



webformix

Dish Location and Cable Run Sign-off

541-385-8532 * 67 NW Hawthorne Ave * Bend, OR 97703

Webformix wants our clients to be happy with both the location the dish is mounted, as well as where the cable will run along the outside of the house and in through an exterior wall. Our field technician will show you where the dish needs to be mounted to receive the best signal, and where the cable will be run before the work begins. If there are multiple locations where the dish can be mounted to receive the best signal, they will be pointed out and it's up to you, the representative, to decide for the household which is preferred. If you change your mind later that's fine, however, there is a \$75 fee to come out and reinstall in the new location. Please note: Webformix does not run cable through attics, or under crawl spaces.

Installer_____

Description of dish location and cable run: _____

I, (Representative)_____ am the authorized agent for installation of the internet at
(Address)_____.

I have been informed of where the dish will be mounted, and approve of the location of both the dish and the cable run as described above.

Changes to the installation after sign off ie; moving dish or recabbling will be subject to a \$75.00 fee.

Client / Client representative

Print name _____

Signature _____



Webformix Wireless Application

Refer a friend and receive credit on your next bill!

Name: _____ Cell/Home or Work Number: _____
(Primary Account Holder)

Name: _____ Cell/Home or Work Number: _____
(Secondary Account Holder)

Service Address: _____ City: _____

State: OR Zip Code: _____ Date of Install: _____

Referred by/First and last name: _____ (or) How did you hear about us? _____

E-mail Address Required: _____ .com

INVOICES ARE SENT ELECTRONICALLY. Please be sure to print your email address CLEARLY. If we are unable to confirm your email address, you will be charged monthly for paper statements.

By checking this box, I agree to pay \$1/mo for a monthly paper invoice. Mailing Address (for invoices if different than service address): Street: _____ City: _____
State: _____ Zip Code: _____

INITIAL

Recurring Charges

| | | |
|-------|---|---------|
| _____ | Power User - 1 HD (high definition) video stream or multiple SD (standard definition) video streams | |
| | NOTE: Directv and Dish TV will only work with the Power User Plan | \$95/mo |
| _____ | Premium Streaming - 2 SD (standard definition) or one High Quality video stream | \$68/mo |
| _____ | Value Streaming - 1 SD (standard definition) video stream | \$50/mo |
| _____ | Basic - no video streaming | \$32/mo |
| _____ | VOIP Phone Line | \$25/mo |
| _____ | Public Static IP Address | \$10/mo |
| _____ | Paper Statement Fee | \$1/mo |
| | Total Recurring Charges: | _____ |

Non-Recurring Charges

| | | |
|-------|---|--------------|
| _____ | Basic Internet Installation | \$150 |
| _____ | Premium/Commercial Internet Installation (starts at) | \$300 |
| _____ | Equipment & Security Deposit (dish, power supply and/or VOIP box) | \$50 |
| _____ | Wireless Router (1 year hardware warranty & lifetime of support) | \$75 |
| | NOTE: Equipment support is for Webformix equipment only | |
| _____ | Surge Protector | \$10 |
| _____ | VOIP Phone Installation | \$50 |
| _____ | Porting Phone Number Fee (Non Refundable Fee) | \$35 |
| _____ | Custom Length Ethernet Cable | \$.50/ft |
| _____ | Extended 5ft Mast | \$50 |
| _____ | Powerline Adapters | \$75 / \$125 |
| _____ | Administrative Fee | \$20 |
| _____ | Non Refundable Trip Fee to Juniper Acres | \$100 |
| | Total Non-Recurring Charges: | _____ |
| | Total Due At Time of Installation: | _____ |



Webformix Wireless Internet Access Service Agreement

1. **General:** This Agreement is made by and between Webformix Company (Webformix), an Oregon corporation with a headquarter address at 67 NW Hawthorne Ave., Bend, Oregon, 97701 ("Webformix") and Customer ("Customer") as identified below. This Agreement shall be effective on the date that it is executed by Webformix following Customer's execution ("Effective Date"). This Agreement sets forth the terms and conditions pursuant to which Webformix shall provide the "Service" (as hereinafter defined) to Customer. As used herein, "Service" shall refer to Webformix's Wireless Internet access ("wireless Internet access") Service which shall consist of high speed access to Webformix's Internet Protocol ("IP") network, which access shall be provided via a wireless connection between Webformix and the Customer's wireless Internet access point. The Service shall afford connectivity, via Webformix's IP network, between a Customer location and the Internet and/or a local area network ("LAN").

