



854 West 450 North #4, Kaysville, UT 84037
Tel. 801-444-5958 Toll Free 877-678-3343

WIRELESS SERVICE AGREEMENT
V.17.11.15

E-mail or Fax
Completed Document to
wireless@optconnect.com
or **801-991-9009**

CUSTOMER INFORMATION				SHIPPING INFORMATION			
Company Name				<input type="checkbox"/> Shipping address same as company address <input type="checkbox"/> Address is a residence			
Company Contact				Shipping Method		PO Number	
Telephone		E-mail Address		Ship-To Name		Ship-To Telephone	
Street Address				Address			
City		State	Zip	City		State	Zip

WIRELESS PLAN SPECIFICATIONS AND EQUIPMENT				
Plan Type	Wireless Plan Specifications			
Unlimited Meg Plan	If usage is determined excessive for three (3) consecutive months, OptConnect agrees to contact Customer for increase to device plan. In the event that neither party is able to rectify the excessive usage or come to agreement on adjusted pricing, OptConnect reserves the right to cancel the relevant excessively used line with 30 days written notice. Premium Portal subscription included.			
Quantity	Equipment	Data	Monthly Cost	Total Cost/Month
	OptConnect OC-4100 Series (4G) Wireless Gateway - Comes with dual magnetic antenna, Ethernet cable, and power supply.	Unlimited Meg Plan	\$20.00 USD	

EQUIPMENT MAINTENANCE PLAN

Lifetime Extended Maintenance Plan - Included for **FREE!** The Lifetime Extended Maintenance Plan provides for a replacement by OptConnect, LLC ("OptConnect") of the equipment specified above in the event such equipment fails. This obligation of OptConnect remains in effect under this Wireless Service Agreement (this "Agreement") as long as you ("Customer") continue to pay the monthly Wireless Service Charge described herein. Warranty does not cover end of life models determined by wireless network carriers. Upon written notification from Customer and upon OptConnect's diagnosis of the problem with such equipment, OptConnect will ship to Customer, by standard overnight shipping and at no cost to Customer, new or refurbished replacement equipment. Customer must return the faulty equipment to OptConnect using the prepaid shipping label provided by OptConnect. If Customer fails to ship the faulty equipment to OptConnect within 30 days of Customer's receipt of the replacement equipment, Customer shall pay OptConnect the shipping cost of the replacement and the replacement shall be added to the Customer's existing contract and monthly billing.

TERMS AND CONDITIONS OF AGREEMENT

Customer enters into this Agreement with OptConnect and agrees to rent the equipment described above, to subscribe to the Wireless Plan Specifications above and to be bound by and subject to the following terms and conditions:

Equipment: OptConnect may fill Customer's order with new or refurbished equipment as described above. Equipment is only compatible and authorized to operate with an OptConnect provided cellular data plan and managed services.

Rental: Customer agrees to pay OptConnect an up-front, one-time only rental payment of \$0.01 for OptConnect's use of the equipment described above for the duration of the term of this Agreement.

Subscription: Customer agrees to subscribe to the Wireless Plan Specifications above and to pay OptConnect the monthly Wireless Service Charge as stated above.

Payment of Charges: The one-time only rental payment of \$0.01 and the first month's Wireless Service Charge, plus shipping and handling, will be billed to Customer and a payment will be processed by OptConnect to Customer's bank account via Automated Clearing House (ACH) prior to OptConnect's shipping of the equipment described above. Subsequent month's Wireless Service Charges for all Wireless Service Agreements entered into by Customer will be consolidated, billed, and payment will be processed via ACH to Customer's bank account on or near the same day of each month. However, OptConnect reserves the right to pro-rate Customer's first month's Wireless Service Charges on Wireless Service Agreements to accommodate consolidating Customer's billing. In the event that ACH payment is returned unpaid to OptConnect, Customer agrees to immediately pay OptConnect a returned ACH fee of \$35.00 per returned item.

Changes to Services: OptConnect reserves the right to modify the terms of service provided hereunder at any time during the term of this Agreement.

Term: This Agreement shall be for a term of twenty-four (24) months and shall commence upon the date hereof. This Agreement shall be automatically renewed after the initial term for successive one (1) month terms; provided, however, that either party may, by giving the other party thirty (30) days prior written notice, terminate this Agreement at any time after the initial term.

Termination: Upon termination of this Agreement, Customer agrees to return the equipment described above in good working order. In the event that this Agreement is terminated prior to the end of the initial term, Customer agrees to immediately pay OptConnect an "early termination fee" equal to the lesser of (a) \$300.00 or (b) the amount that is equal to the number of months remaining in the initial term multiplied by the monthly Wireless Service Charge.

Assignment of Rights: Customer grants OptConnect the right to assign all or any part of its rights or obligations under this Agreement at any time to anyone that it chooses. Customer shall not assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of OptConnect or its successors or assigns.

Authority: Customer represents and warrants to OptConnect that Customer has full power and authority to execute and deliver this Agreement, that any and all action necessary to approve Customer's entering into this Agreement has been taken, that Customer has the ability to perform Customer's obligations under this Agreement and that this Agreement constitutes the legal, valid and binding agreement of Customer enforceable against Customer in accordance with its terms.

Liability: OptConnect's sole liability to Customer shall be to remedy any breach of this Agreement in a timely manner. OptConnect shall not be liable to Customer or others for any losses, expenses or costs (including but not limited to any consequential or special damages) incurred by Customer or others due to breakdown or malfunction of the equipment described above or otherwise. In any dispute between the parties, whether or not resulting in litigation, the prevailing party shall be entitled to recover from the other party all reasonable costs including, without limitation, reasonable attorneys' fees. The prevailing party shall include, without limitation, a party who dismisses an action for recovery in exchange for sums allegedly due, performance for covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

Governing Law: This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Utah. The jurisdiction and venue for any legal proceeding to interpret or enforce this Agreement shall be in Salt Lake County, Utah.

Notice: Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the appropriate postal service, by registered or certified mail with postage and fees prepaid and addressed to the party entitled to such notice at that party's business address.

Entire Agreement: The parties understand and expressly agree that (a) this Agreement contains a complete statement of all understandings, arrangements, and agreements between the parties and constitutes the entire agreement between the parties as to the subject matter hereof, and completely supersedes all negotiations and all prior arrangements, understandings, courses of dealing, and agreements related to the subject matter hereof; and (b) there are no representations, warranties, understandings, arrangements, agreements, conditions, or contingencies, whether express or implied, or oral or written, except as expressly set forth in this Agreement.

Customer has executed this Agreement as of the date stated below.

Signature X	Printed Name	Title	Date
<input type="checkbox"/> Check here if you are already an OptConnect Customer and wish to use the same Guarantor and ACH Authorization as on the prior Wireless Service Agreement. By checking this box, it is NOT necessary to complete page 2.			Partner Code OC

