



**Bella Mia, Inc.**

## wDSL Subscriber Agreement

This Agreement between Bella Mia, Inc. located at 401 Host Drive, Lake Geneva, WI 53147 (hereinafter called "Bella Mia") and \_\_\_\_\_ (hereinafter called "Subscriber") shall be effective on the completion of connection and shall remain in effect for a period of 12 months.

**Provision of Services:** Bella Mia will provide services on its computing and network systems and also provide the installation of necessary equipment (radio, cable, lightning protection, antennas & standard mounting equipment) to Subscribers in exchange for payment of fees and compliance with the terms and conditions of this agreement. Bella Mia's services are defined as the use, by the Subscriber, of computing, telecommunications, USENET newsgroups and information services provided by Bella Mia and access to computing, telecommunications, software, and information services provided by others via the Global Internet.

### Payment of Fees and Penalties:

<b>Residential Pricing:</b>	<b>Business Pricing:</b>
128k \$39.95	128k \$99.95
256k \$69.95	256k \$199.95
384k \$89.95	384k \$299.95
Basic Install \$399.99 (minimum)	512k \$399.95
	1024k \$849.95
	1.544MB \$1,199.95
Based on 12 month contract	Basic Install \$899.99 (minimum)

**Payment Policies & Terms:** Subscriber shall be billed on their "Expiration Date" of each month, one month in advance. Payment by Subscriber shall be due to Bella Mia, Inc. within fifteen (15) days from the date of the invoice. A thirty-dollar (\$30.00) late payment fee shall be assessed on any account not paid within fifteen (15) days of invoice. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent. Delinquent accounts shall accrue interest at 21% per month on all outstanding principle amounts until paid. Delinquent accounts shall be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. For any subscriber account that has been placed on suspended service there shall be due a Fifty Dollar (\$50.00) reconnection charge to reactivate Subscriber's services.

**Account Termination:** Subscriber may terminate this Agreement by submitting a written request for termination (email, fax or U.S. Mail) to Bella Mia at the address listed in this agreement. Requests received by Bella Mia prior to close of business on the twenty-fifth day of the month shall have a termination date of the first day of the month following the receipt of the termination request. Termination requests received by Bella Mia after the close of business on the twenty-fifth day of the month through the end of that month shall have a termination date of the first day of the second month following the date of receipt. Any Agreement terminated under this provision shall be subject to a termination fee, which shall equal thirty percent (30%), of the remaining monthly fees due under this Agreement from the date of termination to the end of the Agreement term, or the remaining balance of the contract, or which ever is less. In the event of termination under this provision by a Subscriber all amounts remaining due and owing to Bella Mia including aforesaid termination fee, shall be due within thirty (30) days of termination. Accounts not paid within thirty (30) days of termination shall be deemed delinquent.

### Connection/Installation Fees:

<b>Residential:</b> Standard mount, antenna, lighting arrestor, cable, PCMCIA card, ISA/PCI card, pigtail and labor: \$399.99	<b>Business:</b> Standard mount, antenna, lighting arrestor, cable, single port radio, 1 port wDSL router, pigtail and labor: \$899.99
Standard mount, antenna, lighting arrestor, cable, single port radio, 4 port wDSL router, pigtail and labor: \$899.99	Standard mount, antenna, lighting arrestor, cable, single port radio, 4 port wDSL router, pigtail and labor: \$999.99
	Standard mount, antenna, lighting arrestor, cable, single port radio, 8 port wDSL router, pigtail and labor: \$1099.99

**Additional Fees:** In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included in the standard install. Additional labor is billed at \$100/hr.

**Equipment & Scope of Work:** All equipment, (radios, antennas & standard mounting equipment), except for equipment purchased and paid for in full by the Subscriber, will at all times remain the property of Bella Mia. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost,

stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by Bella Mia in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes Bella Mia to retrieve from Subscriber's premises equipment for appropriate disposition, that is owned by Bella Mia, Inc.

**Non Standard Connections:** In the event of an aborted connection due to insufficient line of sight to an access point, Subscriber will receive a report of the connection options available. The report will include optional mounting configurations and their respective costs. Subscriber may at that time choose one of the available options or decline services. If the Subscriber declines services, Subscriber will be refunded all deposits made, less any equipment the Subscriber decides to retain.

**Expedited Connections:** Expedited connections with four (4) business days or less will incur a Five Hundred Dollar (\$500) expedite charge.

**Permitting & Landlord Approval:** It is the Subscriber's responsibility to obtain any required permits or to gain landlord approval for the placement of the antenna on the Subscribers building. Bella Mia may assist you or provide this service for you for an additional charge.

