



Centramedia Service Enhancement SEP (SEP)

Centramedia Service Enhancement SEP (SEP) Terms and Conditions

cancelled by You or terminated by CINC with 30 days advanced notice given.

1. The SEP

The Centramedia Service Enhancement SEP (the "SEP") is offered pursuant to the terms and conditions set forth herein. The SEP extends the terms of the Limited Warranty described in the Terms of Service Contract provided to you at the time of installation only as specifically set forth herein. Please consult your Terms of Service Contract Item #4 and conditions of the Limited Warranty. Except as otherwise stated herein, Centramedia Incorporated (CINC), is the obligor of the SEP. Any person who enrolls in this SEP shall be referred to herein as "You".

2. Eligibility

This SEP is available to new and existing CINC customers who use CINC internet hardware products. The SEP monthly fee of \$7.99 includes coverage for up to one location and one computer. The SEP is only extended to the original customer who enrolled in the SEP and is non-transferable. You represent and warrant that the hardware for which you are seeking coverage are in proper operating condition at the start of the warranty coverage and that your CINC account is current and in good standing. No activation fee is required for customers purchasing the SEP for the first time.

3. What is Covered

The SEP covers repair or replacement of defects in materials or workmanship for CINC Internet Subscriber unit (SU), SU Power Supply, Cables, Antenna, or (i) firewall/switches that were supplied or Installed by CINC Technician, (ii) that are active services on your CINC Internet Account, and (iii) that are installed at your location ("Covered Product"). Your location must be in an area where you can receive internet service from a CINC tower site. The SEP includes the following:

- a. the cost of all labor and parts to repair or replace a defect in a Covered Product;
- b. the cost of shipping for repair or replacement of a Covered Product;
- c. priority technical service support by calling 1 (800) 886-7451, available 24 hours per day/7 days per week;
- d. repair or replacement of power surge damage to your equipment cabling;
- e. on-site service calls (single computer only) for a discounted price of \$49 per hour for non-covered equipment; (**Network computers are billed at normal hourly rates**)
- f. Move of Equipment from one location to a new location, at discounted price of \$75

Defects include functional part failures within CINC hardware such as the SU, antenna, power supply, in-line arrestors and hardwired router. A Covered Product will be restored to normal condition as stated above only after it has failed during normal use. CINC, at its option, may require trouble-shooting of the product over the telephone or otherwise to verify any failure prior to repair or replacement. CINC, at its option, may replace your covered product with one of like kind and quality as determined by CINC. Parts used to repair defects may be new, remanufactured, or used, at CINC's sole discretion.

4. Exclusions from Coverage

The SEP does not cover:

- a. service, maintenance, repair, or replacement due to any loss resulting from usage other than normal usage and which is beyond CINC's normal control such as: damage due to misuse, abuse, intentional acts, insect or other infestation, fire, water, foreign substances, organic materials, earthquake, theft, terrorism/war, negligence, riot, or acts of God;
- b. installation and installation workmanship, if the installation was not performed by CINC, a CINC authorized technician, or a CINC authorized retailer;
- c. installations not grounded in accordance with CINC standards;
- d. external signal interference;
- e. line of sight problems or restrictions;
- f. pre-existing problems conditions re-installation and/or the re-connection of your product(s), if product replacement is shipped to You;
- g. commercial or institutional use defined as any use other than single internet user;
- h. exterior or cosmetic items of the product, including, but not limited to, paint, finish, bezel, cords, cables, and connectors;
- i. non-operating components of the product;
- j. internal software, and components not essential to basic product functionality;
- k. any component or product that has been opened, tampered with, repaired, or otherwise accessed by anyone other than an authorized CINC service representative or center;
- l. repair of product(s) upon noncompliance of any part of these terms and conditions by You;
- m. coverage, components, products, or items not specifically listed herein as a Covered Product;
- n. service outside of CINC service area in the Texas Panhandle.
- o. any other electronic products, hardware or software including without limitation your computer or equipment related to your computer;
- p. installation parts and components not currently stocked by CINC, at CINC's sole discretion;
- q. non-CINC installation components, at CINC's sole discretion;
- r. damage which is reported after expiration of the coverage period

5. Customer's Promises and Assurances: In order to maintain this SEP in force, You promise and assure:

- a. full cooperation with CINC customer service agents and authorized service provider during diagnosis and repair of a Covered Product;
- b. that the Covered Product is not used for commercial distribution purposes;
- c. that You will keep your account with CINC in good standing;
- d. to provide adequate access to a Covered Product during normal business hours;
- e. to provide a non-threatening and safe environment for servicing;
- f. to not mislead, defraud, or make any misrepresentation to CINC technicians and authorized service providers;
- g. to not falsify any related documents or records;
- h. to fully disclose all relevant information and fully cooperate with CINC, its agents or service providers to troubleshoot the Covered Product.

