

CTESC Customer Agreement

This Agreement describes the terms and conditions between you and CTESC (Central Texas Extra Services Corporation) "Service Provider", "Us" or "We") applicable to the Viasat Service. CTESC is an authorized distributor of Viasat, ("Viasat"). Please read this Agreement carefully since it contains important contract rights and obligations between you and us, as well as important limitations on those rights. If you would like to contact us, you may call (830) 992-2240, or 888-297-1340, or write to:

CTESC
P.O. Box 553
Fredericksburg, Texas 78624-0553

1. The Service.

1.1 Description. The Service consists of a satellite-based Internet access service as further described in the Agreement (referred to as the "Service"). Service is available within the Central Electric Co-op service area and other Texas counties with an unobstructed view of the southern sky and its usage is subject to Viasat's Data Allocation and Acceptable Use Policies.

1.2 Limitations. You acknowledge all downloads and upload speeds are "up to," are not guaranteed and will vary. Voice of Internet protocol (VoIP) may not work. The performance of some games over the Internet may be very poor and some games may not work at all. Virtual private networks (VPN) and remote computer access may be very slow and may not work at all.

1.3 Equipment. In order to receive the Service, you must lease the equipment designated by Viasat ("Equipment") from us. Only an installer authorized by us may install the Equipment at your residence if you are a new customer. Existing customers may self-install an upgraded modem authorized by us.

1.4 System Requirements. It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment and other devices (including, without limitation, a wireless router if you intend to use the Internet Service on multiple devices and are not using the Viasat gateway) required to access the Internet Service.

1.5 Seasonal Suspend. If you have a Service Plan and you have received and paid for the Service for at least 30 days, you may convert your plan to the Seasonal Suspend Plan in accordance with the policies and fees stated by us at the time you convert to the Seasonal Suspend plan. Your Service may be suspend for up to 180 days consecutive and the months in which you receive the Seasonal Suspend plan will NOT count toward your Minimum Service Commitment Term. The Service, with the exception of e-mail, will not be available while you are on the Seasonal Suspend Plan.

2. Service Commitment.

2.1 Minimum Service Commitment. Your service plan requires a 24-month minimum lease term ("Minimum, Lease Term"), unless a different term is stated in this Agreement for your account. If you upgrade from a previous WildBlue or Exede branded Internet Service to a Viasat branded Internet Service plan you must commit to a new 24-month Minimum Service Term beginning on the day your new Internet Service is activated. If you terminate service prior to the expiration of the Minimum Lease Term, you will owe (and your credit card, debit card, or bank account may be charged) the Termination Fee as described below. Months of suspended service, whether voluntary or involuntary, do not count toward the Minimum Lease Term. You may not downgrade your service plan to a lower service package until 30 days after activation of your Service.

2.2 Term and Renewal. The term of this Agreement commences on the date your Service is activated and continues for the duration of the Minimum Lease Term unless terminated earlier by you or us in accordance with this Agreement. After the Minimum Lease Term expires, the term of this Agreement will automatically renew on a month-to-month basis, unless you have agreed to a new Agreement under another Internet Service Plan offered by CTESC or terminated this Agreement pursuant to Section 5.3.

3. Who May Use The Service? - Responsibility and Supervision.

3.1 Age and Account Set-Up. You represent that the Service will be installed and used solely in your residence and not in any commercial, retail or other business location (other than a home office in your residence), unless specifically agreed in writing by CTESC. You represent that you are at least 18 years of age. You agree that you are responsible for verifying and maintaining the account, options, settings and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information.

3.2 Multiple Use of Account. Only devices physically located at your residence and your family members or friends who are residing in your household may receive the Service under a single billing account. Your "household" is limited to the single address where you reside and where the Service is initially installed. It does not include adjacent apartments, residences, offices or any type of space not physically associated with your address. Any use of the Services other than as specified above constitutes an unlawful and unauthorized use of the Service and a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the Service and the imposition of the Termination Fee, without prejudice to any rights and remedies available to Service Provider under this Agreement, at law and at equity.

