

Terms of Service

NCATS Standard Installation will include the installation of an Antenna, Radio, or Fiber Transceiver(CPE), bracketing materials, a single cable up to 100 ft in length, and the configuration of one router. The CPE and bracket materials remain the property of NCATS. Any additionally required materials provided by NCATS will be billable to the subscriber. Purchased routers will remain the property of the subscriber. Rented routers will remain the property of NCATS.

Router Rental Terms and Conditions

1. Router Rental

Customers of NCATS may opt to lease a router for a monthly fee of \$5, which will be reflected in their monthly statement. Subscribers enrolled in the NCATS Everything plan are eligible for a complimentary router rental, incurring no additional cost on their monthly statement.

The rented router remains the property of NCATS and is provided solely for the purpose of facilitating internet connectivity in accordance with NCATS Internet Services.

2. Plan Switching

Customers upgrading to the Everything Plan from another plan may request the complimentary router rental. Conversely, customers switching from the Everything Plan to another NCATS plan will automatically incur a monthly charge of \$5 for the standard router rental fee.

3. Pick up and Installation of Rented Router

Existing Customers opting to collect their router rental may do so at the NCATS office located at 4747 W. 48th Street, Fremont. Customers requiring installation assistance can arrange a service visit with an NCATS technician. A service fee will apply for professional installation services.

The service fee is in addition to any other applicable charges, such as rental fees.

4. Cancellation and Router Return

In the event of service cancellation, customers must return the router to NCATS within 7 days from the date of cancellation, inclusive of the power supply. Failure to adhere to this timeframe or returning the router in a damaged or non-functional state will result in a one-time fee of \$100. This fee encompasses the cost of the router and associated equipment.

Internet Installation

The subscriber grants access to the property for the purpose of repair, upgrade, and retrieval. Upon termination of Internet service, NCATS will retrieve NCATS owned materials from the property including CPE, bracketing materials, and router where possible. If home access is not granted, the subscriber will return NCATS owned materials such as power supplies and routers to the NCATS offices. Any missing and/or damaged materials will be billable to the subscriber at the current retail value of each item.

Internet Outages

Despite our best efforts, the Internet service may be temporarily unavailable due to maintenance, upgrades, or repairs. In the event of service disruption due to acts of nature and/or equipment failure lasting longer than 96 hours, NCATS will issue reimbursements based on daily service rates. Lack of

facilities or other operational impediments may preclude or delay NCATS installation, repair, and/or maintenance of Internet services and equipment. NCATS will take reasonable efforts to notify subscribers in the event of operational impediments that may impact service. Internet speeds are subject to environmental conditions and interference. Internet service is subject to degraded performance and is not guaranteed while such conditions and interference exist.

Internet Misuse

NCATS is not responsible for misuse of its Internet service, such as but not limited to the sending of unwanted email messages, spreading of viral/malware software, hacking, and/or accessing illegal materials. NCATS retains the right to immediately suspend and/or terminate services if subscribers are found to have infringed on the rights of NCATS, a third party, or otherwise violated any intellectual property laws or regulations. Malicious or criminal acts will result in immediate service termination.

Liability

NCATS liability is limited. Service may contain errors, design flaws, or other problems, and that use of the Service may result in unpredictable damage or loss to subscriber, including without limitation unexpected results or loss of data. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL NCATS BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE OR ANY OTHER MATERIALS OR SERVICES PROVIDED BY NCATS. This limitation will apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action. Without limiting the foregoing, in no event will NCATS aggregate liability to the subscriber relating to or arising out of this Agreement, whether in contract, tort, or otherwise, exceed the total amounts paid by myself to NCATS for usage of the Service as set forth herein.

Use of Service

Purchase of NCATS Internet service is non-transferable and is the subscriber's responsibility to ensure that use of purchased service by any authorized user is not re-sold, re-distributed or shared beyond the residence, location, or persons purchasing NCATS Internet service. Such violations will result in immediate suspension of Internet service and may result in reimbursement of equipment and/or service costs incurred by NCATS.

Subscribers ensure that use of Internet services conform to the intended purpose of the NC RESA Educational Telecommunications Network, including one or more of the following:

- Continuing Education
- School Age Children Use Internet
- School Partner
- Communicating With Schools
- School Employee
- Student
- Job Search
- Communicating Job Requirements

- Internship Partner
- Job Placement
- Library
- Accessing Government Services

NCATS may, at its sole discretion: (a) revise the terms and conditions of this Agreement (including any online policy); (b) revise its billing rates and other fees; and (c) modify the service at any time. NCATS will post any such revision or modification to the NCATS Internet web site (<https://www.ncats.net>). The revision or modification will be effective immediately upon such posting.