

Nez Perce Tribe Department of Technology  
Internet Provider Agreement

1. \_\_\_\_\_ (“Subscriber”) wishes to obtain access to the Internet by way of the wireless services provided by the Nez Pere Tribes Department of Technology (“Provider”), as defined herein.
2. The Provider is prepared to provide the Subscriber with Internet access subject to the Subscribers agreement to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements hereinafter expressed and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Access. The Provider agrees to provide the Subscriber with Internet access through Provider’s radio frequency broadcasting network subject to the terms and conditions set forth in this Agreement. The services shall include:
  - a. Wireless Internet connection (speed of connection will be based on option chosen by Subscriber)
  - b. Up to two (2) email addresses
    - \_\_\_\_\_@nezpercesystems.com
    - \_\_\_\_\_@nezpercesystems.com
  - c. Wireless equipment to receive the Wireless signal (Subscriber agrees to use certain wireless equipment to receive service.
2. Term and Commencement. The term of the Agreement shall be specified in the Base Fee Schedule section of this Agreement commencing on the day installation of the equipment and applicable computer configurations are completed. Upon the expiration of the initial term your service will automatically renew to the Month-to-Month agreement. Fees will reflect the Month-to-Month standard fee structure. You may sign a new agreement to take advantage of the multi term pricing or remain at the Month-to-Month fee structure.
3. Fees. In consideration for providing the services, the Subscriber shall pay Provider the fee as specified in the Payment Information Schedule. Otherwise, an email invoice/statement will be sent/generated free of charge. 2% interest per month will be charged on overdue account amounts that are overdue by more than Thirty (30) days.
4. Amendments. Subscriber agrees that Provider may amend the terms of this Agreement from time to time, including the Fee for services. Provider shall notify Subscriber of such amendment by posting on Provider's website, email, mail, or fax notification. Subscriber shall be deemed to have accepted and be bound by such amendments. Up to one month following any increases to standard base monthly fee the Subscriber, acting reasonably, may terminate Provider's internet service without penalty.
5. Equipment. Subscriber agrees to utilize the equipment required by the Provider. Subscriber further agrees that failure to use the required equipment as instructed by Provider shall constitute a breach of the terms of this Agreement. The equipment shall remain the property of Provider. Subscriber’s computer must meet certain minimum requirements to receive the service provide by the Provider. It is the responsibility of Subscriber, at Subscriber’s expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the service.
6. Renewals. This Agreement shall automatically renew for additional terms upon the same terms and conditions provided that neither party is in breach of a term of this Agreement, or has given written notice of intent not to renew within 30 days of the expiration of the term.
7. Termination. Subscriber may terminate service with 30 days written notice of the effective disconnect date. Upon termination or expiration of this Agreement, Subscriber grants Provider authorization to retrieve Providers equipment where installed. If Provider is unable to retrieve equipment within 30 days after Termination of Access, Subscriber will be invoiced the cost of the equipment and invoice is payable upon receipt. Provider may terminate this Agreement at the Provider's discretion, upon 30 days written notice to the Subscriber.

8. **Limitation of Liability.** Provider offers the services without warranties of any kind, either expressed or implied. Provider shall not be liable for any damages Subscriber or other parties may suffer from the use of services or the equipment, including, but not limited to, service interruptions and delays, loss of data, damage or destruction to property, or personal injury. Compensation for damages shall be limited to one month Internet service fee.
9. **Installation.** Installation of the equipment may require drilling holes and other modifications to the residence or commercial building where the equipment is installed. Such modifications are authorized with the full knowledge that if the equipment is removed Provider will not be required to return the building to its original state. Notwithstanding the foregoing, Provider shall use reasonable care to minimize modifications required. Subscriber is responsible to maintain the equipment on or in the Subscriber's home or business by ensuring bolts and screws holding the equipment in place are tight at all times. Subscriber is responsible for all acts of God. Subscriber warrants all authorizations for the installation of Provider's equipment have been obtained prior to Provider's scheduled installation date.
10. **Acceptable Use Policy.** Subscriber agrees to abide by Provider's further terms and conditions regarding acceptable use and prohibited conduct as set forth by Provider. Subscriber specifically agrees that it shall not allow or facilitate unauthorized connections to Provider's services, or unauthorized reselling or giving away of Provider's services. The Subscriber is responsible to review these terms from time to time, as they may be amended without notice.
11. **Indemnity.** Subscriber agrees to defend, indemnify and hold harmless Provider, its affiliates, directors, officers, employees or agents for all damages and claims that may arise from Subscriber's use or misuse of the services or from a breach of the terms of this Agreement.
12. **Age.** Subscriber certifies that he or she is at least eighteen (18) years old. Subscriber agrees to be responsible for use of and access to the services by all others.
13. **Notices.** All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder must be in writing and will be effective upon receipt, if delivered personally Nez Perce Network Systems 120 Bever Rd, Lapwai, ID, mailed Nez Perce Tribe Dept. of Technology Services PO Box 365, Lapwai, ID 83540 or, if sent by facsimile (208-843-7309) transmission, upon confirmation of delivery.
14. **Governing Law.** This Agreement shall be construed in accordance with the laws of the Nez Perce Tribe. In the absence of such laws, the laws of the state of Idaho may be used as guidelines by the trier of fact. The forum for any disputes under this Agreement shall be the Nez Perce Tribal Court. Nothing in this Agreement shall be construed as a waiver of the inherent sovereign immunity of the Nez Perce Tribe.
15. **Force Majeure.** Notwithstanding any other term or provision of this Agreement, neither party shall be in default under this Agreement or liable to the other for any act or failure due to or resulting from any strikes, riots, acts of God, shortages of labor or materials (not caused by the party seeking the benefit of this paragraph), war, governmental laws, regulations or restrictions or any other cause whatsoever beyond the reasonable control of such party.
16. **Entire Agreement.** This Agreement contains all of the agreements and understandings of the parties in respect of the subject matter hereof and supersedes all prior oral or written understandings or agreements between the parties. This Agreement shall not be modified or amended, except as set forth above.