3.3 Installation of Equipment. You represent that there are no legal, contractual or similar restrictions on the installation of the Viasat Equipment in location(s) you have authorized. It is your responsibility to ensure compliance with all applicable building codes,

zoning ordinances, homeowners' association rules, covenants, conditions, and restrictions related to Service provided under this Agreement, to pay any fees or other charges, and obtain any permits or authorizations necessary for Service provided under this agreement (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. You acknowledge and agree that we will be required to access your premises or system to install and maintain the Viasat Equipment, including the antenna and its components, necessary for you to receive the Service inside and outside your home. This may include attaching Equipment to your computer, installing software on your computer, if applicable, and configuring your computer for optimized performance of the Service. By signing this Agreement, scheduling a service or installation visit, and permitting us to enter your home, you are authorizing CTESC or Viasat to perform all of the above actions. You are responsible for backing up the data on your computer and we highly recommend that you do so prior to permitting access to us. NEITHER CTESC NOR VIASAT SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER. This limitation does not apply to any damages arising from the gross negligence or willful misconduct of us or our designated service provider. Time frames for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

3.4 Subscriber Responsibility. You agree that you are responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for the Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You agree that you are responsible for backing up a) any data you submit, receive or transfer over the Service, including, without limitation, your e-mail; and (b) any data, files, programs, or applications on any device you connect to the Service. You acknowledge that you are aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by minors who use the Service through your account. You hereby ratify and confirm and shall be responsible for any obligations a minor using your account incurs or assumes and any promises or permissions such minor makes or gives.

4. Fees and Payment.

4.1 Fees, Taxes and Other Charges.

(a) Commencement and Duration of Monthly Fees. You acknowledge that (subject to any exceptions granted by us) you will pay for the Service each month in advance and such monthly fees will apply for each and every month (or portion of a month) that you are a subscriber, beginning with the date your Service is activated. Your account will continue until you cancel the account in accordance with the method or methods specified by us (unless otherwise terminated in accordance with this Agreement). As stated above, you may cancel your account at any time, subject to return of leased equipment and payment of the Termination Fees, if applicable. The monthly fees shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with these terms and conditions.

(b) Lease Service Plan. In addition to monthly subscriber fees, a monthly lease service plan fee in the amount of \$9.95 will apply for each and every month (or a portion of a month) that you are a subscriber, beginning with the date your lease commences and continuing until you terminate the account in accordance with the method or methods specified by us (unless otherwise terminated in accordance with this agreement). In consideration of the payment of the lease service plan fee, CTESC will provide labor and equipment for any service call required because of (1) manufacturing defect in the Equipment; (2) failure associated with standard installation; or (3) normal wear and tear. Service calls required because of other issues will be subject to additional charges. Service calls requiring round trip travel greater than 200 miles will be subject to a mileage surcharge.

(c) Billing, Charges, and Statements. You agree to pay, in accordance with the provisions of the billing option you selected, any registration, activation or monthly fees, service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. You agree to pay all applicable taxes related to your use of the Service, provision of services, software or hardware or the use of the Service by users of your account. Information on charges and surcharges (if any) that are to be paid to us and are incurred by you or by users of your account will be made available to you on the CTESC website or by e-mail, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. You will receive a paper bill in the mail, or a "paperless" statement notification in e-mail, for your service.

(d) Late Payment. If your payment is not received by us before the next statement is issued, your account will be considered delinquent and subject to suspension. If your account is suspended for non-payment, then re-connection fees of \$15.00 may be applied to your account, before reinstatement. If during the course of this agreement you should decide to suspend your account voluntarily, then when you re-connect there is no reconnection fee due. Termination of the Agreement by us due to your default or nonpayment may result in a Termination Fee owed by you, if you are subject to a Minimum Lease Term that has not been satisfied. We reserve the right to correct and charge under-billed amounts for a period of 90 days after the incorrect statement was issued. Payment of the outstanding balance is due in full each month. If payment is made and subsequently the check, credit card payment or draft (EFT) is returned for any reason, then a \$25.00 fee will be applied to your account and is due and payable immediately before said account can be re-instated.

(e) Termination Fee. If you terminate service prior to the end of the Minimum Lease Term (24 months) you will owe (and your credit card, debit card, or bank account may be charged) a Termination Fee of \$30.00 for each month remaining on the Minimum Lease Term.

