

CTESC INTERNET SERVICES



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Local: (830) 992-2240

Toll Free: (888) 297-1340

Fax: (830) 997-9034

E-mail: isp@ctesc.net

Thank you for your interest in CTESC's Exede Satellite Internet service.

All of our plans have the same great speed, 12Mbps download and 3Mbps upload (or 5Mbps download and 1Mbps upload in the extreme western portion of our service area). You can choose the plan that's right for you based on how much you use the Internet; 10 gigabytes, 15 gigabytes, or 25 gigabytes a month. The more you do online, the larger your data plan should be. Also, all plans include 5 Email addresses with Anti-Virus and Spam filtering and 24/7 toll free technical support.

We offer three plans:

Exede 10 with 10GB of usage a month for \$54.95 per month.

Exede 15 with 15GB of usage a month for \$74.95 per month.

Exede 25 with 25GB of usage a month for \$104.95 per month.

All Exede accounts will include an additional monthly \$7.95 service lease plan charge which covers the cost of labor and equipment for any service calls required because of (1) manufacturing defects in the Exede equipment; (2) failures associated with standard installation; or (3) normal wear and tear.

For **NEW SERVICE** customers, the \$49 installation charge, any additional installation charges, first month's pro-rated service charge, the following month's service charge, any monthly service lease plan charge, and all applicable taxes will be included on your first monthly invoice.

For **Active CTESC Internet Services** customers upgrading to Exede service, a month's pro-rated service charge, the following month's service charge, any monthly service lease plan charge, and all applicable taxes will be included on your next monthly invoice.

Before CTESC Internet Services can begin the Exede upgrade or installation process you must review the Customer Agreement then complete and return the required pages to CTESC. For your reference, the DAP (Data Allowance Policy) and the AUP (Acceptable Use Policy) can be viewed at www.ctesc.net. We do NOT need these returned. These policies are only for your review, are incorporated into the Customer Agreement by reference, and contain important rights, obligations, and limitations pertaining to your service.

You can drop off the completed forms at any Central Texas Electric Co-op office or mail the forms to:

CTESC Internet Services
P O Box 553
Fredericksburg TX 78624

Fax (830) 997-9034 - Fax copies will be accepted to begin the process; however the upgrade/installation will not be performed until the original forms have been received in our office. Emailed copies may be acceptable.

If there are any questions about any of these documents, or other concerns, just let us know. We will be happy to help you in any way we can.

CTESC Internet Services

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 Exede Service. CTESC is an authorized distributor of ViaSat, Inc. (“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 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 ViaSat’s Data Allocation and Acceptable Use Policies. **Please note the following limitations applicable to use of the Service: Real-time or “twitch” online gaming activities may experience performance degradation over the network, including latency effects. VPN applications may not perform or may perform poorly and are not recommended.**

1.2 Equipment. In order to receive the Service, you must lease the equipment designated by ViaSat (“Exede Equipment”) from us. Only an installer authorized by us may install the Exede Equipment at your residence.

2. Minimum System Requirements. Your computer must meet certain minimum requirements to receive the Service as set forth on ViaSat’s website, <http://www.viasatresidential.com/wildblue/overview/faqs>. It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the 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 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.

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. Only computers 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.

4.3 Installation of Equipment. You represent that there are no legal, contractual or similar restrictions on the installation of the Exede 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 will be required to access your premises or system and to install and maintain the Exede 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 to enter your home, you are authorizing CTESC or ViaSat to perform all of the above actions. 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. 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. 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 Exede 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 \$7.95 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 Exede 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 CTESC 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, or a “paperless” statement notification in e-mail, for your service.

(e) Payment. You agree to make payments via check, cash, money order, monthly 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, 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.

(g) 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.

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 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.

5.3 Disputes and Partial Payments. You are responsible for calling any disputed billing issue to CTEC'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.

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 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 4.3 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.

6.2 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 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.

6.3 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 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.

6.4 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.

