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**\*Please note that the information contained in this agreement is subject to change at any time.**

### **Fixed Wireless Internet Services Agreement**

InvisiMax is proud to be the area's most mature fixed wireless internet providers. We offer multiple levels of service plans to meet any needs and all services are backed by our industry leading customer service team.

By establishing an account or by using InvisiMax services, you agree to abide by the information contained in this agreement and to use our services in compliance with this Agreement, our Acceptable Use Policy and any other policies set forth by InvisiMax, Inc.

#### **Payment Policy and Terms**

InvisiMax customers will be billed on a monthly basis for services and one month in advance. Payments are due in-full within ten (10) days from the date listed on the invoice. Accounts with outstanding balances greater than 60 days may be deemed 'delinquent' and may be placed on 'accounting hold' and services to the account will be suspended until past due amount is paid. Accounts will be subject to a \$49 re-connection fee to re-activate accounts that have been placed on accounting hold. A thirty five dollar (\$35) fee will be charged to any account that issues a bank returned check. In the event that more than one (1) check is returned, InvisiMax will only accept cash, credit card, or certified funds for any future payment.

#### **Termination of Services**

Customers may terminate InvisiMax services, for any reason at any time, by submitting a written request of termination of services to InvisiMax or by calling Customer Service. Requests may be submitted in the following manner: email, facsimile transmission or via U.S. Mail or courier service. Requests to terminate service will be carried out the following business day or as specified within the request.

InvisiMax, Inc. may terminate services to a customer at any time if it is deemed that a customer has violated any terms contained within this agreement including the Acceptable Use Policy. InvisiMax, Inc. may provide notice of termination to its customers in the following manner: Primary email listed within the account or by U.S. Mail or courier service to the primary address listed for the account.

### **Additional Fees**

In the event of special circumstances requiring additional equipment or construction, an additional fee will be required for said equipment and will be subject to an additional labor charge not covered by the standard installation fee. Additional labor will be billed at a rate of \$125.00/hour. Please refer to the Billable Service Calls section of the Services Expectations Agreement for more information regarding additional charges and/or fees.

### **Equipment and Scope of Work**

All equipment, modems, subscriber modules, antennas and standard mounting equipment, will at all times remain the property of InvisiMax, Inc. Customers may not sell, transfer, lease or assign any or all parts of the equipment to any third party. Customers may be required to pay for the full retail costs of, or the repair or replacement of, any lost, stolen, unreturned, damaged, sold, transferred, leased or assigned equipment in whole or in part, together with any costs that are incurred by InvisiMax, Inc. in obtaining or attempting to obtain possession of any such equipment. In the event of termination of services, the customer authorizes InvisiMax, Inc. to retrieve from the customer's premises all equipment that is owned by InvisiMax, Inc.

### **Service Interruptions**

InvisiMax, Inc. regularly performs routine scheduled maintenance across its network which may lead to brief, anticipated service interruptions for some customers. Customers will be notified in advance of any upcoming scheduled maintenance and/or potential service interruptions via the email address that is listed within the account.

Unanticipated service interruptions may also occur as a result of/but not limited to: weather, neglect, misuse, theft or negligence of the customer. In certain cases, these service interruptions may occur with little or no warning and may increase customer downtime. Unanticipated service interruptions may be subject to an additional labor charge.

InvisiMax, Inc. cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service.

### **What to do if Your Connection is Not Working**

In the event that your internet connection ceases to function properly, please contact the InvisiMax customer service department immediately. Please refer to the '**Contacting the InvisiMax Service Desk**' section of this agreement for more information on how to contact us.

If through standard trouble-shooting procedures it is deemed that there may be a problem with your connection, a technician will be sent to your location (during regular business hours) to further trouble-shoot the situation. If the problem(s) is deemed to be due to 'customer negligence', or the result of an item that is not covered through standard maintenance (listed in the following section), additional labor rates may be applied.

### **Items Not Covered Through Standard Maintenance**

Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, weather, neglect, misuse, transportation, theft, fault or negligence of the customer or causes deemed external to the connection, such as, but not limited to, failure of faulty electrical on the premises, customer error, malfunction of customer installed equipment or any other cause deemed not related to ordinary use, may be subject to an additional labor charge.

### **Disclaimer**

InvisiMax, Inc. assumes no responsibility for the content contained on the internet that is made available through InvisiMax services or any other source accessible via our services. The customer acknowledges that use of InvisiMax Fixed Wireless Internet Services to access information, content or other services is done so at their own risk.

### **Over-Usage of an InvisiMax Internet Connection**

InvisiMax prides itself on providing extremely reliable and cost-effective fixed-wireless internet services to its business clients however, some clients may be required to upgrade to a larger package in the event that the allowable bandwidth under an existing plan is being over-utilized on a regular basis and therefore becoming ineffective.

Clients will not resell any InvisiMax service, or any portion thereof, or charge another individual or business for the use of our services. InvisiMax internet services are for the exclusive use of each individual client, and the client is prohibited from using our services for operation as an Internet Service Provider (ISP), for web hosting for other parties or for connecting the internet modem (CPE) to any other server or computer located off of the client's premises.

