



# Elevations Ethernet Internet Service Agreement

Please read this agreement carefully before using your Elevations Ethernet Wireless connection and equipment.

## AGREEMENT

This is an agreement between Elevations Ethernet LLC (“Elevations Ethernet”), and the undersigned person or entity (“customer”) to provide the customer with a wireless connection from your home or place of business to the Internet. By signing this agreement and using the equipment and services provided hereunder, you agree to be bound by this agreement and Elevations Ethernet’s Acceptable Use Policy, as they may be amended from time to time (collectively, this “Agreement”). The most recent versions of all Elevations Ethernet policies may be found at [www.ElevationsEthernet.com](http://www.ElevationsEthernet.com). Capitalized terms used in the Agreement have meanings set forth herein.

### 1. TERM

This Agreement is effective upon its execution by both parties. For purposes of the payment of Monthly Fees and delivery of the Connection hereunder, the initial service term of this Agreement is twelve (12) months (the “Initial Term”), commencing on the date your Equipment, as defined below, is installed (the “Activation Date”). After the Initial Term, this Agreement will automatically renew for consecutive one month terms commencing on the 15<sup>th</sup> day of each month until terminated as set forth below.

### 2. DESCRIPTION OF SERVICES

Elevations Ethernet will install and provide to the customer during the Term hereof with one wireless internet connection from Elevations Ethernet’s closest point of presence (POP) (generally herein, the “Services”). Depending on the customer Service Plan and other factors discussed below, customer wireless internet connection (customer “Connection”) will be burstable under standard conditions up to the Service Plan’s speeds, and will be limited to the plan’s monthly transfer limits for the customer’s combined upstream and downstream data if any limits are set in the Service Plan.

Customer Service plan, along with customer monthly service fees (the “Monthly Fee”) is noted on the signature page below, and details are available on Elevations Ethernet’s website at [ElevationsEthernet.com](http://ElevationsEthernet.com). The customer may upgrade to a higher level of plan at any time, but Elevations Ethernet may require customer to pay an installation fee to perform a downgrade in service. If customer exceeds the Monthly Transfer Limit for the Service Plan without otherwise violating the terms of this Agreement, Elevations Ethernet may charge customer an excess usage fee for usage exceeding customer’s Service Plan monthly limit if applicable.

Elevations Ethernet owns the Service and all rights to the Service, including but not limited to the title and interest in and to the Service, the Network, and the Site.

### 3. PAYMENT

All prices are in US Dollars. The customer agrees to pay Elevations Ethernet the Monthly Fee for the customer's Service Plan, plus any taxes that may be applicable from time to time, on or before the 15<sup>th</sup> day of each month for the next month's Services. Except for the Installation Fee, customer agrees to pay all amounts due under this Agreement for the Services, including the Monthly Fee, late fees, re-connection fees, and termination fees, using a valid credit card, PayPal account, or an automatic withdrawal from customer checking account. Withdrawals from customer checking account or charges to your credit card or PayPal account will occur automatically on or after the 15<sup>th</sup> of the month. Elevations Ethernet is not responsible for any charges or expenses (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from the charges billed by Elevations Ethernet. If customer receives an invoice from Elevations Ethernet, and have arranged payment by check or cash, payment of all charges set forth therein must be received within 15 days, or customer account may be suspended (Practical example is if automatic payment cannot be processed an invoice will be issued to the customer). If customer fails to pay all valid charges for the Services when due, Elevations Ethernet may charge customer interest of 1% per month on the outstanding amounts due. In addition, if customer fails to pay valid charges within 30 days after the date on which they are due, Elevations Ethernet may terminate the customer's account. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old.

### 4. INSTALLATION AND EQUIPMENT

Customer warrants that they are at least 18 years of age. A standard installation for the Connection to a single computer requires a network adapter card or wireless router, which may be purchased from Elevations Ethernet if need be. The other hardware provided to the customer (the "Equipment") is owned by Elevations Ethernet and is leased to customer as part of the customer's Service Plan. Standard installation may require certain changes to your computer operating system configuration settings and may require the installation of additional software on your computer. Customer authorizes Elevations Ethernet or its agents to install the Equipment at your home or place of business (the "Installation Site") and to make the necessary software installations or configurations. Elevations Ethernet will assist with non-standard installations, including installations requiring placement of larger antennas and dish mounts, as well as installations for networked computers or devices, at Elevations Ethernet's current standard hourly rate plus hardware costs.