_____(customer initials)

2. **Rates and Charges:** Payment. Customer agrees to pay all applicable rates and charges set by Webformix that is set forth and incorporated by reference of set monthly charges and one time charges. In addition to such rates and charges, Customer shall be responsible for any and all fees and taxes, if any, which may be imposed by any Internet registration authority, in connection with the registration and maintenance of Customer's domain name (s) or Internet addresses, if any. Billing for the recurring component of the Service shall be monthly in advance. Payment for the non recurring component of the Service, including initial setup and installation fees, shall be payable upon execution. Charges shall be due upon the due date listed on the customer invoice and payable within five (5) days of such date. Any amount not paid within such period shall cause the account to be suspended until the full amount due is paid including the \$20.00 reactivation fee. If Customer disputes any portion of an invoice, Customer shall timely pay the full invoiced amount and provide Webformix, within thirty (30) days of payment, a written statement supporting Customer's position regarding the dispute. Webformix shall determine in its good faith business judgment whether such invoiced items were erroneous, and shall issue a credit to Customer if it so determines. Webformix reserves the right to change or modify the rates and charges for the Service, or eliminate or modify certain components of the Service, upon not less than forty five (45) days advance written notice to Customer. In the event of such a modification or elimination with respect to the Service, Customer will pay all sales and use taxes, as well as duties or levies, arising in connection with the Service. Customer's execution of this Agreement signifies Customer's acceptance of Webformix' s initial and continuing credit review and approval. Webformix reserves the right to withhold implementation of service pending completion of Webformix' s credit review and/or collection of a security and/or equipment deposit.

_____(customer initials)

3. **Equipment & Security Deposit:** In addition to the installation fee, the subscriber shall pay a security deposit of \$____ at the time this agreement is signed. This deposit shall be returned to the subscriber upon termination of this agreement and return of all Webformix owned equipment, subject to the option of Webformix to apply it against any outstanding charges. The subscriber gives Webformix permission to enter the property upon termination of service for whatever reason to recover our outdoor equipment. If all Webformix equipment is not returned the entire deposit shall be forfeit. Any amounts refundable to subscriber shall be paid within 30 days of termination of this agreement AND return of all Webformix equipment (whichever is LAST). Any equipment not returned within 30 days of the termination of this agreement shall be deemed to be lost by customer, and customer agrees and understands that the full amount of their deposit will be forfeited at that time.

_____(customer initials)

4. **Term and Termination:** (a) This Agreement shall be effective upon the Effective Date and continue until the expiration or termination (its "Term") shall commence on the date upon which, with respect to the Service ordered, the Service is made available for use by Customer, and continue on a month to month basis and may be terminated by either party by giving written notice at least thirty (30) days prior thereto but in the absence of such notice, if Webformix has suspended the Service, Webformix shall require a reconnection fee of \$20.00 in order to resume Service. Termination shall not relieve Customer of its obligation to pay all fees for Service accrued and owing up to and including the date of termination or otherwise payable pursuant to Section 4(a) above, nor shall it preclude Webformix from pursuing any other remedies available to it, at law or in equity. (b) In the event a law or regulatory action prohibits, substantially impairs or makes impractical the provision of Service under this Agreement, as determined by Webformix, Webformix may, at its option and without liability, terminate this Agreement or modify the Service or the terms and conditions of this Agreement in order to conform to such action ("Regulatory Modification"); provided, however, that Webformix shall provide thirty (30) days written notice prior to Customer of any such Regulatory Modification, unless Webformix determines, in its good faith business judgment, that it is necessary to reduce the foregoing notice period. Use by Customer of the Service after implementation of a Regulatory Modification shall constitute acceptance by Customer of such changes.

_____(customer initials)

5. **Best-Effort Service:** Webformix is a Best-Effort Delivery Internet Provider. Being a wireless provider, speeds can vary from location to location. Although we focus on making the applications and services you use play together nicely, the internet is still delivered in Mbps. Below is a chart of default maximum data rates and “thin pipe” size per tier:

| Service Tier | Maximum download | Maximum Upload | Thin Pipe |
|-------------------|------------------|----------------|-----------|
| Basic | 6 Mbps | 1 Mbps | 180 Kbps |
| Value Streaming | 6 Mbps | 1 Mbps | 1 Mbps |
| Premium Streaming | 9 Mbps | 1 Mbps | 2.5 Mbps |
| Power User | 19 Mbps | 1 Mbps | 5 Mbps |

For more information, please visit <https://www.webformix.com/fairshare-policy/>

6. **Rights and Obligations of Customer:** Customer represents that (a) it has full right and authority to enter into this Agreement; (b) it will not use the Service in any manner which is in violation of any law or governmental regulation, (c) the “Customer Data” (as hereinafter defined) will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right; (d) the Customer Data will not include indecent or obscene material or constitute a defamation or libel of Webformix or any third party and will not result in the obligation of Webformix to make payment of any third party licensing fees; and (e) it will comply with all relevant export and encryption laws and regulations of the United States. For purposes of this Section 4, “Customer Data” shall mean the text, data, images, sounds, photographs, illustrations, graphics, programs, code and other materials transmitted through the Service.

7. **Equipment or Software Not Provided By Webformix:** Customer shall be solely responsible for the installation, operation, maintenance, use and compatibility of equipment or software not provided by Webformix and Webformix shall have no responsibility or liability in connection therewith. In the event that equipment or software not provided by Webformix impairs Customer’s use of any Service: (a) Customer shall nonetheless be liable for payment for all Service provided by Webformix; and (b) any service specifications or service levels generally applicable to the Service shall not apply. Customer shall cooperate with Webformix in setting the initial configuration for its equipment’s interface with the Service and comply with Webformix’s instructions in connection therewith.

