

THIS INTERNET ACCESS AND USER AGREEMENT ("Agreement") is made and entered into as of _____ by and between _____ (Address) and Trinity Communications, a Louisiana Corporation (2511 SugarMill Rd New Iberia, La 70563). In consideration of the covenants and agreements herein contained, Trinity Communications and the Customer,

_____ agrees as follows:

1. **Services.** Trinity Communications shall provide to Customer a high-speed connection to the Internet for lawful uses via Fiber / Wireless network plan which shall be operated seven (7) days per week, twenty-four (24) hours per day (the "Services"), subject to temporary unavailability or interruptions due to service requirements, network maintenance, repair and modification, facility upgrades, acts or omissions outside of Trinity Communications control and *force majeure*.

2. **Payment.** Customer shall pay 160, a one-time set-up charge upon execution of this Agreement. Thereafter, Customer shall pay _____, a monthly fee by the 1st of each month. If the customer chooses to upgrade or downgrade services and a new monthly rate is established, a new agreement of payment will be entered. **Trinity Communications** shall not be responsible for any equipment the customer chooses to personally purchase such as but not limited to router, wireless extenders, wireless security equipment, etc.

Any and all amounts not paid by the identified monthly date outlined above shall adhere to a 4-day grace period. If payment is not received after the 4-day grace period the customer will be subject to immediate service suspension and a 10 dollar late fee until the total monthly fee or an agreed adjusted fee determined by Trinity Communications is paid.

THERE WILL BE NO REFUNDS FOR ANY PORTION OF AN UNUSED MONTHLY,

QUARTERLY, SEMI-ANNUAL OR ANNUAL PAYMENT UPON CANCELLATION OR TERMINATION OF THE SERVICES BY EITHER PARTY FOR ANY REASON.

Customer acknowledges, covenants and agrees that it shall pay all of Trinity Communications' attorney's fees, court costs and expenses of litigation if problems arise enforcing this Agreement or because Customer has failed to pay any amount due hereunder on or before the due date therefore, whether or not litigation is actually commenced.

3. **Term and Termination.** (a) The Term of this Agreement shall commence on the day and year first above written and shall be enforced until either party gives written notice to the other party of their intention to terminate this Agreement, by which this contract shall be valid and enforced until that monthly term of service has been completed. Upon termination all fees must be paid in full.

If it is determined that Customer has used the services fraudulently, unlawfully or abusively, and has failed or refused to cease such fraudulent, unlawful or abusive use within two (2) days after receiving notice thereof to Customer, or at any time after such notice is given, if Customer recommences such fraudulent, unlawful or abusive uses or (iii) Customer's breach of the terms and conditions hereof, and/or those set forth in this agreement, services are subject to immediate termination.

Acceptable Use Policy ("AUP"), incorporated herein by this reference as if fully set forth herein (available at www.gotrinity.net) and failure or refusal to cure any breach of this Agreement and/or AUP (other than as set forth in subparagraph (b)(i) and (b)(ii)) within two (2) days after notice of such breach has been sent by Trinity Communications to Customer. Upon such termination, Customer acknowledges and understands that Trinity Communications shall remove and delete all of Customer's electronically stored data from any devices without further notice or any liability of any kind, nature or description whatsoever to Customer, and Customer hereby expresses to undertake such removal and deletion.

4. **No Archival Services.** Customer acknowledges and understands that Trinity Communications provides only temporary storage of Customer's data and information. Customer acknowledges and agrees that Trinity Communications shall have no responsibility for failure to backup, or loss of, any of Customer's data or information. Customer warrants, represents, covenants and agrees that it shall be solely and completely responsible for providing any archival history services with respect to its data and information, whether created by Customer or a third party.

5. **Force Majeure.** Neither party to this Agreement shall be held liable for failure to comply with any of the terms of this Agreement to the extent such failure is caused by fire, labor dispute, strike, war, insurrection, terrorist action, government restriction, act of God, or other force majeure beyond the control and without fault on the part of the party involved. The foregoing shall not apply to the payment of fees by Customer described in paragraph 2 hereof.

6. **Headings.** The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting

this Agreement. All references in this Agreement to paragraphs or attachments shall, unless otherwise provided, refer to paragraphs hereof or attachments hereto, all of which are incorporated herein by this reference. In the event of a conflict between an exhibit and the body of this Agreement, the body of this Agreement shall prevail.

7. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective legal and personal representatives, voluntary and involuntary successors and permitted assigns.

8. **Entire Agreement; Waiver; Modification.** This Agreement, together with all schedules hereto, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. No delay or failure by Trinity Communications to exercise or enforce at any time any right or provision of this agreement will be considered a waiver of rights thereafter to exercise or enforce each and every right and provision of this Agreement. No single waiver will constitute a continuing or subsequent waiver. No waiver, modification or amendment of any provision of this Agreement will be effective unless it is in writing and signed by all of the parties hereto, but it need not be supported by consideration in order to be effective.

9. **Nature of Relationship.** The parties acknowledge that they are independent contractors and that nothing in this Agreement shall be construed to create a partnership, joint venture, franchise, employer/employee or other similar arrangements between the parties. Neither party has the authority to enter into any agreement, or make any warranty or representation, on behalf of the other party.

10. **Counterparts.** This Agreement may be executed contemporaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. **Third Party Rights or Benefits; Assignment.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right to subrogation or action against any party to this agreement. Customer shall not assign any of its rights, duties or obligations hereunder without the prior written consent of Trinity Communications which may be withheld for any reason, and any attempted assignment or delegation without such consent will be void. Trinity Communications shall have the right to assign any or all of its rights, duties and obligations hereunder without consent from any party, and shall give fifteen (15) days prior written notice thereof to Customer.

12. **Notices.** All notices or service request are required or permitted to be given under this Agreement shall be in writing and delivered: (a) by hand, (b) by reputable courier service, (c) by facsimile, provided the sender possesses a written receipt reflecting a successful transmission of the notice to the recipient, and (d) by email.

All service request are required to be made through <http://gotrinity.net/> website. No service request shall be made or honored through text messages.

13. **Severability.** If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. The parties further agree that any such invalid or unenforceable provisions shall be deemed replaced with valid and enforceable provisions that achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

14. **Survivability.** The provisions that by their terms survive, all payment obligations and the provisions contained in paragraphs 4 through 8 shall survive expiration or termination of this Agreement.

19. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, exclusive of its conflict of law provisions. The parties hereto expressly agree, consent to and designate the jurisdiction and venue of the United States Federal District Court, State of Louisiana and/or the Iberia Parish Circuit Court, as the case may be, as the sites for any dispute, controversy or claim arising out of or in connection with this Agreement, or breach or alleged breach hereof.

20. **Customer Representations and Warranties.** Customer represents and warrants to Trinity Communications that Customer has the full right, power and authority to enter into this Agreement. Customer is not a party to any agreement or understanding which would conflict with this Agreement or the rights granted, or duties, obligations and responsibilities undertaken, herein. This Agreement, when executed and delivered by Customer, shall constitute the valid and binding obligation of Customer, enforceable in accordance with its terms.

“Trinity Communications .”

Signature: _____

Name: _____

Title: _____

Address: 2511 Sugar Mill Rd

New Iberia, LA

Telephone Number: 337-380-5874

“CUSTOMER”

Signature: _____

Printed Name: _____

Title If Business: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____