



government, acts or failure to act of Customer, fires, floods, epidemics, quarantine restrictions, hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, war, terrorism, unusually severe weather conditions or default of SOL's subcontractors. SOL's sole liability for Service disruption, regardless of cause, is limited to a credit proportional to the charges to Customer for the period of Service disruption. Such compensation aside, and to the extent permitted by applicable law, SOL shall not be liable for damages or for consequential, incidental, special or other indirect damages, nor for economic loss, personal injury, or property damage sustained by Customer or any third parties. This section shall survive termination of this Agreement.

Customer shall indemnify, defend, and hold SOL harmless from any violation by Customer of any applicable law or regulation. Customer will further indemnify SOL for any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of information or content that Customer submits, posts, transmits or makes available through the Service or Customer's use of the Service or Equipment; Customer's actual or alleged violation of this Agreement; or Customer's actual or alleged violation of any rights of a third party.

All limitations on liability and indemnification provisions contained in this Agreement shall inure to the benefit of and apply to (i) SOL's subsidiaries and affiliated companies; (ii) any successor to SOL's business by way of merger, purchase of assets, or operation of law; and (iii) any officer, director, employee, authorized representative or agent, or subcontractors of SOL.

14. Cancellation. Upon the expiration of the Initial Term defined in paragraph 24 below, this Agreement shall automatically renew on a month-to-month basis ("Subsequent Term"). In the event that Customer terminates this Agreement prior to the expiration of the Initial Term, Customer shall pay to SOL a termination fee equal to the entire remaining monthly fees due and owing under the remaining Initial Term of this Agreement or cancellation fee (#24). Month-to-month Customer may cancel its account at any time, however partial month's credit will not be given. Notice to terminate this Agreement shall be provided to SOL in writing and shall be deemed duly given: (a) on the date of transmission if sent by facsimile, e-mail, or other wire transmission (receipt confirmed); (b) on the first business day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier; or (c) on the earlier of confirmed receipt or the third business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to SOL at the following addresses or fax number:

Speed of Light Broadband, Inc.  
1540 Keller Parkway, Suite108, PMB #309  
Keller, TX 76248  
Fax: (817) 337-0169  
e-mail: [billing@SOLbroadband.com](mailto:billing@SOLbroadband.com)

Failure to notify SOL of cancellation will result in continuation of monthly fees until such time as notification is received by SOL and will result in Equipment replacement cost as set forth in paragraph 3 above if Equipment is not recovered by SOL. No portion of the installation fees will be returned to customer upon termination of this Agreement of the Service for any reason regardless of the reason for cancellation.

15. Assignment. Customer's right to use the Service is not transferable and is subject to any limits established by SOL, and by Customer's credit or debit card company.

16. Limitation on Claims. No action, regardless of form, arising out of the Service or this Agreement may be brought by Customer or any party claiming by, through or under Customer more than one year after the cause of action has arisen.

17. Governing Law. This Agreement and the Service shall be governed by the laws of the State of Texas, without regard to its conflicts of laws provisions.

18. Severability. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

19. Modification. This Agreement constitutes the entire agreement between the parties with respect to the Equipment and the Service and supersedes all other communications and agreements with regard to the subject matter hereof.

20. Waiver. The failure of any party to enforce any right it has under this Agreement at any time, or for any period of time, is not a waiver of that right. No waiver or consent hereunder will be applicable to any events, acts, or circumstances except those specifically covered thereby.

21. Amendment. No change or modification to this Agreement is effective unless evidenced by a writing signed by the party to be charged.

22. Monthly Service Type. Customer agrees to pay the following monthly service fee (choose one type of service from below):  
 \$49.95 Up to 4 Mb Down & 1 Mb up  
 \$69.95 Up to 8 Mb Down & 2 Mb up

23. Installation and Other Costs. In addition to the monthly service

fees in paragraph 23 above, Customer agrees to pay for the following additional costs (choose all that apply from below):

- \$199.95 Installation (no initial term)
- \$99.95\* Installation (24 month initial term) must have credit/debit card on file\*
- \$29.95 Tripp-Lite Surge Protector\*\*

\*\* Failure to buy the surge protector makes it more likely that the router or computer if directly connected will be damaged due to storms, power surges, etc.

24. Initial Term. The Initial Term of this Agreement is for \_\_\_\_\_ months. Except as provided under paragraph 7, in the event this Agreement is cancelled for any reason prior to the termination of the Initial Term, Customer will either pay SOL an amount equal to the lesser of (a) \$199 ("Cancellation Fee") or (b) the remaining monthly service fee due between the date of termination of this Agreement and the date of termination of the Initial Term. Fees will be charged to credit/debit card on file in accordance with paragraph 25.

25. Authorization to Charge Credit or Debit Card or Automatic Bank Debit. Customer agrees to pay all such fees incurred by Customer under this Agreement including, but not limited to, the Monthly Fees, Installation Fees, Equipment Rent, Late Fees, Reactivation Fee, Replacement Costs, Cancellation Fee, and Service Call Fees, and Customer hereby authorizes SOL to charge such amounts to Customer's credit or debit card account as provided below or debit customer's bank account. Amount charged upon date of install is an estimate by installer. The amount will be verified by billing department when account is loaded into billing software. Any overage/underage estimated by installer will be added to or credited towards customer's first monthly invoice.

I agree to the terms provided above.

Customer Signature: \_\_\_\_\_

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

TX DL Number: \_\_\_\_\_

OR SS#: \_\_\_\_\_

Customer's Name \_\_\_\_\_

Customer's Address where hardware will reside \_\_\_\_\_

Customer's City, State & Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email address where invoice and all correspondence should go \_\_\_\_\_

## CHOOSE A BILLING OPTION:

Auto CC \_\_\_\_\_ OR Auto Bank Debit \_\_\_\_\_

Frequency of Payment: **15<sup>th</sup> day of every month**

\*Type of Card: \_\_\_\_\_

Customer's Credit Card Number \_\_\_\_\_ Exp Date \_\_\_\_\_

Name as it appears on the CC \_\_\_\_\_

Billing Address for the CC \_\_\_\_\_

**Auto Bank Debit Info: MUST ATTACH A VOIDED CHECK**

Name as it appears on Bank Account \_\_\_\_\_

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

ABA Routing Number (9- digits) \_\_\_\_\_

Account # \_\_\_\_\_

**Initial Here ONLY if customer wants a paper bill:** \_\_\_\_\_

**\*If you do not include an email address, your email will be sent up as: John Smith [JSmith@Solbroadband.com](mailto:JSmith@Solbroadband.com), password will be provided.**

**INST. ONLY BELOW THIS LINE**

Installer: \_\_\_\_\_

Equipment: \_\_\_\_\_

IP Address: \_\_\_\_\_

Surge Protector \_\_\_\_\_

Customer's Initials: \_\_\_\_\_  
Original Copy: SOL Corporate  
Yellow Copy: Customer  
Pink Copy: Installer

Customer's Initials: \_\_\_\_\_  
Original Copy: SOL Corporate  
Yellow Copy: Customer  
Pink Copy: Installer