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Sterling, IL 61081
815-547-3885 or 815-380-3773
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Support@t6wireless.com



Wireless Agreement

This Agreement is entered into on the activation date, between Essex Telcom, Inc -D.B.A.T6 Broadband ("T6"), and the ("Client").

1. If within 30 days of Activation of T6 Service you are not satisfied with the service, you have the option to cancel your contract with no early termination fees. Activation and installation fees are non-refundable. Cancellation under this provision must be in writing and received by T6 prior to the expiration of 30 days from the date of Activation.
2. If you move outside of our service area during the term of this agreement you have the option to cancel your contract with no early termination fees. Cancellation must be in writing and T6 may require written evidence the Client has moved out of our service area before permitting cancellation with no early termination fees.
3. All cancellations must be in writing and received by T6 at least 30 days prior to disconnect.

Equipment Agreement

1. T6 agrees to loan to Client the following equipment to establish a wireless Internet connection specifically, a Subscriber Module, power supply and Ethernet cables (all such equipment referred to herein as the "Loaned Equipment"). With the exception of manufacturing defects, which shall be remedied by T6 without charge to Client at any time during the term of this Agreement, Client shall bear all risk of loss in respect to the Loaned Equipment, including, but not limited to damages caused by weather or other conditions existing or occurring at Client's site, and Client shall return the Loaned Equipment to T6 in good working order, at client's sole expense, within ten (10) days of the date of any termination of this Agreement.

Fees: Fees include, without limitation, set up fees, monthly service fee, and equipment fees and other applicable costs set forth in the Service Quote. T6 will invoice fees for Services and any equipment in advance. Payment for service should be in the form of Major Credit Card (we accept Visa, Master Card, Discover with processing fee of the current published rate) or ACH Debit and will be automatically charged to the Clients account monthly. Client agrees to pay all federal, state or local taxes arising under this Agreement. Setup fees are not refundable. If client deems it necessary to re-terminate the circuit (move to new location) client will be responsible for additional T6 fees. T6 is not responsible for Service disruptions caused by re-termination. The recurring charge payable by the Client for the Services is as stated on a separate Service Quote. Other fees:

- Reactivation fee is \$30 minimum.
- Non-returned ATA fee is \$70.00 plus applicable taxes.
- Non-returned Internet equipment fee is \$300.00.
- NSF Fee- \$25.00

Installation Agreement

1. T6 shall provide Client with the labor necessary for the normal installation of wireless Internet equipment as described on the T6 website. In consideration for the installation, Client shall pay T6 a one-time installation fee of current published rate which the Client has been provided, which shall be due upon Client's execution hereof.
2. Client understands that the services included in this contract are limited to the installation of a Subscriber Module (SM), aiming the Subscriber module at the transmitting antenna, one cable to connect the SM to the customer location via 1 hole through an exterior wall of Client's structure. Cables shall be secured to the exterior of the structure. T6 shall not be responsible for additional installation tasks not specifically listed in this Installation Agreement which may be deemed necessary by the installer or desirable by the Client. Client shall be responsible for the additional charges for any such additional work as well as additional work subsequently requested by Client.
3. T6 shall not be held liable for the workmanship of tasks performed by the Professional Installer or its subcontractors for repair or restoration of any structure or surface altered or penetrated by T6, its installers or subcontractors during the installation or removal of the antenna, mast, tripod, wiring or any other T6 Equipment located at Client's location. T6 shall not be responsible for the restoration of Client's location to its pre-installation status.
4. Client acknowledges that installation fees are non-refundable after the Connection becomes operational (the "Activation Date").
5. Permitting & Landlord Approval. It shall be Client's responsibility to obtain any required permits, consents or approvals for the installation of T6 Equipment on Client's property or any property leased by Client required by any Landlord, property owner or governing body.

Authority: Customer hereby affirms that the person signing on behalf of Customer is duly authorized to bind Customer to the terms of this Agreement, that the name shown on the next page for Customer is the true legal name of Customer.

Late Fees: Late fees are established to recover the costs of dealing with late payment situations. Late fees are in addition to all other fees, including, without limitation, return bank draft fees or checks provided for herein or in the Service Quote.

- 30 days late – The client is subject to a late fee of \$5. The late fee charge is determined by the date payment is received in the T6 office.
- 45 days late – The client's service will be shut off.
- 60 days late – Client's outstanding balance will be sent to collections.
- 75 days – T6 will call client to inform them that we are going to come out to remove our equipment

If the client pays before the equipment is actually removed, there will be an additional reconnect fee of \$30 and automatic payment set-up will be required. If the client pays after the equipment is removed, and desires to continue with T6's service, customer will be charged a regular initial installation fee.

Access Agreement

1. T6 shall provide Client with a wireless connection to the Internet (the "Connection"). In consideration for the Connection, Client shall pay T6 the sum of the service selected each month during the term hereof plus a one-time activation/installation fee which shall be due upon Client execution hereof OR you may pay a monthly service fee instead of the activation/installation fee up front. If you cancel your service, you will be responsible for the full activation/installation fee.
2. Client understands that the Connection operates through an Ethernet connection. The Ethernet card shall be provided and installed by Client, at Client's expense.
3. T6 shall not be responsible or liable for loss of service resulting from any of the following:
 - Any obstruction(s) that might be erected or grow between the antenna at Client's location and the transmitting antenna which causes degradation or loss of service.
 - Debris or ice on the antenna located at Client's location.
 - Aiming or re-aiming the antenna located at Client's location.
 - Any change in the conditions at Client's location.

