

TERMS OF SERVICE

1 - Provision of Services: Rural Texas Broadband will provide computing and network system services (telecommunications, newsgroups and information, and access to computing, telecommunications, software, and information services provided by Rural Texas Broadband and by others via the Global Internet) and install necessary equipment (radio, cable, antennas & standard mounting equipment) to Subscriber in exchange for payment of fees and compliance with the terms and conditions of this agreement. Subscriber agrees that by initiating any connection provided by Rural Texas Broadband or their affiliates they have accepted the terms of service as listed herein, after which the absence of a signature to this Agreement is not necessary to enforce the terms listed herein.

2 - Payment Policies & Terms: Subscriber agrees to pay monthly, in advance, all base monthly and other fees, any applicable installation charges, plus any applicable tax thereon, by the 10th day of the month for the month of billed service. Subscriber further agrees to pay a twenty-five dollar (\$25.00) late payment fee on any invoice not paid by the 15th day of the month for the month of billed service. Rural Texas Broadband may suspend service and retrieve the equipment on any account remaining unpaid for thirty (30) or more days, and Subscriber agrees to pay a Twenty-Five Dollar (\$25.00) reconnection fee to reactivate Subscriber's services. Unpaid amounts due under this agreement shall accrue interest at 18% per annum. Subscriber further agrees that in the event their service is terminated for nonpayment and they fail to pay the remaining balance due, including any amounts due for equipment purchased or failure to return any equipment to Rural Texas Broadband under this agreement; Subscriber authorizes Rural Texas Broadband to charge any payment method that the Subscriber may have used with Rural Texas Broadband in any past transaction, including, but not limited to: credit card, debit card or checking account (by means of an ACH transaction or electronic check) that may be on file with Rural Texas Broadband. Subscriber authorizes Rural Texas Broadband to process any check given for payment to be processed as an electronic check, and further authorizes Rural Texas Broadband to charge through an ACH or electronic check a returned check fee in the amount of \$30.00 in the event any check given to Rural Texas Broadband is returned unpaid for any reason.

3 - Warranty Termination: Subscriber may terminate their Service Agreement, without penalty, within fifteen (15) days of installation date. Any installation, set-up, and usage fees collected from Subscriber will be pro-rated through termination date, and any balance remaining will be refunded to Subscriber within thirty (30) days.

4 - Account Termination: Subscriber may terminate their Service Agreement by submitting a written request for termination (email or U.S. Mail) to Rural Texas Broadband at the address listed in this agreement. The termination date on termination requests (a) shall be the 1st day of the month following receipt of the termination request for requests received prior to close of business on the 19th day of the month, and (b) shall be the 1st day of the 2nd month following receipt of the termination request for requests received after the close of business on the 19th day of the month through the end of the month. Upon early termination, Subscriber agrees to pay a termination fee equal to the remaining base monthly fees due under this agreement from the date of termination to the end of the agreement term, plus all other fees and charges due under this agreement, within 30 days of the termination date.

5 - Additional Fees: In the event that additional construction or equipment, including but not limited to routers, longer or additional cables, additional grounding, higher tower or mast hardware, or specialized antennas, is required or requested, an additional fee will be charged for said equipment and additional labor not included in the standard install or service contract. Additional fees and labor will be billed by RTXBB or the independent representative performing work.

6 - Equipment & Scope of Work: All equipment, (radios, antennas & standard mounting equipment), unless purchased and paid for in full by the Subscriber, will at all times remain the property of RTXBB. Subscriber may not sell, transfer, lease, encumber, pledge or assign all or part of the equipment to any third party. Subscriber agrees to pay RTXBB the full retail cost, or the repair or replacement cost, of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned equipment or part thereof, together with any costs incurred by RTXBB, or its independent representative, in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this agreement, Subscriber authorizes RTXBB to retrieve from Subscriber's premises RTXBB's equipment for appropriate disposition.

7 - Non-Standard Connections: In the event of an aborted connection due to insufficient line of sight to an access point, Subscriber will receive a report of the connection options available. The report will include optional mounting configurations and their respective costs. Subscriber may at that time choose one of the available options or decline services. If the Subscriber declines services, RTXBB will refund to Subscriber or credit to the purchase price of any equipment the Subscriber decides to purchase, all deposits made by Subscriber.