**Landlord consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive Bella Mia's services.**

\_\_\_\_\_  
Authorized Signature for Landlord \_\_\_\_\_ Date \_\_\_\_\_

**Standard Maintenance:** Bella Mia's connection point ends at the wireless radio or LAN jack on our router. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Bella Mia's network and backbone connectivity. If your connection ceases to function properly after it has been tested and shown to be working, but Bella Mia's network is still functioning properly, a technician will be sent to trouble shoot during normal business hours (9AM-5PM, Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the "Not Covered by Maintenance Plan or Standard Maintenance Plan" section, standard hourly rates apply.

**Maintenance Plan:** Subscriber has the option to select a desired response time and associated cost. Maintenance Plans available upon request.

**Not Covered by Maintenance Plan or Standard Maintenance Plan:** Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power or air conditioning, operator error, or malfunction of Subscribers computer and/or peripheral equipment not installed by Bella Mia, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming due to obstructions such as trees or buildings, or storm related damage. Any re-aiming of antennas, or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates.

**Warranties:** All Bella Mia provided equipment, cables and antennas are covered for a period of no more than 1 year. If any part of the wireless equipment fails due to manufacture defect prior to one year, it will be replaced at no charge pending testing of said equipment.

**Use of Material:** All content downloaded or uploaded using Bella Mia's system shall remain the sole responsibility of the Subscriber. The Subscriber assumes all risks associated with material, including but not limited to, copyright restrictions, trademark restrictions, service mark restrictions, confidentiality limitations, trade secrets, patent restrictions or any other intellectual property tangible or intangible rights associated with the material.

**Use of Services:** Subscriber is expressly prohibited from reselling any services offered by Bella Mia under this agreement without the prior written consent of Bella Mia. Subscriber is prohibited from hosting any web site dedicated to the sale or dissemination of pornographic materials and/or containing content of a sexually explicit nature. Subscriber understands and agrees that this service may be utilized solely for lawful purposes and the use of this service in connection with or adjunct to any matter or thing which violates any foreign municipal, state, county or federal state or regulation is expressly prohibited. Subscriber acknowledges that Bella Mia is a commercial entity. Subscriber agrees that its use of the services herein shall not infringe upon the use by other subscribers of Bella Mia or the wireless network. Subscriber is prohibited from sending unsolicited advertising or promotional materials to other Bella Mia or wireless network subscribers. Should Subscriber violate any provision of this section, Bella Mia, Inc. at its sole discretion may immediately suspend services to Subscriber and terminate this agreement. Bella Mia's liability for termination of this Agreement under this provision shall be solely limited to a refund to Subscriber of any unearned prepaid service fees. Bella Mia shall not be liable for any incidental or consequential damages as a result of the termination of the Agreement under this provision.

**Abuse of Services:** Any use of the Bella Mia system that disrupts the normal use of the system for other Bella Mia Subscribers is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to other computational, information, or communication devices or resources of others is a violation of this agreement. The use of Bella Mia's services by Subscriber to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this Agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) by Subscriber is a violation of this Agreement. Any Subscriber deemed by Bella Mia to be in violation of this section is subject to immediate termination by Bella Mia. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

**Indemnification/Release:** Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release Bella Mia, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of Bella Mia's services hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using Bella Mia's services from any source or to any recipient. Subscriber further releases Bella Mia from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through Bella Mia's systems and/or the wireless network. Subscriber's release of Bella Mia includes any actions or inaction by Bella Mia, which amount to negligence. Subscriber further agrees to indemnify and hold harmless Bella Mia, Inc. from and against any and all claims actions causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of Bella Mia's services herein.

**Disclaimer:** Bella Mia assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via Bella Mia, Inc.'s services. Bella Mia discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by Bella Mia which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations, including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to Bella Mia that its use of Bella Mia's services to access

information, content or other services is at its own risk.

**Governing Law and Venue:** The laws of the State of Wisconsin shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Walworth County, Wisconsin.

**Arbitration & Attorneys Fees:** The Subscriber and Bella Mia agree that any controversy or claim between them arising out of or relating to this Agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the commercial arbitration rules then in force of the American Arbitration Association. The arbitration award shall be final and binding on both parties. Judgment upon such arbitration award may be entered in any court having jurisdiction. Subscriber and Bella Mia agree that should either party bring action for enforcement, interpretation or otherwise under this Agreement the prevailing party in such action shall be entitled to its attorney's fees and costs including those incurred in any appeal.

**Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and no other representations or statements will be binding upon the parties. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

## **THIS AGREEMENT IS A LEGALLY BINDING CONTRACT**

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

eMail: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_ State: \_\_\_\_\_

## **SUBSCRIBER HAS READ AND AGREES TO THE TERMS OF SERVICE**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Bella Mia, Inc. \_\_\_\_\_ Date: \_\_\_\_\_  
(signed by an officer or authorized agent of said client)