



BRIDGER VALLEY EXTREME ACCESS
A Division of
Bridger Valley Electric Association
40014 I-80 Business Loop
PO Box 399
Mountain View, Wyoming 82939

Bridger Valley Extreme Access Service Agreement

By establishing an account or using the Services of Bridger Valley Electric Assoc. you agree to be bound by this agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

The following terms and conditions shall apply to all customers subscribing to Bridger Valley Extreme Access Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing Bridger Valley Extreme Access Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as Bridger Valley Electric Assoc. may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

Equipment and Scope of Work: All equipment, modems, subscriber modules, antennas and standard mounting equipment will at all times remain the property of Bridger Valley Electric Assoc. All materials necessary to mount the Subscriber Module on the Exterior of the structure shall be provided by Bridger Valley Extreme Access.

A standard installation is defined as mounting the Subscriber Module as indicated above, and routing the cable from the Subscriber Module through a maximum of only one exterior wall penetration to the customers PC or appliance location. Additional penetrations and materials shall be billed at commercial rates and current labor rates. Cable length shall be limited to 150 feet. Subscriber's PC or appliance shall be capable of activating a firewall for protection and configurable for accepting DHCP from Bridger Valley Extreme Access. Customer shall be responsible for typical virus protection and spy ware protection.

SUBSCRIBER ASSUMES ALL RESPONSIBILITY FOR PC OR APPLIANCE SETTINGS, CONFIGURATIONS, MAINTENANCE, REPAIR AND REPLACEMENT.

Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes Bridger Valley Electric Assoc. to retrieve from Subscriber's premises equipment that is owned by Bridger Valley Electric.

Standard Maintenance: BRIDGER VALLEY EXTREME ACCESS CONNECTION POINT ENDS AT THE SUBSCRIBER MODULE POWER INJECTOR. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Bridger Valley Extreme Access network and backbone connectivity. If your connection ceases to function properly but Bridger Valley Extreme Access network is still functioning properly, a technician will be sent to troubleshoot during normal business hours (8AM-4:30PM, Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the "Not covered by Standard Maintenance" section, standard hourly rates apply.

Not Covered by Standard Maintenance: Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscriber's computer and/or peripheral equipment not installed by Bridger Valley Electric, or from any cause related to or other than the intended and ordinary use. **ANTENNA RE-AIMING OR RELOCATION DUE TO OBSTRUCTIONS SUCH AS TREES, VEGETATION OR BUILDINGS, OR STORM RELATED DAMAGE.** Any re-aiming or relocation of antennas or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates plus any material costs.

Indemnification/Release: Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release Bridger Valley Electric Assoc, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of Bridger Valley Extreme Access services hereunder including but not limited to, Subscriber's access to content uploaded or down loaded using Bridger Valley Extreme Access service from any source or to any recipient. Subscriber further releases Bridger Valley Electric Assoc. from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through Bridger Valley Extreme Access systems and/or the wireless network. Subscriber's release of Bridger Valley Electric Assoc. includes any actions or inaction by Bridger Valley Electric Assoc. which amount to negligence. Subscriber further agrees to indemnify and hold harmless Bridger Valley Electric Assoc. from and against any and all claims, actions, causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of, Bridger Valley Extreme Access services herein.

Disclaimer: Bridger Valley Electric Assoc. assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via Bridger Valley Extreme Access services. Bridger Valley Electric Assoc. discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by Bridger Valley Electric Assoc. which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations. Including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to Bridger Valley Electric Assoc. that its use of Bridger Valley Extreme Access service to access information, content or other services is at it's own risk.

Governing Law and Venue: The laws of the State of Wyoming shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Uinta County, Wyoming.

Customer Agreement: The customer assumes all liability of providing a computer or device capable of using IP over Ethernet.

Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect. The undersigned understands this is a legally binding contract. Please provide the following information accurately.

We will be using this information to carry out a credit check. Service is contingent upon approved credit.

----FILL OUT ALL FIELDS BELOW-----

Subscriber Name: _____

Social Security #: _____ - _____ - _____ Date of Birth: _____

Existing Bridger Valley Electric Customer ___ YES ___ NO

Address: _____

Own your home ___ YES ___ NO Owned how many years _____

Phone Number: _____

Email: _____

Service Details:

Speed (Kbps)	Installation Fee	Monthly Fee	Select Service
512k package (512k ↓ /512k ↑)	\$49.95	\$34.95	_____
1,000k package (1000k ↓ /1000k ↑)	\$49.95	\$44.95	_____
1,500k package (1500k ↓ /1500k ↑)	\$49.95	\$54.95	_____
Business Packages			
2,000k package (2000k ↓ /2000k ↑)	\$49.95	\$99.95	_____
3,000k package (3000k ↓ /3000k ↑)	\$49.95	\$149.95	_____

My signature indicates that I have read and I agree to all 5 pages of this contract.

Subscriber Signature: _____ **Date:** _____

Accepted by: _____ **Date:** _____
Bridger Valley Extreme Access, Management

Permitting and Landlord Approval: It is the Subscriber's responsibility to obtain any required permits, homeowner associations approvals, mortgage grantors permission, or to grant or gain landlord approval for the placement of the antenna on the Subscribers building. **Landlord/Owner consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receiver Bridger Valley Extreme Access services.**

Authorized Signature of Landlord/Owner
Or other interest holder in the property.

Date

Office Use Only

Credit Approved _____ Date _____
Credit Rating _____

Acceptable Use Policy

Bridger Valley Electric Assoc. agrees to provide high speed wireless internet to the subscriber listed below subject to the following terms and conditions:

This service is for single family residence or home-office use only. Internet sharing is allowed only within the boundaries of the residence. Allowing others to use this connection via wired, wireless (WiFi or other technology) or by other means will result in immediate disconnection. Reselling this service will result in immediate disconnection. However, businesses may set up a WiFi hotspot with permission from Bridger Valley Electric Assoc, but this is only allowed on a case by case basis.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding the Member's allotted email space may, at Bridger Valley Electric's discretion, be transferred to a compressed temporary file or storage. Bridger Valley Electric Assoc may delete the temporary file from the server 60 days after notifying you.

Abuse of Services

Any use of the system that disrupts the normal use of the system for other Subscribers is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to their computational, information, or communication devices or resources of others is a violation of this agreement. The use of Bridger Valley Extreme Access services by Subscribers to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) or any other inter router protocol by Subscriber is a violation of this Agreement. Any Subscriber deemed by Bridger Valley Electric Assoc. to be in violation of this section is subject to immediate termination by Bridger Valley Extreme Access. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

Monitoring the Services

Bridger Valley Electric Assoc. has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Bridger Valley Electric Assoc, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its interests. Bridger Valley Electric Assoc. may immediately remove your material or information from Bridger Valley Electric Assoc. servers, in whole or in part, which Bridger Valley Electric Assoc, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

Additional Clarifications, Terms and Conditions

Username, passwords and email addresses are Bridger Valley Electric Assoc property and Bridger Valley Electric Assoc. may alter or replace them at any time. Bridger Valley Electric Assoc. has no control over certain types of interference and signal blockage. We do not guarantee any level or quality of service. Bridger Valley Electric Assoc. cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service. Subscribers understand that service will be interrupted from time to time for various reasons including maintenance, upgrades, RF interference and power outages. There will be no warning for some of the outages.