

**CUSTOMER AGREEMENT WITH  
SVIC FOR HIGH SPEED INTERNET SERVICE**

**1. AGREEMENT**

The documents consisting of the Customer Agreement, Installation Agreement, acceptable Use Policy, and Privacy Policy collectively make up the SVIC Broadband Service Agreement [the Agreement] between you [the Customer] and M & R Johns, Inc DBA SVIC [SVIC] to provide you with High Speed Internet Service [the Service]. By establishing an account or using the Service or equipment, you agree to abide by this Agreement and to use the Service in compliance with the entire and current Service Agreement as posted on SVIC's website: [www.svic.net](http://www.svic.net).

SVIC reserves the right to modify the terms of this Agreement and may discontinue or revise any or all other aspects of the Service in its sole discretion at any time by posting changes on the SVIC website at: [www.svic.net](http://www.svic.net). Your continued use of the Service after changes are posted constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any software or related materials provided by SVIC. This Agreement should be read in conjunction with our Acceptable Use Policy, the Privacy Policy, the Installation Agreement, the Customer Agreement, and other applicable policies, terms, and conditions.

**IF YOU DO NOT AGREE TO ABIDE BY  
THE TERMS OF THIS AGREEMENT, AS  
FOUND HEREIN AND ON OUR  
WEBSITE, YOU SHOULD IMMEDIATELY  
STOP THE USE OF THE SERVICE AND  
NOTIFY SVIC SO THAT YOUR  
ACCOUNT MAY BE CLOSED.**

**2. TERM OF AGREEMENT / TRANSFER  
OF SUBSCRIPTION**

The term of this Agreement is 1 year from the Installation Date, the date that the Service is installed, to the same date of the following calendar month. SVIC reserves the right to change the Service fees upon 30 days notice. Fee changes will be posted on our website. Fee information may also be obtained by calling at 352-490-5433.

Your subscription is personal to you, you agree not to assign, transfer, share, resell, or sublicense your rights as a subscriber unless specifically allowed by this Agreement. Landlords are not permitted to sell or to share the Service with their tenants without written authorization from SVIC. You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of the Service or by another using your computer or Service. You agree to contact SVIC immediately upon the occurrence of any change in the status of your account (e.g., change in individuals authorized to use your account) for the purpose of updating your account information. Your subscription entitles you to use the Service.

**3. THE SERVICE**

The Service includes:

. Wireless Internet access and associated equipment

Customer acknowledges that the speed of the Service can vary depending on internet traffic and other factors which are beyond the control of SVIC. To ensure fair and equal Internet access for all Customers, SVIC maintains a running average fair access policy. Fair access establishes an equitable balance in Internet access across high speed Internet services among service packages for all Customers regardless of their frequency or traffic usage. To ensure this equity, Customers may experience some temporary throughput limitations. This policy applies to all service packages. SVIC provides the Service on a "best efforts" standard and does not guarantee upload or download speeds.

#### **4. MAINTENANCE WINDOW**

SVIC's regular maintenance window is between the hours of 11:00pm and 4:00am Pacific Standard Time. Any other maintenance will take place upon Customer notice via telephone or email. Emergency maintenance will take place as time permits.

#### **5. NETWORK DOWNTIME**

If network downtime occurs due to malfunction of SVIC's network, affected Customers are eligible for a credit for each day of disruption. Network downtime is defined as an outage to SVIC's network exceeding 1 hour between the hours of 6am and 10pm.

#### **Exceptions:**

Customers will not receive any credit in connection with any network failure or deficiency that is caused by or associated with:

- a) Circumstances beyond SVIC's control including without limitation but not limited to: acts of any governmental body, sabotage, war, terrorism, fire, flood, strike, prolonged interruptions to the power grid, frequency interference, radar, cyber attacks, unavailability of or interruption or delay in telecommunications or third party services, failure to obtain supplies, hardware or materials needed to maintain SVIC's network.
- b) Failure of SVIC's backbone network to the Internet.
- c) Scheduled maintenance or emergency maintenance.
- d) DNS issues outside the direct control of SVIC's network.
- e) Failure of Customer owned equipment, network, internal wiring, power source, or computers.
- f) Customer acts or omissions, including without limitation, any negligence, willful misconduct or use of SVIC's equipment, network or services in breach of SVIC's Acceptable Use Policy, Customer Agreement, or Site Agreement.

