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RESIDENTIAL SERVICE AGREEMENT (RSA)

By using Slopeside Internet's (SSI) services you agree to the following Terms of Service described below. Please read them carefully and contact Slopeside Internet should you have any questions about this document via email at legal@slopeside.net

I. ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS OF SERVICE

The service provided by SSI is done solely under the terms and conditions described in this Terms of Service agreement and any amendment thereto, and any operating rule and policies that may be published from time to time.

The SSI Terms of Service comprises the entire agreement between SSI and Customer and supersedes any prior agreement related to the subject matter herein. BY CONTINUING TO USE SSI's INTERNET SERVICES YOU ARE AGREEING TO BE BOUND BY THIS TERMS OF SERVICE AGREEMENT.

II. SERVICES PROVIDED

1 SSI provides the Customer with:

- A. Broadband Internet Access: SSI is providing Customer with the capability to access the Internet and World Wide Web via a highspeed wireless or wireline link. SSI will provide Customer with the appropriate services to establish this link.
- B. * E-mail Services: SSI, upon request, will provide current subscribers with the capability to send and receive electronic mail via the World Wide Web. SSI will provide needed information to access same.
- C. * Web Hosting: SSI, upon request, will provide current subscribers access to a nominal amount of web hosting space. SSI will provide Customer with needed information to access same. To provide beyond this base Web Hosting service, other charges may apply. This offer applies to service agreements of 3 years in duration or longer.
- D. ** Other agreed upon services such as home IT services, A/V or professional services, sensors or remote monitoring.

2 Installation Services:

- A The Customer hereby authorizes SSI or its authorized contractor to install a radio gear, antenna, software, wiring, and any other optional, mutually agreed upon equipment (the Equipment) in the Customer 's premises, necessary in order to provide SSI broadband service.
- B Any custom installation work that is requested including placing cable under carpeting, through walls, or inside moldings will require an additional charge to be determined and agreed upon in advance.
- C SSI will not be liable for any alterations to the premises that result from the installation or removal of the Equipment, including, but not limited to, holes in walls, cable wiring or antenna mounting brackets.
- D The Customer warrants that you are at least 18 years of age and that you own the premises or have received permission from the owner of the premises to make any changes in the premises needed to install the Equipment and receive Services. In addition, its the Customer 's obligation to confirm that the placement of the transceiver on the premises is not in violation of any restrictive covenants, conditions or homeowner restrictions.
- E The Customer agrees to allow SSI or its subcontractor access to the premises to perform installation, repair or maintenance in support of the Services.
- F SSI may revise, modify or discontinue any or all aspects of the Services, including but not limited to service and equipment prices, any applicable tariffs, and any terms of this Agreement.
- G Notice to the Customer of any restrictions or modifications will consist of updating the terms and conditions on the SSI web site or via the Customer's SSI e-mail account(s).

* Note: these services only apply to our Power User service offering

** Billed on a case by case basis and only on prior approval

III. SERVICE, PAYMENT & TERM

- A. Customer agrees to subscribe to SSI's _____ Service Plan (choose from Service Offerings table below) which have the following up-front and follow-on fees: On-time Installation & Labor \$75, Equipment \$125, Ongoing Monthly Service Fee for the term of this agreement is _____/month for the above Service Plan. Other one-time either hourly or equipment charges that are specified in advance of installation, may also apply. Service moves & adds or upgrades can be quoted on a case by case basis.

SSI RESIDENTIAL SERVICE PLAN FEE TABLE *

Table with 4 columns: Plan, Download, Upload, Monthly Fee. Rows include Streamer, Family, Techie, and Power user with their respective speeds and fees.

FYI A "Month to Month" plan is available for a one-time \$200 Fee (+ the cost of your on-going plan fees above) FYI An typical HD Stream will require speeds from anywhere in the low 2.5 Mbps to 5 Mbps.

* NOTE: customers who signed this RSA w/SSI can change their service level during the term of their agreement once a year for free, while other service level changes during the year have a nominal accounting fee of \$55. Any new service level charges (or discounts) are billed on a prorated basis for the month of the change. Customers who have signed our RSA can also suspend service once a year for free--but must pay this same nominal accounting fee for any other re-instatement or suspensions during that same calendar year.

- B. The term of this agreement is for (please check one): ___ Month to Month, ___ 12 months, ___ 24, Months, ___ 36 Months, or ___ Months beginning _____. (Note: for a season, please fill in "6 Months")

Service Address: _____

Billing Address: _____

- C. Installation and setup discount terms: Our base installation fee is \$200 (\$75 for labor & \$125 for all equipment) Choosing a 12 month agmt waives our standard install labor fee. Full equipment charges are due. Choosing a 24 month term waives equipment charges. Full install labor charges are due. Choosing a 36 month term, or longer, provides a free installation—with no labor or equipment charges. Note that other charges may apply if the installation is "non-standard". Choosing a month to month term offers no discounts for either installation or labor costs as these costs are passed directly through to the Customer.
D. SSI will provide the above Services to the Customer as per this Agreement, and payment for these Services is due from the Customer via one of the following payment methods: check, credit card, or other electronic payment.
E. If the Customer fails to pay all valid charges for the Services when due, SSI may charge the Customer nominal interest charges on any outstanding balance owed to SSI by the Customer.
F. SSI, at its discretion, may suspend service to customer if payment is not made by the due date specified in our invoice. If the Customer fails to pay any amounts owed to SSI within 45 days, SSI may disconnect our Services with or without notice. Upon disconnect, the Customer agrees to immediately pay all amounts owed to SSI. (Note our standard "reconnect fee" or \$50 may be charged if Customer wishes to continue service after interruption.)

IV. TERMINATION & TRANSFER

- A. At the end of the agreement's Term, said agreement will automatically renew for successive quarterly periods at the current quarterly rate, and will continue on a quarterly basis unless the Customer advises SSI in writing that they wish to terminate the Service.
B. Except for month to month customers, if the Customer terminates this agreement prior to the end of the Term, the Customer agrees to pay SSI a Standard Termination Fee of 1/2 the monthly service fee times the number of months remaining in the Term at the time of termination. Further, SSI retains its ownership of all Equipment should the Customer terminate this agreement prematurely.
C. Please note that SSI has no obligation to immediately remove the Equipment if the Customer terminates their Service. If the Customer fails to pay the termination fee, SSI may, but is not required to, remove all CPE equipment. (ie customer must leave equipment in place or wait for SSI to remove same)
D. If Customer moves out of the premises in which SSI's services & equipment is installed, SSI may terminate this agreement and disconnect our Service and the Customer may be liable for a Standard Termination fee. Customer must not remove equipment on their home, but must contact SSI to request a "move" of service.

- E. If a Customer wishes to move or transfer their service to a new residence, Customer agrees to pay required relocation fees to move the service & supply it to the new service location.

V. INTERNET ACCESS

- A. The Customer agrees to abide by SSI's Acceptable Use Policy. (AUP) The Policy is set forth in full at the SSI website and is incorporated here for reference. The Customer accesses materials from the Internet at their own risk.
- B. SSI may deny the Customer access to all or part of the services without notice if this Agreement is breached, including but not limited to SSI's acceptable use policy. Also, SSI reserves the right to modify, discontinue, temporarily or permanently, the Service with or without any notice to Customer. Customer agrees and acknowledges that SSI may immediately delete any e-mail or files in Customer's account and bar any further access to such files as a result of service termination.
- C. The Customer agrees to not resell the service to any other Customers. The Customer further agrees to comply with any bandwidth usage or other limitations on the services set by SSI in its sole discretion. The Customer is responsible for ensuring that their usage of the service does not improperly restrict, degrade or adversely affect any other Customer's use of the services, nor represent, in SSI's sole judgement, an unusually large burden on the network itself. If SSI determines that the Customer is exceeding bandwidth limits, the Customer will be notified by mail and given 15 days to be within compliance. If excessive use continues after 15 days, SSI may take any action it deems necessary, including, but not limited to, terminating the Services, to ensure that usage does not adversely affect SSI's ability to provide service to other Customers. No notice about any such action is a requirement.
- D. SSI may or may not assign to you an Internet Protocol address (IP Address) which is the exclusive property of SSI and is not portable. SSI may change the IP Address at any time without liability and without prior notice to you. SSI will use reasonable efforts to avoid any disruption by notifying you prior to changing the IP address.
- E. SSI will not use or disclose personal identifiable information (PII) regarding Internet usage unless compelled by a court order or subpoena. As an SSI customer, you hereby consent to such court ordered disclosures, as a user of our services. SSI may also gather PII about Internet usage such as URL's visited, session lengths, speeds, number of emails or bytes passed. This data will be made non-PII by its use "in aggregate" and SSI may share aggregated data with other parties. SSI may use PII obtained from the Customer internally or from other sources for billing purposes, to provide and change service, or to identify, create, or inform you of products and services that better meet your needs.
- F. Any customer who has a different ISP besides SSI in their home, may have their service terminated without cause if it is seen that said Customer has willfully and purposefully created a bridge loop or other traffic management problem by connected SSI's network to the other ISP's network.