Customer agrees to pay Elevations Ethernet a non-refundable installation fee of \$99, due prior to installation, unless this fee is waived by Elevations Ethernet on the signature page hereto.

Elevations Ethernet will use commercially feasible efforts to provide the Services. Because of the complex nature of radio transmission, internet service availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. In its sole discretion, Elevations Ethernet may cancel the installation process and/or service, and refund any money that the customer has paid.

Customer agrees to not move the Equipment from the Installation Site during the Term and to promptly return the Equipment to Elevations Ethernet upon termination of service. Customer agrees to safeguard the Equipment from damage while it is located on customer premises, and to pay for the cost of repairing or replacing the Equipment if it is damaged or lost during the

Term, unless such damage or loss arises from lightning, accidental fire, flood, earthquake or other naturally occurring event beyond human control or force majeure. Customer further agrees to notify Elevations Ethernet at least one week prior to moving from, leasing, or otherwise relinquishing possession or control of the Installation Site. Customer agrees to provide unrestricted access to the installation site for the purposes of installation, maintenance, and removal of Equipment.

The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to customer owned computer and/or equipment. Customer is solely responsible for backing up all of customer's existing computer files and data. Elevations Ethernet and its owners, employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of any customer hardware, software, files, data, or peripherals. If applicable, customer assumes responsibility for impacts to or loss of any warranty associated with the opening of customer computer for installation purposes.

#### 5. REPRESENTATION & WARRANTY

Customer represents and warrants that they are at least 18 years old and that the customer owns the premises to which Services will be provided, or customer has obtained the valid consent of the owner for any necessary changes to the premises or its wiring or other fixtures that arise out of the installation, maintenance, repair, and removal of Equipment. In addition, customer represents and warrants that customer has reviewed any restrictive covenants and/or homeowners, apartment, or condominium restrictions and covenants (together "restrictions") to confirm that customer may place an antenna and wiring on the premises. Customer agrees to indemnify, defend, and hold harmless Elevations Ethernet for any claims, suits, damages, or losses to Elevations Ethernet caused by any customer breach of this section. Prior to installation, Elevations Ethernet may require evidence that installation is made with appropriate permission and in accordance with any restrictions.

#### 6. SERVICE LEVEL AGREEMENT

Elevations Ethernet's goal is to provide each customer with access to its network better than 99.9% of the time. This does not include scheduled or unscheduled maintenance, maintenance window outages, or testing time. Access, bandwidth, throughput, and latency to specific sites on the Internet will vary and may depend on location, customer's computer, Internet congestion, or other conditions beyond Elevation Ethernet's reasonable control. Except as designed with a separate written Service Level Agreement ("SLA"), signed and executed by Elevations Ethernet and customer, all Services are to be considered "best effort"/ Specifically, Elevations Ethernet makes no guarantee of service availability and/or conditions or experience of Service except as designated below and/or within such SLA.

#### 7. QUALITY OF SERVICE

Quality of Service provided by Elevations Ethernet is provisioned that bandwidth shall not be less than 50% of Service Plan for download and upload speeds to Elevations Ethernet's network. If this condition occurs then it will be classified as a bandwidth defect and treated as a defect below.

If Elevations Ethernet causes an error, delay, defect, breakdown or failure in Service, lasting for more than 12 hours during any calendar month a service credit will be calculated based on a %

daily pro-rated credit (1/30) of any monthly service charge customer paid of service during the period of Service interruption, provided Service interruption lasts for more than twelve (12) consecutive hours after Elevations Ethernet receives notice of the interruption from the customer. The maximum credit allowed shall not exceed the Monthly Fee for the Service interrupted. No credit shall be available for difficulties such as customer equipment failure, Internet congestion, or any other causes beyond Elevations Ethernet's reasonable control.

The above prorated credit provides customer's sole remedy for any claim relating to this Service, Service interruption, or Elevations Ethernet. Elevations Ethernet's records and data shall be the sole basis for all calculations and determinations.

#### 8. PROTECTION OF NETWORK

If Elevations Ethernet notifies customer that hardware or software provided by customer impairs or is likely to impair your Connection or the Connection of others, customer agrees immediately to eliminate the impairment at customer's cost. Elevations Ethernet may suspend your Connection until the impairment is corrected.

