

Mile High Networks Master Services Agreement

Revised February 2025

This Master Services Agreement (“Service Agreement” or “MSA”), consisting of these terms and conditions and all other documents referenced herein by and between Mile High Networks LLC, (“Mile High Networks,”) and the individual or entity to which this Agreement is attached (“Customer,” “you,” or “your”), sets forth the terms and conditions under which Mile High Networks will make available its Standard Internet Access Service, Dedicated Internet Access Service and related services and components (collectively, the “Service”). This Service 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 Service, Customers agree to be bound by the terms of this Service Agreement and all documents incorporated by reference herein, including without limitation Mile High Networks Privacy Policy, DMCA Copyright Infringement Notification Policy, Acceptable Use Policy, and Additional Terms (terms and conditions that will govern a new service offering) as each may be amended from time to time. If there is a conflict between this Service Agreement and any Additional Terms, the Additional Terms shall govern. Premium Dedicated Internet Access (“DIA”) Service Customers are also subject to a separate written proposal that details their customized service (“DIA Proposal”), which is also incorporated by reference into this MSA.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT CUSTOMER UNDERSTANDS EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO CUSTOMER IN THE EVENT OF A DISPUTE.

THIS SERVICE AGREEMENT INCLUDES MANY IMPORTANT TERMS, INCLUDING WARNINGS THAT YOU MAY BE UNABLE TO USE TELEPHONY SERVICE FOR 911 OR OTHER EMERGENCY CALLS UNDER CERTAIN CIRCUMSTANCES, AND LIMITS AND DISCLAIMERS ON MILE HIGH NETWORKS LIABILITY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

Mile High Networks regularly updates and amends this Service Agreement, the Privacy Policy, DMCA Copyright Infringement Notification Policy, and other documents incorporated by reference in this Service Agreement. Mile High Networks will

communicate any such updates or amendments to Customer in accordance with Section 19. Customer may obtain, at no charge, a copy of the current Service Agreement or any documents incorporated by reference herein by visiting Mile High Networks website or by contacting Mile High Networks.

1. **GENERAL OVERVIEW.** This Service Agreement governs the following components and services defined under Mile High Networks Service. Customer may customize Customer's residential or commercial service(s) based on Customer's needs: Details about the following can be found on Mile High Networks website at milehighnetworks.net.
 - . Standard Internet access service – Internet broadband access service for residential and commercial customers.
 - . Dedicated Internet Service ("DIA Service") – Premium Internet broadband access service for high-volume commercial/government/institutional Customers. Contact sales@milehighnetworks.net for more information.
 - . Mile High Networks Equipment – leased equipment (point to point systems). Contact sales@milehighnetworks.net for more information.
 - . Customer technical/repair support, including support technicians.
2. **EQUIPMENT AND REQUIREMENTS FOR PROVISION OF THE SERVICE.** Specific terms and conditions that govern a DIA Service Customer's use of their own equipment or Mile High Networks Equipment are set forth in the DIA Proposal. The section only governs Standard Internet Access Service Customers:
 - . Customer Equipment. To use the Service, the Customer must have a personal computer or other devices although Mile High Networks is under no obligation to do so, Mile High Networks may, and Customer authorizes Mile High Networks to, perform any updates and/or changes to Customer's equipment, on-site or remotely, from time to time as Mile High Networks deems necessary, in Mile High Networks sole discretion. Customers will direct any questions concerning third-party hardware or software to the manufacturer. Mile High Networks has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that Customer elect to use in connection with the Services. As set forth below and in the Open Internet Policy, Customer is not permitted to connect any harmful equipment to the Mile High Networks Equipment (as defined below). Customer understands that failure to comply with this

restriction may cause damage to the Mile High Networks Networks and subject Customer to liability for damages and/or other liability. Customer understands, acknowledges and agrees to not alter, modify or tamper with the Mile High Networks Equipment or the Service, or to permit, encourage or solicit any other person to do the same unless such person has been authorized to do so by Mile High Networks.

