

## WILDBLUE MAINTENANCE AGREEMENT

This Agreement, made and entered into the \_\_\_\_ day of \_\_\_\_\_, by and between NORRIS ELECTRIC COOPERATIVE, a Corporation, with its principal place of business in Newton, Illinois, hereinafter designated as **The Cooperative** and \_\_\_\_\_, hereinafter designated as **The Member**.

### **WITNESSETH:**

**The Cooperative** is engaged in the distribution and selling of satellite internet service, hereafter called **WildBlue** to its members; and,

WHEREAS, **The Member** named above is taking **WildBlue** service at the location known as \_\_\_\_\_, and **The Cooperative** is providing **WildBlue** Service at said location; and,

WHEREAS, **The Member** has requested and **The Cooperative** has agreed to provide a Maintenance Plan for said **WildBlue** system, this agreement provides the details of such Maintenance Plan.

### **COVERAGE** (for **WildBlue** Equipment only):

- All service calls (see exceptions below).
- Replacement or repair of all equipment and material if damaged by normal wear.
- Re-alignment of dish if misalignment is caused by faulty initial alignment.
- Equipment relocation if required due to orbital satellite changes.

### **EXCEPTIONS:**

- Replacement or repair of **WildBlue** system caused by lightning or power surges (Homeowner's Insurance may cover this).
- Problems caused by computer viruses or "spam". If **The Member** wishes **The Cooperative's** service technicians to troubleshoot **The Member's** computer system there will be additional charges. **The Member's** computer is not part of this Maintenance Plan.
- Physical damage caused by neglect or abuse.
- Physical damage caused by fire or flood.

- Relocation or realignment due to tree growth or building modifications.
- Covered Service calls shall not exceed two (2) hours per problem. Any service call exceeding two (2) hours will be charged \$60/hour for the time in excess of two (2) hours.
- Theft.

**Cost and Term**

The cost for the Maintenance Plan is \$4.99 per month for a minimum term of one (1) year. The cost or fee for this plan will be added to **The Member's** monthly *WildBlue* invoice.

**Termination, Cancellation, and Renewal**

If **The Member** fails to pay the monthly fee by the due date then **The Member** is in default and this agreement is terminated. Either **The Cooperative** or **The Member** may cancel this agreement by providing 30 days written notice to the other party. In regards to renewal, this agreement will continue as long as the payments are received or until the agreement is cancelled or terminated as indicated above. The fee for this Maintenance Plan and/or the cost of the service call may be increased on the annual anniversary date of the agreement.

**NORRIS ELECTRIC COOPERATIVE**

By \_\_\_\_\_,

**THE MEMBER**

By \_\_\_\_\_