



**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 WildBlue Service. Service Provider is an authorized distributor of WildBlue Communications, Inc. (“WildBlue”). Please read this Agreement carefully since it contains important contract rights and obligations between you and your Service Provider, as well as important limitations on those rights. If you would like to contact us, you may call (830) 992-2240 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 this Agreement (the “Service”). Service is available in locations in the contiguous U.S. with an unobstructed view of the southern sky and its usage is subject to WildBlue’s Fair Access and Acceptable Use Policies. In order to receive the Service, you must lease the equipment designated by WildBlue (“WildBlue Equipment”) from us. Only an installer authorized by CTESC may install the WildBlue Equipment in your residence.

**2. Minimum System Requirements.** Your computer must meet certain minimum requirements to receive the Service as set forth on WildBlue’s website, [www.wildblue.com/aboutWildblue/qaa.jsp](http://www.wildblue.com/aboutWildblue/qaa.jsp). It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the Service. You are also responsible for all telephone charges incurred in connection with using the Service, if you access the Internet using our dial-up Internet access service.

**3. Service Commitment.**

**3.1 Minimum Service Commitment.** Your service plan requires a 24-month minimum lease term (“Minimum Lease Term”). If you terminate service prior to the expiration of the Minimum Lease Term, you will owe (and your Visa Credit card, debit card, or bank account may be charged) the Termination Fee as described below. You may not downgrade your service plan to a lower service package until 30 days after activation of your WildBlue Service.

**3.2 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 or unless terminated earlier by you or us in accordance with this Agreement. After the Minimum Lease Term expires, your lease is continued on a month-to-month basis until terminated by you or us in accordance with this Agreement.

**4. Who May Use The Service? - Responsibility and Supervision.**

**4.1 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). 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.

**4.2 Multiple Use of Account.** Up to three computers in your residence and up to six family members who permanently reside in your household may receive WildBlue Services under a single billing account. For Select and Pro service plans, up to eight computers in your residence may receive WildBlue Services 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.

**4.3 Installation of Equipment.** You represent that there are no legal, contractual or similar restrictions on the installation of the WildBlue 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 services provided under this Agreement, to pay any fees or other charges, and obtain any permits or authorizations necessary for services 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 or our service provider will be required to access your premises or system and to install and maintain the WildBlue Equipment, including the antenna and its components, necessary for you to receive the Service inside and outside your home. This will include attaching a satellite modem 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 or our service provider to enter your home, you are authorizing CTESSC or our service provider to perform all of the above actions. **NEITHER CTESSC NOR OUR SERVICE PROVIDER 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.** 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 or one of our designated service providers. Time frames for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

**4.4 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 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 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 ratify and confirm any obligations a minor using your account incurs or assumes and any promises or permissions such minor makes or gives. You acknowledge that an owner's manual or similar material was provided to you at the time of installation of your WildBlue Equipment and that you have read and understand the manual and all product warnings contained in the manual.

## **5. Fees and Payment.**

### **5.1 Fees, Taxes and Other Charges.**

**(a) Commencement and Duration of Monthly Fees.** You acknowledge that (subject to any exceptions granted by us) a monthly fee 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 subscription fee 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 \$4.95 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 cancel 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 WildBlue 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 and Charges.** You agree to pay, in accordance with the provisions of the billing option you selected, any registration, activation or monthly fees, ISP 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 WildBlue website, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us.

**(d) Statement.** You will receive a paper bill in the mail for your service.

**(e) Payment.** You agree to make payments via check, cash, money order, monthly Visa Credit Card charges or electronic funds transfer, as described in Section 5.2.

**(f) 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, 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.

**(g) Termination Fee.** If you terminate service prior to the end of the Minimum Lease Term (24 months) you will owe (and your Visa 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.

**5.2 Payment Authorization.** If applicable under Section 5.1(d) above and except where additional methods of payment are specifically required or permitted under applicable law or regulation or as otherwise agreed to by Service Provider from time to time, you agree that Service Provider can charge your Visa 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 Service Provider will bill your monthly Service fee in advance, and such Service fee will be collected through either a 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, Visa Credit card number, Visa Credit card expiration date, bank account number).

If you fail to provide us with any of the foregoing information, you agree that Service Provider may continue charging you for any service provided under your account.

If we are unable to process your Visa 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 Visa 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, Visa Credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree that Service Provider will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your Visa Credit limit as a result of an automatic charge made under this Agreement. Credit card payment is not required for residents of States where payment by credit cards may not be made mandatory.

**5.3 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 [billing@ctesc.net](mailto:billing@ctesc.net) of such a dispute has not been received by CTESC 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.