- . Mile High Networks Equipment. The customer agrees that the Mile High Networks Equipment was installed at a location and in a manner authorized by the Customer. The Mile High Networks Equipment is and shall remain the property of Mile High Networks, and will be provided to the Customer under the terms set forth in this agreement. At such time as Customer or Mile High Networks terminate the Service, Customer will return the Mile High Networks Equipment to Mile High Networks within ten (10) calendar days, and in accordance with Mile High Networks then-current return procedures. In the event that Customer has not returned the Mile High Networks Equipment as set forth in the previous sentence, or in the event that the Mile High Networks Equipment is damaged or otherwise inoperable, Customer will pay each applicable "Equipment Non-Return Fee" of \$500.
- . Customer's Obligation to Maintain Power to Mile High Networks Equipment. Customer understands and agrees that: (i) Customer must provide electrical power and a continuous connection to the power grid to Mile High Networks Equipment at all times (including, without limitation, when Customer is not using the Service), and (ii) Customer's failure to provide such power and continuous connection may result in damage to the Mile High Networks Equipment or to Customer's computer, equipment, property or premises, for which damage Customer will be solely responsible.
- . Replacement and Upgrade of Mile High Networks Equipment (i) Mile High Networks will repair, replace, or otherwise upgrade any Mile High Networks Equipment that, as determined by Mile High Networks in its sole discretion, needs to be installed, replaced or otherwise upgraded. Notwithstanding the foregoing, Customer will be solely liable for, and Mile High Networks shall have no obligation to repair,

replace or otherwise upgrade, any Mile High Networks Equipment that has been, in Mile High Networks sole discretion, damaged or otherwise requires repair, replacement or upgrade as a result of damage or disruption caused by misuse or neglect or otherwise caused by Customer, including, without limitation, damage or disruption caused by Customer's failure to comply with Section 2(e) herein or by Customer's failure to comply with the last sentence of Section 2(a) herein. (ii) Mile High Networks provides a limited warranty against any defect in materials or workmanship in the Mile High Networks Equipment that is warranted by the manufacturer of such Mile High Networks Equipment. During this one-year period, in the event there is a problem with the Mile High Networks Equipment that is, as determined by Mile High Networks in its sole discretion, not a result of action or inaction on the part of Customer, that cannot be corrected either over the telephone or on-site, Mile High Networks will, as its sole obligation and Customer's sole remedy for such problem, repair or replace such Mile High Networks Equipment at Mile High Networks expense. Customer understands, acknowledges and agrees that this warranty expressly excludes defects in the Mile High Networks Equipment caused by acts of nature (such as, but not limited to, lightning damage), damage from misuse or neglect, water damage, damage caused by Customer's failure to comply with Section 2(e) herein or damage or other disruption caused by Customer's failure to comply with the last sentence of Section 2(a) herein. After such one-year period, Customer will be solely liable for any and all damage to any Mile High Networks Equipment. (iii) Customer understands, acknowledges and agrees that Mile High Networks ability to provide an appropriate quality of Service to Customer and the other customers on the Mile High Networks Networks may from time to time require upgrades or replacement of the Mile High Networks Equipment, and Customer will be obligated to pay the then-applicable "Equipment Upgrade Fee" as established by Mile High Networks from time to time, at such time as Mile High Networks determines, in its sole discretion, that the Mile High Networks Equipment may need to be upgraded or replaced to deliver higher levels of service.

. Customer understands, acknowledges and agrees that prior to Mile High Networks servicing any Customer equipment or Mile High Networks Equipment with Customer, it is Customer's responsibility to (i) back-up the data, software, information or other files stored on Customer's device or other media from Customer's equipment. Customer agrees that whether or not Customer requests back-up services from Mile High Networks and/or its Operational Service Provider, neither Mile High Networks nor its Operational Service Provider(s) shall be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, or other media. An Operational Service Provider is a third party owned company that provides or performs services on Mile High Networks behalf, to help serve Customers better, or to perform internal functions that support Mile High Networks Service and operations.

3. **ACCESS TO CUSTOMER'S PREMISES.** Customer hereby grants Mile High Networks and its Affiliates, and their respective employees, contractors, representatives and agents the right to enter Customer's property and premises at any time for the purpose of operating or maintaining the Mile High Networks Equipment or the Mile High Networks Networks, retrieving Mile High Networks Equipment or fulfilling its obligations or exercising its rights under this Agreement. Mile High Networks shall provide Customer with reasonable advance notice of any such planned access, except when, in the reasonable opinion of Mile High Networks, an emergency or other exigent circumstance exists that would require Mile High Networks to immediately enter Customer's property and premises.

