

Wireless Internet Service from SPW&L

CUSTOMER AGREEMENT

1. Technical Requirements

- 1.1 To use Wireless Internet Service from SPW&L, you must have a personal computer, operating system software, and a network interface with the following minimum capabilities.
 - Processor speed—PC: 166 MHz or greater; Mac: PowerPC with 133 MHz or greater
 - Operating System—PC: Windows 95/98/NT/ME/2000/XP; MAC: 7.5 OS or later
 - Memory—32 Mb for Windows 95/98 or Mac OS; 64 Mb for Windows NT/ME/2000/XP
 - At least 200 Mb available on the hard drive
 - 10 Base-T Ethernet adapter (Network Interface Card) or USB-to-Ethernet network adapter
 - 10 Base-T Ethernet cable
 - Router-firewall, if you plan to set up a network
- 1.2 SPW&L does not support third-party software or hardware. If you have questions concerning third-party software or hardware you should contact the software manufacturer directly.
- 1.3 Wireless Network equipment: At the time of the install, Wireless Network equipment will be installed by SPW&L, this equipment will remain the sole property of SPW&L and upon termination of service, an appointment will be scheduled for the retrieval of the Wireless Network equipment. Antenna mounting hardware and cabling will not be recovered or removed if any possibility of damage may result.
- 1.4 Security: SPW&L recommends the use of a third-party firewall implemented in either hardware or software for protection of customer equipment.

2. Subscriber Responsibilities

- 2.1 SPW&L requires that that you comply with the terms of its Acceptable Use Policy. A copy of the Acceptable Use Policy can be found on the Sun Prairie Water & Light Web site (www.spwl.net) under *Wireless Services Acceptable Use Policy*.

3. Monitoring of Wireless Internet Services

- 3.1 SPW&L reserves the right to monitor Network Services in order to ensure customer compliance with its Acceptable Use Policy.

4. Customer Payment Obligations

- 4.1 Monthly Service Fees: SPW&L will bill you a monthly service fee for Wireless Internet Service. You agree to pay the bill by its due date.
- 4.2 Installation Fees: SPW&L will charge you a one-time installation fee.
- 4.3 Late Fees, Collections Expenses, and Termination for Unpaid Balances: If your payments are not current, SPW&L may impose a late fee or your service may be terminated without notice. You will also be liable to pay SPW&L for all attorneys' fees, collection fees, or other expenses arising from efforts to collect any unpaid balances on your account.
- 4.4 Charges for Online Services, Internet Transactions, or Toll Charges for Dial-Up Service: Through use of SPW&L Wireless Internet Service, you may access certain information, products, and services of others, for which there is a charge. You agree that you are solely responsible for all fees or charges for these online services, products or information.

5. Disclaimer of Warranties and Limitations of Liability

- 5.1 **NO WARRANTY: YOU AGREE THAT YOU USE WIRELESS INTERNET SERVICE FROM SPW&L AND ANY EQUIPMENT BY SPW&L AT YOUR SOLE RISK. WIRELESS INTERNET SERVICE AND WIRELESS INTERNET EQUIPMENT ARE PROVIDED ON AN "AS IS BASIS," WITHOUT WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. SPW&L DOES NOT WARRANT UNINTERRUPTED USE OF WIRELESS INTERNET SERVICE. SPW&L DOES NOT WARRANT THAT WIRELESS INTERNET SERVICE WILL BE ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SPW&L DOES NOT WARRANT THAT ANY DATA OR FILES YOU SEND OR RECEIVE WILL BE FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO YOUR COMPUTER.**
- 5.2 Limitation of Liability/Exclusive Remedy: SPW&L's entire liability and your exclusive remedy with respect to the use of Wireless Internet Service or its software and equipment or any breach by us of any obligation we may have under this agreement shall be your ability to terminate Wireless Internet Service or to obtain the replacement or repair any defective software or equipment. In no event shall SPW&L liability to you for any claim arising out of this Agreement, exceed the amount paid by you to access and use the service for a period of three months. In no event shall SPW&L be liable for any breach of warranty, direct, indirect, consequential, exemplary, special, lost profits, or punitive damages with regard to the installation, outage, maintenance, use, failure or removal of Wireless Internet Service.