4.2 Payment Authorization. If applicable under Section 4.1(c) above and except where additional methods of payment are specifically required or permitted under applicable law or regulation or as otherwise agreed to by us from time to time, you agree that we can charge your credit card or debit card ("Card Payment"), or initiate an electronic funds transfer out of your bank account ("EFT Payment") for payment of all Service fees, the Termination Fee or any other amounts payable under this Agreement. Additionally, you agree that we will bill your monthly Service fee in advance, and such Service fee will be collected through either check, cash, money order, Card Payment or EFT Payment. With respect to Card Payment and EFT charges the following authorization applies: You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number). If you fail to provide us with any of the foregoing information, you agree that we may continue charging you for any service provided under your account. If we are unable to process your credit or debit card at any time, your account may be immediately suspended or terminated and you will remain responsible for all amounts payable by you to us. Your card issuer agreement governs use of your credit or debit card payment in connection with this Service and you must refer to that agreement with respect to your rights and liabilities as a card holder. If we do not receive payment from you by check, cash, money order, credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree that we will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit card limit as a result of an automatic charge made under this Agreement. Credit card payment is not required and will not be made mandatory.

4.3 Disputes and Partial Payments. You are responsible for calling any disputed billing issue to CTESC's attention. If written notification (by U.S. Mail to P. O. Box 553, Fredericksburg, Texas 78624 or e-mail to helpdesk@ctec.coop) of such a dispute has not been received by us within sixty (60) days after the date of the invoice in question, the invoice will be considered to have been accepted by you for all purposes. We will not pay you interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to amounts owed by you starting with the oldest outstanding statement. If you send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we can, but are not required to, accept them, without losing any of our rights to collect all amounts owed by you under this Agreement. If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.

4.4 Reactivation. If your Service is suspended or terminated, including your failure to submit payment on time or for any other reason, in addition to payment of past due amounts, we may require a deposit before reactivating your Service. The amount of the deposit will not exceed one year of monthly fees. Amounts deposited by you will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If you fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Credit amounts shall not earn or accrue interest. If your Service is suspended or terminated for any reason, because of your failure to pay past due amounts, and you want to reactivate the Service, you agree to pay a reactivation fee in accordance with our then current rates. In addition you must bring your account up to date through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges.

4.5 Credit Inquiries and Reporting. You authorize us to make inquiries and to receive information about your credit experience from others, including credit reporting agencies, enter this information in your file and disclose this information concerning you to appropriate third parties for reasonable business purposes. In the case of late payment or non-payment for any of the Services ordered by you or any other charges, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

5. Modifications, Rights of Cancellation or Suspension.

5.1 Modification of this Agreement. Upon notice published over the Service, we may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, notify you by e-mail, online via one or more of the websites within the Service or other electronic notice. If you do not agree to such changes or additions, then you must terminate this Agreement in accordance with Section 5.3 and stop using the Service prior to the effective date of such modifications. Your continued use of the Service after the effective date of such modifications constitutes your acceptance of such modifications.

5.2 Modification of the Service. We and/or Viasat may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including publications and any other products or services ancillary to the Service. In particular, we reserve the right at our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content provided to you by us, Viasat or our vendors in connection with the Service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, on-line via one or more of the websites within the Service or other electronic notice. If you do not agree to such changes, then you must cancel your subscription and stop using the Service prior to the effective date of such changes. Your use of the Service after the effective date of such changes or additions constitutes your acceptance of such changes. In addition, we may take any action consistent with our Acceptable Use and Data Allowance Policies, including actions to (a) prevent unsolicited bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to us or its subscribers, subject to the Viasat Subscriber Privacy Policy, (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers.

5.3 Termination by Subscriber. Subject to your payment of the Termination Fee and the fee for Services for the full billing cycle in which termination occurred, you may immediately terminate this Agreement and discontinue the Service at any time upon verifiable written or telephone notice to us. You must terminate this Agreement in accordance with its terms; failure to do so may delay or prevent us from

knowing that a termination was intended. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or we have acknowledged such termination in writing, by e-mail or by telephone.

5.4 Termination or Suspension by Service Provider. We may immediately terminate your Service and this Agreement if you or a user of your account breaches this Agreement. We reserve the right in our sole discretion to terminate your account and this Agreement at any time or to suspend (with or without notice) or terminate access to or use of the Service, in whole or in part.

5.5 Post-Termination or Suspension Obligations. Notwithstanding any cancellation or termination of this Agreement or any of your accounts, nor any suspension or termination of access to or use of the Service, you will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in connection with such cancellation, termination or suspension. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and we may not provide a pro-rata refund of any pre-paid fees regardless of when your Service is suspended. Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by you or any user of your account. Once your Service is terminated, you will no longer have Internet access or e-mail service. Accounts may be converted to e-mail only service after terminating Service.