4. **CUSTOMER'S REPRESENTATIONS, RESPONSIBILITIES AND WARRANTIES.**

- . If Customer is an individual, Customer represents and warrants that he or she is at least 18 years of age and has legal authority to execute this Agreement. If Customer is a commercial entity, the individual executing this Agreement represents and warrants he or she has legal authority to execute this Service Agreement on behalf of Customer.
- . Customer agrees that the Service is personal to Customer and agrees not to assign, transfer, resell or sublicense Customer's rights under this Agreement unless specifically permitted by the terms of this Agreement. For residential Customers, Customer agrees that the Service and the Mile High Networks

Equipment shall be used only by Customer and by members of Customer's immediate household living with Customer at the same address, and Customer will not redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured. For commercial Customers, Customer agrees that the Service and the Mile High Networks Equipment shall be used only by Customer and by authorized members of Customer's business located at the same address, and Customer will not redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured. Customer acknowledges that Customer is executing this Service Agreement on behalf of all persons who use the Service by means of the Mile High Networks Equipment. Customer agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement and any other documents incorporated by reference in this Service Agreement, whether such breach results from Customer's use of the Service or by another person using Customer's equipment or the Mile High Networks Equipment.

- . Customer represents and warrants that Customer will not use the Service in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any local, state or federal statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity, including without limitation any officer, employee, agent or representative of Mile High Networks or its Affiliates; or (v) transmits any virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program. Mile High Networks reserves the right to suspend Customer's access the Service at any time upon receipt of claims or allegations from third parties or authorities or if Mile High Networks is concerned that Customer may have breached this Service Agreement. Customer (and not Mile High Networks or its Affiliates, Operational Service Providers) remains solely responsible for Customer's use of the Service and any material transmitted through the Service, and Customer warrants that Customer possess all rights necessary to transmit such material.

- . Customer represents and warrants that the personal identifiable information (“Personal Information”) Customer provided and will provide to Mile High Networks during the term of this Service Agreement, including without limitation Customer’s legal name, email address for communications with Mile High Networks (such email address, as the same may be modified from time to time by Customer upon notice to Mile High Networks, the “Account Email Address”), Service address, billing address, telephone number(s), and payment data (including without limitation information provided when authorizing Automated Clearing House payments or other recurring payments) and Non-Personal Information, such as but not limited to the number of computers on which the Service is being accessed (all such information, collectively, the “Customer Information” for purpose of this Service Agreement is accurate, complete and current. (In the Privacy Policy, Non-Personal Information may also be classified as Personal Information if it is directly associated with or reasonably linked to Customer’s account, computer or device.) Customer agrees to promptly notify Mile High Networks, in accordance with the terms of this Service Agreement, upon the occurrence of any change in the status of Customer’s account (including, without limitation, the creation or removal of an Authorized User (as defined below)) or if there is any change in the Customer Information. Customer’s failure to provide and maintain accurate Customer Information with Mile High Networks constitutes a breach of this Service Agreement.
- . Customer agrees that Customer is responsible for anyone using the Mile High Networks Equipment, Customer’s computer system, password, name or Customer name in connection with the Service (with or without Customer’s knowledge or consent) and for ensuring that anyone who uses the Service through the Mile High Networks Equipment, Customer’s equipment or access to the Service, does so in accordance with the terms and conditions of this Service Agreement. Customer agrees to take all reasonable measures necessary to ensure that the Service is not used by another person without Customer’s consent. Customer understands, acknowledges and agrees that Customer is responsible for all use of the Service and Customer’s account whether Customer or someone else uses Customer’s account (with or without Customer’s permission).

