



**TEWA**Communications  
@ San Ildefonso

## SERVICE AGREEMENT FOR TEWA COMMUNICATIONS @ SAN ILDEFONSO CUSTOMERS

This Service Agreement (Agreement) is made and entered into between Tewa Communications @ San Ildefonso (TewaCom) and \_\_\_\_\_ (Customer) for Broadband Internet Services procured in the State of New Mexico. Customer agrees and understands that TewaCom is the exclusive and authorized Service Provider for the customer.

### RECITALS

1. TewaCom shall provide to the Customer of the Term of this Agreement, as defined below, the Wireless Internet Services (Services) identified and agreed to by and between the parties as set forth on the TewaCom Order document , which is attached as Exhibit I
2. In providing such Services to the Customer, TewaCom shall provide certain Equipment necessary for the provision of Services by TewaCom to the Customer. Exhibit II is attached for reference on the Equipment
3. The Services and Equipment shall be supplied and used at the Customer location at \_\_\_\_\_ (Location) and no other Location without the express written consent of TewaCom.

### TERMS AND CONDITIONS

1. **SERVICES**-TewaCom shall provide to Customer its Services for a period of no less than Two (2) year which shall commence on the date of this signed Agreement
2. **CHARGES AND PAYMENT**-Customer agrees to pay TewaCom the amounts and in the manner as set forth in Exhibit III, attached to this Agreement. In accordance with Exhibit III, any and all amounts not paid when due shall incur and bear an interest charge not to exceed what is allowable by law. Customer also agrees that failure to make payment when it is due may result in disconnection on termination of the Services by TewaCom, at TewaCom's sole discretion. Once disconnected, Service will not be reinstated by TewaCom until all balances are paid in full. To reinstate services customers will pay a reconnection fee not to exceed One Hundred Dollars (\$100.00) and at the discretion of TewaCom a one (1) Service month deposit may be required. Customer shall also be responsible for any and all bank charges, fees or expenses associated with any stopped, returned, or insufficient funds check, credit card chargeback or other chargeback. Deposits may be required at TewaCom's sole discretion. Customer shall also reimburse TewaCom any and all amounts constituting costs, expenses, or fees including, but not limited to, attorney fees, incurred by TewaCom in collecting any amounts or recovering anything of value, including but not limited to Equipment, from the Customer under the terms of this Agreement. If Customer moves to a new Location in the TewaCom coverage area a \$250 moving fee will be charged to move equipment and reinstall at the new Location.
3. **TewaCom Equipment**-TewaCom agrees to provide and license to Customer Equipment that is necessary for use of the Services of TewaCom. Customer understands that the Equipment is owned by TewaCom and its use should be in accordance with manufacture specifications. At any time TewaCom can remove or change the Equipment at its sole discretion in connection with providing Services to the Customer. Customer shall not move, rearrange,

disconnect, remove, attempt to repair or otherwise tamper with the Equipment or permit others to do so. Upon termination of the Agreement, Customer is responsible for returning Equipment in good working order to TewaCom. Any equipment not returned to TewaCom shall be charged at full cost to the Customer.

4. TAXES-Each party shall be responsible for any taxes imposed to them by law. The Customer shall pay TewaCom any New Mexico Gross Receipts taxes or current or future telecommunication based fees or related taxes as related to Services provided by TewaCom to the Customer pursuant to this Agreement.
5. TERM-The term of this Agreement shall commence upon the date that this Agreement is signed by the Customer. It shall consist of twenty-four (24) months of Services that TewaCom will provide the Customer. Unless terminated sooner, as provided in Section 6, the parties can renew this Agreement for successive terms of twelve (12) months, subject to changes in rates and charges for Services.
6. TERMINATION OF AGREEMENT-
  - a. Customer Initiated-Customer may terminate this Agreement at any time prior to the expiration of its term by providing TewaCom written notice thirty (30) days prior to the termination date. Customer will be responsible for an early termination fee equal to two-thirds (2/3) of the remaining monthly fees that would have been payable by Customer. If Customer fails to provide written notice, the Customer will be responsible for the full value of the remaining monthly fees. If the Customer moves outside the TewaCom Wireless Service Area the Customer will have all Cancellation charges waived with the return of all the Equipment provided in working order.
  - b. TewaCom Initiated-TewaCom may terminate this Agreement at any time if Customer breaches any provision of this Agreement, without liability. This is including, but not limited to, failure to pay any charges for Services or Equipment. Such a termination may occur with or without notice. TewaCom may reactivate Services at its sole discretion if the Customer remedies the breach(s)
7. LIMITATION OF LIABILITY-IN NO EVENT SHALL TEWACOM, OR IT'S EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR PROVIDERS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY USAGE LOSS, BUSINESS LOSS, DATA LOSS OR PROFIT LOSS, EVEN IF THEY HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, OR ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE EQUIPMENT OR SERVICES.

EXECUTION

The parties hereby execute and authorize this Agreement as of the latest date show below:

Tewa Communications @ San Ildefonso

Customer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date