- 5.3 Right of Entry and Damage to Your Home or Business Computer During Installation provided by SPW&L: SPW&L shall have no obligation to repair or replace any of your or anyone else's software or equipment that you believe has been damaged as the result of your receiving Wireless Internet Service from SPW&L, including without limitation, by any computer virus or any content transmitted in whole or in part through your Wireless Internet Service connection with SPW&L. You agree to permit SPW&L or an Independent Contractor employed by SPW&L to enter your home and property at reasonable times to install, connect, disconnect, repair or inspect the equipment used to provide Wireless Internet Service. SPW&L shall not be liable for any damage, loss or destruction to your home or your computer equipment during installation, including but not limited to any damage to, or loss or destruction of any hardware, software, files or data.
- 5.4 Damage to Equipment owned by SPW&L: All equipment provided by SPW&L shall remain its sole property throughout the term of this Agreement. You agree that you will not sell, transfer, lease, assign or otherwise encumber any equipment provided by SPW&L to you. You agree to pay the full retail cost for the repair or replacement of any lost, stolen, damaged or unreturned Equipment, together with any costs incurred by SPW&L including reasonable attorneys' fees in obtaining or attempting to regain possession of equipment provided by SPW&L.
- 5.5 Force Majeure: You agree that SPW&L will not be liable for any inconvenience, loss, liability or damage resulting from any failure, or interruption of Service, directly or indirectly caused by circumstances beyond its control, including but not limited to labor disputes, acts of war, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of Wireless Internet from SPW&L

6. Indemnification

- 6.1 You agree to indemnify and hold harmless SPW&L from any claims brought against SPW&L related to your use of Wireless Internet or the violation of the Acceptable Use Policy. You agree to pay any attorneys' fees incurred by SPW&L in bringing any action related to Wireless Internet from SPW&L or a breach of the terms of this agreement.

7. Termination of Wireless Internet Service from SPW&L

- 7.1 Your Right To Terminate Wireless Internet Service from SPW&L: You may terminate Wireless Internet Service from SPW&L at any time by calling SPW&L. Upon termination, you agree to pay any outstanding account balance and you will allow SPW&L to recover all Wireless Internet Equipment. If you do not allow SPW&L to recover Wireless Internet equipment, you will be billed for the full retail value of the equipment that was furnished to you by SPW&L.
- 7.2 SPW&L's Right to Terminate Wireless Internet Service: SPW&L may terminate or disconnect Wireless Internet Service at any time without prior notice if SPW&L believes in its sole discretion that you have:
- (a) Failed to pay your bill when due. If you are disconnected for non-payment, you may be charged a disconnect and/or a reconnect fee.
 - (b) Violated the Acceptable Use Policy.
 - (c) Violated any other provision of this service agreement.
- 7.3 Rights Upon Termination: In the event that your account is terminated or cancelled, no refund, including any fees you have paid to us, will be granted; no online time will be credited to you, nor can it be converted to cash or another form of reimbursement. Moreover, SPW&L will not be responsible for the return of data stored on our servers or the servers of companies contracted by SPW&L for services such as web hosting or e-mail. You agree that SPW&L has no obligation to visit your home upon termination of service to reconfigure your computer.

8. Miscellaneous

- 8.1 Entire Agreement: This agreement and the schedules referenced in this agreement constitute the entire agreement with respect to SPW&L Wireless Internet Service. This agreement supercedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this agreement.
- 8.2 No Rights or Remedies for Third Parties: This agreement is not intended to give and does not give any rights or remedies to any person other than you and us.
- 8.3 Governing Law: This Agreement and all matters arising out of or related to this Agreement will be governed by the laws of the state of Wisconsin, without regard to conflicts of law provisions. You agree that the Federal and state courts of Wisconsin alone have jurisdiction over all disputes arising under this Agreement and you consent to personal jurisdiction of those courts.
- 8.4 Severability: If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permitted by law.
- 8.5 Changes to the Agreement: SPW&L may change, alter, amend or modify this Agreement at any time. SPW&L may notify you of any change either by posting that change on SPW&L's website (www.spwl.net), by sending you an e-mail or by U.S. mail. If you continue to use Wireless Internet Service from SPW&L after notice has been made of a change, you agree to accept those changes.
- 8.6 No Assignment: You may not assign this Agreement or your rights or obligations under this Agreement without our prior written consent which may be withheld in SPW&L's sole discretion.
- 8.7 Waiver: Except as otherwise provided herein, the failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.
- 8.8 Contact Information: If you have a problem with Wireless Internet Service from SPW&L, you may contact SPW&L at 608-837-5500.

Customer Signature _____ Date _____

Customer Name (printed) _____