When you use the Services, you must protect the Elevations Ethernet network by either disabling or password protecting file and print sharing on your computer(s) and/or have a firewall solution that prohibits unauthorized access to your computer and/or network. Customer failure to properly firewall the Connection at any time may result in immediate suspension or termination of customer Connection without notice. Commercial resale or other public offering or distribution beyond the customer's property of these services is strictly prohibited without the express written consent of Elevations Ethernet.

Access to other networks connected to Elevations Ethernet's network must comply with all of the rules applicable to such other networks.

All password and authentication information related to the Connection, whether at the Installation Site or any other location is the exclusive property of Elevations Ethernet, and Elevations Ethernet grants customer no license to use or access such property by virtue of this Agreement. Customer agrees not to attempt to ascertain such information or passwords and to promptly notify Elevations Ethernet if customer acquires such information or are aware of any disclosure of such information to any party.

Elevations Ethernet's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, federal, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or is judged by Elevations Ethernet to be inappropriate or improper such as bulk e-mail messages ("spam"), including content that violates any copyright or export control laws, or that is libelous, slanderous, or an invasion of privacy. Customer agrees to abide by Elevations Ethernet's Acceptable Use Policy, available online at [www.ElevationsEthernet.com](http://www.ElevationsEthernet.com).

#### 9. SERVICE USAGE RESTRICTIONS AND COOPERATION

Customer shall take no action, knowingly or unknowingly, that constitutes a prohibited use as defined below or in more detail in Elevations Ethernet's Acceptable Use Policy.

Prohibited uses and activities include, but are not limited to, using the Service, Connection, Equipment, Customer Equipment, either individually or in any combination with one another, to:

- (a) Interfere in any way with, impair, or adversely affect the facilities and/or Equipment used by Elevations Ethernet to provide the Service;
- (b) Expose Elevations Ethernet or such facilities to any claim, lien, encumbrance, or legal process;
- (c) Violate this Agreement or any law, rule, or regulation, including but not limited to, any transmission customer intentionally or knowingly sends or the content thereof that violates any copyright or export control laws, or that is libelous, slanderous, or an invasion of privacy;
- (d) Resell the Service or Connection or otherwise make available to anyone outside the customer premises the ability to use the Service or Connection (for example, through WiFi or other methods of networking), in whole or in part, directly without express written consent from Elevations Ethernet;
- (e) Use of the Service or Connection for operation as an Internet Service Provider (ISP) or for any business, other legal entity, or organization purpose (whether or not for profit) without express written consent from Elevations Ethernet;
- (f) Connect Elevations Ethernet Equipment to any computer outside of your premises;
- (g) Impeded others' ability to use, send, or retrieve information;
- (h) Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or Connection or any Elevations Ethernet host, server, backbone network, node, or service, or otherwise cause a performance degradation to any Elevations Ethernet facilities or Equipment used to deliver the Service or Connection.
- (i) Restrict, inhibit, interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posing or transmitting any information or software which contains a worm, virus, or other harmful feature;
- (j) Interference with computer networking or telecommunications Service or Connection to any user, host, or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;
- (k) Access and use the Service or Connection with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service, Connection, Equipment, or related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service Plan that expressly permits you to do so, or with express written permission from Elevations Ethernet. IP spoofing is not permitted.

Customer shall promptly notify Elevations Ethernet of any event that would be reasonably likely to give rise to any such interference, impairment, affect, exposure, reselling, connection usage, or service usage violation.

#### 10. TERMINATION AND SUSPENSION

If customer Connection is suspended (turned off with the possibility of reactivation) by Elevations Ethernet under the terms of this Agreement, customer will continue to incur Monthly

Fees and other charges and/or fees under this Agreement through the end of the term. There is a \$25 fee for reinstating a suspended Connection.

If service is suspended by customer request, fees will be suspended at the end of the billing cycle in which the request was made. Refunds will not be given for partial month's service. If the suspension request is made before the end of the Initial Term of this contract, the Term shall be extended by an amount equal to the number of billing months of the suspension. There is a \$25 fee for reinstating a suspended Connection.