5.6 Return of Equipment Upon termination of this agreement you must return the following applicable leased Viasat Equipment to CTESC: TRIA, DISH, MODEM, POWER BLOCK AND SURGE PROTECTOR, or your original MODEM AND POWER BLOCK if you upgrade to a Service that requires activation of a new modem. The obligation to return leased equipment applies whether termination occurs prior to expiration of the Minimum Lease Term, or after expiration of such term.

6. Permitted Use and Restrictions on Use.

6.1 Software License. Subject to the terms of this Agreement, Viasat grants to you a personal, non-exclusive, non-assignable and non-transferable license to use and display the software provided by or on behalf of Viasat (including any updates) only for the purpose of accessing the Service ("Software") on any computer(s) on which you are the primary user or which you are authorized to use. The Viasat Privacy Policies provide important information about the Software applications we utilize. Please read the terms very carefully, as they contain important disclosures about the use and security of data transmitted to and from your computer. Unauthorized copying of the Software, including, without limitation, software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by Viasat. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by Viasat of this Agreement and the license. You agree that you shall not copy or duplicate or permit anyone else to copy or duplicate any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.

6.2 Restrictions on Use of The Service. You agree to comply with Viasat's Acceptable Use Policy, Data Allowance Policy, Bandwidth Usage Policy, Unlimited Data Policy applicable to your service located at www.ctesc.net, all of which are incorporated into and made a part of this Agreement. Viasat reserves the right to immediately terminate the Service and this Agreement if you knowingly or otherwise engage in any prohibited activity. You do not own or have any rights (other than those expressly granted to you) to a particular IP address, even if you are utilizing a static IP address.

6.3 Data Allowance, Bandwidth Usage and Unlimited Data Policies. The unlimited data Service plans are governed by the Unlimited Data Policy and if you use more than your Service plan's data usage threshold during your monthly billing period, we may prioritize your data behind other customers during network congestion, which will result in slower speeds. The Liberty service plans ("Liberty Plan(s)") are governed by the Data Allowance Policy and are subject to "Priority Data" usage limits. The data usage explanations for all other CTESC Internet Service plans are set forth in corresponding policies which can be downloaded from the www.ctesc.net website.

6.4 Prohibition on Resale. Reselling the Service or otherwise making the Service available to anyone outside your residence (e.g., via wi-fi or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis, is prohibited. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a non-Viasat local area network or wide area network, unless specifically authorized in writing by CTESC. Other prohibited activities include connecting multiple computers behind the satellite modem to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of the Acceptable Use Policy or any other Viasat policy or plan, or running programs, equipment, or servers from your residence that provide network content or any other services to anyone outside of your premises. You may not connect the Equipment to any computer outside of your residence.

6.5 No Unauthorized Use of Equipment or Software. You are strictly prohibited from servicing, altering, modifying, or tampering with the Equipment, Software or Service or permitting any other person who is not authorized by Viasat to do the same. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

6.6 Compliance with Laws. You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Agreement.

6.7 Security. You agree to take reasonable measures to protect the security of any devices you connect to the Internet through the Service, including, without limitation, maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your devices from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or

similar component). You expressly agree that if your computer or an Internet connected device becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, Viasat may immediately suspend your Service until such time as your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. Although Viasat has no obligation to monitor the Services or its network, Viasat and its authorized suppliers reserve the right to monitor bandwidth, usage, transmissions, and content from time to time in order to operate the Services, identify violations of this Agreement, or protect the Viasat network, the Services and other users of the Services. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including, without limitation, the security of any data stored or shared on such device(s).

6.8 Responsibility of Subscriber. You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your login and password. You are considered the registered recipient of the Service(s), and you will be liable for any charges or fees incurred by the use of your Equipment by anyone else up to the time that we receive your notice of termination, unless otherwise provided by applicable law. You may not assign or transfer your Service without our written consent. If you do, we may terminate your Service. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify CTESC immediately, or else you will be liable for payment for unauthorized use of the Service or Equipment.

7. Equipment. The terms of lease applicable to the Equipment are governed by this agreement or other documents evidencing such lease and, if applicable, a limited warranty offered by us. In addition, Equipment contains software and/or other intellectual property subject to a license agreement(s) ("License Agreement") provided with the Equipment. Any breach of the License Agreement constitutes a breach of this Agreement.

