

Fax completed application to 361-358-7208

Installation date _____

WILD BLUE LEASE APPLICATION 2 YEAR CONTRACT REQUIRED

Name _____

Address _____

City State Zip _____

Home tel # _____

Cell phone _____

Credit card or routing and checking acct # _____

Expiration date _____

Mother's maiden name _____

Desired user name (6 char min) _____

Desired password (8 char min) _____

Email address _____

Roof type _____

Asphalt shingles are required for roof mount. Pole mount required for metal roof.

How Many computers _____ Static IP is not available. VOIP and VPN not supported. 3 computers max with Pro service. Router and networking charge applies.

Pole mount required? Yes No (\$150 extra + \$3 per foot for conduit/trenching)

Service: 512K Value \$49.95 1M Select \$69.95 1.5 M Pro \$79.95

Directions _____

cude.com Installer ID 70531454 Wild Blue customer service 1-866-945-3258 Proxy server address <http://wpad.wildblue.com/wpad.dat>

WildBlue Retail Sales Disclosures 2010 ¹ WildBlue Communications Inc.—

Proprietary Pursuant to Company Instructions Wednesday, February 10, 2010 **Installation**

We must schedule your installation within 30 days of today or we will be unable to place your order.

Standard Installation

To be eligible for a standard installation, you must have a clear line of sight from your roof to the satellite (in the southern sky) and it includes:

Connecting the satellite modem to your computer

A wall or roof mount for the satellite dish; if neither a wall or roof mount meets our minimum standards, then a pole mount may be required and this is not included as part of the standard installation

Up to 100ft of dual coaxial cable through **1** exterior wall to **1** computer

Non-Standard Installation

In some cases, there are additional charges for non-standard installations. Reasons can include:

Mounting on a second-story section of your home

Running cable through an attic or crawl space, or interior wall drops

If your view of the southern sky is obstructed or you have a metal or clay roof, shake shingles, or a mobile home of any kind, the installation may require a non-standard pole mount (approximately \$150)

Additional charges will apply for customer requested installation that does not qualify as a standard installation

Any additional charges that you agree to after the installer has done a site survey are payable to the installer at the time of your installation.

Billing/ Contract Billing

Submitting your order for WildBlue service today will result in an automatic one-time \$99.95 account activation fee charged to the payment method you provide

Each month, you will receive a bill sent via email only and the amount will be automatically charged to the payment method we have on file

Once activated, after 12 months of free FSecure anti-virus protection, you will automatically be charged \$2.95 per month, unless you notify WildBlue to cancel this service (you are required to have anti-virus protection at all times)

At the time of installation, your credit card or bank account will be charged:

A monthly service fee for the first prorated month, plus your first full month of service

A one-time \$24.95 shipping & handling fee plus taxes

For the lease fee program you select, you may select one of two options:

Pre-paid Lease

To pay for the full 24-month equipment lease at the time of installation, you will be charged \$99.95. This saves you the equivalent of 7 months of lease fees over the 24-month term

Monthly Lease

To pay your lease fee monthly, you will be charged \$5.95 per month **WildBlue Retail**

Sales Disclosures 2010

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Cancel

All WildBlue equipment, except for the dish, must be returned, otherwise, you will be charged the full cost of the equipment (\$150 for the modem and \$150 for the TRIA)

If your order is not installed within 45 days from today, your order will automatically be cancelled

Contract

Our customer agreement is electronic and signed online at the time of installation

At the time of installation, you must be present and be able to provide the last 4 digits of your payment method.

If you cannot be present at the time of installation, someone who is at least 18 years old and who is authorized to act on your behalf to sign the customer agreement, and all other required paperwork, must be present

Your minimum service term & WildBlue equipment limited warranty is for 24 months from the date of installation

If you disconnect your service, your payment method on file will be charged an early termination fee, equal to \$15 per month for each month remaining on your service term

In the event you disconnect your WildBlue service, you are required to ship all leased equipment to WildBlue within 20 days. Failure to do so will result in unreturned equipment fees of up to \$300 that will be applied to the payment method on file

Up to Speeds and System Limitations **“Up to” Speeds**

Advertised speeds for the service are “up to” and are not guaranteed

Inclement weather, time of day, and the number of simultaneous users on the network may affect your speeds

The configuration of your computer, as well as the number and type of applications running on your computer may also affect your speed

For the quickest web page-loading times, please install the WildBlue Optimizer

System Limitations

Our service **does not work** with Voice Over Internet Protocol (VOIP, e.g. Vonage)

Our services do not work well or may not work at all with Virtual Private Networks (VPN), Remote Computer Access, or certain kinds of high speed interactive Online Gaming (e.g. XBOX Live)

WildBlue

Fair Access Policy

At WildBlue, our goal is to give each of our customers the fastest service possible at the lowest possible price. We are always striving to develop programs and policies that help make that possible. Our Fair

Access Policy is designed to impact the fewest customers while helping ensure the best speeds for the vast majority of our customers.