Elevations Ethernet may terminate this Agreement, customer password, customer account, and/or customer use of the Services if Elevations Ethernet, in its sole discretion, believes you have violated this Agreement or the Elevations Ethernet Acceptable Use Policy, or if customer fail to pay any charges when due hereunder, or if Elevations Ethernet ceases for any commercially reasonable reason to provide wireless internet services in customer neighborhood or general vicinity. If Elevations Ethernet terminates this Agreement or customer Services because customer has failed to pay amounts due hereunder or because customer has violated the Elevations Ethernet Acceptable Use Policy, or if customer terminates Services hereunder for any reason during the Initial Term, customer shall immediately pay to Elevations Ethernet (1) all other amounts then due and owing to Elevations Ethernet, plus (2) an amount equal to the sum of the remaining Monthly Fees during the Initial Term, plus (3) the amount, if any, of the Installation Fee waived by Elevations Ethernet to install Equipment at the commencement of this Agreement. Customer authorizes Elevations Ethernet to charge this total amount to the same checking account, credit card, or PayPal account that customer has authorized Elevations Ethernet to charge in connection with customer remission of the Monthly Fees. In the event Elevations Ethernet terminates customer account, customer will receive notice in advance by email and/or U.S. mail at the addresses that customer has provided on the signature page below. All applicable sections of this Agreement shall survive termination of this Agreement to the extent necessary to enforce the respective rights and obligations of the parties hereunder.

Customer may terminate this Agreement as of the first day of any month following the Initial Term by notifying Elevations Ethernet that customer wants to terminate at least 15 days prior to such termination date. Absent such notice, this Agreement will renew for consecutive one-month (1) periods following the Initial Term. Refunds will only be given in whole-month increments equal to the unused portion of the Service beyond the Initial Term.

#### 11. LIMITATIONS ON WARRANTIES

Elevations Ethernet offers customer access to the Internet. Customer hereby acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated by Elevations Ethernet or any of its affiliates, and that it is a separate network of computers independent of Elevations Ethernet. Customer use of the Internet is solely at customer's own risk and is subject to all applicable local, state, federal, national, and international laws and regulations. Access to the internet is dependent on numerous factors, technologies, and systems, many of which are beyond Elevations Ethernet's authority and control.

The services are provided on an "as is" and "as available" basis. Elevations Ethernet does not warrant that the services will be uninterrupted, error-free, or free of viruses, or other harmful component. Elevations Ethernet makes no express warranties and disclaims all implied warranties including, but not limited to, warranties of title, non-infringement, merchantability,

and fitness for a particular purpose regarding any merchandise, information or service provided through Elevations Ethernet or the Internet generally. No advice or information given by Elevations Ethernet or its representatives shall create a warranty. Elevations Ethernet and its owners, employees, and representatives are not liable for any costs or damages arising directly or indirectly from customer use of the services or the Internet including any indirect, incidental, exemplary, multiple, special, punitive, or consequential damages. In any event, Elevations Ethernet's cumulative liability to customer for any and all claims relating to the use of the Services shall not exceed the total amount of service fees paid during the three months immediately preceding a claim.

Elevations Ethernet shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from: other users accessing customer computer(s) and/or equipment; security breaches; eavesdropping; denial of service attacks; interception of traffic sent or received using the services; customer reliance on or use of the equipment or services, or the mistakes, omission, interruptions, deletion of files, errors, defects, delays in operation, transmissions, or any failure or performance of the Equipment or Services; the use of the Equipment or Services by customer or a third party that infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights or contractual rights of any third party; the accuracy, completeness, and usefulness of all Services, Equipment, products, and other information, and the quality and merchantability of all merchandise provided through the Service or the Internet. The foregoing limitation applies to the acts, omissions, negligence, and gross negligence of Elevations Ethernet, its owners, offices, facilities, employees, agents, contractors, or representatives which, but for this provision would give rise to the cause of action against Elevations Ethernet in contract, tort, or any other legal doctrine. Customer sole and exclusive remedies under this Agreement are expressly set out in this Agreement.

