenced.

Fees and Billing:

Customer's billing period begins on the first day of the month (with the first month of service pro-rated 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 the account becomes 5 days overdue, and no prior arrangements have been made with New Era Broadband, service will be suspended until the fees are paid in full, including a **minimum \$5 late fee**. Accounts that are 60 days or more overdue, where no arrangements have been made with New Era Broadband, will be deactivated, and a **\$45 reconnection fee will apply**. At any time and at the discretion of New Era Broadband, a technician will be dispatched to the premises, the equipment will be reclaimed.

******Equipment Replacement Protection:**

Your Internet service with New Era Broadband relies on Electronic Radio Equipment attached to a CAT-5 network cable that is run from outside your home to inside 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 or vandalism by the customer or others. While the equipment is installed on the customer's property, it is still the property of 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 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 Equipment Replacement Protection as part of this contract which covers the total cost of replacement. The fee for this protection is \$4.99/mo. and is added to the monthly bill. The Customer may waive this fee, if they are willing to accept the financial liability (which may be covered by your homeowners insurance policy – check your policy or with your insurance agent to be sure).

Plan Rate:

Select the plan you wish to purchase or are eligible for at this time. Some customers are only eligible for the "Cruiser" plan, due to signal quality issues. Others may choose between the "Flex", "Turbo" and "Nitro" plans and may switch between the three plans at any time (for a minimum of one month) with a call to our Customer Support number: 740.992.0620 or toll free 866.937.9991, during normal business hours.

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|--|--------------|--------------------|-------|
| BASIC (1MB speed total): | \$39.99/mo. | Customer Initials: | _____ |
| BASIC with Digital Phone: | \$64.99/mo. | Customer Initials: | _____ |
| (1MB speed total with unlimited local and long distance phone service) | | | |
| TURBO: (4MB speed total): | \$64.99/mo. | Customer Initials: | _____ |
| TURBO with Digital Phone: | \$89.99/mo. | Customer Initials: | _____ |
| (4MB speed total with unlimited local and long distance phone service) | | | |
| NITRO: (7MB speed total): | \$77.99/mo. | Customer Initials: | _____ |
| NITRO with Digital Phone: | \$102.99/mo. | Customer Initials: | _____ |
| (4MB speed total with unlimited local and long distance phone service) | | | |
| EQUIPMENT REPLACEMENT PROTECTION WAIVER: | | Customer Initials: | _____ |
| (To waive the New Era Broadband Equipment Replacement initial here) | | | |

Authorized Signature:

(Customer Printed Name)

(New Era Broadband Representative Name)

(Customer Signature)

(New Era Broadband Representative Signature)

(Date)

(Date)

NOTES:

***Standard Installation Description:**

The Standard Installation charge described above includes the following:

Installation of the equipment, on a single story building, with a roof lip of less than 15 feet above ground level. Mounting hardware consisting of a single mast and plate mount, up to 50' of outdoor UV rated CAT-5 network 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 the installers will attempt to use existing wall penetrations), 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 or device.

****Additional Non-standard Installation Charges**

Time: \$55/hr, minimum 1 hour, thereafter billed in ½ hour increments. Additional CAT-5 cable is billed at \$0.50/ft. This includes attachment to any building or structures (poles, etc.) not a part of the main non-commercial residential home, including detached garages, flag poles, etc. Additional materials per installer's estimate:

*****Wireless Network Setup**

\$45 to set up one wireless router (owner provided or purchase from New Era Broadband) 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 the setup, and that devices will be configured to retain connection settings. We will not warrant the work beyond that time, as user access to setting or faulty devices could corrupt the settings our installer enter at the time of the setup. We offer phone technical support to help reset these setting at 866.441.0003 between the hours of 9am and 9pm every day.

******Equipment Replacement Protection**

If the Equipment Replacement Protection is not waived, \$4.99/mo. will be added to your regular plan cost. This covers damage to the New Era Broadband equipment should it occur. If the Equipment Replacement Protection is waived, the customer will be responsible for the cost 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, negligence of the customer or acts of war. The Equipment Replacement Protection covers unlimited replacement for damage from natural events, and one replacement for accident, negligence or vandalism of the customer or others during a twenty-four month period. The cost for replacing the equipment should Equipment Replacement Protection be waived or there be more than one accident, act of negligence or vandalism in a 24 month period, is the current market cost of new equipment, plus the cost of a service call which is \$65 for the truck roll, and a fee of \$55/hr. for technician time on premises (billed in ½ hr. increments). In cases where vandalism can be proven, New Era Broadband reserves the right to pursue arrest and conviction of those responsible for the vandalism, and to recover damages from those responsible.



Customer Installation Checklist

Install Date: ____/____/____

Customer: _____

Installer: _____

- | Initials | Description |
|----------|--|
| 1) _____ | My Customer Premise Equipment is installed in an acceptable manner and operable: |
| 2) _____ | My CAT-5 Network Cable was installed to an agreed location and in an acceptable manner: |
| 3) _____ | My Digital (VoIP) Phone ATA is installed and working properly (if applicable): |
| 4) _____ | I received a copy (or was told where to download it) my New Eras Broadband Terms and Conditions and any questions I had were answered to my satisfaction: |
| 5) _____ | My installer made note of item number 17 on the New Era Broadband Terms and Conditions and explained my responsibility to maintain any computer or devices connected to my network that is attached to the New Era Broadband network, with up to date anti-virus, anti-spyware, anti-spam software and a firewall: |
| 6) _____ | My installer demonstrated to me that my New Era Broadband Internet connection is functioning properly: |
| 7) _____ | My New Era Broadband installer answered all of the questions to my satisfaction: |
| 8) _____ | My installer performed his/her duties in a professional manner, and cleaned up their work area to my satisfaction: |

Customer Signature

Date

Installer Signature

Date