8. **Equipment Provided By Webformix:** All Equipment, except for equipment which you have purchased and paid for in full, will at all times remain the property of Webformix. You may not mortgage, sell, transfer, lease, encumber or assign all or part of the Equipment to anyone. You agree to pay for the full retail cost of the repair or replacement of any lost, stolen, not returned, damaged, mortgaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof, together with any costs we incur in obtaining or attempting to obtain possession of any such Equipment, up to a maximum of \$1,000 plus applicable taxes. Webformix owned equipment must be plugged into a surge protected power strip. You may provide your own surge protection.

9. **Rights and Obligations of Webformix:** (a) Webformix, at its sole discretion, may secure domain names and assign Internet address space (subject to reasonable availability) for the benefit of Customer during the Term, and Webformix will route those addresses on Webformix’s network; it being understood and agreed that neither Customer nor any of its “Users” shall have the right to route these addresses. Customer understands and agrees that it shall have no ownership interest in any IP address which Webformix obtains on Customer’s behalf and that Webformix shall retain ownership of all such IP addresses, and upon termination of the Agreement, Customer’s access to and utilization of such IP addresses shall terminate. (b) Customer agrees that it is solely responsible for assessing its own computer and transmission network needs and the results to be obtained there from and Webformix exercises no control whatsoever over the merchandise, information and services offered or accessible on the Internet. Webformix shall use commercially reasonable efforts to (i) monitor its network and its interconnection to other networks and (ii) maintain its network, including interconnections, in an operational state (except during scheduled maintenance).

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER’S USE AND USERS’ USE OF THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED BY WEBFORMIX, IF ANY, AND THE INTERNET. CUSTOMER UNDERSTANDS AND AGREES FURTHER THAT THE INTERNET (1) CONTAINS MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE AND (2) IS ACCESSIBLE BY PERSONS WHO MAY ATTEMPT TO BREACH THE SECURITY OF WEBFORMIX’S AND/OR CUSTOMER’S NETWORK. WEBFORMIX HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS OR ACTIONS AND CUSTOMER AND CUSTOMER’S USERS ACCESSES THE SERVICE AT CUSTOMER’S OWN RISK. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN THE ADDENDUM, THE SERVICE AND RELATED SOFTWARE AND/OR EQUIPMENT PROVIDED BY WEBFORMIX, IF ANY, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY Webformix, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. Some states do not allow the limitation of implied warranty, and therefore certain provisions may not apply to customers located in those states.

10. **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WEBFORMIX, ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT WHETHER FOR, AMONG OTHER THINGS, BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM, AND WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT LIABILITY) WHETHER OR NOT WEBFORMIX HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. WEBFORMIX'S LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AVERAGE MONTHLY RECURRING CHARGE PAID BY CUSTOMER FOR THE SERVICE, SUCH AVERAGE MONTHLY CHARGE TO BE CALCULATED BASED UPON THE PERIOD COMMENCING ON THE EFFECTIVE DATE AND CONCLUDING ON THE DATE A CLAIM IS MADE. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. The foregoing sets forth Customer's exclusive remedy for breach of this Agreement by Webformix. Some states do not allow the exclusion of incidental or consequential damages, and therefore certain provisions hereof may not apply to customers located in those states. The provisions of this Section 9 allocate the risks between Webformix and Customer and Webformix's pricing reflects the allocation of risk and limitation of liability specified herein.

11. **Indemnity:** Customer agrees to defend, indemnify and hold Webformix and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any breach of this Agreement by Customer or Users; (b) the use of the Service or the Internet or the placement or transmission of any information, software or other materials on the Internet by Customer or Users, including but not limited to any Customer Data; (c) acts or omissions of Customer, Customer's agents or Contractors in connection with, among other things, the installation, maintenance, presence, use or removal of equipment or software not Provided by Webformix connected or to be connected to the Service; and (d) claims for infringement of any third party proprietary rights, including copyright, patent, trade secret and trademark rights, arising from the use of any services, equipment and software not provided by Webformix.

12. **NonSolicitation of Employees:** Customer shall not, during the Term of this Agreement and for a period of one (1) year thereafter, directly or indirectly solicit, employ, offer to employ, nor engage as a consultant, any employee of Webformix with whom Customer had contact pursuant to this Agreement, without the prior written consent of Webformix.

13. **Non Disclosure:** Except with respect to information in the public domain or which is legally required to be disclosed, Customer shall not disclose any of the terms and conditions of this Agreement to any third party during the Term and for a period of twelve (12) months thereafter.

14. **Assignment/general usage:** Customer shall not assign this Agreement or, resell the right to use the Service without the prior written consent of Webformix. Wireless internet access utilization is not metered; but we reserve the right to either suggest an upgrade of service (more bandwidth, PointtoPoint) if the bandwidth exceeds normal customer utilization patterns or termination of service if service is utilized in an inappropriate manner. An example of an inappropriate usage of service would be: * Reselling or sharing of bandwidth. * Sharing pirated intellectual property. * Utilization of services in a manner not in agreement with federal or state statutes.