#### **6. CANCELLATION**

If Customer becomes dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices of SVIC, Customer's sole remedy is to mail a written notice of cancellation to SVIC, discontinue using the Service, and pay any account fees that apply. SVIC is providing Customer with high speed Internet service equipment [the Equipment] for use of the Service. SVIC retains ownership of the Equipment and will promptly remove this Equipment upon cancellation. Customer agrees that they will not attempt to remove the Equipment.

To cancel the Service you must send SVIC a letter of cancellation. Cancellation will be effective upon receipt by SVIC of this written notice.

SVIC may terminate the Agreement, your account, or your use of the Service for any reason at any time, including, and without limitation, if SVIC, in its sole and complete discretion, believes that you have violated any of the terms or conditions of the Agreement or if you fail to pay any fees when due. Should SVIC, in its sole and absolute discretion, find cause to terminate your Service, termination notice to you will be by email you provided for the Service.

All notices to you shall be deemed effective on the fourth (4th) day following the date of the mailing. Sections 1, 2, 6, 8, 10, 12, 13, 14, 15 and 16 of this Customer Agreement shall survive termination of this Agreement.

#### **7. MINIMUM CONDITIONS FOR RECEIPT OF THE SERVICE**

- You must be at least 18 years old.
- Your computer must have a 10 Base T or 10/100 port (RJ45)

## **8. PAYMENT POLICY**

Customer is responsible for all fees to Customer's account. Customer agrees to be responsible for any and all fees, charges, damages and costs that you or anyone using your account incurs. Customer agrees to pay all monthly fees and installation charges including, but not limited to, customer service fees, late fees, returned check fees.

SVIC will invoice its Customers monthly by email. Fees for the Service are payable by check or are billed to Customer's credit card each month. SVIC is not responsible for any charges or expenses incurred by Customer, such as account overdrafts or exceeding credit card limits, which may result from fees billed by SVIC. Payment by check is due within twenty-one (21) days of the invoice date. Customer agrees to provide SVIC with accurate billing information including legal name, address, telephone number, and will immediately report to SVIC any changes to this information. Questions regarding fees should be directed to SVIC at 352-490-5433.

Customer's first payment will include a one-time Installation Fee and all approved Additional Service Equipment costs. All fees are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for fees that are more than 30 days old.

Service to delinquent accounts may be suspended or terminated at SVIC's sole and absolute discretion; however, fees will continue to accrue until the account is closed by Customer. SVIC may bill an additional charge to reinstate a suspended account.

## **9. SPAM**

SVIC may immediately terminate any account that it determines, in its sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk email. SVIC reserves the right to block, reject, or remove what it considers in its sole discretion to be "spam" or other unsolicited bulk email from the Service and SVIC shall have no liability for blocking any email considered to be

## **10. INSTALLATION / EQUIPMENT**

SVIC retains ownership of the Service Equipment. High Speed Internet Service Equipment is highly sophisticated and must be installed professionally. The antenna is subject to stringent installation requirements. Customer authorizes SVIC or its contractor(s) to install the necessary Equipment required for the Service on the premises [the Premises] specified by Customer at the time of installation.

The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer. Customer is solely responsible for backing up all existing computer files. SVIC and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data, or peripherals.

Customer acknowledges and agrees that the Service is provided on a fixed-location basis. If Customer moves to another location, the Service will need to be repositioned at Customer's new location. This may result in substantial interruption of the Service and will result in fees associated with a new installation.

