

Jump River Electric Cooperative Maintenance, Repair and Service Agreement

Jump River Electric Cooperative (JREC) is making available to its subscribers a Maintenance, Repair and Service Agreement to provide coverage for repair or replacement of your Exede by ViaSat *covered equipment for the term of this agreement, should it fail to operate under normal use and in the manner for which it was designed. This Agreement provides coverage for each piece of *covered equipment and becomes effective 91 days after the enrollment date or installation date, whichever is greater; and expires when cancelled by either the subscriber or JREC. This Agreement does not provide for normal maintenance, routine cleanings, tune-ups, check-ups, storage or repairs to correct normal gradual reduction of operating. More details regarding coverage can be found on the back of this agreement.

*Covered Equipment is 1 Satellite Modem with power supply, 1 TRIA (receiver & feed assembly), and 1 Dish Antenna.

If this agreement is not taken by the subscriber, Jump River Electric Cooperative (JREC) will charge for out-of-warranty equipment replacements and a service call fee to replace/repair/re-install ExedeSM by ViaSat satellite systems. The Exede by ViaSat equipment warranty is 12 months from the date of service activation. Service call fees will be \$75.00 plus tax. The equipment replacement costs are listed below:

- TRIA - \$210
- MODEM - \$175
- SATELLITE ANTENA - \$85

Additional miscellaneous fees could result when replacing cable or to replace/re-trench a pole mounted unit. All fees are subject to change at any time.

Please **initial** one.

_____ I want to take advantage of the JREC Maintenance, Repair and Service Agreement for equipment replacement fees and service call fees. I understand the cost is \$6.99 per month plus tax and if discontinued or not paid, I will be responsible for the full costs as listed above for any maintenance, repair or service to my Exede by ViaSat system. I understand service calls will be completed as soon as possible but only during normal cooperative working hours of Monday through Friday, excluding holidays.

_____ I **DO NOT** want to take advantage of the JREC Maintenance, Repair and Service Agreement for equipment replacement fees and service call fees at \$6.99 per month plus tax. I understand I will be responsible for the full costs as listed above for any maintenance, repair or service to my Exede by ViaSat system.

Signed _____ **Date** _____

Please Print Name _____

Service Address _____

City _____ Zip _____ Phone Number _____

Please return the **initialed** and **signed** agreement to:

Jump River Electric Cooperative
P.O. Box 99
Ladysmith, WI 54848

JREC MAINTENANCE, REPAIR AND SERVICE AGREEMENT

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COVERAGE PROVIDED

Should the Covered Equipment prove defective in material or workmanship while coverage is in effect JREC will repair the defective Covered Equipment on location, or at JREC's option cause the Covered Equipment to be replaced with equipment of like age, kind, and quality. Replacement parts may at JREC's sole discretion and option, be either new or remanufactured. Replaced parts shall become and remain the property of JREC. This Agreement provides coverage for on-site repair or replacement of Covered Equipment that has failed during normal operation under the conditions for which it was designed. This Agreement does not provide coverage for repair or replacement of Covered Equipment that has failed, in the opinion of JREC, as a result of tampering, modifications or unauthorized repairs. All service trips to an on-site location must be scheduled with the JREC office and are provided on a first come first serve availability during regular business hours, excluding holidays.

SHOULD YOU ENCOUNTER EQUIPMENT FAILURE, the following claims procedure must be followed: you must first contact the tech support line at phone number 1-888-817-0951 which is the official trouble shooting and help service supported by JREC. If they are unable to correct the issue, they will contact JREC on your behalf. You will then be contacted by JREC'S office to schedule a time for an on-site service call. You must authorize repair of the Covered Equipment to determine the cause of failure. If the Agreement does not cover the failure because the damage was caused by an incident or effect outside of this Agreement's coverage, you will be responsible for the cost of the repair. NOTE: If, during the "Coverage Period", the Covered Equipment requires servicing, and any portion of the original equipment warranty remains in effect, JREC will have the Covered Equipment serviced under the original equipment warranty. IMPORTANT: Unauthorized repairs or modifications will void this Agreement.

IN-HOME OR ON-SITE SERVICE CALLS

JREC will be responsible for reasonable and necessary expenses for on-site service as part of a valid claim or for any failed Covered Equipment that qualifies for in-home or on-site service as defined by JREC. Plug and Play components (webcams, printers, game controllers, monitors, etc.) do not qualify for in-home or on-site service. Plug and Play components are those components that the customer provided and customer acknowledges that they are responsible for replacement of such equipment and are not Covered Equipment covered by this Agreement and therefore ineligible for an on-site service call. IMPORTANT: The Purchaser assumes all liability for payment of service calls on non-covered failures of Covered Equipment. Repair service and/or service calls will be made during normal working hours, excluding holidays.

EXCLUSIONS

This Agreement will not pay for repairs covered by manufacturers recall, service modification bulletins or any other coverage in effect at the time of failure. JREC will not be responsible for service calls, labor, parts, repairs or replacement of the Covered Equipment failure due to the following conditions or circumstances included but not limited to: Acts of nature (fire, ice, flood, windstorm, hail, lightning, earthquake, etc.), civil disorders, riot, nuclear accidents, conditions caused by customer negligence, battery leakage, misuse or abuse (whether willful or accidental), malicious mischief, vandalism, theft, general environmental conditions including, but not limited to dirty conditions, sand salt, liquids, humidity, rust, corrosion, animal/insect damage, geological conditions or over-rated capabilities.

This Agreement does not cover power cords, cables, connectors, remotes, adapters or any other component not listed above. Adjustment of customer controls, programming, problems due to signal strength or quality, electronic counter-measures by satellite programmers, pre-existing conditions and any problems not covered by original equipment warranty are excluded. Damage to Covered Equipment caused by parts or equipment not covered by this Agreement or by loss of power or power fluctuations, cosmetic defects or damage, including, but not limited to, internal disposable items such as batteries, LED's, etc., cabinetry and cabinet parts, doors, hinges, knobs, handles, remote controls and attachments. Also excluded is water damage. Unauthorized modifications or alterations and/or improper installation or use voids this Agreement. Coverage is not available for equipment used in commercial applications.

GENERAL PROVISIONS

1. SERVICE CONTRACT: This is a service contract. It is not a policy of insurance or warranty.
2. This Agreement terminates for nonpayment of fees or when cancelled by either the customer or JREC.

LEGAL RIGHTS

This Agreement gives you specific legal rights. You may also have other rights that vary from state to state. This Agreement becomes binding on the 91st day following enrollment or 91 days after the installation date, whichever is greater provided the proper payment is received and accepted by JREC.