15. **Interference and down time:** Your computer must meet the minimum system requirements. Wireless bandwidth speeds are not guaranteed and may experience changes due to atmospheric conditions, interference, server load and other factors out of the control of Webformix. Wireless connections may not work in some locations due to obstructions. The maximum liability for service issues or downtime is the monthly rate of the selected service tier. The amount of credit issued, if any, will be determined by Webformix based on the service issues or downtime.

16. **Miscellaneous:** By using Webformix's wireless Internet access service, Customer agrees with all of the terms and conditions of this service agreement listed above, Customer also understands that these terms and conditions may change at any time and that it's the responsibility of the Customer to periodically check for any changes to this agreement.

17. **Signature:** I have read and agree to the terms of this Webformix Wireless Internet Access Service Agreement. I understand that the terms of this agreement might change without notice. I understand that current revisions to this document will be readily available at <http://www.webformix.com/legal/> I know to contact Webformix if I have any questions relating to this.

Signature: _____

Date: _____



Webformix Authorization Agreement for Automatic Payment or One Time Payment

PLEASE CHOOSE ONE OPTION:

- For Auto Pay Authorization-** Please fill out front and back of this form.
- One Time Payment Only-** This will only make a one time payment, **you will not be set up on autopay.** Please fill out the front page only.

Date: _____

Account Customer Name(s): _____

Service Address: _____, _____, OR _____
Street Address City Zip Code

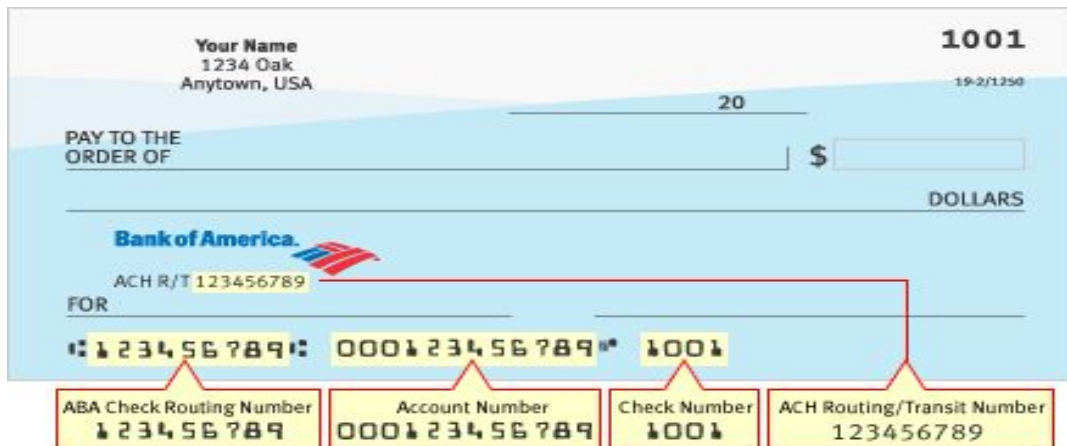
Contact Phone #: _____ Alternate Phone #: _____

EFT BANK DRAFT AUTOPAY - FREE OF CHARGE

Bank Name/Address: _____, _____, _____, _____
Street Address City State Zip Code

Bank Account Number: _____ Bank Routing -Transit Number: _____

Signature: _____



CREDIT CARD AUTOPAY - A 3% FEE IS ADDED TO YOUR TOTAL

Webformix charges a 3% fee to process credit and debit card transactions. I agree to pay the additional 3% fee.

Name That Appears on Card (include middle initial/name): _____

Credit Card Number: _____ - _____ - _____ - _____ Expires: _____ / _____

Billing Zip Code: _____ Signature: _____



Auto Pay Authorization

Thank you for your interest in signing up for Webformix's Autopay service. In order to minimize credit card processing fees Webformix has chosen to use a batch electronic payment processor, and we only process once per week on Fridays. This means that when you sign up for our autopay service:

1. Your invoice will still have the same due date, and will be emailed to you 1 day before it is due. We will then automatically process a payment for you on the Friday on or after that date. Your payment will never process before your invoice date, but may sometimes process up to 6 days later.
2. Charges from Webformix will appear on your bank or credit card statement labeled as "APS (or Automated Payment Systems), Sandy UT".
3. I confirm that I understand that Webformix processes electronic payments every Friday, which means that IF my account has a balance and it's a Friday, a payment will be initiated on my behalf, for the full amount of my current balance.
4. I authorize and request Webformix to initiate debit entries to my account, by and through Automated Payment Systems, hereinafter called APS, and to debit the same to such account as indicated below at the depository financial institution indicated below. This authorization is to remain in full force and effect until Webformix has received notification from me of its termination in such time and manner as to afford Webformix and the depository financial institution a reasonable opportunity to act on it.

