

## *WildBlue Installation Addendum*

You have entered or are entering into an installation and services agreement with Longview Holding Corporation dba CPE Labs located at 3569 Drennon, Campbellsburg, KY 40011. Work is being done at you verbal or written request. This addendum is an attachment for any other verbal or written agreement to perform installation work on behalf of the client (end customer), WildBlue or their agents. The following terms are standard operating practices of CPE Labs and by signature you, or your company, agree to the following stipulations:

**Liability for WildBlue Installation** If, during the WildBlue installation, the customer declines to fully commission the WildBlue system they understand that they will become responsible for the payment of services rendered by CPE Labs in the installation of the WildBlue system. Further, they are liable for charges related to the removal of all installed hardware to include the WildBlue dish, mount, and satellite IDU/ODU. Any concrete, buried or installed cables, entry or mounting holes in structures will not be sealed, removed, or repaired unless further arrangements are made to do so.

Under this agreement the customer of WildBlue becomes the customer of CPE Labs and will be liable for their normal hourly rate and mileage expense.

Once customer signs the “WildBlue Communications Installation Completion Form” they accept ownership of the delivered WildBlue hardware to include the indoor and outdoor units. Any hardware failure of any WildBlue hardware is not the responsibility of CPE Labs. If installation can not be completed because of hardware failure additional charges may be incurred as described in section “Repair Orders” below. WildBlue may subsidize some of the repair to the customers equipment but they generally do not cover all expenses related to the full repair and maintenance of customer equipment. Customer is hereby notified that additional charges may be assessed during installation for any unforeseen hardware failure.

**Freight Expense** Freight for the shipment of WildBlue satellite equipment from the Distributor’s warehouse to CPE Labs is not included in the WildBlue “standard installation” subsidy and is the responsibility of the end user (customer). If the customer was charged for shipping when their order originated they should attempt to reclaim this charge from the originating company as it is not the responsibility of CPE Labs. The customer is hereby notified that any freight charge collected by the originating company was never forwarded to CPE Labs and in fact no shipment occurred between the originating company to CPE Labs or the customer.

**Standard Installation** For the purpose of this agreement between CPE Labs and the end customer a standard install is defined as:

- a) 3 hours labor of a professional installer at the customers install site.
- b) Up to 150 feet of RG-6 2.2Mhz twin coax, grounding cable to utility ground at 20 feet or less, 1 internal/external wall penetration with termination to a wall jack at the collocated internal/external wall.
- c) Dish is to be mounted with a standard Tri-Mast mount on an approved surface. (Panel or LAP siding, Brick, poured concrete, or masonry wall. Dish must have clear line of site to satellite arc and must be within 20 feet of utility ground.) Installer, during site survey will determine if a mounting surface meets WildBlue, federal, and local guidelines.
- d) Any mounting surface must be able to sustain a 300 pound pulling force on each connection point.
- e) Any deviation from “WildBlue Installation and Service Call Standards Document” will be explained by a certified technician.

Any charges incurred in excess of these guidelines will be explained to the customer before installation begins and the appropriate excess charges will be billed to the customer for payment to CPE Labs.

**Site Survey and Dispatch Fees** There is a standard site survey fee of \$65. This fee is generally covered in the WildBlue standard installation subsidy. If during installation and post site survey the customer determines to not proceed with the installation the certified installer may charge the customer for the site survey and any dispatch fees previously discussed. Dispatch fees are charged based upon industry standard mileage fees and at least one billable hour of a certified installers time.

**Repair Orders** WildBlue, through its distributor DSI, pays the installing company a repair subsidy that involves an installer to arrive at customer's site and in (1) one hour re-point the installed dish or correct any standard installation items or hardware. If it is discovered that the installation prevents this work effort or that additional costs will be incurred to correct any problems the customer will be billed for any and all incurred charges. If the dish is mounted to a non-approved surface, not grounded per WildBlue, federal, or local specifications additional costs may be assessed to bring the installation up to current specifications. If any hardware malfunction is determined to be part of the issue then additional charges may be incurred to RMA parts, truck roll charges, installer hourly rate, etc. if such repair items are not part of the standard repairs items as listed in "WildBlue Installation and Service Call Standards Document".

**Customer's signature:** \_\_\_\_\_

**Customer's printed name:** \_\_\_\_\_

**Date:** \_\_\_\_\_