Customer will not remove any SVIC owned Equipment from the Premises or connect the Equipment to any outlet other than the outlet to which the Equipment was initially connected by the SVIC installer. SVIC may relocate the Equipment for Customer within the Premises at Customer's request for an additional charge. Customer will not connect any equipment, other than Equipment authorized by SVIC, to the cable modem outlet. Customer understands that failure to comply with this restriction may cause damage to the SVIC network and subject Customer to liability for damages and/or criminal prosecution. Customer may not alter, modify or tamper with the Equipment or the Service, or permit any other person to do that which is not authorized by SVIC.

"spam."

SVIC will make its best efforts to provide the Service. Because of the complex nature of wireless high speed Internet services and the underlying infrastructure, it may not be possible to provide the Service to everyone. In its sole and absolute discretion, SVIC may cancel the installation process and refund any money that Customer has paid. SVIC will notify Customer of its intent to cancel as soon as commercially possible. Customer acknowledges that it may take three (3) or more days to determine if SVIC is able to provide the Service. SVIC shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the Service.

#### **11. MONITORING THE SERVICE / LINKS**

SVIC has no obligation to monitor the Service and will not do so. However, SVIC reserves the right to disclose Customer's information if SVIC has a good faith belief that it is necessary to: (1) comply with the law; (2) protect SVIC's rights or property or those of others; (3) respond to fraud, abuse or unauthorized reception; (4) enforce SVIC's standards and policies; or (5) act in an emergency to protect Customer's safety or that of another. We may also transfer Customer's information as a part of a sale or transfer of business operations. Please see our Privacy Policy and Acceptable Use Policy. SVIC may immediately remove Customer's material or information, in whole or in part from SVIC's servers, which SVIC in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy or Privacy Policy.

During the use of the Service, Customer may encounter various types of links that enable the visiting of websites operated or owned by third parties [Third Party Site(s)]. These links are provided as a convenience and are not under the control or ownership of SVIC. The inclusion of any link to a Third Party Site is not (i) an endorsement by SVIC of the Third Party Site, (ii) an acknowledgement of any affiliation with its operators or owners, or (iii) a warranty of any type regarding

Party Site. Customer's use of any Third Party Site is governed by the various legal agreements and policies posted at that Web site.

#### **12. WARRANTIES / DISCLAIMERS / LIMITATION OF LIABILITY**

SVIC Equipment is subject to third party warranties which will be passed through SVIC to Customer at no additional charge. SVIC will comply with all reasonable requirements to effect the pass-through of the warranty to its Customers. At its sole option, SVIC may replace defective Equipment. The warranty does not cover defects resulting from use contrary to specifications or instructions, acts outside of SVIC's control, or repair or modification by anyone other than SVIC or its contractor(s). SVIC reserves the right to modify this warranty at anytime. The foregoing limitation applies to the acts and omissions of SVIC, its officers, employees, agents, contractors, or representatives which, but for these acts and/or omissions, would give rise to a cause or action against SVIC in this Agreement, tort or any legal doctrine. Customer's sole and exclusive remedies under this Agreement are as expressly set out in this Agreement. Any warranty gives Customer specific legal rights; Customer may also have rights which vary from State to State.

Customer expressly agrees that SVIC is not responsible or liable for any content, act or omission of any third party including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or any infringement of another's rights including, without limitation, privacy and intellectual property rights, and Customer hereby releases SVIC for any such claims based on the activities of third parties.