WildBlue has documented that a small percent of customers account for a disproportionate share of data usage on the WildBlue network. To ensure that all WildBlue customers have equitable access to the WildBlue network, WildBlue has implemented a Fair Access Policy (or "FAP"), WildBlue sets usage thresholds on the amount of data you can upload and download within stated time periods. If you exceed these thresholds, WildBlue will temporarily limit the speed at which you can send and receive data over the WildBlue access network. You will still be able to use the WildBlue Internet access service but your speed will be slower. WildBlue may use other traffic management and prioritization tools to help ensure equitable access to the WildBlue network for all customers. Your WildBlue Internet access is not guaranteed and is subject to this FAP.

Based on an analysis of typical customers, we have set a rolling 30-day limit on data usage per customer, called a Usage Threshold. As shown in the table below, this threshold varies based on the service plan you selected. For each service plan, the Usage Thresholds are significantly above the amount of data that is used by a typical customer. Every day, we measure your upload and download data usage ("Actual Usage") to determine if your total Actual Usage, as aggregated over the previous 30 days ("Usage Total"), exceeds the Usage Threshold for the service plan that you selected. At any time, you can see your Usage Total versus your monthly Usage Threshold under the Customer Care section at wildblue.net.

We will notify you via your WildBlue contact email address if your Usage Total reaches 80% or more of the Usage Threshold. If at any time your Usage Total is above the Usage Threshold, your usage has violated the FAP and we will reduce your WildBlue access speeds, typically to 128 kbps in the downstream (from the Internet to you) and 28 kbps in the upstream (from you to the Internet), and you may experience a loss of connectivity during peak usage periods (collectively, "Reduced Access"). Once your speeds have been reduced, you must decrease your usage to bring your Usage Total to 70% or less of the Usage Threshold. Once your Usage Total reaches this level, your access speeds will be restored to the original speed levels by the next day.

If, however, you do not decrease your Usage Total to 70% or less of the Usage Threshold within the next 30 days, this failure will constitute a second FAP violation. If you violate the FAP in each of four consecutive months or in each of five calendar months within any twelve month period – whether by exceeding the monthly Usage Threshold or by remaining in a reduced-speed status -- your use of the service will be limited

to Reduced Access and restricted to Web browsing activities and to sending and receiving e-mail. Again, once you reduce your Usage Total to 70% of your Monthly Usage Threshold, your speeds and access will return to normal.

You are likely to avoid any limitations imposed by the FAP if your use is typical of the majority of Internet users and consists primarily of Web surfing and a reasonable amount of downloading. The table below shows

the monthly Usage Thresholds for each plan. These limits specify the amount of data that you can upload and download before your access speed is reduced. Please note that your Usage Total is far more likely to exceed

the Usage Thresholds below if you use peer-to-peer file sharing programs, you use a webcam or you download full length movies, large quantities of music files, full software applications or similar high-bandwidth activities.

WildBlue Monthly Usage Thresholds

Value Pak Select Pak Pro Pak

Upload Threshold (MB) 1 2,300 3,000 5,000

Download Threshold (MB) 2 7,500 12,000 17,000

1 Upload Threshold is the volume of data that can be uploaded during the previous 30 days before the Fair Access Policy may restrict the user's speeds.

2 Download Threshold is the volume of data that can be downloaded during the previous 30 days before the Fair Access Policy may restrict the user's speeds.

These terms and conditions state important requirements regarding your use of WildBlue's High-speed Internet service and your relationship with WildBlue. You should read them carefully as they contain important information regarding your rights and ours. If you do not agree to these terms and conditions, you may not use the service and, subject to the terms of your Customer Agreement, you must terminate your service immediately.

WildBlue may revise this Fair Access Policy from time to time upon notice by posting a new version of this document on

wildblue.com, wildblue.net or any successor URL(s). All revised copies of the Policy are effective immediately upon posting. Accordingly, customers and users of WildBlue's High-speed Internet service should regularly visit these web sites.

Questions regarding this FAP and complaints of violations of it by WildBlue customers and users can be directed to WildBlue via the "Help" email at wildblue.net.

(Version 1.4. Last Updated: February 28, 2008)