6. Method of Service and Exchange

CINC, at its sole discretion, may either ship a replacement product to You or dispatch an authorized CINC service technician to your home for on-site trouble-shooting and repair of your product. Shipped Product Replacement: If product replacement is requested by a CINC Customer Service Representative, You will be required to return the defective product to the address provided to You by CINC. Shipping will be provided by CINC. If CINC has provided to You a replacement product and You fail to return the defective product to CINC, You will be assessed a fee for the cost of the product You failed to return. On-site service provided by an authorized CINC service technician: If CINC dispatches a service technician to your home, and CINC determines in its sole discretion the problem is not covered under this agreement, you may be assessed an additional fee for any required repairs.

7. Compliance with Applicable Building Codes and Ordinances

It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, covenants, conditions, and restrictions related to services provided under this agreement, to pay any fees or other charges, and obtain any permits or authorizations necessary for services provided under this agreement (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements.

8. Location and Availability of Service or Repair

Service will be provided at a designated CINC service facility during normal working hours and work week of the product service facility.

9. Coverage Period

Your coverage begins on the date you enroll in this SEP and will continue on a 1 year basis until

10. Renewal

CINC will continue to bill You for your SEP on a monthly basis at the then-current price until you notify CINC of your desire to cancel. If the purchase price of the SEP changes during the term of the SEP You will be notified prior to any change in price.

11. If You Need Assistance

112 E. Francis, Pampa, Texas 79065. Please include your name and account number on all written correspondence.

12. Moving Your Product to a New Location

You agree to notify CINC if the physical location of your primary equipment has changed to a new location. Please call 1-800-886-7451 to initiate this change. CINC will provide, Move of Equipment from one location to a new location, at discounted price of \$75 for standard professional installation of your CINC equipment at your new location.

13. Modification

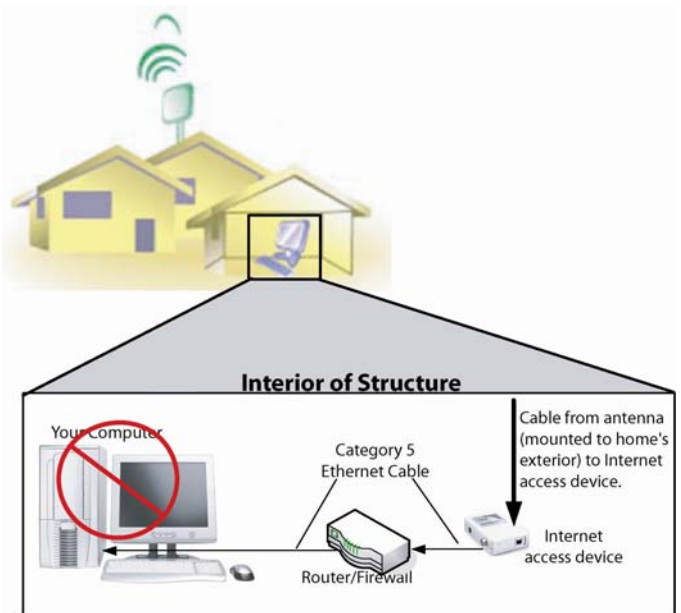
Terms of this SEP may not be modified, except in writing by CINC.

14. Service SEP Limitations

- a. Non-Repairable Products: If CINC, in its sole discretion, determines that a Covered Product is not repairable, including when parts are no longer available, CINC may replace the product with a product of at least like kind, quality, and functionality. Unless otherwise precluded by law CINC shall be then excused from further performance of the SEP as to that affected product. The affected product remains the property of CINC.
- b. Non-Original Equipment Manufacturer and Remanufactured Parts: Genuine factory parts will be used whenever possible, however, the use of non-original equipment manufacturer and remanufactured parts is allowed under this SEP.
- c. Limitation of Liability: To the extent permitted by applicable law, the liability of CINC, if any, for any allegedly defective Covered Product or part shall be limited to repair or replacement of the product or part, at CINC's option.
- d. IN NO EVENT WILL CINC BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING DIRECTLY OR INDIRECTLY TO THIS SEP. IN NO EVENT SHALL CINC'S LIABILITY, IF ANY, EXCEED THE PURCHASE PRICE PAID FOR THE SYSTEM OR EQUIPMENT.
- e. THIS SEP IS YOUR SOLE EXPRESS REMEDY WITH RESPECT TO THE COVERED PRODUCT(S). ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NO WARRANTY IS PROVIDED AND NO GUARANTEE IS MADE WHATSOEVER FOR THE QUALITY OF INTERNET SERVICE. THE FAILURE OF INTERNET SERVICE SHALL NOT ENTITLE YOU TO STOP MAKING PAYMENTS TO YOUR CINC ACCOUNT.
- f. This SEP is nontransferable.

15. Other

This SEP shall be governed by the laws of the State of Texas in Grey County, and any action involving this SEP shall be subject to venue within the appropriate Gray County Court.



SEP Start Date: _____

CINC Sales Rep: _____

Customer Name: _____

Customer Signature: _____

Signing this document constitutes an agreement to the terms of this service, and you agree to have this service added to your current CINC Internet account.