

MILE HIGH NETWORKS LLC — MASTER SERVICES AGREEMENT

Revised: March 2026

This Master Services Agreement ("MSA" or "Agreement"), by and between Mile High Networks LLC ("Mile High Networks," "we," "us," or "our") and the individual or entity subscribing to the Services ("Customer," "you," or "your"), sets forth the terms and conditions under which Mile High Networks will provide its Standard Internet Access Service, Dedicated Internet Access Service, and related services and components (collectively, the "Services").

This Agreement governs both residential and commercial Customers. "Affiliate" means an entity that controls, is controlled by, or is under common control with Mile High Networks.

By using the Services, Customer agrees to be bound by this Agreement and all documents incorporated by reference, including the Mile High Networks Privacy Policy, DMCA Copyright Infringement Policy, and Acceptable Use Policy ("AUP"), each as amended from time to time. Premium Dedicated Internet Access ("DIA") Service Customers are also subject to a separate written proposal ("DIA Proposal"), which is incorporated by reference.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT REQUIRES THE USE OF BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND LIMITS THE REMEDIES AVAILABLE TO CUSTOMER. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES.

Mile High Networks may update this Agreement at any time by posting the revised version on our website at milehighnetworks.net and notifying Customer in accordance with Section 17. Customer's continued use of the Services constitutes acceptance of the then-current Agreement.

1. General Overview

This Agreement governs the following services. Details are available at milehighnetworks.net:

- **Standard Internet Access Service** — broadband Internet access for residential and commercial Customers
- **Dedicated Internet Access Service ("DIA Service")** — premium broadband access for high-volume commercial, government, and institutional Customers. Contact sales@milehighnetworks.net for details
- **Mile High Networks Equipment** — leased equipment including point-to-point systems
- **Protection Plans** — optional equipment and service protection plans (see Section 3)
- **Customer Technical Support** — repair and technical support services

2. Equipment

Specific terms governing DIA Service Customers' equipment are set forth in the DIA Proposal. This Section governs Standard Internet Access Service Customers:

(a) Customer Equipment

Customer must have a personal computer or compatible device to use the Services. Mile High Networks has no responsibility for the operation, support, maintenance, or repair of any third-party equipment, software, or

services that Customer uses in connection with the Services. Customer shall direct questions about third-party hardware or software to the manufacturer.

Customer shall not alter, modify, or tamper with Mile High Networks Equipment or the Services, or permit any unauthorized person to do so. Customer shall not connect any equipment to the Mile High Networks network that may cause damage or interference.

Mile High Networks may, at its discretion and with Customer's authorization, perform updates or changes to Customer's equipment on-site or remotely as Mile High Networks deems necessary.

(b) Mile High Networks Equipment

Mile High Networks Equipment is and shall remain the property of Mile High Networks. Upon termination of the Services for any reason, Customer shall return all Mile High Networks Equipment within **ten (10) calendar days** in accordance with Mile High Networks' then-current return procedures. If Customer fails to return the equipment or returns it in a damaged or inoperable condition, Customer will pay an **Equipment Non-Return Fee of \$500** per item.

Customer agrees that the Mile High Networks Equipment was installed at a location and in a manner authorized by Customer.

(c) Power Requirements

Customer must provide continuous electrical power to Mile High Networks Equipment at all times, including when the Services are not in active use. Failure to maintain power may result in damage to the equipment, Customer's devices, or Customer's premises, for which Customer will be solely responsible.

(d) Equipment Warranty and Repairs

Mile High Networks provides a **one-year limited warranty** against defects in materials or workmanship in Mile High Networks Equipment that are covered by the manufacturer's warranty. During this period, if a problem arises that is not caused by Customer's actions or inaction and cannot be resolved by phone or on-site adjustment, Mile High Networks will repair or replace the equipment at no charge to Customer.

This warranty excludes damage caused by:

- Acts of nature (including lightning, storms, and flooding)
- Misuse, neglect, or tampering
- Water damage
- Customer's failure to maintain power per Section 2(c)

After the one-year warranty period, Customer is responsible for all equipment repair and replacement costs, unless Customer has purchased a Protection Plan (see Section 3).