**5.4 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.

**5.5 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.

## **6. Modifications, Rights of Cancellation or Suspension.**

**6.1 Modification of the Service.** We and/or WildBlue 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, WildBlue 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 Fair Access Policies, including actions to (a) prevent bulk emailing 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 our 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.

**6.2 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 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 or by e-mail.

**6.3 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.

**6.4 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. 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. Upon termination of this agreement you must return the following leased WildBlue Equipment to CTESC: TRIA, MODEM, POWER BLOCK AND SURGE PROTECTOR. The obligation to return leased equipment applies whether termination occurs prior to expiration of the Minimum Lease Term, or after expiration of such term.

## **7. Permitted Use and Restrictions on Use.**

**7.1 Software License.** Subject to the terms of this Agreement, we grant you a personal, non-exclusive, non-assignable and nontransferable license to use and display the software provided to you in connection with the Service (including any updates) only for the purpose of accessing the Service ("Software") on any machine(s) on which you are the primary user or which you authorize to use. Unauthorized copying of the Software, including 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 WildBlue. 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 us 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.

**7.2 Restrictions on Use of the Service.** Service Provider and WildBlue reserve the right to immediately suspend your Service and Service Provider may terminate this Agreement if you knowingly or otherwise engage in any prohibited activity or if you use the WildBlue Equipment or Service in a way which is contrary to any WildBlue or Service Provider policy or any policy of a WildBlue supplier. You must strictly adhere to any policy set forth by another service provider accessed through the Service.

You agree to comply with WildBlue's Acceptable Use and Fair Access Policies as posted at [www.ctesc.net/wildblue.html](http://www.ctesc.net/wildblue.html); both the Acceptable Use Policy and the Fair Access Policy are incorporated into and made a part of this Agreement. You do not own, nor have any rights other than those expressly granted to you, to a particular IP address, even if you have ordered a static IP address.

**7.3 Fair Access Policy.** If your usage exceeds the limits set forth in the Fair Access Policy, WildBlue may reduce the bandwidth available to you on a temporary basis. Continued violation of the Fair Access Policy is a breach of this Agreement by you and will result in the termination of this Agreement. WildBlue Internet access is not guaranteed. The terms of this policy apply to all service plans, including Value, Select and Pro and any other service plan that Service Provider offers from time to time. For specific Fair Access Policy limitations please see the description of the service plan you are receiving.

**7.4 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 intended for personal and commercial use in a manner that is consistent with the terms of this Agreement, the Acceptable Use Policy, Fair Access Policy or terms of any other applicable policy or plan and you agree not to use the Service for operation as an Internet service provider or for any prohibited business enterprise or purpose, or as an end-point on a non-WildBlue local area network or wide area network.

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

**7.6 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.

**7.7 Security.** You agree to take reasonable measures to protect the security of your computer, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computer 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 becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, WildBlue 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. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.

**7.8 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 Service login and password. You agree to notify us immediately after you sell, give away or otherwise transfer your WildBlue Equipment to anyone else. You are considered the registered recipient of the Services until we receive such notice, and you will be liable for any charges or fees incurred by the use of your WildBlue Equipment by anyone else up to the time that we receive your notice, unless otherwise provided by applicable law. You may not assign or transfer your Service without our written consent. If you do, we may inactivate your Service. If your WildBlue Equipment is stolen or otherwise removed from your premises without your authorization you must notify us immediately, or else you will be liable for payment for unauthorized use of the WildBlue Service or WildBlue Equipment.

**8. Use and Control of Information; Service Provider Communication; Ads.** We may, without obligation, liability or notice, except to the extent prohibited by applicable law, distribute, loan, sell or otherwise share with other persons or entities user lists (subscriber account information that does not identify you by name, address or similar personally-identifiable information) as well as aggregate information. Aggregate information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Service. This shall not be construed to limit our use of other information not addressed in this Section. We will be free, in our reasonable good faith discretion and without notice, to provide subscriber and user information and records to (i) the courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, we may maintain and use internally such information and records. Information generated by or in connection with our administration of the Service shall be and remain our exclusive property. We may also from time to time provide on-line, fax, telephone, e-mail, mail and other communications to our Subscribers and users on matters pertaining to the Service, its features, its sponsors or its use without compensation to them or reimbursement of costs for doing so, but shall do so reasonably and in good faith. You acknowledge that communications with us, our representatives and our contractors may be monitored or reviewed for quality control and other reasonable business purposes. You also acknowledge that advertising and promotion may occur on the Service and also that neither you nor any user shall have any claim with respect to any proceeds from such activities.

