

NANO Bridge MAC: _____
 Serial # _____
 Signal/Noise _____

Billing Email Address: _____

Manti Tele Communication Company Service Form

Name: _____

Order Date: _____

Street Address: _____

Term: 12 Months

Billing Address: _____

Phone # _____

Cell # _____

Installation Date: _____

Halo Fixed Wireless Services	Monthly Charge	NOTES
Fixed Wireless Speed 6M/3M \$35.95 12M /5M \$54.95		
Activation: (Direct Connection to 1 Device) (\$100.00 With one year Contract) (\$200 with no contract)		

If contract is terminated by customer before contract is fulfilled the following early termination fees will be charged to the customer.
 For early termination of 1 year Internet contract \$250.00 + \$15 per remaining months on contract.

This Agreement including the Terms and Conditions on the reverse hereof and any schedules or attachments hereto, constitute a binding commitment between Manti Tele Communication Company (“MTCC”) and Customer and supercedes all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein, Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by all of the terms and conditions hereof.

Customer: _____

Date: _____

Initial: _____
 Received terms and Conditions

Print Name: _____

TERMS AND CONDITIONS

1. **SERVICES.** MTCC agrees to provide to customer and customer agrees to purchase from MTCC DSL services described in this agreement (“Services”) for Customer’s own personal use and not for resale, exhibition, or other commercial, non-personal uses. Customer agrees to purchase the Services for the contract term as set forth in this agreement (the “Contract Term”). Subject to the earlier termination provisions, set forth herein, at the end of the Contract Term, this agreement will automatically renew for successive period(s) equal to the Contract Term unless terminated by either party upon 30 days written notice prior to the end of the initial Contract Term or any renewal period thereof.
2. **RATES AND CHARGES.** Rates and charges will commence on the Installation Date. Any monthly recurring charges will be billed in advance each month. Any nonrecurring charges (“NRC”) will be billed on the first invoice after the Installation Date, or if the NRC are incurred after the Installation Date, such charges will be billed on the next invoice thereafter. Payments are due upon receipt of the invoice and shall be considered past due if not paid, in full, within 30 days of the invoice date. Payments past due will be assessed a late payment fee of 1½% per month. Customer will pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorney’s fees, whether or not a suit is instituted. If an invoice is past due, MTCC has the option to suspend or terminate services, without notice, until payment is made in full. Without waiving any right of termination or any other rights hereunder, MTCC may require Customer to provide a security deposit in such amount as MTCC may reasonably require. MTCC is authorized to make any investigation of Customer’s credit either directly or through any agency employed by MTCC. Customer is responsible for payment of any and all federal, state and local taxes, charges or surcharges imposed on or based upon the provisions, sale or use of MTCC’s services.
3. **COMPLIANCE WITH LAW.** This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings, orders, and other actions of governmental agencies (“Rules”), and the obtaining and continuance of any required approvals, authorizations, or tariffs filed with the FCC or any other governmental agency. If any such Rule adversely affects the services or requires MTCC to provide Services other than in accordance with the terms of this Agreement, either party may, without liability to the other party, terminate the affected Services upon 30 days prior written notice to the other party. In performing their obligations under this Agreement, the parties will comply with all applicable federal, state and local laws, regulations, rules and orders.
4. **MAINTENANCE AND UPGRADE OF FACILITIES.** MTCC reserves the right to suspend service for scheduled maintenance or planned enhancements or upgrades to MTCC’s network without notice to Customer. Customer will grant MTCC or cooperate with MTCC in obtaining access to its premises for the installation, operation, removal, repair and maintenance of the facilities and equipment for the Services hereunder.
5. **EVALUATION OF SERVICE AVAILABILITY.** During the period from the execution of this Agreement until installation of the Services, MTCC will evaluate the requested Services to determine the availability of facilities to provide the Services. If MTCC determines that facilities necessary to provide the Services are not available, then MTCC shall have the right to cancel this Agreement without liability to the Customer.
