

RINCON WIRELESS CONFIRMATION OF SALE FOR STANDARD INTERNET ACCESS SERVICES

This Confirmation of Sale ("COS") is an agreement by and between Customer and Rincon Wireless ("Rincon") and is a part of and is incorporated by reference into the Terms of Service (the "Service Agreement"). Any capitalized terms not defined in this COS will have the same meaning as defined in the Service Agreement.

Installation Date: _____

Name of Customer: First _____ Middle/Initial: _____ Last: _____

Company Name (if a business): _____

Installation Address: _____

Billing Address (if different): _____

Account Email Address: _____

Home Phone: (____) _____ Work Phone: (____) _____ Mobile Phone: (____) _____

By your submission of a mobile phone number or wireless email address as part of this transaction, you acknowledge, agree and understand that you have authorized Rincon, its authorized representatives and Operational Service Provider(s) to contact you at this number or wireless email address via a live customer service agent, or voice, text message, prerecorded or artificial voice technology using an automated telephone dialing system for service-related purposes, including but not limited to service outages, billing and collection.

Billing Cycle Start Date: _____

Term of Service: Monthly

INTERNET SERVICE SUBSCRIPTION FEE:

Choose Plan (*only available in certain areas) (check one):

Residential: Ultimate Internet (25Mbps/10Mbps) Ultimate Family Web (40Mbps/15Mbps) Super User Internet (50Mbps/20Mbps)* Super User Ultimate Internet (100Mbps/25Mbps)* Simply High Speed (40Mbps/10Mbps)* High Speed Plus (60Mbps/15Mbps)* Ultra High Speed (100Mbps/20Mbps)* WiFiber (300Mbps/300Mbps)* WiFiber Uncapped (500+Mbps/500+Mbps)*

Business: Business (50Mbps/20Mbps)

The Internet Service Subscription Fee is: \$ _____ per month.

CUSTOMER WILL BE BILLED FOR THE FOLLOWING (* INDICATES A MONTHLY FEE):

- Basic Installation Fee \$ _____
- Additional Installation Costs \$ _____ [Need to itemize in notes, such as Extra 20' of cabling, upgraded router, etc.]
- Static IP Address Fee (\$5/mo ea.): \$ _____ **
- Other _____ \$ _____ *

** Customer has the option of purchasing equipment at time of installation. Any equipment purchased on the Installation Date with a one-time fee due on the Installation Date is noted below.

Customer agrees that the following Rincon Equipment (if applicable) will be installed at Customer's premises and in a manner approved by Customer:

TOTAL CUSTOMER MONTHLY BILL (excludes taxes and government-imposed fees) \$ _____

NOTE: UPON COMPLETION OF INSTALLATION, CUSTOMER MUST INDICATE AFFIRMATIVE APPROVAL OF THE FOLLOWING:

Customer acknowledges that the installation was completed to Customer's satisfaction and meets all of Customer's requirements. Customer further acknowledges and agrees that today's payment of installation fees and service fees is in the amount of \$ _____

The following are other conditional or one-time fees should they apply during the term of the Service. (These fees are for disclosure only and are not charged on new service activations or installations).

Equipment Replacement Fee: up to \$ _____

Reconnection Fee for Terminated Service: \$60

Equipment Re-installment Fee: \$60 (total equipment)

ACH/Insufficient Funds Fee: \$25 (per occurrence)

Late Payment Fee: \$15 (per occurrence; the lesser of \$15 U.S. or the maximum amount permitted by Applicable Law)

Service Call Fee: \$60

Move Service Fee: \$60

Customer understands, acknowledges and agrees that Customer has been provided with and has reviewed the Rincon Service Agreement, that this COS, together with the Service Agreement and the other documents referenced in the Service Agreement, forms an agreement between Rincon and Customer, and that by signing below Customer agrees to enter into the COS. Customer understands, acknowledges, and agrees that this COS memorializes in writing the specific terms of Customer's subscription to Rincon Internet Standard Service that will be in effect starting with the Installation Date. Customer further understands, acknowledges, and agrees that this COS and Service Agreement shall be effective as of, and shall govern the terms of Customer's subscription with Rincon Internet as of the Installation Date.

While Service is active, Customer understands, acknowledges and agrees that Customer is required to provide electrical power and a continuous connection to the power grid to Rincon Internet Equipment at all times (including when Customer is not using the Service) and that Customer's failure to provide such power and continuous connection may result in damage to the Rincon Internet Equipment or to Customer's computer, equipment, property or premises, which will be Customer's sole responsibility.

Customer understands, acknowledges and agrees that prior to Rincon Internet servicing any Customer equipment or Rincon Internet Equipment under contract with Customer, it is Customer's responsibility to (A) back-up the data, software, information or other files stored on Customer's computer, tablet or other device including but not limited to disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera and/or on any other electronic storage device; and (B) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media from Customer's equipment. Customer agrees that whether or not Customer requests back-up services from Rincon Internet and/or its Operational Service Provider(s), neither Rincon Internet nor its Operational Service Provider(s) shall be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media.

Customer acknowledges that it has read, understands, and agrees to this COS, the Service Agreement, the Privacy Policy, the Open Internet Transparency Statement, the Acceptable Use Policy and other documents incorporated by reference in the Service Agreement.

Customer agrees that Customer is required to pay all applicable federal, state, and local taxes and fees, including, but not limited to, those imposed after the date of execution of this COS.

CUSTOMER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE SERVICE AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO CUSTOMER IN THE EVENT OF A DISPUTE.

CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT RINCON INTERNET REGULARLY UPDATES AND AMENDS THE SERVICE AGREEMENT AND THAT CUSTOMER WILL BE BOUND BY THE TERMS

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OF THE SERVICE AGREEMENT AS THEN-IN-EFFECT UPON NOTICE OF SUCH CHANGES UNLESS FURTHER NOTICE OR STEPS ARE REQUIRED BY LAW.

BY CUSTOMER:

Name of Customer (print) Signature Date

Title of Customer (only for Business Customers)

FOR RINCON:

Name of Authorized Person (print) Signature Date