The Service is provided to Customer "as is" without warranty of any kind. Neither SVIC, nor its affiliates, nor any of its suppliers or licensors, employees or agents warrant that installation, SVIC's compliance with special customer installation requests, or the Service will be uninterrupted or error free or free from viruses or other harmful malicious agents even if anti-virus

any information or offer on the Third

warrant that any data or any files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time. All representations and warranties of any kind express or implied, including without limitation, any warranties of title, no infringement, fitness for a particular purpose and merchantability are hereby excluded and disclaimed. SVIC and its employees, representatives and agents are not liable for any costs or damages arising directly or indirectly from the installation, SVIC's compliance with customer installation requests or use of the licensed software, the Service (including e-mail), Equipment furnished by SVIC, or SVIC's provision of technical service and support for the Service; even if such damage results from the negligence or gross negligence of a SVIC installer, technician, or customer service representative, including any indirect, incidental, consequential, exemplary, special, or punitive damages, regardless of whether or not SVIC has been advised of the possibility of such damages. In any event, SVIC's cumulative liability to Customer for any and all claims relating to the use of the Service shall not exceed the total amount of Service fees paid during the immediately preceding month. Customer hereby releases SVIC from any and all obligations, liabilities, and claims in excess of this limitation. SVIC is also not liable for any costs or damages arising from or related to Customer's breach of this Agreement. Customer's sole and exclusive remedies under this Agreement are as expressly set forth herein. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to you.

### **13. INDEMNIFICATION**

Customer agrees to indemnify and hold SVIC, its parents, subsidiaries, members, affiliates, officers and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by SVIC or any third party due to or arising out of Customer's use of or conduct on the Service. SVIC will notify Customer within a reasonable period of time of any third party claim for which SVIC seeks indemnification and will afford Customer

mechanisms are deployed. SVIC does not

defense of such claim, provided that Customer's participation will not be conducted in a manner prejudicial to SVIC's interests, as reasonably determined by SVIC.

### **14. MISCELLANEOUS**

The SVIC Service Agreement, consisting of the Customer Agreement, Installation Agreement, Acceptable Use Policy, and Privacy Policy, as posted on our website at: <http://www.svic.net> constitutes the entire Agreement and understanding between the parties with respect to Customer's use of the Service and supersedes and replaces any and all prior written or oral agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of its provisions shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit SVIC's rights and remedies available at law or in equity. SVIC's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by Customer. This Agreement is freely assignable by SVIC to third parties.

SVIC may revise, amend, or modify the agreement at any time and in any manner. Notice of any revision, amendment, or modification will be posted on SVIC's website and/or in our various publications and mailings to Customer.

### **15. ADDITIONAL TERMS AND CONDITIONS**

**YOUR USE AND ACTIVATION OF THE SERVICE SHALL CONSTITUTE AN ACCEPTANCE OF THE TERMS BELOW. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS, DO NOT ACTIVATE THE SVIC SERVICE.**

SVIC will provide Wireless High Speed

the opportunity to participate in the

the Customer, upon request, on the following terms and conditions. You will be bound by the SVIC High Speed Internet Service Agreement, which collectively includes the Installation Agreement, Customer Agreement, Acceptable Use Policy, and Privacy Policy as posted on our website at the following URL: <http://www.svic.net>.

**A. SVIC's Obligations:**

1. Install in a workmanlike manner, the SVIC necessary Equipment and materials.
2. Maintain SVIC Equipment in accordance with reasonable industry standards and applicable regulations.
3. These obligations do not include responsibility for loss of stored content on any devices or for any damage to your devices as a result of pin defects or alignment.

**B. Customer's Obligations:**

1. Pay all installation, service or other fees upon receipt of SVIC's invoice. Fees are determined according to Customer's Installation Agreement as signed at the time of installation. If Customer or SVIC terminates Service, SVIC may transfer outstanding balances for the Service provided under this Agreement to other accounts Customer may have with SVIC.
2. If Customer fails to make timely payment, SVIC may suspend or terminate the Service, remove SVIC Equipment and impose late fees and collection trip fees, if applicable. Late fees and collection trip fees will not exceed the maximum amount permitted by law.
3. Provide SVIC's employees and representatives with a safe working environment.
4. Assume complete responsibility for improper use, damage or loss of any Equipment furnished by SVIC.
5. Allow SVIC access into your Premises to install, maintain, or repair, upgrade (if any), and remove SVIC Equipment. SVIC personnel have identification which Customer may request and examine. If Customer is not home at the time of a service call, Customer authorizes any other adult resident or guest to grant SVIC access to Customer's Premises.
6. Any attempted assignment or transfer of the Service is a breach of this Agreement.
7. If Customer does not own the Premises,

Internet Service [the Service] to You,

obtained permission from the owner to install SVIC's Equipment (including, without limitation, Equipment attached to the outside of the Premises), and Customer will indemnify SVIC from all claims of the owner in connection with the installation and provision of the Service.