6. **ACCEPTANCE OF SERVICES.** Customer understands and acknowledges that the actual transmission speeds delivered by MTCC may vary from the transmission speeds indicated in the Service Order based upon, among other things, factors such as length and gauge of the line serving the Customer and other operational characteristics of the facilities used by MTCC.
7. **LIMITED WARRANTY.** MTCC will use commercially reasonable efforts, according to industry standards, to provide Services on a 24-hour-a-day, 7-day-per-week basis. MTCC does not warrant that Services will be provided without interruptions. MTCC MAKES THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES AND MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **LIMITED LIABILITY.** MTCC’s liability and the exclusive remedy of Customer for damages associated with the installation, provision, termination, maintenance, repair or restoration of Services, will be solely limited to an amount no greater than the amounts payable from Customer to MTCC during the Contract Term. IN NO EVENT WILL MTCC BE LIABLE TO THE OTHER FOR LOSS OF USE, INCOME OR PROFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES. The provisions of this Paragraph 8 will survive the termination of this Agreement and any Services provided hereunder.
9. **INDEMNIFICATION.** Customer will indemnify, hold harmless, and defend MTCC, its officers, directors, affiliated companies, employees, agents and subcontractors from liabilities, claims or damages arising out of personal injury or death or damage to property to the extent caused by the Customer’s use of the Services. The provisions of this Paragraph 9 will survive the termination of this Agreement and the Services hereunder.
10. **TERMINATION.** Either party may terminate this Agreement upon 30 days written notice to the defaulting party, if the defaulting party: (a) breaches any term or provision herein and fails to cure such breach within the said 30 days; or (b) makes an assignment for the benefit of credits; or (c) has any proceedings filed against it under any law relating to creditor’s rights in general. MTCC may terminate the Services if Customer fails to pay any invoice within 30 days of the date of the invoice. Upon early termination for any reason, other than breach by MTCC, Customer will immediately reimburse MTCC any and all installation waivers. In addition, all rates and charges set forth herein for the balance of the Contract Term, will become immediately due and payable by Customer to MTCC. the Contract Charges.
11. **CUSTOMER PREMISE EQUIPMENT** Customer agrees to return to MTCC all MTCC-provided equipment delivered to Customer within five (5) days of termination of the Services in connection with which the equipment was used including, limitation, all Modems, the Cable TV/Video Set Top Boxes and Remotes. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall be solely responsible for protecting all MTCC-provided equipment from electrical surges or similar occurrences by a Customer-provided UPS, surge protector or similar device. Customer shall reimburse MTCC, upon demand, for any costs incurred by MTCC due to Customer’s failure to comply with this provision including, without limitation, paying the replacement cost of any such equipment. All MTCC-provided equipment shall be clearly labeled as being the sole and exclusive property of MTCC and Customer shall not sell, hypothecate, encumbrance or otherwise dispose of such MTCC-provided equipment at any time.
12. **GENERAL.** Customer may not assign its obligations hereunder without the prior written consent of MTCC, such consent will not be unreasonably withheld. Any amendments must be in writing and signed by the parties hereto. If any provisions hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect. This Agreement will be governed by and interpreted in accordance with the laws for the State where the Services are to be provided.
13. **DOMAIN HOSTING.** MTCC will provide to Customer 5mgb for Domain Hosting in connection with a web site for Internet services. In connection therewith, Customer shall not utilize such services for the dissemination, broadcast, transmission or any other use such services for any material which is pornographic, sexually explicit, harmful, illicit, or is otherwise objectionable in accordance with prevailing community standards. MTCC shall have the right to immediately terminate such services in the event such services are used in any manner which, in MTCC’s sole and absolute discretion, violates prevailing community standards or are otherwise objectionable to MTCC.
14. **DISCOUNT.** Customer must remain with Manti LD or cable service thru out the contract to qualify for the related discounts.