(e) Equipment Upgrades

Mile High Networks may determine that equipment upgrades or replacements are necessary to maintain service quality. In such cases, Customer may be required to pay the then-applicable Equipment Upgrade Fee. Mile High Networks will notify Customer of any such fees before performing the upgrade.

(f) Data Backup

Customer is solely responsible for backing up all data on Customer's computers, devices, and networks before any Mile High Networks service visit. Mile High Networks shall have no liability for any loss, disclosure,

alteration, or corruption of data.

3. Protection Plans

Mile High Networks offers optional Protection Plans that provide additional coverage for Mile High Networks Equipment and service. Protection Plans are available at an additional monthly fee and may include:

- **Equipment Coverage:** Repair or replacement of Mile High Networks Equipment for manufacturer defects and accidental damage at no additional cost to Customer
- **Service Call Coverage:** No charge for on-site service calls related to covered equipment issues
- **Priority Response (select plans):** Mile High Networks will use commercially reasonable efforts to dispatch a technician to Customer's location within 24-48 hours for covered issues

Protection Plan terms, coverage levels, and pricing are described on our website at milehighnetworks.net or available by contacting sales@milehighnetworks.net. Protection Plans do not cover damage caused by Customer's intentional misuse, unauthorized modification of equipment, or events excluded under the equipment warranty in Section 2(d).

4. Access to Customer's Premises

Customer grants Mile High Networks and its employees, contractors, and agents the right to enter Customer's property for the purpose of installing, operating, maintaining, or retrieving Mile High Networks Equipment, or fulfilling its obligations under this Agreement. Mile High Networks will provide reasonable advance notice of planned access, except in emergencies or other circumstances requiring immediate attention.

5. Customer Representations and Responsibilities

(a) Authority

Individual Customers represent they are at least 18 years of age. Commercial Customers represent that the person executing this Agreement has authority to bind the entity.

(b) Personal Use and Non-Redistribution

The Services are personal to Customer. Customer may not assign, transfer, resell, or sublicense the Services unless specifically permitted by this Agreement.

- **Residential Customers:** The Services may be used only by Customer and members of Customer's immediate household at the same address. Customer shall not redistribute or share the Services over an unsecured wireless or other network
- **Commercial Customers:** The Services may be used only by Customer and authorized members of Customer's business at the same address. Commercial Customers may designate an authorized user ("Authorized User") who may access account information and make certain account changes. Commercial Customers are solely liable for any actions by Authorized Users

(c) Lawful Use

Customer shall not use the Services in any manner that infringes intellectual property rights, violates any law, is harmful, fraudulent, threatening, abusive, defamatory, obscene, or that impersonates any person or transmits malicious code.

(d) Accurate Information

Customer represents that all personal and account information provided to Mile High Networks is accurate, complete, and current, and agrees to promptly notify Mile High Networks of any changes. Failure to maintain accurate information constitutes a breach of this Agreement.

(e) Account Security

Customer is responsible for all use of the Services through Customer's account, whether authorized or unauthorized. Customer shall take reasonable measures to prevent unauthorized access, including maintaining password security and installing appropriate security software, firewalls, and operating system updates.

(f) Compliance with Law

Customer is responsible for ensuring that installation and use of the Services complies with all applicable laws, building codes, zoning ordinances, HOA rules, and other restrictions, and for obtaining any necessary permits.

6. Passwords and Account Security

- Residential accounts are for individual use only; passwords shall not be shared
 - Commercial accounts shall restrict password access to authorized personnel
 - Mile High Networks may monitor password security and require changes to insecure passwords
 - Continued failure to maintain password security may be grounds for account termination
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7. The Services and Privacy

(a) Privacy Policy

Mile High Networks has established a Privacy Policy governing the collection, use, disclosure, and security of Customer's personal information. The Privacy Policy is incorporated by reference into this Agreement. Mile High Networks may update the Privacy Policy at any time; continued use of the Services after notice constitutes acceptance.