**C. Equipment:** All SVIC Equipment and imbedded Software [Equipment] provided to Customer by SVIC or its agent will remain the property of SVIC. SVIC shall have the unrestricted right, but not the obligation, to install or modify the software in any of the Equipment. It is a material breach for Customer to copy, duplicate, reverse engineer or in any way tamper with or interfere with any Software provided to Customer by SVIC. Customer also agrees:

1. To use the Equipment only for receiving Services ordered from or through SVIC.
2. To promptly allow SVIC to pick up the Equipment immediately upon termination of the Service. Equipment shall be in good condition and without any encumbrances, except for ordinary wear and tear resulting from proper use.

If Customer does not allow SVIC the opportunity to promptly obtain its Equipment or if it is damaged or encumbered, [Unreturned Equipment], the damages SVIC will incur will be difficult to ascertain. Therefore, Customer agrees to pay, and SVIC may charge Customer's account, a liquidated damages amount equal to SVIC's reasonable estimates of the replacement costs and incidental costs that SVIC incurs; provided, however, that such amount will not exceed the maximum amount permitted by law [the Unreturned Equipment Charge]. This provision shall survive the termination or expiration of this Agreement.

**D. LIMITATION OF WARRANTIES AND LIABILITY: SVIC, ITS PARENTS, AFFILIATES, SUBSIDIARIES, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND AGENTS, COLLECTIVELY AND INDIVIDUALLY [SVIC], MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE EQUIPMENT**

Customer represents that s/he has

FURNISHED TO YOU AND/OR SERVICES  
PROVIDED. SVIC SHALL NOT BE LIABLE

FOR DAMAGES FOR FAILURE TO FURNISH, OR THE DEGRADATION OR INTERRUPTION OF ANY SERVICES, FOR ANY LOST DATA OR CONTENT, IDENTITY THEFT, FILES OR SOFTWARE DAMAGE, REGARDLESS OF CAUSE. SVIC SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT, SOFTWARE, WIRING OR THE PROVISION OF SERVICES. NOR SHALL SVIC BE LIABLE FOR FAILURE TO PROVIDE SERVICE IF THE CAUSE IS DUE TO THE ACT OF AN UNAFFILIATED THIRD PARTY. YOU HEREBY INDEMNIFY AND HOLD HARMLESS SVIC FROM ANY CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF (i) SUCH DAMAGE OR INJURY RESULTING FROM ANY CLAIM THAT YOUR USE OF THE SERVICE INFRINGES ON THE PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, (ii) ANY BREACH OR ALLEGED BREACH BY YOU OF THIS AGREEMENT; OR INJURY TO PERSON OR PROPERTY RESULTING FROM YOUR GROSS NEGLIGENCE. UNDER NO CIRCUMSTANCES WILL SVIC BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. SVIC'S MAXIMUM TOTAL LIABILITY TO YOU ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRIOR MONTH OF SERVICE.

**E. Breach of Agreement:** If Customer breaches this Agreement, or any other agreement referenced herein, SVIC has the right to terminate this Agreement and retrieve its Equipment. SVIC's failure to require Customer's strict performance of any term of this Agreement shall not be a waiver of SVIC's right to require strict performance of any term or condition herein.

**F. Entire Agreement:** This Agreement, any applicable tariffs and other agreements specifically referenced herein, constitute the entire Agreement between SVIC and Customer for the Services and Equipment. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.