17. **Benefit of the Agreement.** Subscriber may not assign its interest in this Agreement without the prior written consent of the Provider. This Agreement and the recitals hereto shall ensure to the benefit of and be binding on the parties hereto and their respective heirs, representatives, successors and assigns (as the case may be in accordance with the terms hereof).
18. **Severability.** If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had not been contained herein.
19. **Interpretations.** Wherever necessary or appropriate in this Agreement, the plural shall be interpreted as singular, the masculine gender as feminine or neuter and vice versa; and when there are two or more persons bound by the Subscriber's covenants contained in this Agreement, their obligations shall be joint and several.
20. **Technical Support.** Provider supplies technical support to Subscriber for connectivity, email problems and Voice over Internet Protocol. All other problems will be referred to their respective product manufacturers. Provider may resell certain products to Subscriber however Provider does not provide any warranties or technical support relating to those products. Technical Support can be obtained directly from the respective manufacturer.
21. **Service Calls.** If Provider conducts a service call to Subscriber's premises and it's deemed that Provider or Provider's equipment caused the problem then the service call is free. If the problem cause is unrelated to Provider then Provider will charge a fee to Subscriber.
22. **Full Installation Requirements:** Subscriber acknowledges and agrees that Provider will supply and install certain equipment. Provider requests that you back up all existing files by copying them to another storage medium, prior to the installation of the equipment. Provider assumes no liability whatsoever for any damages to or loss of any software, files, or data, or any personal computer warranty infringements due to equipment installation.
23. **Provider Equipment:** Certain equipment is rented to Subscriber as part of the monthly service and will remain the property of Provider if not outright purchased. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber assumes the entire risk of loss, theft or damage to the equipment due to any cause whatsoever during the term of the agreement and until the equipment is returned to Provider.
24. **Billing:** Subscriber agrees to keep the specified e-mail address open and checked regularly to ensure invoices are received and to pay promptly upon receipt. Failure to do so will NOT be an acceptable reason for non-payment. Subscriber will provide Provider with 10 days' notice if Subscriber closes or changes the email address.
25. **Re-distribution:** Subscriber will be provided a new network configuration. The management and administration of on-site local networks and system are the responsibility of Subscriber and must be protected to insure only on-site use. Re-distribution of service to other entities beyond Subscriber is strictly prohibited. In the case of re-distribution a warning in writing will be provided via email to Subscriber with an option to Subscriber to alter service plan to Middle Mile and its applicable rates. If Subscriber declines the Provider reserves the right to terminate service to Subscriber.

By signing below, Subscriber agrees to the terms and conditions contained in the Agreement and the rate schedule as described in the Base Fee Schedule attached to this agreement.

Subscriber	Date	Email Address to send Monthly E-Bill	
Physical Address	City	State	Zip Code

Mailing address if different from above: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Base Internet Fee Schedule**

Service Fees/ 2.5			
Megabits per second (Mbps)	Annual		Monthly
3	\$250.00		\$25.00
6	\$440.00		\$45.00
9	\$630.00		\$65.00
25	\$630.00		\$65.00

Business rates are available for Service levels above 9 Mbps.

Fiber Service Fees			
Megabits per second (Mbps)	Annual		Monthly
25	\$450.00		\$45.00
50	\$650.00		\$65.00
100	\$850.00		\$85.00
125	\$1,050.00		\$105.00

Additional equipment or hardware may be required to complete installation of equipment to provide service.

Additional Equipment and Associated One Time Fee

Tri Pod	\$	Router	\$
Eve Mounts	\$	Router costs vary by supply and vendor but range from \$90.00 to \$170.00. Provider supported or installed routers are Cisco Linksys, TP Link or Netgear. Any other router brand may be purchased but the Provider will not install or troubleshoot.	
Panduit	\$		
Pole	\$		
Installation Fee	\$100	All new customers must pay the installation fee.	
Reconnect Fee	\$15.00	Fee paid if service is turned off for non-payment.	
Deferred Payment	\$10.00	For an extension to make payment at later date.	
Service Charge	\$25		
Equipment Lease	\$5.00		
Trenching	\$100 - \$200	<b>\$100</b> up to <i>150ft.</i> <b>\$150</b> up to <i>300ft.</i>	
Trenching	\$50	<b>Additional</b> charge for rocky ground	
	<b>User wifi name</b>		
	<b>Wifi password</b>		

Voice over Internet Protocol Plan Fee Schedule

Visa and Mastercard payments are accepted via [www.nezpercesystems.com](http://www.nezpercesystems.com) using the Aradial Link after establishing an account for access to the Aradial Link. Payments can be made by calling 208.843.7307 option 1 providing Visa or Mastercard information. Checks can be mailed to: Nez Perce Tribe Wireless, PO Box 365, Lapwai ID 83540. In person payments can be made at Nez Perce Network Systems, 120 Bever Road, Lapwai.

Customer may cancel service before the 12 month period has been completed, in that instance wireless equipment reverts back to the ownership of the Nez Perce Tribe and will be removed from the customer premise. In this instance no refunds for service or equipment lease will be made.

\_\_\_\_\_  
SUBSCRIBER

\_\_\_\_\_  
DATE

Wireless Installer Signature \_\_\_\_\_ Date \_\_\_\_\_

Routers are as is, No Warranty \_\_\_\_\_  
Initials