(b) Monitoring

Mile High Networks does not routinely monitor Customer activity. However, Mile High Networks reserves the right to monitor the Services and any information transmitted through the Services, and to remove, restrict, or disable access to any content on Mile High Networks servers, at any time and without notice. Mile High Networks may review, retain, or disclose information about Customer or Customer's use of the Services as necessary to comply with applicable law or as Mile High Networks deems appropriate in its sole discretion.

(c) Investigations

Mile High Networks reserves the right to investigate suspected violations of this Agreement. During an investigation, Mile High Networks may suspend the account(s) involved and remove related content. If a violation is confirmed, Mile High Networks may take action including warnings, content removal, or account suspension or termination.

8. Acceptable Use

"Acceptable Use" means the normal activities associated with using the Internet, including web browsing, email, and other standard Internet features, in compliance with this Agreement, the AUP, and all applicable laws.

9. Prohibited Activities

Internet Service activities specifically prohibited include but are not limited to:

(a) Server-Type Applications. Unauthorized background processes including IRC bots, malware bots, spam bots, and unauthorized web servers. FCC-authorized smart home systems and IoT devices are excluded.

(b) Network Security Violations. Packet sniffers, password cracking tools, and similar utilities, as well as attempts to compromise any system or network.

(c) Account Sharing. Sharing the Services with another party to avoid paying for a separate account. Customer may connect multiple devices within a single location through a single Mile High Networks-issued IP address.

(d) Commercial Use on Residential Accounts. Residential accounts are not designed for commercial activity. Customers conducting business should upgrade to a Commercial account by contacting sales@milehighnetworks.net.

(e) Email Abuse. Sending unsolicited email in violation of the CAN-SPAM Act, sending harassing or threatening messages, and forging email headers or addresses.

(f) Pyramid and Money-Making Schemes. Solicitation or transfer of information to extort money or valuables, and pyramid or chain letters.

10. Open Internet and Network Management

Mile High Networks is committed to providing an open Internet experience. We do not block lawful content, throttle lawful Internet traffic based on content, or engage in paid prioritization.

However, Mile High Networks may employ reasonable network management practices to ensure service quality for all Customers, including:

- Detecting and mitigating malicious traffic (viruses, DDoS attacks, spam)
- Managing congestion during peak usage periods
- Limiting the bandwidth available for specific protocols (such as peer-to-peer) when necessary to prevent degradation of service for other Customers
- Limiting the number of simultaneous peer-to-peer sessions
- Using traffic management technology, including packet-reset technology, which may affect the speed of certain file transfers

Mile High Networks may install additional equipment at Customer's premises for network redundancy or efficiency. Such equipment is considered Mile High Networks Equipment under this Agreement. Mile High Networks may use its equipment to provide Services to others while maintaining separation of Customer's traffic and network.

11. Digital Millennium Copyright Act

Mile High Networks complies with the DMCA. When we receive a valid infringement notice, we will notify Customer and provide a copy of the notice to the extent permitted by law. Mile High Networks enforces a repeat infringer policy as described in the DMCA Copyright Infringement Policy. Service may be terminated for any Customer receiving **six (6) or more** DMCA notices within a twelve-month period. Mile High Networks may assess a DMCA Administrative Fee for processing each complaint after the second notice.

12. Penalties for Violations

(a) Violations of the prohibited activities in Section 9 and the AUP are subject to immediate account termination and any applicable civil and criminal penalties. Typically, Customer will receive a warning on the first offense; however, severe offenses may result in immediate account termination at Mile High Networks' sole discretion. Accounts terminated for abuse will not be reopened.

(b) Mile High Networks will not reimburse Customer when Services have been suspended or terminated due to violations of this Agreement.

(c) If Services are disconnected for non-payment, Mile High Networks is not obligated to reconnect Customer.