AGREED AND ACCEPTED BY ACCOUNT HOLDER:

Webformix
 204 Bend, OR 97703
 541-385-8532 phone
 541-385-8643 fax

Date: _____

Print Name: _____
First Last

Signature: _____

Interested in saving money? Our pay for a year in advance option is available to you. Pay for 11 months of service and get the 12th month for FREE.

Example: 11 x 50.00 (Value Streaming Plan) = \$550.00 for 12 months of service.

If you would like us to run your payment for this today, please check the box and date/sign below.

- I agree to pay to pay for 11 months of service and receive the 12th month of service for free by using the form of payment on this paperwork.

Date: _____

Print Name: _____
First Last

Signature: _____

Webformix



choose your plan

\$32
per month

\$50
per month

\$68
per month

\$95
per month

| | | | | |
|--------------------------------------|-------|-------|-------|-------|
| Installation Fee Starts at* | \$150 | \$150 | \$150 | \$150 |
| Equipment/Security Deposit** | \$50 | \$50 | \$50 | \$50 |
| Need a Static IP? | \$10 | \$10 | \$10 | \$10 |
| Email, Browsing, Gaming | ✓ | ✓ | ✓ | ✓ |
| Usable with VoIP | ✓ | ✓ | ✓ | ✓ |
| 1 SD Video Stream | ✗ | ✓ | ✓ | ✓ |
| 2 SD Video Streams | ✗ | ✗ | ✓ | ✓ |
| Many SD Streams or 1 High Def Stream | ✗ | ✗ | ✗ | ✓ |
| Usable with Dish/Direct TV Streaming | ✗ | ✗ | ✗ | ✓ |
| Handcrafted Support | ✓ | ✓ | ✓ | ✓ |
| Prioritization | ✓ | ✓ | ✓ | ✓ |
| No Contracts or Usage Caps! | ✓ | ✓ | ✓ | ✓ |
| 30 Day Money Back Guarantee | ✓ | ✓ | ✓ | ✓ |
| No Cable or Phone Line Required | ✓ | ✓ | ✓ | ✓ |
| Free Site Survey if Necessary | ✓ | ✓ | ✓ | ✓ |



Payment and Support Information

Payments can be made through our website at www.webformix.com

Good news! There is NO need for a customer number, user name or password!

Click on make a payment at the top of the screen and fill in your information.

You can choose to make one time payments **OR** set up auto pay with either a card or by EFT check with your bank.

If you need to update your information at any time with a new credit card or bank account, please re-sign up for auto pay. The new information will override the previous account information.

Payments can be mailed to:

Webformix
67 NW Hawthorne Ave
Bend, OR 97703

Physical location (lobby):

67 NW Hawthorne Ave
Bend, OR 97703

Checks can be dropped off after hours through our mail slot on our front door. We will receive and process them the next business day. PLEASE NOTE: The Webformix offices have no cash on hand.

Lobby hours:

10AM-4PM M-F

Support hours:

9AM-5PM M-F

If we are on the other line, please leave us a message and we will call you back.

Remember to power cycle your equipment and or bypass the router prior to making your call. Our tech support team will verify with you during the call that the power cycle has been performed. You can always check the network status at our website at: www.webformix.com.

Note to clients:

Be vigilant for scams! We want our clients to be cautious of any pop up screens, contests, requests for personal and credit card information.

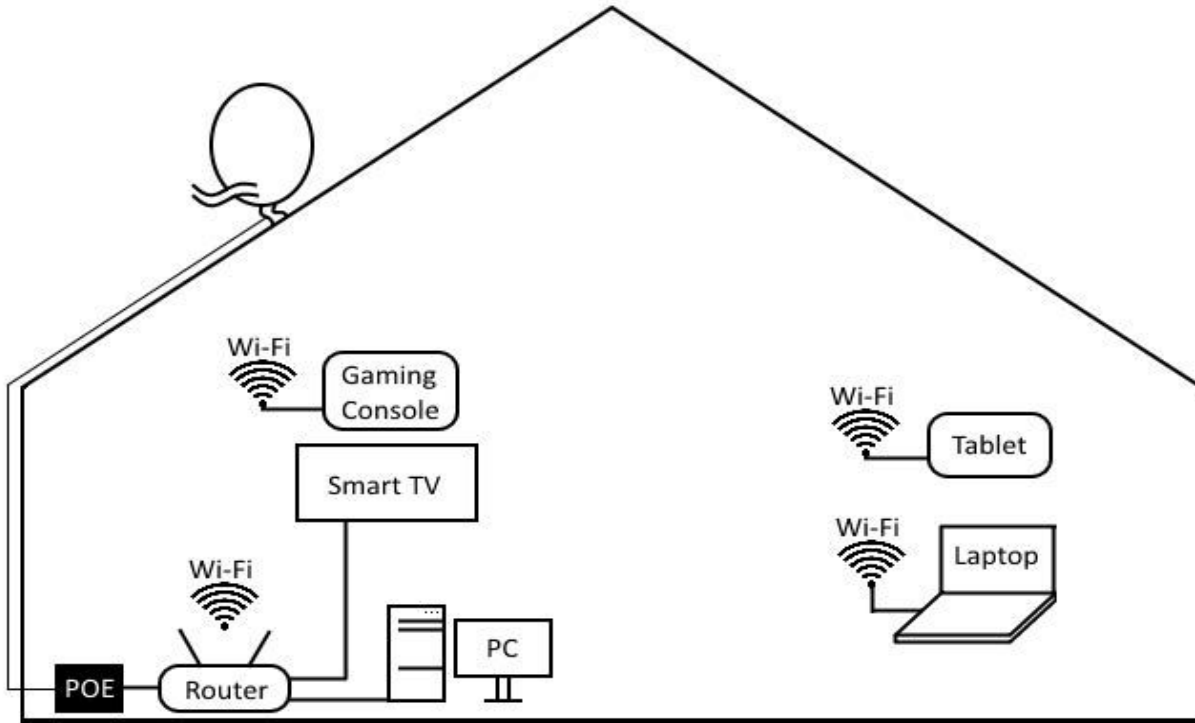
Call back support:

12PM-5PM Sat & Sun

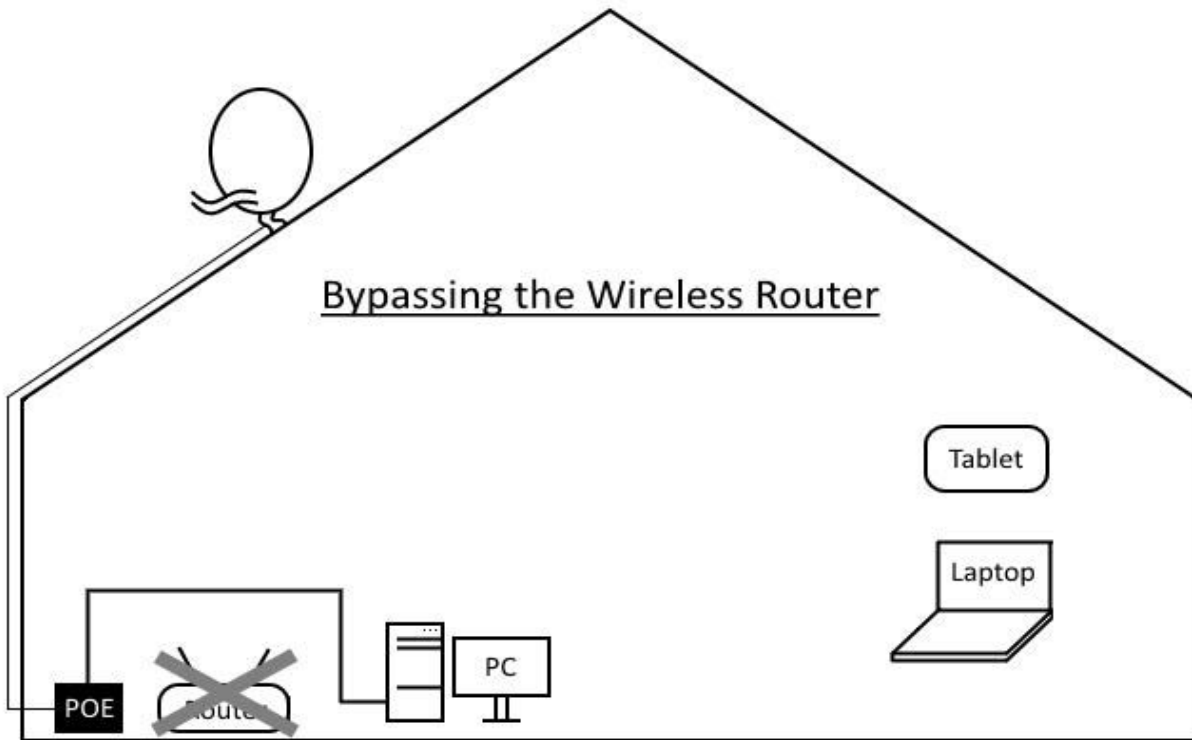
Phone number:

541-385-8532 or 1-866-web4mix

Basic Home Network Configuration



Bypassing the Wireless Router



Bypassing the Wireless Router

If you have lost your internet connection, or your internet speed is slow, we may ask you to bypass your Wireless Router. To do this, unplug the power cable on the router, then connect one of your computers directly to the POE (power supply/plug in) with an Ethernet Cable. The diagram below shows what this looks like. This will help us determine if the Wireless Router is the cause of the problem.

The Power Over Ethernet (POE/Power Supply) Adapter

The function of the POE (power supply) is to provide power to the antenna/radio outside, and to carry data between the radio and your computer or router. If any of the connections are not secure, your internet service may not work. Please Note: If you plug your computer or router into the port for the radio (labelled 'Gigabit DATA+POWER'), you could possibly damage the equipment. The type of wire that connects the POE (power supply) with your computer or router, and connects the POE (power supply) to the radio, is called CAT5 or Ethernet Cable.