- . Customer is responsible for procuring and installing patches, any and all antivirus and firewall software/hardware and operating system patches, updates or supplements that may be necessary for (i) the protection and maximum functionality of Customer's computer and related equipment and the Mile High Networks Equipment and (ii) the protection of the Mile High Networks Networks and other customers. For purposes of clarification, Mile High Networks and its Affiliates hereby disclaim any and all responsibility and liability for any damages that may arise from Customer's failure to procure or install the aforementioned security or other software and/or hardware and Customer agree that Mile High Networks, its Affiliates and Operational Service Providers shall have no liability for Customer's failure to do the same.
- . Customer represents that there are no legal, contractual or similar restrictions on the installation of the Mile High Networks Equipment in the location(s) and in the manner authorized by Customer. Customer is responsible for ensuring compliance with all regulations, applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions or other restrictions related to the installation of the Mile High Networks Equipment and Service, for paying any fees or other charges and obtaining any permits or authorizations necessary for the installation of the Mile High Networks Equipment and/or provision of the Service (collectively, "Legal Requirements"). Customer is solely responsible for any fines or similar charges for violation of any applicable Legal Requirements.
- . Customer is responsible for backing up the data on Customer's computer(s) and network(s) and understands, acknowledges and agrees that Mile High Networks, its Affiliates and Operational Service Providers shall have no liability whatsoever for any loss of data.
- . Customer agrees to comply with the following terms and conditions for the use of Service: (i) Service is provided for use in conformance with this Service Agreement. Mile High Networks reserves the right to investigate suspected violations of the Service Agreement. When Mile High Networks becomes aware of possible violations, Mile High Networks may initiate investigation which may include gathering information from Customer(s) involved and the complaining party, if any, and examination of Customers Material on Mile High Networks servers. Customers Material collectively includes, but is not limited to, any software, computer programs, applications, data,

photographs, video and/or audio content, text, files, and other information, including emails, address book and web storage content. (ii) During an investigation, Mile High Networks may suspend the account or accounts involved and/or remove Customers Material involved from its servers. If Mile High Networks believes a violation of this Service Agreement has occurred, it may take responsive action at its sole discretion. Such action may include, but is not limited to, temporary or permanent removal of Customer Material from Mile High Networks servers, warnings to Customer(s) responsible, and the suspension or termination of the account or accounts responsible. Mile High Networks, at its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this Service Agreement could also subject the Customer to criminal or civil liability.

. Customer agrees to comply with the following terms for the use of "Customer Material," which collectively includes without limitation any lawful or unlawful software, computer programs, applications, data, photographs, video and/or audio content, text, files, and other information, including emails, address book and web storage content – anything installed by Subscriber on Mile High Networks servers not provided by Mile High Networks: (i) Only lawful content in the public domain (e.g., images, video, audio, text, data, and programs) or content subject to the approval of the copyright owner may be downloaded or uploaded using the Service. Customer may re-distribute content in the public domain. Customer assumes all risks regarding the determination of whether content is in the public domain or is lawful. (ii) Customer is prohibited from storing, distributing, or transmitting any unlawful content through the Service. Examples of unlawful content include but are not limited to direct threats of physical harm, obscenity, child pornography and copyrighted, trademarked and other proprietary material used without proper authorization. Customer may not post, upload or otherwise distribute copyrighted content without the consent of the copyright holder. The storage, distribution, or transmission of unlawful content could subject Customer to criminal as well as civil liability, in addition to the actions outlined in Section 3(i) herein. (iii) Customer may not store or distribute certain other types of material on Mile High Networks servers. Examples of prohibited material include, but are not limited to software, applications and programs containing viruses, trojans and other tools or technology that would compromise the security of Mile

High Networks or others. (iv) Customer represents and warrants that when Customer transmits, uploads, posts, or submits any Customer Material using the Service, Customer has the legal right to do so and that Customer's use of such Customer Material does not violate any copyright or trademark laws or any other third party rights. (v) Customer agrees that if Customer's Service is terminated for any reason, Mile High Networks has the right to immediately delete all Customer Material, stored in or for Customer's account without further notice to Customer.