13. Software Licenses and Third-Party Services

(a) Mile High Networks may provide software for use in connection with the Services ("Software"). Such Software may be subject to an additional fee and to an end-user license agreement ("EULA") from Mile High Networks or a third party. Customer may not use Software accompanied by a EULA until Customer agrees to its terms.

(b) For Software not accompanied by a EULA, Customer is granted a revocable, non-exclusive, non-transferable license to use the Software solely in connection with the Services. Customer may not copy, decompile, reverse-engineer, disassemble, modify, sublicense, or distribute the Software. All intellectual property rights in the Software remain with Mile High Networks or its licensors.

14. Payment Obligations

Payment obligations for DIA Service Customers are set forth in the DIA Proposal. For Standard Internet Access Customers:

(a) Customer agrees to pay the applicable Monthly Service Fee in advance, on or before the first day of each billing cycle. The full Monthly Fee is due for any partial month of service.

(b) If Customer's account has past-due amounts or Customer violates this Agreement, Mile High Networks may suspend the Services and/or terminate this Agreement without prior notice. Mile High Networks will not be liable for any damages resulting from such suspension or termination.

(c) Customer agrees to pay a Reinstallation Charge when transferring service to a new physical location.

(d) Customer agrees to pay all applicable federal, state, and local taxes and fees.

(e) By entering into this Agreement, Customer authorizes Mile High Networks to automatically charge Customer's designated payment method each billing cycle for all applicable fees, charges, taxes, and any termination-related charges. Customer may revoke automatic payment authorization by contacting Mile High Networks in writing or by telephone.

15. Disclaimer of Warranties

THE SERVICES AND MILE HIGH NETWORKS EQUIPMENT ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.

Mile High Networks does not warrant that:

1. The Services will be uninterrupted, timely, or secure
2. The Services will meet Customer's requirements
3. The Services will be error-free or free from viruses, malware, or other harmful components
4. Data transmitted via the Services will be uncorrupted or free from unauthorized access
5. Any particular speed, bandwidth, or throughput will be available to Customer

Service availability and speed may vary based on Customer's equipment, location, terrain, foliage, Internet traffic, network capacity, and other factors beyond Mile High Networks' control.

16. Limitation of Liability

(a) Statute of Limitations. Customer must bring any claim within **one (1) year** of when the claim arises.

(b) Liability Cap. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF MILE HIGH NETWORKS AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT EXCEED **ONE HUNDRED DOLLARS (\$100.00)** FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT.

(c) Exclusion of Damages. MILE HIGH NETWORKS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DATA LOSS, LOSS OF PROFITS, COST OF SUBSTITUTE SERVICES, THIRD-PARTY FEES (INCLUDING BANKING OR OVERDRAFT FEES), OR DAMAGES ARISING FROM SECURITY BREACHES, REGARDLESS OF THE THEORY OF LIABILITY.

(d) Spam Damages. If Customer transmits or is connected with the transmission of spam, Mile High Networks is entitled to actual damages or, if actual damages cannot be reasonably calculated, liquidated damages of five dollars (\$5.00) per message.

(e) Survival. This Section survives termination or expiration of this Agreement.

17. Binding Arbitration

(a) Agreement to Arbitrate. CUSTOMER AND MILE HIGH NETWORKS AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES. This includes claims based in contract, tort, statute, fraud, or any other legal theory, and claims that arose before this Agreement. **BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND MILE HIGH NETWORKS EACH WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.**

(b) Arbitration Notice. Before initiating arbitration, the complaining party must send a written Arbitration Notice by certified mail to the other party describing the claim and the specific relief sought. If the parties do not resolve the claim within **sixty (60) days** after receipt of the notice, either party may commence arbitration.

- **To Mile High Networks:** Mile High Networks LLC, 8196 E Valley Road, Prescott Valley, AZ 86314
- **To Customer:** Customer's then-current billing address

(c) Arbitration Procedures. Arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. Unless otherwise agreed, hearings shall take place in Yavapai County, Arizona. The arbitrator shall issue a reasoned written decision.

(d) Costs. Each party shall bear its own attorneys' fees and costs. Filing fees and arbitrator compensation shall be allocated in accordance with the AAA Rules. If Customer demonstrates financial hardship, Mile High Networks will consider advancing Customer's share of arbitration costs upon request.

(e) Individual Claims Only. Customer and Mile High Networks may bring claims only in their individual capacity. The arbitrator may not consolidate claims or preside over any class or representative proceeding.

(f) Changes to Arbitration Provision. If Mile High Networks makes any future change to this arbitration provision (other than a change of notice address), Customer may reject the change by sending written notice to Mile High Networks within 30 days.

18. Indemnification

Customer agrees to indemnify, defend, and hold harmless Mile High Networks and its Affiliates, officers, directors, employees, agents, and contractors from and against all losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from Customer's use of the Services or violation of this Agreement, including third-party intellectual property claims and claims resulting from Customer's negligence.

19. Termination

(a) Customer-Initiated Termination. Customer may terminate the Services at any time by providing written notice to Mile High Networks at least **ten (10) business days** before the desired termination date. Notice may be sent by mail to the address in Section 21 or by email to support@milehighnetworks.net. The full Monthly Fee is due for any partial month in which service is provided. Upon termination, Customer must return all Mile High Networks Equipment or pay the Equipment Non-Return Fee.

(b) Mile High Networks-Initiated Termination. Mile High Networks may suspend, disconnect, or terminate the Services at any time without prior notice if Customer has: (i) failed to pay when due, (ii) threatened or harassed any Mile High Networks employee or contractor, or (iii) violated any provision of this Agreement.

(c) Effect of Termination. No refund of fees shall be granted upon suspension, disconnection, or termination. Mile High Networks is not responsible for returning data stored on its servers and has no obligation to visit Customer's premises to reconfigure equipment.

(d) Discontinuation of Services. Mile High Networks may cease offering the Services or any feature at any time without notice.

(e) Survival. Sections 2, 3, 5, 7, 10, 15, 16, 17, 18, 19, and 20 survive termination or expiration of this Agreement.

20. General Provisions

(a) Entire Agreement. This Agreement, including all documents incorporated by reference, constitutes the entire agreement between the parties regarding the Services and supersedes all prior understandings.

(b) Third-Party Beneficiaries. Mile High Networks' Affiliates, service providers, agents, and licensors are intended beneficiaries of this Agreement. No other third-party rights are created.

(c) No Agency. No agency, partnership, joint venture, or employment relationship is created by this Agreement.

(d) Force Majeure. Mile High Networks shall not be liable for failure to perform due to causes beyond its reasonable control, including mechanical, electronic, or communications failures.

(e) Governing Law. This Agreement shall be governed by the laws of the **State of Arizona**, without regard to conflicts of law provisions. Subject to the arbitration provision, Customer consents to the exclusive jurisdiction of the federal and state courts located in Arizona.

(f) Severability and Waiver. If any provision is found invalid or unenforceable, the remaining provisions remain in full force. Mile High Networks' failure to enforce any provision is not a waiver.

(g) Amendments. Mile High Networks may amend this Agreement at any time by posting the revised version on milehighnetworks.net and notifying Customer by email, U.S. mail, or website announcement. Continued use after notice constitutes acceptance.

(h) Assignment. Customer may not assign this Agreement without Mile High Networks' prior written consent. Mile High Networks may assign this Agreement at any time without notice to Customer.

21. Notices

- **To Customer:** By email to Customer's account email address, by first-class mail to Customer's billing address, or by posting to milehighnetworks.net. Email notices are effective upon transmission. Mail notices are effective three (3) business days after dispatch or upon actual receipt, whichever is earlier.
 - **To Mile High Networks:** By first-class mail to Mile High Networks LLC, 8196 E Valley Road, Prescott Valley, AZ 86314, effective upon receipt.
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22. Acceptance

By maintaining a current paid subscription to the Services, Customer accepts the terms of this Agreement. If Customer does not agree, Customer should cease use of the Services and cancel by calling (928) 493-4420 or emailing support@milehighnetworks.net.