Parents or Legal Guardians are advised that explicit adult subject matter may be accessed on the Internet and that Elevations Ethernet cannot and does not regulate the information which may be accessed by the customer. By agreeing to use the Service, customers who are Parents and/or Legal Guardians therefore accept responsibility to supervise a minor's use of the Elevations Ethernet Service and account and hereby agree to hold Elevations Ethernet harmless from all liability for such usage, including but not limited to, the downloading or viewing or other use of offensive, obscene, pornographic, or illegal material by a minor. Parents and Legal Guardians are advised, as they deem fit, to research and make use of software that limits access which is inappropriate for minors.

## 12. MONITORING THE CONNECTION

Elevations Ethernet has no obligation to monitor the Connection, but may do so consistent with applicable law and disclose information regarding use of the Services for any reason if Elevations Ethernet, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its customers. Elevations Ethernet may immediately remove customer material or information from Elevations Ethernet's servers, in whole or in part, which Elevations Ethernet, in its sole absolute discretion, determines to infringe another's property rights or to violate Elevations Ethernet's Acceptable Use Policy, this Agreement, or other policies or laws.

### 13. NOTICE OF DEFECT

If customer experiences a problem with their Connection, report the problem by calling Elevations Ethernet at (303)-459-0185 as soon as possible on the date which the problem occurred. After seven (7) days of the problem's occurrence, any complaint regarding a problem are deemed waived. Elevations Ethernet will generally, but does not obligate itself to, provide customer with a credit on customer account for downtime longer than 12 hours caused by Elevations Ethernet if you timely notify Elevations Ethernet of the problem.

Elevations Ethernet is not responsible or liable for any of the following types of problems or their correction, although Elevations Ethernet may offer to assist in remedying some of the following problems at its standard hourly rates:

- (a) Any obstruction(s) that might be erected or grow between your antenna and Elevations Ethernet's POP causing a degradation or loss of the Connection
- (b) Debris, ice, or snow on antennas
- (c) Re-aiming customer leased antenna later than fourteen (14) days after installation of Equipment
- (d) Connecting a different computer to the Connection after initial installation
- (e) Re-configuration of network settings and potential customer owned router due to, but not limited to: tampering, re-installation of firmware, firmware updates, accidental removal, power outages
- (f) Re-configuration of network settings due to, but not limited to: tampering, re-installation of operating system, upgrading operating system, accidental removal, moving the hardware to another computer
- (g) Radio interference caused by other nearby devices using the same frequencies as Elevations Ethernet's equipment

Customer acknowledges that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between Elevations Ethernet and customer antenna could block or degrade customer signal. Furthermore, customer acknowledges that the use of other consumer devices using the 2.4GHz and 900MHz frequency bands may interfere with Elevations Ethernet's signal and cause brief interruptions of service.

Customer acknowledges that because tree leaves hold water, they absorb the microwave and radio signal, and that will degrade or disrupt customer connectivity. By getting Equipment installed during a time of year when there are little or no leaves in the trees, customer runs the risk of losing connectivity when the leaves come back on the trees. Customer may require extra hardware and setup at that time. Elevations Ethernet shall not be held liable for any charges, and customer will not be entitled to any type of refund.

In no event shall an outage or interference be deemed a default under this Agreement and Terms and Conditions.

### 14. CHANGES TO THIS AGREEMENT

Elevations Ethernet reserves the right to change the technical features of the Connection at any time. Following the Initial Term, Elevations Ethernet reserves the right to change prices of the Connection or Service upon thirty (30) day's prior notice. Elevations Ethernet reserves the right to change the terms and conditions of this Agreement and/or its Acceptable Use Policy at any time following the Initial Term, and at any time during the Initial Term if Elevations Ethernet



offers customer the opportunity to terminate customer account without penalty in lieu of accepting such changes. Customer continued use of the Connection, the Service, the Equipment, and/or customer continued payment of the Monthly Fees following notice to customer of any changes shall constitute customer acceptance of such changes to this Agreement, and/or the Acceptable Use Policy. Current Service prices and features may be obtained by visiting our website at [www.ElevationsEthernet.com](http://www.ElevationsEthernet.com) or by calling (303)-459-0185.

#### 15. INDEMNIFICATION

The customer releases and agrees to indemnify, defend and hold harmless Elevations Ethernet, its owners, agents, officers, employees, representatives, contractors, and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the customer's use or misuse of the Services, including but not limited to any violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property; from use or failure of the 911/E911 functionality with Service using Voice Over Internet Protocol ("VOIP") or any other dialing associated with home security, home detention, medical monitoring, or other similar system; and from customer's breach of any provision of this Agreement.