8. Warranties and Limitations of Liability.

8.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER CTESC, VIASAT, NOR ANY OF VIASAT'S WHOLESALERS, DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD PARTY CONTENT PROVIDERS ("PARTNERS") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES CTESC, VIASAT NOR ANY OF THE PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. CTESC AND VIASAT EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY CTESC, VIASAT OR ANY OF THE PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE THE SERVICE PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, SERVICE PROVIDER AND WE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. CTESC AND VIASAT SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

8.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER CTESC, VIASAT NOR ANY OF THE PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT AFFILIATE'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF CTESC, VIASAT AND THE PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO US BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

8.3 Applicability and Exceptions. The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if we, Viasat, or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited.

8.4 Service Interruptions. Service may be interrupted from time to time for a variety of reasons, including, without limitation, weather conditions at your home or at your assigned gateway location. Weather conditions at your assigned gateway may be different than weather at your home. We are not responsible for any interruptions of Service that occur due to acts of God (including, without limitation, weather), power failure or any other cause beyond our reasonable control. However, because we value our subscribers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a

fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES. You acknowledge and agree that the Service is not intended to be, and should not be used as, your primary or "life-line" telecommunications service.

8.5 Indemnity. You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to any and all uses of your account. This includes, without limitation, responsibility for all consequences of your violation of this Agreement (or a violation by any user of your account) or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.

8.6 Third Party Beneficiaries. The provisions of this Section 8 are for the benefit of us, Central Texas Electric Co-op, Viasat, and our respective contractors, information or content providers, service providers, licensors, including NRTC, employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

9. General

9.1 Limits on Transfers. Unless otherwise agreed in writing, your right to use the Service, or to designate other users of your account, is not transferable and is subject to any limits established by ourselves, or by your credit card company or other billing institution, as applicable.

9.2 Applicable Law. This Agreement is made in the State of Texas. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of Texas, excluding conflicts of law's provisions. Any such controversy or claim shall be settled exclusively by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be held in Texas. The arbitrator will be an expert in the field of Internet services or other appropriate subject matter of the dispute. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. There shall be no class action arbitration pursuant to this Agreement. Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or is barred. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and it is acknowledged that this is a services contract and not a contract for the sale of goods.

9.3 Notices, Disclosures and Other Communications. Where notification by us is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, e-mail or publication over the Service. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You must promptly notify us on any change in your e-mail or postal address in writing or electronically. Your initial ctesc.net or texas-skies.com e-mail address will be the primary account used by us for communications.

9.4 Construction and Delegation. If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide the services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and we may collect payment on their behalf, if applicable.

9.5 Miscellaneous. We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.

9.6 Assignment of Account. We may sell, assign, pledge or transfer your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your statement.

9.7 Entire Agreement. This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between you and us, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this document.

Modified March 1, 2018



P.O. Box 553, Fredericksburg TX 78624-0553
Local: (830 992-2240 Toll Free: (888)297-1340 E-Mail: isp@ctesc.net

Please read these Exede installation and Data Allowance Policy statements.

- A Standard Installation consists of: the mounting of the dish antenna (keeping in mind that this dish is much larger than a standard sized TV dish) by installing the antenna to an outside wall or on a sloped roof; coax cable routed, connecting to a ground block then to the point of entry, through one exterior wall and one interior wall or floor; connecting to the modem using up to 100 feet of coax cable; connecting of the modem to one computer using up to 7 feet of cable; and required mounting and cabling hardware. Limitations to grounding and/or Line of Sight (LOS) may prevent the installer from commencing a proper installation. A proper electrical ground, as defined by Viasat, must be located along the coaxial cable run. The installer will be setting up 1 computer. If you approved a roof mount, you acknowledge the potential risks associated with this type of installation (including, without limitation, with respect to any warranty that applies to your roof or roof membrane.
- For additional “non-standard” work not covered by the Standard Installation described above, your installer will quote you the price(s) before work will begin for all types of “Non-Standard” installations. Non-Standard work includes, but is not limited to; mounting the dish on a pole, (commonly referred to as a pole mount), additional wall, roof, or pole mounting equipment, attic work, and interior wall fish. Additional charges entirely depend on the size and complexity of the work and will be determined by the installer at the time of installation.
- Viasat’s unlimited data service plans; Bronze, Silver, Gold and Platinum, each do not have a monthly data allowance and may not be available in all areas. The amount of data you use will not affect your service speeds, unless the network is congested. If you exceed the data usage threshold for your service plan listed in the applicable chart below during your monthly measurement period, Viasat may prioritize your data behind other customers during network congestion, which will result in slower speeds. Starting on the first day of your monthly measurement period, all uploaded and downloaded data transmitted using your Viasat service counts towards your monthly data usage threshold. At the end of your monthly measurement period, your data usage resets to zero. Even though each unlimited data plan offers service speeds capable of streaming video at higher quality, your unlimited data plan’s video quality, or resolution, is set in accordance with the Unlimited Data Policy.