6.5 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. 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 Exede 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, ViaSat grants to 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 are authorized to use. The Service uses third party software provided by Accelenet either in your modem or in your PC. You agree to comply with the terms of the Accelenet License Agreement located at www.wildblue.com/legal. You may also be required to accept the terms via a "click-through" or similar agreement. Please read the terms very carefully, as they contain important disclosures about the use and security of data transmitted to and from your computer. Our Subscriber Privacy Policy also provides important information about this application. 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 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 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. CTESC and ViaSat reserve the right to immediately suspend your Service and may terminate this Agreement if you knowingly or otherwise engage in any prohibited activity or if you use the Exede Equipment or Service in a way which is contrary to any CTESC or ViaSat policy or any policy of a ViaSat supplier. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with ViaSat's Acceptable Use and Data Allowance Policies as posted at www.viasatresidential.com/exede/legal. Both the Acceptable Use Policy and the Data Allowance 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 Data Allowance Policy. If your usage exceeds the limits set forth in the Data Allowance Policy, Exede may reduce the bandwidth available to you on a temporary basis. Exede Internet access is not guaranteed. The terms of the Data Allowance Policy apply to all Service plans. For specific Data Allowance 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, Data Allowance 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-CTESC local area network or wide area network.

7.5 No Unauthorized Use of Exede Equipment or Software. You are strictly prohibited from altering, modifying, or tampering with the Exede Equipment, Software or Service or permit any other person to do the same who is not authorized by ViaSat. 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, we 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 Exede 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 Exede 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 Exede 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 Service or Exede 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. **Exede Equipment.** The terms of lease applicable to the Exede Equipment are governed by this agreement or other documents evidencing such lease and, if applicable, a limited warranty offered by us. In addition, Exede Equipment contains software and/or other intellectual property subject to a license agreement(s) ("License Agreement") provided with the Exede 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 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, VIASATE 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.

10.2 **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.

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 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.

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, 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.

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 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 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.

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. 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.

11.5 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.

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 May 10, 2013



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

Local: (830) 992-2240

Toll Free: (888) 297-1340

Fax: (830) 997-9034

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 (keeping in mind that this dish is much larger than a standard sized TV 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 ground block, 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 coaxial 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 ViaSat, must be located along the coaxial 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 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 will be determined by the installer at the time of installation.
- CTESC Internet Services and ViaSat's goal is to give each of our customers the fastest service at the lowest price. To ensure that all of our customers have equitable access to the network and that heavy usage by a small number of customers does not negatively impact the network performance for all customers, the service utilizes a Data Allowance Policy (the "Policy"). This policy sets a usage threshold on the total amount of data you can upload and download within stated time periods. If at any time your data usage exceeds the data allowance, ViaSat may severely slow, restrict, and/or suspend your service, or certain uses of your service, until the end of your measurement period. Internet access is not guaranteed and is subject to this Policy.

I have read and understand the CTESC Customer Agreement and these statements modified May 10, 2013.

Date: _____

Signature: _____

Print Name: _____

Address: _____

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



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

Local: (830) 992-2240

Toll Free: (888) 297-1340

Fax: (830) 997-9034

E-mail: isp@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 Username: _____ @ ctesc.net

- Email #1 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 EXEDE plan: (Local and State taxes will be added where applicable.)

- Exede 10 (10 gigabytes of monthly usage) \$54.95 monthly service fee and \$7.95 service lease plan fee.
- Exede 15 (15 gigabytes of monthly usage) \$74.95 monthly service fee and \$7.95 service lease plan fee.
- Exede 25 (25 gigabytes of monthly usage) \$104.95 monthly service fee and \$7.95 service lease 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 your computer services:

1. **Do you use VoIP services such as Skype or Vonage?**
Exede may not support and will not troubleshoot Voice over IP services at this time.
2. **Do you use a VPN or Remote Connection services?**
Exede may not support and will not troubleshoot Virtual Private Network or Remote Connections at this time.

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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