It looks like this:



Power Cycling the POE

If you experience a loss of service, the first step to take is to Power Cycle the antenna/radio. To do this, remove the power cord from the POE. Wait 30 seconds and then plug it back in. If this corrects the issue, service will return in 5-15 minutes. In many cases, it's a good idea to power cycle your router as well. This can be done by unplugging the power cord from your router for about 30 seconds. Do NOT press any 'RESET' button on the router, as this will reset configuration. **POE and cables should be arranged as pictured.**



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____(customer placed their initials here)

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4. **Term and Termination:** (a) This Agreement shall be effective upon the Effective Date and continue until the expiration or termination (its "Term") shall commence on the date upon which, with respect to the Service ordered, the Service is made available for use by Customer, and continue on a month to month basis and may be terminated by either party by giving written notice at least thirty (30) days prior thereto but in the absence of such notice, If Webformix has suspended the Service, Webformix shall require a reconnection fee of \$20.00 in order to resume Service. Termination shall not relieve Customer of its obligation to pay all fees for Service accrued and owing up to and including the date of termination or otherwise payable pursuant to Section 4(a) above, nor shall it preclude Webformix from pursuing any other remedies available to it, at law or in equity. (b) In the event a law or regulatory action prohibits, substantially impairs or makes impractical the provision of Service under this Agreement, as determined by Webformix, Webformix may, at its option and without liability, terminate this Agreement or modify the Service or the terms and conditions of this Agreement in order to conform to such action ("Regulatory Modification"); provided, however, that Webformix shall provide thirty (30) days written notice prior to Customer of any such Regulatory Modification, unless Webformix determines, in its good faith business judgment, that it is necessary to reduce the foregoing notice period. Use by Customer of the Service after implementation of a Regulatory Modification shall constitute acceptance by Customer of such changes.

____(customer placed their initials here)

5. **Best-Effort Service:** Webformix is a Best-Effort Delivery Internet Provider. Being a wireless provider, speeds can vary from location to location. Although we focus on making the applications and services you use play together nicely, the internet is still delivered in Mbps. Below is a chart of maximum data rates and “thin pipe” size per tier:

| Service Tier | Max download | Max Upload | Thin Pipe |
|-------------------|--------------|------------|-----------|
| Basic | 6 | 1 | 180k |
| Value Streaming | 6 | 1 | 1 Mbps |
| Premium Streaming | 9 | 1 | 2.5 Mbps |
| Power User | 19 | 1 | 5 Mbps |

For more information, please visit <https://www.webformix.com/fairshare-policy/>

6. **Rights and Obligations of Customer:** Customer represents that (a) it has full right and authority to enter into this Agreement; (b) it will not use the Service in any manner which is in violation of any law or governmental regulation, (c) the “Customer Data” (as hereinafter defined) will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right; (d) the Customer Data will not include indecent or obscene material or constitute a defamation or libel of Webformix or any third party and will not result in the obligation of Webformix to make payment of any third party licensing fees; and (e) it will comply with all relevant export and encryption laws and regulations of the United States. For purposes of this Section 4, “Customer Data” shall mean the text, data, images, sounds, photographs, illustrations, graphics, programs, code and other materials transmitted through the Service.

7. **Equipment or Software Not Provided By Webformix:** Customer shall be solely responsible for the installation, operation, maintenance, use and compatibility of equipment or software not provided by Webformix and Webformix shall have no responsibility or liability in connection therewith. In the event that equipment or software not provided by Webformix impairs Customer’s use of any Service: (a) Customer shall nonetheless be liable for payment for all Service provided by Webformix; and (b) any service specifications or service levels generally applicable to the Service shall not apply. Customer shall cooperate with Webformix in setting the initial configuration for its equipment’s interface with the Service and comply with Webformix’s instructions in connection therewith.

8. **Equipment Provided By Webformix:** All Equipment, except for equipment which you have purchased and paid for in full, will at all times remain the property of Webformix. You may not mortgage, sell, transfer, lease, encumber or assign all or part of the Equipment to anyone. You agree to pay for the full retail cost of the repair or replacement of any lost, stolen, not returned, damaged, mortgaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof, together with any costs we incur in obtaining or attempting to obtain possession of any such Equipment, up to a maximum of \$1,000 plus applicable taxes. Webformix owned equipment must be plugged into a surge protected power strip. You may provide your own surge protection. If no surge protection is provided, Webformix will provide it at our cost.

9. **Rights and Obligations of Webformix:** (a) Webformix, at its sole discretion, may secure domain names and assign Internet address space (subject to reasonable availability) for the benefit of Customer during the Term, and Webformix will route those addresses on Webformix’s network; it being understood and agreed that neither Customer nor any of its “Users” shall have the right to route these addresses. Customer understands and agrees that it shall have no ownership interest in any IP address which Webformix obtains on Customer’s behalf and that Webformix shall retain ownership of all such IP addresses, and upon termination of the Agreement, Customer’s access to and utilization of such IP addresses shall terminate. (b) Customer agrees that it is solely responsible for assessing its own computer and transmission network needs and the results to be obtained there from and Webformix exercises no control whatsoever over the merchandise, information and services offered or accessible on the Internet. Webformix shall use commercially reasonable efforts to (i) monitor its network and its interconnection to other networks and (ii) maintain its network, including interconnections, in an operational state (except during scheduled maintenance).