The data usage thresholds and video streaming resolution for each unlimited data plan are defined in the chart below:

Plan	Bronze 12	Silver 12/25	Gold 12/30/50	Platinum 100
Data Usage Threshold	35 or 40 GB	45 or 60 GB	65 or 100 GB	150 GB
Video Streaming Resolution	Typically up to 360p	Typically up to 480p	Typically up to 720p	Typically up to 1080p

I have read and understand the CTESC Customer Agreement and these statements modified June 1, 2018.

Date: _____

Signature: _____

Print Name: _____

Address: _____

THIS PAGE MUST BE RETURNED TO CTESC BEFORE THE INSTALLATION PROCESS WILL BEGIN.



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First Name: _____ Last Name: _____ MI: _____

Company Name: _____

Physical Address: _____

City: _____ State: _____ Zip code + 4: _____ + _____

(Circle One) Do you **Rent** or **Own**. Live within the **City limits** or the **County**. Which County: _____

Billing Address: _____

City: _____ State: _____ Zip code + 4: _____ + _____

Home: (____) _____ Work: (____) _____ Cell (____) _____ Other (____) _____

Owner Email Username: _____ @ **ctesc.net**

- Owner Email is REQUIRED and will be used to receive service and billing notifications about your account.
- 3 to 20 characters in length and must be different from your password.
- Acceptable characters are: a-z (not case sensitive), 0-9, _ (underscore) - (dash) and . (period)
- Up to four additional email accounts can be created after installation is completed.

Requested Password: _____

- 8 to 20 characters in length and must be different from Email Username.
- Must be different from First and Last Name, Company Name, Addresses, and Phone numbers listed above.
- Must contain a mix of UPPER and lower case letters, numbers and special characters.
- Acceptable characters are: A-Z, a-z, 0-9, and the following special characters !@#\$%^&*()~`-=_+[]\}|:;',./<>?

Choose your Viasat plan: (Local and State taxes will be added where applicable. Some plans not available in all area)

- Unlimited Bronze 12 \$69.95 monthly service fee and \$9.95 lease service plan fee.
- Unlimited Silver 12/25 \$99.95 monthly service fee and \$9.95 lease service plan fee.
- Unlimited Gold 12/30/50 \$149.95 monthly service fee and \$9.95 lease service plan fee.
- Unlimited Platinum 100 \$199.95 monthly service fee and \$9.95 lease service plan fee.

To combine this billing with your Central Texas Electric Co-op electric service or to enroll in recurring draft, please contact our billing department after the service has been installed or use the Central Texas Electric Smart Hub site.

If you were referred by an existing CTESC Internet Service customer please provide their ctesc.net or texas-skies.com email account:

AUTHORIZED SIGNATURE: _____ Date: _____

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Please provide us with information about computer services you may use:

1. **Do you use VoIP services such as Skype or Vonage?**
Viasat may not support and will not troubleshoot Voice over IP (VoIP) services.
2. **Do you use a VPN or Remote Connection services?**
Viasat may not support and will not troubleshoot Virtual Private Network (VPN) or Remote Connections.
3. **Do you use an Online Gaming Console?**
Viasat may not support and will not troubleshoot Online Gaming systems.

The following questions are about the architecture and construction of your building:

1. **What is the Roof made of?** An Exede dish can only be installed on an Asphalt or Composite Shingle roof.
2. **What are the exterior Walls made of?** Wood, Brick, Siding, Stone, Stucco, etc.
3. **Is your computer located on an interior wall or exterior wall?**
4. **Is you electric meter on the building or on a pole?**
5. **Is your landscape wooded to the south?**
6. **Do you own the property?**
Renters must complete an additional "Landlord Agreement" form. Please contact our office to acquire the form.
7. **Do you belong to any Homeowners Associations?**
8. **Please provide directions to the physical address or other special instructions:**

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