5. THE SERVICE AND PRIVACY.

- . Mile High Networks has established a Privacy Policy ("Privacy Policy"), which governs Mile High Networks collection, use, disclosure, management and security related to Customer's personally identifiable information ("Personal Information"). Customer agrees that Customer received a copy of the then-in-effect Privacy Policy at the time Customer executed this Service Agreement. Subject to Section 23 herein, Mile High Networks may update or amend the Privacy Policy at any time without Customer's prior consent, unless such consent is required by law. Mile High Networks will, however, provide notice of any such changes or amendments as stated in Mile High Networks Privacy Policy. Customer understands, acknowledges and agrees that Customer's continued use of the Service after notice of any changes or amendments have been provided will indicate Customer's acceptance of such changes, except where further steps are required by applicable law. All such updates or amendments shall be deemed to be incorporated by reference into this Service Agreement.
- . Mile High Networks does not routinely monitor a Customer's activity for violation of this Service Agreement and Mile High Networks has no obligation to monitor content transmitted by use of, or other information related in any way to the provision or receipt of, the Service. However, Customer agrees that Mile High Networks has the right to monitor the Service, any and all information or Customer Material transmitted through the Service or by use of the Mile High Networks Equipment, and information available to Mile High Networks regarding Customer's computer and other equipment in accordance with this Service Agreement. Mile High Networks has the right at all times and without notice to remove, restrict access to or make unavailable any information or content residing on Mile High

Networks, its Affiliates' or Operational Service Providers' servers. Mile High Networks has the right to monitor, review, retain or disclose any content or other information in Mile High Networks possession about or related to Customer (including, without limitation, Customer Information), Customer's use of the Service, or otherwise, as necessary to satisfy any applicable law, or otherwise as Mile High Networks deems necessary or appropriate in Mile High Networks sole discretion.

- . Mile High Networks may require that Customer use a username and password combination or other reasonable procedures to confirm Customer's identity when requesting or otherwise accessing account information, making changes to the Service or performing other functions related to the Service through Mile High Networks authorized Customer service channels. Only Commercial Customers may also choose to designate an authorized user of Customer's account (an "Authorized User"), who will be permitted to access the Commercial Customer's account information and make certain changes to Commercial Customer's account. Commercial Customers will be solely liable for any and all action or inaction by any Authorized User.

6. **PASSWORDS.**

- . Residential accounts are for individual use only. Commercial accounts are for authorized personnel only.
- . Residential Customers shall not share passwords or accounts with others. Commercial Customers shall only provide passwords to authorized personnel.
- . Mile High Networks shall provide or obtain passwords to protect Customer's account and Services. In the event that the security of a Customer's account or Service is compromised, Mile High Networks shall provide Customer with a new password.
- . Mile High Networks may monitor the security of Customer's passwords at any time. A Customer with an insecure password may be directed to change the password to one which complies with the above rules. Customers who repeatedly choose insecure passwords may be assigned a password by Mile High Networks; continued failure to maintain password security may be grounds for account termination.

7. **SYSTEM SECURITY.**

- . Customer is solely responsible for maintaining the security of Customer's computer(s)/device(s) and data and protection of Customer's User ID, password and Personal Information and other data. Mile High Networks strongly recommends the use and appropriate updating of commercial anti-virus, anti-spyware, firewall software, and encryption of data, to the extent feasible.
- . Customer is prohibited from utilizing the Service to compromise the security or tamper with Mile High Networks system resources or accounts on any of Mile High Networks computers, routers, switches, servers, radios, modems, or any other equipment at Mile High Networks or at any other website. Use or distribution of tools designed for compromising security is prohibited. Examples of the tools include but are not limited to password guessing programs, cracking tools, and network probing tools. Any attempt to access any of Mile High Networks corporate assets is strictly prohibited.
- . Mile High Networks reserves the right to release the login names of Customers involved in violating system security to system administrators at other websites, in order to assist them in resolving security incidents. Mile High Networks will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers, subject to Mile High Networks Privacy Policy and applicable law.

8. **ACCEPTABLE USAGE.** (a) "Acceptable Usage of Internet Service" is hereby defined as the normal activities associated with the use of the Internet, including but not limited to usage of Mile High Networks systems and the Mile High Networks Networks for accessing the Internet, Email, and other Internet features.

9. **PROHIBITED INTERNET SERVICE ACTIVITIES.** Internet Service Activities specifically prohibited by Mile High Networks include but are not limited to the following:

- . Background and/or server-type applications – Including but not limited to IRC bots, malware bots, spam bot, web servers and any other process which were initiated by the Customer that continues execution on the system upon Customer logout. FCC authorized smart home systems and IoT devices are excluded from this prohibition.