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

#### **10. Warranties and Limitations of Liability.**

**10.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER SERVICE PROVIDER, WILDBLUE NOR ANY OF WILDBLUE'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 SERVICE PROVIDER, WILDBLUE 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. SERVICE PROVIDER AND WILDBLUE 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 SERVICE PROVIDER, WILDBLUE OR ANY OF THE PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE WILDBLUE PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, SERVICE PROVIDER AND WILDBLUE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. SERVICE PROVIDER AND WILDBLUE 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.**

**10.2 LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER SERVICE PROVIDER, WILDBLUE 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 WILDBLUE AND THE PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO SERVICE PROVIDER 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.

**10.3 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 Service Provider, WildBlue 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. In addition, these exclusions and limitations do not apply to your purchase of your WildBlue Equipment, which is governed by your purchase agreement or other documents evidencing such sale, including any limited warranty offered by Service Provider.

**10.4 Service Interruptions.** Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God (including 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.

**10.5 Indemnity.** You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or related to any and all use of your account. This includes, without limitation, responsibility for all consequences of your (or that of any user of your account) violation of this Agreement 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.

**10.6 Third Party Beneficiaries.** The provisions of this Section 10 are for the benefit of us, WildBlue, 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.

## **11. General**

**11.1 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 Visa Credit card company or other billing institution, as applicable.

**11.2 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 laws 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.

**11.3 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.

**11.4 Construction and Delegation.** 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 to 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. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.

**11.5 Miscellaneous.** 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. 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.

**11.6 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.

**11.7 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 December 21, 2009**

# CTESC INTERNET SERVICES



**WILDBLUE**<sup>SM</sup>  
COMMUNICATIONS

P.O. Box 553, Fredericksburg TX 78624-0553

Local: (830) 992-2240

Toll Free: (888) 297-1340

Fax: (830) 997-9034

E-mail: [wildblue@ctesc.net](mailto:wildblue@ctesc.net)

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ MI: \_\_\_\_\_

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code + 4: \_\_\_\_\_ + \_\_\_\_\_

Do you Rent , or Own  Live within the: City limits , or the County  Which County: \_\_\_\_\_

Home: (\_\_\_\_) \_\_\_\_\_ Work: (\_\_\_\_) \_\_\_\_\_ Cell (\_\_\_\_) \_\_\_\_\_ Other (\_\_\_\_) \_\_\_\_\_

Email #1 User ID: \_\_\_\_\_ @ **ctesc.net**

- Email #1 User ID is required and will be used to receive WildBlue service notifications.
- 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)
- If ordering Pro Pak, request an additional page for additional e-mail listing

Requested Password: \_\_\_\_\_

- 6 to 20 characters in length and must be different from the User ID.
- Acceptable characters are: A-Z, a-z, 0-9, \_(underscore) - (dash) and . (period)
- Must contain at least one UPPER case letter, one lower case letter, and one number.

Email #2 User ID \_\_\_\_\_ @ctesc.net Password \_\_\_\_\_

Email #3 User ID \_\_\_\_\_ @ctesc.net Password \_\_\_\_\_

Email #4 User ID \_\_\_\_\_ @ctesc.net Password \_\_\_\_\_

Email #5 User ID \_\_\_\_\_ @ctesc.net Password \_\_\_\_\_

## SERVICES REQUESTED:

Value Pak (5 E-mail accounts, 10 MB Web Space)  \$49.95 and \$4.95 service lease fee\*

Select Pak (5 E-mail accounts, 10 MB Web Space)  \$69.95 and \$4.95 service lease fee\*

Pro Pak (10 E-mail accounts, 20 MB Web Space, Back-up Dial-up\*\* included)  \$79.95 and \$4.95 service lease fee\*

\*Local and State taxes will be added where applicable.

\*\* Long distance charges may apply.

PAYMENT OPTIONS: Monthly Invoice  Bank Draft  VISA  Please invoice with my CTEC Electric Service

AUTHORIZED SIGNATURE (Must be 18 years or older):

By: \_\_\_\_\_ Date: \_\_\_\_\_

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



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**Please read the WildBlue Installation and Fair Access Policy statements.**

- A Standard Installation consists of; the mounting of the dish (keeping in mind that this dish is much larger than a standard sized dish, thusly it can only be installed on the side of, or the roof of, a house or building), with coax cable running on the outside of the house, connecting to a lightening suppressor, then to the point of entry, piercing one exterior wall and one interior wall, securing the exterior wall with weather proof material and installing a face plate to the interior wall, then to the modem, which in turn is connected to the computer's Ethernet port. A maximum length of 100 feet of coax cable is allowed between the dish installation and the modem, and 7 feet of networking cable between the modem and computer. 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 WildBlue, must be located along the coax cable run. The installer will be setting up 1 computer.
- 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, and you must pay him at the time of installation 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), attic work, and interior wall fish. Additional charges entirely depend on the size and complexity of the work and is determined by the installer at the time of installation.
- WildBlue estimates that a small percent of customers account for a disproportionate share of data usage on the WildBlue network. To ensure that all WildBlue customers have equitable access to the WildBlue network, WildBlue has implemented a Fair Access Policy (or "FAP"). WildBlue sets usage thresholds on the amount of data you can upload and download within stated time periods. If you exceed these thresholds, WildBlue will temporarily limit the speed at which you can send and receive data over the WildBlue access network. You will still be able to use the WildBlue Internet access service but your speed will be slower. In cases of extreme and continued violation of the FAP limitations, your service may be terminated. WildBlue may use other traffic management and prioritization tools to help ensure equitable access to the WildBlue network for all customers. Your WildBlue Internet access is not guaranteed and is subject to this FAP.