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER’S USE AND USERS’ USE OF THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED BY WEBFORMIX, IF ANY, AND THE INTERNET. CUSTOMER UNDERSTANDS AND AGREES FURTHER THAT THE INTERNET (1) CONTAINS MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE AND (2) IS ACCESSIBLE BY PERSONS WHO MAY ATTEMPT TO BREACH THE SECURITY OF WEBFORMIX’S AND/OR CUSTOMER’S NETWORK. WEBFORMIX HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS OR ACTIONS AND CUSTOMER AND CUSTOMER’S USERS ACCESSES THE SERVICE AT CUSTOMER’S OWN RISK. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN THE ADDENDUM, THE SERVICE AND RELATED SOFTWARE AND/OR EQUIPMENT PROVIDED BY WEBFORMIX, IF ANY, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY Webformix, ITS AFFILIATES OR ITS CONTRACTORS OR

THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. Some states do not allow the limitation of implied warranties, and therefore certain provisions may not apply to customers located in those states.

10. **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WEBFORMIX, ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT WHETHER FOR, AMONG OTHER THINGS, BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM, AND WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT LIABILITY) WHETHER OR NOT WEBFORMIX HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. WEBFORMIX'S LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AVERAGE MONTHLY RECURRING CHARGE PAID BY CUSTOMER FOR THE SERVICE, SUCH AVERAGE MONTHLY CHARGE TO BE CALCULATED BASED UPON THE PERIOD COMMENCING ON THE EFFECTIVE DATE AND CONCLUDING ON THE DATE A CLAIM IS MADE. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. The foregoing sets forth Customer's exclusive remedy for breach of this Agreement by Webformix. Some states do not allow the exclusion of incidental or consequential damages, and therefore certain provisions hereof may not apply to customers located in those states. The provisions of this Section 9 allocate the risks between Webformix and Customer and Webformix's pricing reflects the allocation of risk and limitation of liability specified herein.

11. **Indemnity:** Customer agrees to defend, indemnify and hold Webformix and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any breach of this Agreement by Customer or Users; (b) the use of the Service or the Internet or the placement or transmission of any information, software or other materials on the Internet by Customer or Users, including but not limited to any Customer Data; (c) acts or omissions of Customer, Customer's agents or Contractors in connection with, among other things, the installation, maintenance, presence, use or removal of equipment or software not Provided by Webformix connected or to be connected to the Service; and (d) claims for infringement of any third party proprietary right, including copyright, patent, trade secret and trademark rights, arising from the use of any services, equipment and software not provided by Webformix.

12. **NonSolicitation of Employees:** Customer shall not, during the Term of this Agreement and for a period of one (1) year thereafter, directly or indirectly solicit, employ, offer to employ, nor engage as a consultant, any employee of Webformix with whom Customer had contact pursuant to this Agreement, without the prior written consent of Webformix.

13. **Non Disclosure:** Except with respect to information in the public domain or which is legally required to be disclosed, Customer shall not disclose any of the terms and conditions of this Agreement to any third party during the Term and for a period of twelve (12) months thereafter.

14. **Assignment/general usage:** Customer shall not assign this Agreement or, resell the right to use the Service without the prior written consent of Webformix. Wireless internet access utilization is not metered; but we reserve the right to either suggest an upgrade of service (more bandwidth, PointtoPoint) if the bandwidth exceeds normal customer utilization patterns or termination of service if service is utilized in an inappropriate manner. An example of an inappropriate usage of service would be: * Reselling or sharing of bandwidth. * Sharing pirated intellectual property. * Utilization of services in a manner not in agreement with federal or state statutes.

15. **Interference and down time:** Your computer must meet the minimum system requirements. Wireless bandwidth speeds are not guaranteed and may experience changes due to atmospheric conditions, interference, server load and other factors out of the control of Webformix. Wireless connections may not work in some locations due to obstructions. The maximum liability for service issues or downtime is the monthly rate of the selected service tier. The amount of credit issued, if any, will be determined by Webformix based on the service issues or downtime.

16. **Miscellaneous:** By using Webformix's wireless Internet access service, Customer agrees with all of the terms and conditions of this service agreement listed above, Customer also understands that these terms and conditions may change at any time and that it's the responsibility of the Customer to periodically check for any changes to this agreement.

17. **Signature:** I have read and agree to the terms of this Webformix Wireless Internet Access Service Agreement. I understand that the terms of this agreement might change without notice. I understand that current revisions to this document will be readily available at <http://www.webformix.com/legal/> I know to contact Webformix if I have any questions relating to this.

Signature: ___customer signed___

Date: ___customer dated___

