



JH Compunet Terms of Service

PO Box 3310
180 South Cache Street
Jackson, WY 83001
Phone 307-732-0900

This agreement is entered into by and between you the subscriber (Subscriber) and JH COMPUNET (Provider) with offices at 180 S Cache Street, Jackson, Wyoming 83001, for the purpose of establishing the terms and conditions under which Provider will furnish Internet Access Service.

SERVICE TO BE PROVIDED. Provider, under the terms of this agreement, will furnish to Subscriber the selected package of Internet Access Service agreed upon at time of installation.

TERM OF THE AGREEMENT. This Agreement shall be in effect for an initial term commencing with service inception and continuing for a period of 12 months of active service.

TRIAL PERIOD. All new subscribers have a 15 day trial period that starts on the initial install date to cancel service for any reason. After the 15 days expire, the subscriber is subject to the terms of agreement listed above.

EARLY TERMINATION. If Subscriber cancels or terminates service for any reason prior to the end of any term, Subscriber will be subject to an early termination charge equal to Monthly Recurring Costs (MRC) times the months remaining in the contract term or a \$250.00 cancellation fee whichever is less.

SEASONAL SUBSCRIBER. Provider offers to support seasonal Subscribers throughout the annual term of this agreement extending the calendar year obligation to a floating 12-month commitment. Should Subscriber not require the use of their Internet connection for an extended period of time Provider will temporarily suspend the monthly service and fee. The minimum length of disconnection or connection will be one month.

CHANGES TO SERVICE. During the term of this agreement, Subscriber may choose to change their Internet Access package/speed without violating the terms of this agreement. A change fee may be required to implement the change. A move of service may incur a minimum fee of \$150.00. Excess cabling and multiple workstation moves will incur normal hourly labor rates beyond the basic \$150.00 equipment move fee. Early termination charges will not apply during the timeframe in which a move of equipment occurs and service is reestablished.

RESALE OF SERVICE Customers cannot resell any type of JHCompunet's service to anyone for profit unless specific arrangements are made. Reselling our services without permission will result in the termination of your internet privileges and services and possible legal action. Reselling the service includes, but is not limited to the following: Internet Cafe establishments, neighbors that are within reach of your wireline or wireless network and any other use of the services FOR PROFIT.

CANCELLATION POLICY Customers may cancel their service at any time. You may be charged an early termination fee as they pertain to each individual service. A cancellation confirmation number will be issued at the time of the cancellation. This number will be used to verify all cancellations. NO CANCELLATIONS CAN BE CONFIRMED WITHOUT A CONFIRMATION NUMBER. Cancellations will go into effect on the last day of the month in which service was cancelled. JH Compunet retains the ownership of all wireless equipment even after the contract period.

PAYMENT SCHEDULE. Subscriber will be billed installation charges, as well as the appropriate MRC's for the Internet Access Service speed selected at the time of the first bill. Provider reserves the right to request payment for any and all equipment associated with the initial installation for Internet access in advance.

Internet Access Service charges are due and payable monthly in advance. Failure to pay monthly service charges shall give Provider the right, without liability, to temporarily disconnect Internet Access Service. A returned check will be considered non-payment of the account. Restoration of service will require payment of any unpaid balance and a reconnect charge of \$20 may be applied. If service is not reconnected within seven (7) calendar days, the Internet Access Service will be permanently disconnected. To restore service after a permanent disconnect, payment of the full unpaid balance, early termination charge, and pre-payment of new installation charges may apply.

Late Payment Fees - A late payment fee of 1.5% per month may be added on accounts not paid within thirty (30) days of billing (18% annum).

Returned Check Charge - A \$25.00 processing fee will be charged on all returned checks.

CUSTOMER PROVIDED EQUIPMENT. Any equipment not purchased from Provider is customer provided equipment. Provider is not responsible for support of customer provided equipment and Subscriber may become liable for the expense of a service call if such equipment adversely affects Internet Access Service.

CUSTOMER INSTALLATION. The installation date and time will be determined by Provider and communicated to Subscriber as early as possible. Prior to or during installation, Subscriber and Provider will determine if Subscribers' computer(s) are configured appropriately for the Internet Access Service connection. If not, Subscriber will be required to purchase or provide the appropriate hardware for the service to work. Installation of said equipment can be installed by Provider for a fee.

