

Surf HAWK

Customer Agreement



This Agreement describes the terms and conditions between you, Hawkeye Telephone Company and ViaSat Communications, Inc., formerly known as WildBlue Communications, Inc. Please read this Agreement carefully since it contains important contract rights and obligations between you, **Hawkeye Telephone Company** and ViaSat, as well as important limitations on those rights. If you would like to contact us, you may call 1-800-369-9131 or write to:

Hawkeye Telephone Company
 115 W. Main St.
 PO Box 250
 Hawkeye, Iowa 52147-0250
 hawkitelinfo@netins.net

Service Commitment. We, Hawkeye Telephone Company, offer two plans of service for our Surfhawk (Powered by Exede) customers. Both plans are the exact same packages, however, one plan offers a lower installation cost on data plans 12G, 18G, and 30G along with a system protection plan and requires a **2-year commitment**. Our second plan requires no commitment but the customer will be billed the same installation cost on each data package. The customer may also be subject to service call charges and equipment repairs.

Terms. The terms of this Agreement commences on the date your Service is activated and continues for the duration of the Service Term unless terminated earlier by you, **Hawkeye Telephone** or ViaSat in accordance with this Agreement. After the Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis.

Equipment. All Surfhawk equipment remains the property of Hawkeye Telephone Company. Customer is liable for any damage or abuse to said equipment unless they have subscribed to our System Protection Plan.

Data Allowance Policy (formerly known as the Fair Access Policy or FAP). The Surfhawk plans are subject to data usage limits which are described in the Data Allowance Policy for your Service plan. If you exceed your data usage limits, Exede may severely slow, restrict, and/or suspend your Service or certain uses of your Service for a period of time. FREE-ZONE-LIGHT (FZL) is FREE USAGE from 3:00AM to 6:00AM. Data usage during this time period does not count against your plan's data cap.

The data usage limits for Surfhawk plans are:

Exede Broadband Plans	Agreement Terms	Liberty 12 FZL	Liberty 25 FZL	Liberty 50 FZL	Freedom (If available)
Measured over a fixed monthly period of 30 calendar days	2 Year Commitment	12G \$49.99/mo. <input type="checkbox"/>	25G \$69.99/mo. <input type="checkbox"/>	50G \$89.99/mo. <input type="checkbox"/>	150G \$95.99/mo. <input type="checkbox"/>
Installation with 2yr Commitment	2 Year Commitment	\$50.00 Promo <input type="checkbox"/>	\$50.00 Promo <input type="checkbox"/>	\$50.00 Promo <input type="checkbox"/>	\$50.00 Promo <input type="checkbox"/>
System Protection Fee (required with 2yr commitment)	2 Year Commitment	\$7.95 <input type="checkbox"/>	\$7.95 <input type="checkbox"/>	\$7.95 <input type="checkbox"/>	\$7.95 <input type="checkbox"/>
Account Set-up Fee required on all packages	<i>Unless Special Offer</i>	\$50.00 <input type="checkbox"/>	\$50.00 <input type="checkbox"/>	\$50.00 <input type="checkbox"/>	\$50.00 <input type="checkbox"/>
Installation with no Commitment	Month to Month	\$225.00 <input type="checkbox"/>	\$225.00 <input type="checkbox"/>	\$225.00 <input type="checkbox"/>	\$225.00 <input type="checkbox"/>
System Protection Fee with no Commitment	Month to Month	\$7.95 <input type="checkbox"/>	\$7.95 <input type="checkbox"/>	\$7.95 <input type="checkbox"/>	\$7.95 <input type="checkbox"/>

Termination Fees. If you cancel the Service before completion of the Service Term, the Termination Fee is equal to the number of months left in your Service Term.

Return of Equipment. Equipment remains the property of Hawkeye Telephone Company, and will need to be returned or scheduled for us to pick up upon termination of service or additional charges will apply.

Valid Email Address: _____

CUSTOMER INFORMATION

AUTHORIZED SIGNER INFORMATION

(if Customer is not present at Installation)

Customer Signature: _____

Authorized Signer's Signature: _____

By signature I affirm that the Customer has authorized me to establish an account in the Customer's name.

Date: _____

Date: _____

Print Customer Name: _____

Print Authorized Signer's Name: _____

Street Address: _____

Relationship to Customer: _____