#### 16. RELATIONSHIP OF THE PARTIES

The customer is independent from that of Elevations Ethernet and nothing contained herein shall be construed to imply a partnership, joint venture, principle and agent, or employer and employee relationship between the parties.

#### 17. GOVERNING LAW

This Agreement is entered into in the State of Colorado, and shall be governed by the internal laws of the State of Colorado without regard to conflict of laws doctrines or its choice-of-law provisions. The customer agrees that the federal and state courts of Colorado alone have jurisdiction over all disputes arising under this Agreement. Venue for any disputes under this Agreement shall be in Boulder County, Colorado, and the parties consent to personal jurisdiction in the state courts of such county.

#### 18. MISCELLANEOUS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A faxed or emailed signature to this Agreement shall be effective as an original.

Customer recognizes that Elevations Ethernet may enter into agreements with third parties to perform all or part of its obligations hereunder and that references herein to Elevations Ethernet include, where applicable, its agents and independent contractors.

All notices, requests, demands, consents, and other communications which are required or may be given under this Agreement (collectively, the "Notices") shall be in writing and shall be given either (a) by personal delivery, or (b) by U.S. mail, postage prepaid, or (c) by email to [elevationsethernet@gmail.com](mailto:elevationsethernet@gmail.com). Notice to the Company shall be made at its then principal address, as set forth at [www.ElevationsEthernet.com](http://www.ElevationsEthernet.com), and notice to customer shall be made at customer address and email address as set forth on the signature page below or such other

address as you may provide to Elevations Ethernet from time to time. All notices shall be effective three (3) days after mailing, or upon transmission if sent via email.

Elevations Ethernet may assign this Agreement without customer prior consent and all of Elevations Ethernet's rights, title, and interest herein shall inure to the benefit of its assignee, successors, and/or assigns. This Agreement shall not be assignable by customer except with the written consent of Elevations Ethernet. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement supersedes any other written or oral agreement, and represents the complete understanding between Elevations Ethernet and customer. This Agreement may be signed, but does not have to be signed to be enforced. Proceeding to sign up, either online or by phone, constitutes acceptance of all terms and conditions set forth in this Agreement.

Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided however, in any of its sales and marketing materials, Elevations Ethernet may refer to customer as Elevations Ethernet's customer.

Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

IF SIGNING ON BEHALF OF A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP, THE UNDERSIGNED INDIVIDUAL PERSONALLY REPRESENTS AND WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON THE BEHALF OF THE SAME AND THAT SAID INDIVIDUAL IS AT LEAST 18 YEARS OF AGE.

AGREEING TO THIS AGREEMENT, TO BE EFFECTIVE AS OF THE LAST DATE SET FORTH NEXT TO THE SIGNATURES BELOW:

**ELEVATIONS ETHERNET, LLC:**

By: \_\_\_\_\_  
(For Elevations Ethernet)

Date: \_\_\_\_\_

**CUSTOMER:**

Print Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Check: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Credit Card Account Number: \_\_\_\_\_ Exp. Date \_\_\_\_\_

Name on Credit Card: \_\_\_\_\_ CVV 3-digit security code: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Service / Service Plan – outlining Monthly Fee:

- \_\_\_\_\_ Home Basic (\$69.95 per month)
- \_\_\_\_\_ Home Premium (\$89.95 per month)
- \_\_\_\_\_ Home Multi-User (\$109.95 per month)
- \_\_\_\_\_ Business (\$149.95 per month)
- \_\_\_\_\_ Custom (\$ \_\_\_\_\_ per month)

Custom Description:

Installation Charge: \$ \_\_\_\_\_

Extra Charges: \$ \_\_\_\_\_ Description: \_\_\_\_\_

Discount, if any: \$ \_\_\_\_\_ Type: \_\_\_\_\_

**TOTAL DUE TODAY: \$ \_\_\_\_\_**

Notes or any Agreement exceptions:

Elevations Ethernet Support: **303-459-0185** or by email: [ElevationsEthernet@gmail.com](mailto:ElevationsEthernet@gmail.com)

Website: [www.ElevationsEthernet.com](http://www.ElevationsEthernet.com)

Mailing Address: 211 Overland Drive, Ward, CO 80481