### **InvisiMax Internet Packages – Bandwidth is Burstable**

To see our current packages please visit one of the following links:

<http://www.invisimax.com/services/internet-services/max-residential/>

<http://www.invisimax.com/services/internet-services/max-business/>

**Hours of Operation**Call Center: **24/7****For Internet, Billing or Email Issue, Press Option 1****To Confirm Install or Service Call, Press Option 2****For Managed Services, Press Option 3****For New Service or Sales, Press Option 4**

Local Office Hours:

**Monday to Friday 7:30am to 5:00pm CST**

- Any inquiries received to our local office after regular business hours will be directed to our voice mail message system and will be evaluated immediately the following business day.
- Inquiries will be dealt with on a first come first served basis and prioritized accordingly.
- Messages that are left during regular business hours may encounter a delayed response time but will be responded to as soon as possible that same day. All inquiries will be addressed individually and prioritized based on the severity of each potential issue.
- Any inquiries received on the weekends or the six US statutory holidays recognized by InvisiMax (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas day) will be directed to our voice mail message system and will be evaluated immediately the following business day.

<b>Holiday</b>	<b>Date</b>
New Year's Day	January 1 <sup>st</sup>
Memorial day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Thanksgiving day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

- It is the responsibility of the CLIENT to promptly notify InvisiMax of any problems that may impact their services to ensure a prompt response and minimize additional delays due to reduced service hours.

**How to Contact the InvisiMax Service Desk****Customer Service:** 218-745-6030**Email:** [support@invisimax.com](mailto:support@invisimax.com)**Web:** [www.invisimax.com/support](http://www.invisimax.com/support)

### **What to Do Before Contacting the InvisiMax Service Desk**

When you call or send a message, please provide as much information as possible including:

- Your complete contact information in case we need to contact you
- A description of the problem and its severity
- Any error messages and what was processing at the time the problem occurred
- Applications and versions you are working with
- Any changes that were made recently
- Any additional information that may be critical to the situation

### **After-Hours Emergency Support**

Clients requiring emergency after-hours support are instructed to contact our Call Center.

- Situations resulting in the utilization or deployment of an InvisiMax service technician after regular business hours, a Sunday or on a statutory holiday will be subject to a billable after hours service fee.
- Charges will be accrued at a rate of \$125.00/hour and will apply to any on-site and off-site services and will be accrued in 15 minute increments.
- After hours emergency services will also be subject to a billable trip charge of \$50.00 (up to 30 miles) or \$65.00 (30-60 miles)
- Clients requiring emergency after-hours service are instructed to contact our Emergency Services Line.
- Clients will receive live access to an on-call InvisiMax technician who will assess the emergency situation and provide any necessary service or support needed to minimize potential downtime.

### **Trip Charges**

- Situations resulting in the deployment of an InvisiMax service technician may be subject to a billable trip charge of \$50.00 (up to 30 miles) or \$65.00 (30-60 miles).
- Trip charges will be based on any mileage incurred from our headquarters in Warren, MN to the destination.
- A trip charge will be applied if the basis of a service call pertains to any item not covered under a particular product or service package. Please refer to a specific InvisiMax service package for a clear description of what is and is not covered under a particular product or service.
- Billable trip charges will also be applied to any service calls made after regular business hours, Sundays, statutory holidays or after-hours emergency service calls.

### **Billable Service Calls**

- Service calls that are made during regular business hours that pertain to those items covered under an InvisiMax product or services package are non-billable and are included in the cost of the service. However, service calls (both on-site and off-site) that pertain to any service,

equipment or special project that is not included in a package cost is subject to a billable service fee.

- Service calls that require a CPE (antenna) replacement to fix connection issue on equipment that is over one year old will be subject to a \$149.00 upgrade fee. If customer does not agree to the upgrade fee, connection will not be fixed.
- Current InvisiMax managed IT services clients are subject to a reduced labor rate on any billable service calls (both on-site and off-site). Please refer to a specific product or service package for a complete listing of what is included as well as the accompanying labor rate.
- Any service requested from a non-current customer (both on-site and off-site) is subject to a fixed labor rate of \$125.00/hour and a billable trip charge (if a technician is deployed) of \$50.00 (up to 30 miles) and \$65.00 (30-60 miles).

### **Confidentiality**

- InvisiMax is committed to maintaining the highest level of confidentiality between our employees and our clients.
- Each InvisiMax employee has been thoroughly screened and understands the sensitive nature of our industry regarding the information they have access to with our clients.
- Each InvisiMax employee has a signed confidentiality agreement on file acknowledging a clear understanding of this, and their commitment to enforcing these values at all times while employed at InvisiMax.

### **Opt Out/Termination of Services**

- Both InvisiMax and/or the CLIENT have the right to terminate services for any reason within thirty (30) days from receipt of written notice.
- Upon termination, all hardware or software installed by InvisiMax that was required to conduct network support services will remain the property of InvisiMax and will be surrendered and returned to InvisiMax upon termination of services.

### **Non-Hire of InvisiMax Employees**

Because employees are one of our most valuable assets, policy and professional ethics require that InvisiMax employees not seek employment with, or be offered employment by any CLIENT during the course of engagement or a period of one (1) year following termination of services.

CLIENT shall not, without the prior written consent of InvisiMax, solicit the employment of InvisiMax personnel during the course of engagement or for a period of one (1) year following termination of services.

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