In the event a Subscriber installs a network utilizing the provided Internet Access Service modem, it is with the clear understanding that Provider is not responsible for any problems that may occur. Provider will not dispatch a technician to Subscriber's location to resolve any computer and/or network-related problems without an associated fee.

SERVICE CALLS. If Provider is called to Subscriber's site and it is determined that the problem is other than the Internet Access Service and/or the Internet Access interface, a minimum service fee of \$135.00 will be charged. An additional hourly fee of \$135 will be charged beyond the first hour (in half hour increments). The stated rates apply during regular business hours. Overtime, weekend, and holiday rates will be higher. Travel and related charges may also apply.

The provided Internet Access Service hardware is warranted by its manufacturer for a period of one (1) year. During the one (1) year manufacturer's warranty period Provider will support the hardware for problems covered by the manufacturer's warranty. Service calls determined to be the result of an out of warranty Internet Access Service modem will be charged to Subscriber.

SERVICE DELIVERY. Internet Access connection speed, depending on package chosen, is measured between Subscriber's location and the Provider's access point. Connection speeds may be lower under conditions of high Internet usage. Actual data transmission or throughput may be lower than the connection speed due to Internet congestion, server or router speeds, protocol overheads, and other factors which cannot be controlled by Provider.

DELAY. Provider will not be liable for any delay in the delivery or installation of Internet Access Service or for any damages suffered by Subscriber by reason of such delay regardless of whether such delay is directly or indirectly caused by Provider.

CONSEQUENTIAL DAMAGES. Provider is not responsible for any incidental or consequential damages resulting from failure of, or suspension of, Internet Access services.

FORCES MAJEURE. Provider will not be responsible for any failure to perform any obligation or provide any services hereunder due to any Act of God or nature, strikes, work stoppages, equipment or facilities shortages, governmental acts, directives or abuse, war, riot, or civil commotion, or any other force beyond Provider's immediate and reasonable control. In the event of a Force Majeure Condition affecting either party, both parties will cooperate to facilitate the mutual performance of the obligation under this agreement.

ADDITIONAL TERMS. If either party commences an action against the other party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party. If any provisions of this Agreement are held to be illegal, invalid, or unenforceable, such shall not invalidate the remaining provisions hereof. This contract supersedes any previous agreements, verbal or written. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Teton County, Wyoming shall be the exclusive jurisdiction and legal venue for said action and this Agreement shall be construed according to the laws for the State of Wyoming.

CHANGES IN TERMS. Periodic amendments to these terms and conditions will be issued as warranted; any significant amendments will be sent to you. You always have the right to cancel your service at any time, and you may do so if you do not accept changed terms or conditions. If you do cancel, you will be subject to early termination fees as specified above.

Commitment of Service

JH COMPUNET continually strives to be the premier Wireless Internet Access Service Provider in Wyoming. As part of this commitment, our Network Operations Center (NOC) Engineers proactively monitor performance on our network backbone to ensure JH COMPUNET has adequate backbone bandwidth to accommodate high-speed service for our entire customer base. JH COMPUNET offers products that range from dedicated backbone bandwidth (more expensive) to products that are shared backbone bandwidth (less expensive). You should work with your JH COMPUNET Sales department to determine which product offering best fits the needs of your business or residence.

Connection speeds may vary based on external equipment, building wiring, internal wireless obstructions, internet traffic and environmental conditions. "Up to" speeds are based on optimal conditions.

Finally, JH COMPUNET takes great pride in our high-speed network. We also recognize that unexpected traffic on our network and/or the Internet can at times impact our customers reducing their throughput speeds. Many factors are involved in this potential problem and our commitment is that JH COMPUNET will do everything possible to proactively monitor, evaluate and control the factors within our direct control through our high Tier 3 Network Engineer on-call for escalation purposes and backbone performance monitoring with predefined augment thresholds to ensure adequate bandwidth. In addition, we continually evaluate new technologies to ensure we evolve our network as technologies change thus allowing us to deliver state-of-the-art products to our customers.