VI. LIMITED WARRANTY, SERVICE, & REPAIRS

- A. The Customer agrees & acknowledges that—because of the nature of the widely distributed infrastructure of the Internet—services provided by SSI to the Customer are delivered on a "best effort basis" and that service level & quality of service are often not under the control of SSI, and that said services can and will vary over time. While SSI will make every effort to respond quickly to service issues associated with its own piece of the Internet, the Customer understands that SSI cannot cure issues that originate off of SSI's network out on the wider Internet.
- B. SSI will provide a limited parts and labor warranty for the Equipment and the installation thereof during the initial term of this agreement. This warranty excludes any damage resulting from abuse or negligence, or Acts of God, as determined solely by SSI.
- C. This warranty is in lieu of all other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.
- D. If the equipment is sold to Customer, any warranties will automatically and immediately terminate within 45 days.
- E. Any repair or replacement of the Equipment and/or correction of an installation problem, following expiration of the Agreement, will be the Customer's responsibility unless otherwise agreed to.
- F. If SSI damages the premises during the Services installation or during maintenance, SSI will compensate the owner of the Premises for reasonable actual and demonstrated costs of necessary repair not to exceed \$500

VII. EMAIL PRIVACY POLICY

- A. SSI considers all e-mail transmitted via the service to be the private correspondence between sender and recipient. SSI will not monitor, edit, or disclose the contents of a Customer's e-mails, except that Customer agrees SSI may do so: (a) as required by law; (b) to comply with the legal process; (c) if necessary to enforce the Terms of Service; (d) to respond to

claims of third party violations; (e) to protect the rights and property of SSI or others.

- B. Customer understands and agrees that technical processing of e-mail communications is and may be required, (a) to send and receive messages, (b) to conform to the technical requirements of connecting networks, (c) to conform to the limitations of the Service; or (d) to conform to other, similar requirements.
- C. Customer acknowledges that SSI does not endorse the content of any Customer communications and are not responsible or liable for any unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, tortuous, or otherwise objectionable content, or content that infringes on the intellectual property or other rights of another.
- D. SSI assumes no responsibility for the deletion or failure to store email messages. SSI may establish a limit on the size of message storage and/or the size of the messages themselves that it will maintain for Customer.

VIII. CUSTOMER ACCOUNT AND PASSWORD SECURITY

Customer may receive one or more password and account designations upon completing the sign-up process. Customer is responsible for maintaining the confidentiality of the password or any other account info, and is fully responsible for all activities that occur under Customer's account and password. This is also the case for the WiFi pass phrase for any WiFi router provided by SSI. Customer agrees to notify SSI immediately of any unauthorized use of Customer's password, account or any other breach of security.

IX. CUSTOMER CONDUCT

Customer agrees to abide by all applicable local, state, national, and international laws and regulations in Customer's use of SSI's Service, and agrees not to interfere with the use of the service by other Customers. Customer agrees to be solely responsible for the contents of Customer's transmissions through the service.

Customer agrees (a) not to use the Service for illegal purposes; (b) not to interfere with or disrupt the Service or servers or networks connected to the Service; (c) to comply with all requirements, procedures, policies and regulations of networks connected to the Service; and (d) to comply with all applicable laws regarding the transmission of technical data exported from the United States. Customer also agrees to not connect other service provider networks to SSI's network as doing so is grounds for service termination.

Customer agrees not to transmit through the Service any unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. Customer agrees not to transmit any material that violates the rights of another, including but not limited to the intellectual property rights of others. Customer agrees not to transmit any material that violates any applicable local, state, national, or international law or regulation. Customer agrees not to attempt to gain unauthorized access to other computer systems or networks connected to the Service. Finally, Customer agrees not to transmit "junk mail", "spam", "chain letters", or unsolicited mass distribution of e-mail.

X. INDEMNITY

Customer agrees to indemnify and hold SSI, and their parents, subsidiaries, affiliates, officers, and employees, harmless from any claim or demands, including reasonable attorneys' fee, made by any third party due to or arising out of Customer's use of the service, connection to the Service, violation of the Terms of Service, or violation of any right's of another.

XI. DISCLAIMER OF WARRANTIES

CUSTOMER AGREES THAT USE OF THIS SERVICE IS AT CUSTOMER'S OWN RISK. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OR FROM THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTERSYSTEM OR LOSS OF DATA THAT RESULTS FROM DOWNLOAD OF SUCH MATERIAL/DATA.

SSI MAKES NO WARRANTY FOR GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH OR FROM THE SERVICE OR ANY TRANSACTIONS ENTERED THROUGH SSI'S SERVICE.

NO ADVISE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM SSI OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

XII. LIMITATION OF LIABILITY

CUSTOMER AGREES THAT SSI SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL,

SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTED GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OF DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER FURTHER AGREES THAT SSI SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM INTERRUPTION, SUSPENSION, OR TERMINATION OF SERVICE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER SUCH INTERRUPTION, SUSPENSION OR TERMINATION WAS JUSTIFIED OR NOT, NEGLIGENCE OR INTENTIONAL, INADVERTANT OR ADVERTANT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

XIII. GENERAL

The Terms of Service and the relationship between Customer and SSI shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions. Customer and SSI agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Colorado.

The failure of SSI to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such rights or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising from the use of the Service of the Terms of Service must be filed within one year after such claim or cause of action arose or forever be barred.

AGREED TO BY:

Customer Signature

Name (please print)

Mailing/Billing Address

Phone Number & Email

Dated

ACCEPTED BY SSI:

Signature

Name

Dated