8 - Standard Maintenance: RTXBB's connection point ends at the Ethernet cable connection on the RTXBB supplied wireless radio. RTXBB requires that a router be connected to their equipment in order to receive service. If needed, our standard router will be furnished during the initial installation for an additional cost. The said router will become the responsibility of Subscriber. If Subscriber's router is found to be faulty, it will be the Subscriber's responsibility to replace it in order to continue receiving RTXBB services. Any trouble beyond RTXBB's network or equipment is the full responsibility of Subscriber. Standard maintenance is limited solely to RTXBB's network and backbone connectivity. If your connection ceases to function properly after it has been tested and shown to be working, and RTXBB's network is still functioning properly, RTXBB will send a technician during normal business hours (9AM-5PM, Monday-Friday). If the problem is due to Subscriber negligence, or any items listed in "Not Covered by Maintenance Plan or Standard Maintenance Plan", Subscriber agrees to pay standard hourly rates for any service. Additional Maintenance Plans at additional cost are available upon request.

9 - Not Covered by Maintenance Plan or Standard Maintenance Plan: Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of or faulty electrical power or air conditioning, operator error, or malfunction of Subscriber's computer and/or peripheral equipment not installed by RTXBB, or from any cause related to or other than the intended and ordinary use; antenna re-aiming or relocation due to obstructions such as trees or buildings, or storm related damage; any re-aiming of antennas, or reconstruction of tower/mast assemblies; relocation of services and equipment. Items not covered will be billed to Subscriber at standard hourly rates.

10 - Use of Material: All content downloaded or uploaded using RTXBB's system shall remain the sole responsibility of the Subscriber. The Subscriber assumes all risks associated with material, including but not limited to compliance with copyright restrictions, trademark restrictions, service mark restrictions, confidentiality limitations, trade secrets, patent restrictions or any other restrictions on intellectual property or other tangible or intangible rights associated with the material.

11 - Use of Services/Termination: The following are violations of this agreement that subject the Subscriber to immediate termination of service: Reselling any services offered by RTXBB under this agreement without the prior written consent of RTXBB; Hosting any web site dedicated to the sale or dissemination of pornographic materials and/or containing content of a sexually explicit nature; Use of service for any unlawful purpose or in connection with or adjunct to any matter or thing, which violates any municipal, county, state, federal, or foreign regulation; Any use that infringes upon the use by other subscribers of RTXBB or the wireless network; Any transmission of unsolicited advertising or promotional materials to other RTXBB or wireless network subscribers;

Any use that disrupts the normal use of the system for other RTXBB Subscribers; the propagation of computer worms or viruses or the use of the network to make unauthorized entry to other computational, information, or communication devices or resources of others; the use of RTXBB's services by Subscriber to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form; the failure of any Subscriber running IPX to use an IP tunneling protocol; the broadcast of Routing Internet Protocol (RIP) by Subscriber; RTXBB's liability to Subscriber for termination under this section shall be solely limited to a refund to Subscriber of any unearned prepaid service fees.

12 - Indemnification/Release/Damages: Subscriber expressly agrees to indemnify and release RTXBB, its affiliates, subcontractors, employees, agents, representatives, assigns and successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of RTXBB's services hereunder including but not limited to Subscriber's access to content uploaded or down loaded using RTXBB's services from any source or to any recipient. Subscriber further releases RTXBB from any responsibility or liability related to the accuracy, quality, or confidentiality of any information available by or through RTXBB's systems and/or the wireless network. Subscriber's release of RTXBB includes any actions or inaction by RTXBB that amount to negligence. Subscriber further agrees to indemnify and hold harmless RTXBB from and against any and all claims actions causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, or termination of RTXBB's services herein. RTXBB shall not be liable to Subscriber for any indirect, incidental, special, punitive, exemplary, or consequential damage, cost, expense or other liability, including loss of revenue or profits, whether arising out of contract, tort (including negligence), strict liability, or any other cause of or form of action whatsoever.

13 - Disclaimer: RTXBB assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via RTXBB's services. RTXBB discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by RTXBB which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations, including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to RTXBB that its use of RTXBB's services to access information, content or other services is at Subscriber's own risk.

14 - Privacy Policy: RTXBB does not track, nor share any customer information with any person or entity except under subpoena of law.

15 - Arbitration & Attorney's Fees: RTXBB and the Subscriber agree that any controversy or claim between them arising out of or relating to this agreement shall be resolved exclusively by binding arbitration in accordance with the commercial arbitration rules then in force by the American Arbitration Association. RTXBB and Subscriber agree that the prevailing party in any action involving this agreement shall be entitled to recover its attorney's fees and costs.

16 - Refund Policy: Refunds are handled on a per case basis.

Mailing Address: Rural Texas Broadband, Inc., P.O. Box 760185, San Antonio, TX 78245

Billing Email Address: billing@rtxbb.net

Support Email Address: helpdesk@rtxbb.net

Phone Number: 830-267-4142