**I have read and understand the CTESC WildBlue Customer Agreement and these statements modified December 21, 2009.**

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



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E-mail: [wildblue@ctesc.net](mailto:wildblue@ctesc.net)

**Please provide us with information about your computer and location.**

**1. Does your computer meet WildBlue's minimum requirements?**

**PC/ Windows:** 700 MHz or faster processing speed, 256 MB Random Access Memory (RAM), and Windows 2000, XP Home, XP Professional, Vista, or Windows 7 operating systems.

**Macintosh:** 700 MHz or faster processing speed, 256 MB Random Access Memory (RAM), and OS 10.4 or higher operating system.

**2. Does your computer have an Ethernet port installed?**

On the back or side of the computer, look for a connection which resembles a PHONE jack. This ETHERNET connector will be larger with eight wires instead of four.

**3. Do you use a VPN or VoIP?**

WildBlue does not support and will not troubleshoot Virtual Private Network or Voice over IP problems at this time.

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

**4. What is the Roof made of?**

WildBlue can only be installed on an Asphalt or Composite Shingle roof.

**5. What is the exterior of the building made of?**

Stone, Stucco, Wood, Siding, etc.

**6. Is your computer located on an interior wall or exterior wall?**

**7. Is your electric meter on the building or on a pole?**

**8. Is your building a manufactured home?**

WildBlue cannot be installed on a manufactured home but can be mounted on a pole for an additional charge.

**9. Is your landscape wooded?**

**10. Do you currently have Dish Network or DirecTV?**

**11. Do you own the property ?**

Renters must complete an additional "Landlord Agreement" form. Please contact our office to acquire the form.

**12. Do you belong to any Homeowners Associations?**

**13. Please provide directions to the physical address or other special instructions?**

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# CTESC INTERNET SERVICES



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## PLEASE READ CAREFULLY. THIS AUTHORIZATION IS REQUIRED.

**This Bank Draft/VISA Credit Card authorization below is NOT an authorization for your WildBlue installation or your monthly service charge but an authorization to debit under provision 5.2 of the CTESC WildBlue Customer Agreement.**

I hereby authorize Central Texas Extra Services Corporation to debit the:

Checking Account or  **VISA** Account

listed below for any payment that is subject to the CTESC WildBlue Agreement provision 5.2. This authority will remain in effect until I have signed a new authorization or the expiration date on the account has changed.

Complete Financial Institution Information below if you choose Checking:

Financial Institution Name	
Financial Institution Address	
Financial Institution Phone Number	
Routing Number (9 Characters)	
Account Number	

(A voided check must be attached to this form for account verification)

Complete **VISA** credit card information below if you choose **VISA** Account:

Issuing Bank	
Credit Card Number	
Expiration Date	
Name On Card	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

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

# CTESC INTERNET SERVICES



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E-mail: [wildblue@ctesc.net](mailto:wildblue@ctesc.net)

Payment for the installation and first months service is required at this time. You may send a check, or use the following Bank Draft/ **VISA** Credit Card Authorization to provide payment for the services listed below.

Value Pak and installation –\$198.95  
Select Pak and installation – \$218.95  
Pro Pak and installation – \$228.95

I hereby authorize Central Texas Extra Services Corporation to debit the:

Checking Account or  **VISA** Account

listed below for any payment that is subject to the CTESC WildBlue Installation.

**This Bank Draft/ VISA Credit Card Authorization may also be used for a monthly RECURRING authorization for your WildBlue monthly service charge.** This authority will remain in effect until I have signed a new authorization or the expiration date on the account has changed.

Debit my account listed below on a monthly recurring basis:  Yes  No

Complete Financial Institution Information below if you choose Checking:

Financial Institution Name	
Financial Institution Address	
Financial Institution Phone Number	
Routing Number (9 Characters)	
Account Number	

(A voided check must be attached to this form for account verification)

Complete VISA Credit Card information below if you choose VISA Account:

Issuing Bank	
Credit Card Number	
Expiration Date	
Name on Card	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number