



Internet Services – Terms of Service Agreement

Customer agrees to pay on time for Internet services provided by Spiral Communications. Either party can terminate this agreement at any time with 30 days notice. Installation fees are not refundable.

Cancellation fee:

If the customer cancels in the first 6 months of service, the cancellation fee will be \$180, and then the cancellation fee decreases by \$10 every month after that until the first 24 months of the contract are up. Customer agrees to hold Spiral harmless and releases Spiral from liability for acts of God or other events, which result in damage to Customer by the presence of the equipment Spiral installed under this contract.

Standard Installation :

The Standard Installation (labor, parts and equipment) necessary for you to receive internet signal and transmit it to one computer or router at your location is \$50 plus tax. Standard installation includes up to 50 feet of 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:

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 or extended cable runs (beyond 50 feet). Additional CAT-5 cable is billed at \$0.50/ft. Labor is billed at \$65/hr.

Speed, Reliability and Service:

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 interference beyond the control of Spiral. 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, maintenance work and storm/weather damage incurred by Spiral. Spiral 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 855.877.4725. If it is deemed by the Spiral Tech Support that the problems are not related to

equipment and/or network issues of Spiral (up to and including the Customer Premise Equipment installed by Spiral) and the customer desires a Spiral technician to proceed to come to their location and check for a problem, a service call fee of \$65 will be charged if it is determined that the problem is not with the Spiral equipment. A charge rate of \$65 per hour (billed in ½ hour increments) for diagnostics and repairs will be assessed if the customer wishes the Spiral Technician to repair the non-Spiral related problem. The cost of any additional or replacement equipment (connectors, cables, etc.) will be estimated before the repair is commenced.

Fees and Billing:

Invoices are generated mid-month and are due on the first of each month. Payments can be made via credit card, debit card, electronic funds transfer (echeck) or cash. Automatic payments are withdrawn on the first of every month. If payment is not received by the start of the next billing period, the account will be delinquent and a \$10 late fee will be applied. Delinquent accounts will have access to the Internet disabled until payment is made in full. Accounts that are 60 days or more overdue, where no arrangements have been made with Spiral, will be deactivated, and a \$50 re-connection fee will apply. After deactivation, at any time and at the discretion of Spiral, a technician will be dispatched to the premises to reclaim Spiral equipment.

Term:

This contract is valid for two years from the date on the contract. After the contract has expired, service will exist on a month to month basis.