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[support@ecpi.com](mailto:support@ecpi.com)

This WIRELESS DEDICATED ACCESS AGREEMENT (the "agreement") is entered into this 13th day of August, 2019 between Western Broadband ("WB"), and Williamson County ("CUSTOMER").

1. WB shall provide CUSTOMER a shared connection to the Internet from WB's best available Point of Presence (POP), with bandwidth speeds based on the actively selected plan – the current plan speeds are as listed below (the "Connection"). CUSTOMER shall pay WB the sum of \$99.95 per month during the term hereof plus a one-time service fee of \$199 which shall be due on the Activation Date.
2. All equipment installed (radio, wires, mounting hardware and antenna) is and will remain property of WB.
3. WB requires 12 month(s) of service agreement from the day the service is delivered.
4. This agreement shall commence on the date the Connection is activated (the "Activation Date") [date] for a term ending on [date plus term above] at which time this agreement shall automatically renew for successive 1 month terms unless terminated by either party at least 30 days prior to the then current date for termination. WB reserves the right to change its rates for any renewal term by notifying CUSTOMER at least 30 days in advance of the effective date of such a rate change.
5. WB reserves the right to enforce the usage-based policy. Usage based policy is any dedicated access exceeding the monthly data transfer of 250 Gigabyte/Month will be billed at \$1/Gigabyte
6. WB is not responsible or liable for any of the following: Any obstruction(s) that might be erected or grow between CUSTOMER antenna and WB causing degradation or loss of service; debris or ice on an antenna; re-aiming the antenna later than 14 days after installation; installing hardware and/or software in a different computer or room after initial installation; re-configuration of network settings due to, but not limited to: tampering, re-installation of operating system, accidental removal, moving the hardware to another computer.
7. To the extent authorized under Texas law, Customer shall indemnify and hold harmless, the Company, its agents and employees from and against any loss, cost, claim, liability, damage, or expense relating to or arising from installation of software on customers machine or installation of other equipment necessary for service including antenna(e) and cabling, without limitation, whether arising from negligence or not.
8. I understand that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between WB and my antenna will probably block my signal.
9. I understand that setup fees are non-refundable if the wireless connection is operable and that setup fees are not refundable later than 14 days after installation. Setup fees are only refundable if the connection is not working within 14 days after installation, and only half the setup fee is eligible for being refunded.
10. I understand that because tree leaves hold water, they absorb the microwave signal, and that will degrade or disrupt my connectivity. By getting equipment installed during a time of year when there are little or no leaves in the trees, I run the risk of losing connectivity when the leaves come back on the trees. I may require extra hardware and setup at that time. WB shall not be held liable for any charges, nor will I be entitled to any type of refund.

11. If not purchased and paid in full, the wireless radio, adapter card, antenna, and cable are the property of WB, and will be returned to WB, in original working condition, within 5 days of service termination or CUSTOMER will allow WB employees to remove the hardware from CUSTOMER'S premises. If equipment is located in premises rented by CUSTOMER, CUSTOMER hereby authorizes the owner to allow entry of WB's employee in CUSTOMER'S absence. WB shall not be liable for any holes which were made at the time of installation and those holes which may remain after the removal of equipment.

12. Upon termination of the service, if the equipment is not returned to WB in original working condition, CUSTOMER agrees to pay WB \$650 for the equipment cost.

13. Loss, Damage, and/or Theft of the Equipment is the responsibility of the CUSTOMER. CUSTOMER agrees to pay WB the value of the equipment.

14. The first month of service will be prorated from the Activation Date, and then billed in advance each month. Payment will be due on the first of each for the following month. If payment is not received by the 5th of the month, a late fee of \$15 will be assessed to your account and service will be interrupted until your account is brought current. Interruption of service due to nonpayment will not relieve you of the monthly obligation due under this contract.

15. To the extent authorized under Texas law, if CUSTOMER terminates this Agreement anytime after implementation, but before expiration, CUSTOMER will pay the lesser of either 1), a flat fee of \$200 or 2), a lump sum equal to the charges of the remainder of the then current term of the Agreement in no case greater than 1 year. If CUSTOMER is terminated by WB for violation of the Acceptable Use Policy, CUSTOMER shall pay, immediately, a lump sum equal to the charges for the remainder of the then current term of the Agreement.

16. WB offers CUSTOMER access to the Internet. CUSTOMER hereby acknowledge that the Internet is not owned, operated, managed by, or in any way affiliated by WB or any of its affiliates, and that it is a separate network of computers independent of WB. YOUR use of the Internet is solely at YOUR own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond WB's authority and control.

17. WB's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by WB to be inappropriate or improper such as bulk e-mail messages.

18. Access to other networks connected to WB's network must comply with the rules appropriate for that other network. WB exercises no control whatsoever over the content of the information passing through its network.

19. WB makes no warrantee, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, mis-deliveries or service interruption however caused. Use of any information obtained by WB's network is at YOUR own risk. WB specifically disclaims any responsibility for the accuracy or quality of information obtained through its services.

20. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, WB does not guarantee continuous or uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service without notice. CUSTOMER shall indemnify and hold WB and its directors, officers, employees, and agents harmless from any and all obligations, charges claims, liabilities, costs and fees incurred as the result of interruptions or omissions of service.

21. WB reserves the right to, from time to time, monitor YOUR activity. Upon the occurrence of a default by CUSTOMER of any provision hereunder, WB reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to CUSTOMER hereunder. In addition, any costs incurred during the investigation of a copyright violation takedown notice from a copyright holder (such as, but not limited to, the MPAA or RIAA) for any illegal file-sharing activity will be passed on to the CUSTOMER, with a minimum labor charge of \$50.00.

22. To the extent authorized under Texas law, CUSTOMER shall indemnify WB, its affiliates, officers, directors, licensees, and licensors from any and all claims and expenses, including, without limitation, reasonable attorney's fees arising from YOUR breach of any provision of this Agreement.

23. This Agreement is deemed to be entered into the State of Texas. This parties agree that any dispute arising under this Agreement shall have its venue in Travis County, Texas and any such dispute shall be governed by and constructed in accordance with the laws of the State of Texas.

24. WB may assign this Agreement without YOUR prior consent and all of WB's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by CUSTOMER except with the written consent of WB. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

25. This Agreement may be modified only by a written instrument signed by the party against which the modification is being enforced.

26. Any notice required to be given hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified mail, return receipt requested with adequate postage affixed and addressed to the persons set forth in the signature block hereto or to such other address as either party may provide to the other in accordance with the provisions hereof.

A copy of any notice to WB shall be sent to:  
Western Broadband  
Attn: President  
12113 Roxie Dr, Suite 200  
Austin, Texas 78729

27. WB will bill CUSTOMER for amounts due via paperless email statements by default. Paper statements are available for an additional charge of \$2 per month plus any applicable sales tax. To request paper statements, CUSTOMER must contact WB by phone or in writing.

28. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and superseded any other prior or simultaneous agreement related to such matters.

29. Current Payment Invoice: \$199 Installation Fee, \$99.95 monthly rate, \$24.66 Sales Tax: \$323.61 Total Due

30. Payment Details:  
Customer Payment By:

Signing on behalf of: Williamson County (Medic Station at 14955 Ranch Rd 2338 in Georgetown, Texas 78633):

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[Signature of signatory listed below]

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Customer #: