

## Supplemental Agreement for EONI Wireless Internet Service (hereafter called "Service")

Revised April 23, 2010

1. EONI does not assert or claim that Service is available at all locations. Where available, actual Service speed varies depending on Service location, environmental conditions, computer performance/configuration, network/Internet congestion and other factors. Service is provided on an AS IS basis and throughput speeds and availability of the Service is not guaranteed. Uninterrupted or error-free service is specifically not guaranteed. Service is provided on a best effort basis. Additional terms and conditions apply to this agreement that may be found on the Internet at <http://home.eoni.com/legal/> (hereafter referred to as "Policy Page").
2. This Service is NOT to be used to host a server for other applications, e.g., FTP server, web site hosting, file-sharing services such as Napster or Napster-like services, email servers and so forth. If you have needs other than as described here, please contact EONI to discuss your Service requirements. Wireless service plans with speeds of 768 kilobits per second download or less include 6 gigabytes of data transfer per month. Wireless service plans with speeds of 1500 kilobits per second download include 20 gigabytes of data transfer per month. Additional data transfer will be automatically billed to the customer account at \$3 per gigabyte. EONI customers can request a report of data transfer by visiting <http://home.eoni.com/> <http://home.eoni.com/contact.cfm>
3. **Payment:** Monthly payments will be made automatically by valid credit card, debit card, or ACH only, unless other payment arrangements have been authorized by EONI. Service Date will commence the first day Service is installed and tested at the Customer's site. First month's Service fee and any applicable setup fees are due on the Service Date. Subsequent monthly payments will be due one month from the Service Date. If payment is not received within ten (10) days of the due date, or Customer does not keep a valid credit card or bank account number on file with EONI, EONI may immediately terminate all services and retrieve all leased equipment.
4. **Deposit:** Deposit in the form of a valid credit card or other account number as noted above is required. In the event that, at the end of receiving Service, Customer does not return the equipment in acceptable and serviceable condition, Customer will be charged the replacement cost of such equipment.
5. **Installation Fees:** Basic installation is subject to the fees noted on our web site at: <http://wireless.eoni.com>. Additional components and labor beyond those listed on the Basic Installation Components list will be charged on a time and materials basis. The Service installation process will include the attachment of EONI equipment, cables and other components to the building being served with Service. At any time EONI shall have the right to remove EONI installed equipment, cables and other components at the discretion of EONI. EONI does not warrant or guarantee that the building will be restored to original condition upon termination of Service. By ordering the installation or move of Service Customer affirms customer is authorized to give permission for the EONI equipment, cables and other components to be installed at Customer service address.
6. Installation is a wired connection from EONI equipment to one qualified computer (see [Minimum System Requirement](#)) or to one router. Multiple computers may be used on the connection; however, Service does not include network configuration, management or support. Additional networking equipment may be required and is not included in Service.

For network configuration, installation or support, you can choose EONI or another qualified networking agent; for these services, additional fees will apply.

7. A Site Survey may need to be done in order to determine if Service is available at the Customer location. Normally, there is no charge for the site survey. A non-refundable "Special Site Survey" fee of \$50.00 is required, however, before EONI will do a site survey at a location where EONI has good reason to believe Service will not work.
8. If Customer requests Service and Service is available to Customer location, but Customer does not accept scheduled installation of Service within thirty (30) days from application date, then Customer will be required to pay a \$50.00 survey fee.
9. **Early Termination Fee:** the term of this agreement is the length chosen by the Customer at the time the order for Service is placed. If for any reason the Customer terminates this contract early, or if EONI terminates this lease for cause, then Customer will be charged fifty percent (50%) of the remaining monthly payments due over the length of the term. If EONI is unable to deliver the Services to the initial requested Customer location on the initial order for Service, this contract shall be considered null and void; all fees paid to EONI, except for the Special Site Survey fee, shall be refunded to the Customer. If, after EONI installs Service and Customer accepts Service at the initially requested Customer location, the provision in this section to void the contract is not applicable.
10. At the end of the contract period, the Customer may elect to receive, and EONI may agree to continue to supply, Service under the same conditions specified herein on a month-to-month basis.
11. **Moving fee:** if a Customer moves and a) can still obtain Service, and b) still desires the Service, then a minimum fee of \$75.00 will apply in order for EONI to retrieve any equipment at the preceding Customer location and re-install it at the new location. Additional fees beyond the minimum \$75 fee may apply if the actual time to un-install and re-install the Service exceeds 90 minutes, or if the new location requires a change in equipment from the previous installation to re-install.
12. If customer moves to a location where Service is not available, any and all applicable Early Termination Fee(s) shall apply.
13. Your computer(s) must meet the minimum system requirements. (See Policy Page in Section 1 of this agreement for the [Minimum System Requirement](#))
14. Any EONI owned equipment that is installed at the Customer location remains property of EONI and is leased to the Customer for the sole purpose of Customer obtaining Service. Customer is responsible for the material condition of the equipment accepted by the Customer at the Customer site. EONI is under no obligation to repair or replace equipment that has failed due to abuse or misuse by Customer.
15. **Liability:** EONI at no time will be held liable for any damage or injury to any person(s) or property(s) caused by the equipment it installs or supplies. Customer agrees to assume all liability and hold harmless EONI for equipment installed on the Customer site.
16. **Tampering:** Customer agrees that if any of the EONI wireless equipment (including but not limited to, antenna, radio, electronics enclosure, cable or power supply) is removed, rearranged, moved, disassembled, or damaged in any way customer shall be in breach of contract and EONI may terminate Service. Early termination fees may apply. In addition customer shall be required to pay EONI a minimum charge of \$75 for each occurrence of tampering. Additional charges beyond the \$75 minimum fee may also apply.
17. By using Services, Customer agrees to and is subject to all the applicable terms and policy published at the Policy Page described in Section 1 of this agreement. All EONI terms, conditions, acceptable use and other policies related to EONI Services are subject to change

at any time. EONI may change or modify the conditions, access speeds, pricing and other terms of this Service at any time without notice. It is the sole responsibility of the Customer to review the Web site for the current terms and policy.

18. EONI is Eastern Oregon Net, Inc., an Oregon corporation and Internet Service Provider.

» also [see minimum user requirements for wireless service](#)

» also [download and complete the Landlord Permission Agreement](#) if you are a renter at the location where wireless service is desired