4. Client agrees to comply with T6's published acceptable use policy, which is available on the T6 website at www.t6b.com in respect to all use of the Connection including, but not exclusively, excessive use of T6's network.
5. Client understands that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between the POP and the antenna located at Client's location may block the signal and cause the failure of the Connection. In the event that foliage disrupts service, upon request by Client, T6 will attempt to reconfigure the equipment to restore service. Client may incur charges for any extra hardware and service labor at that time. If service cannot be restored within 15 days of Client's notice to T6 of a service interruption, either party may terminate this Agreement. Upon termination of this Agreement pursuant to the preceding sentence, Client shall receive a refund of the pro rata portion of the service fee for any period in excess of forty-eight (48) hours that Client has paid for service, but the Connection was not operational.
6. Client acknowledges that activation fee is non-refundable after the Connection becomes operational (the "Activation Date").
7. The term of this Agreement shall commence on the Activation Date and shall end 24 month(s) after the Activation Date. Unless notice is given by either party to the other not less than thirty (30) days prior to the end of the initial term, this Agreement shall automatically be renewed for additional term(s) of equal length to the initial term. Monthly charges are based on plan rates in effect at the time Service is ordered. Rates are subject to change upon thirty (30) days written or emailed notice.
8. The Customer agrees that Broadband Service is for the Customer's use only and may not be resold, licensed, assigned or shared in any manner. Any Customer deemed selling Broadband Services will be charged normal T6 Dedicated Internet Access (DIA) fees for each service resold, licensed, assigned, or shared retroactive to the time T6 Service was first rendered.
9. If Client terminates this Agreement anytime after implementation or activation, but before expiration, Client will pay a lump sum equal to 100% of the charges of the remainder of the then current term of the Agreement or \$250 whichever is least. If Client's use of the Connection is terminated by T6 for violation of T6's acceptable use policy, Client shall pay a lump sum equal to 100% the charges for the remainder of the then current term of the Agreement or \$250 whichever is least.
10. Through the Connection T6 provides Client access to the Internet. Client hereby acknowledges that the Internet is a separate and independent network of computers which is not owned, operated or managed by T6 or in any way affiliated with T6 or any of its affiliates. Client's use of the Internet shall be solely at Client's own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond T6's authority and control.
11. The Connection and T6's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by T6 to be inappropriate or improper, such as transmitting bulk e-mail messages. Violation of this provision in T6's sole discretion shall result in termination of services to Client.
12. T6 makes no warranty, express or implied, including, but not limited to, that the Connection is suitable for a particular purpose. T6 shall not be responsible for any loss of data resulting from delays, non-deliveries, miss-deliveries or service interruption, however caused. Use of any information obtained through T6's network shall be at Client's own risk. T6 specifically disclaims any responsibility for the accuracy or quality of information obtained through the Connection.
13. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electronic breakdowns, may result in temporary impairment or interruption of service. As a result, T6 does not guarantee continuous or uninterrupted service and reserves the right, from time to time, to temporarily reduce or suspend service without notice. Client shall indemnify and hold T6 and its directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities and fees incurred as the result of interruptions or omissions of service under this Agreement.
14. Client consents to the periodic monitoring of Client's use of the Connection and T6's network by T6 as may be reasonably required by T6 to conduct its quality control activities, in T6's sole discretion. Client acknowledges client has no expectation of privacy regarding Client's use of T6's Network..
15. Upon the occurrence of a breach by Client of any provision hereunder, T6 reserves the right, in addition to any other remedies which may be available to it at law or in equity, to terminate this Agreement and the services to Client there under. Client agrees to pay all costs incurred by T6 in enforcing the terms of this Agreement, including, but not limited to reasonable attorney fees and cost incurred.
16. This Agreement is deemed to be entered into in the State of Illinois and the parties agree that any dispute arising under this Agreement shall have its venue in Winnebago County, Illinois and any such dispute shall be governed by and constructed in accordance with the laws of the State of Illinois.
17. T6 may assign this Agreement without Client's prior consent and all of T6's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Client except with the written consent of T6. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
18. Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however, in any of its sales and marketing materials, T6 may refer to Client as its customer.
19. T6 may modify these terms and conditions upon written notice published on its web site. T6 will attempt to notify Clients via email of modified terms and conditions. Client's continued use of service after such notice shall constitute Client's acceptance of the modification of this Agreement. Where a client does not accept the modifications set forth by T6, the client may terminate the Agreement for 150 dollars.
20. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
21. All notices, elections and waivers required or otherwise given hereunder shall be in writing and shall be served, unless otherwise provided, on the parties or their respective attorneys, if any, personally; by mail with postage prepaid and deposited into the United States mail; by facsimile transmission; or by electronic mail at the addresses set forth below. If mailed or transmitted as aforesaid, notices, elections and waivers shall be deemed given on the date of such mailing or transmission (except as elsewhere provided herein).
22. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.