- . Attempts to compromise system and/or network security – Programs such as packet sniffers, password crack programs, and similar utilities found to be running from Customer’s account are prohibited. This also includes attempts to hack into non-Mile High Networks systems, networks, servers, websites or applications.
 - . Sharing of accounts – Sharing Customer’s Internet Service with another party for purposes of avoiding payment for a second Service is strictly prohibited. Customer may connect multiple computers/devices within a single location to Customer’s modem, router, and/or radio to access the Internet Service, but only through a single Mile High Networks-issued IP address.
 - . Conducting commercial business through a personal residential account – The residential Internet accounts provided by Mile High Networks are designed for the home/casual Customer and may not provide the level of service, capacity or speed required for conducting business. Therefore, conducting business with a residential account is not advisable. Please contact Mile High Networks sales department to upgrade to a commercial account.
 - . Email abuse – Email abuse typically comes in one of three forms, the sending or transfer of a message to unsolicited individuals not in compliance with the CAN-SPAM Act, the sending of harassing and/or threatening messages to other users, and the forging of email addresses so as to make the email appear to be from another user.
 - . Pyramid/money-making schemes – Such activities as the transfer of information or solicitation of persons via the Internet in an attempt to extort money or other valuables or the use of pyramid/chain letters are all prohibited.
10. **DIGITAL MILLENNIUM COPYRIGHT ACT.** Under the Digital Millennium Copyright Act (“DMCA”), copyright owners have the right to notify Mile High Networks registered designated agent if they believe that a Customer has infringed on their work(s). When Mile High Networks receives a complaint notice from a copyright owner, Mile High Networks will notify the Customer of the alleged infringement by providing Customer a copy of the submitted DMCA notice, to the extent permissible by law. As required by law, Mile High Networks enforces a graduated response policy to complaints that may lead to suspension or termination of service. Mile High Networks policy is to terminate the internet

services for any Customer receiving twelve or more DMCA notices annually. Customer understands, acknowledges and agrees that Mile High Networks will assess a “DMCA Administrative Fee” for the processing and handling of every complaint received after the second notice.

11. **PENALTIES FOR VIOLATIONS OF SERVICE AGREEMENT.**

- . All Prohibited Internet Service Activities as defined in Section 9 hereof are subject to immediate termination of Customer’s account and any and all criminal and civil penalties available under the law. The penalties imposed on Customer for such violations will vary based on the level of the offense. Typically, Customer will receive a warning on the first offense. However, if the offense is severe enough, Mile High Networks reserves the right to disable the account immediately. Accounts which have been disabled for abuse will not be re-opened. It is vital for Mile High Networks to provide a quality service for all Customers, and Mile High Networks will not tolerate Customers who through their actions hinder Mile High Networks in that endeavor. It is also important for Mile High Networks to have a non-intrusive presence to the rest of the Internet, and thus prohibit activities that adversely affect Customers on other service providers and their associated networks. To this end, Mile High Networks reserves the right to modify and/or disable Service at any such time the Customer violates this Service Agreement.
- . Mile High Networks will not reimburse Customer when Service has been suspended or disabled due to violations of this Service Agreement.
- . If Service is disconnected for non-payment, Mile High Networks is not obligated to re-connect Customer’s Service.

12. **SOFTWARE LICENSES AND THIRD PARTY SERVICES.**

- . Mile High Networks may provide Customer software for use in connection with the Service which is owned by Mile High Networks or its third party licensors, third party suppliers, and Operational Service Providers (“Software”). Such Software will be subject to an additional fee. Mile High Networks reserves the right periodically to update, upgrade, or change the Software remotely or otherwise and to make related changes to the settings and software on Customer’s computer(s)/device(s) or Equipment, and Customer agrees to permit such changes and access to Customer’s

computer(s)/device(s) and Equipment. Customer may use the Software only in connection with the Service and for no other purpose.

. Certain Software may be accompanied by an end user license agreement (“EULA”) from Mile High Networks or a third party. Mile High Networks use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. Customer may not install or use any Software that is accompanied by or includes a EULA unless Customer first agrees to the terms of the EULA.

. For Software not accompanied by a EULA, Customer is hereby granted a revocable, non-exclusive, non-transferable license by Mile High Networks or its applicable third party licensor(s) or Operational Service Provider to use the Software (and any corrections, updates and upgrades thereto).

Customer may not make any copies of the Software. Customer agrees that the Software is confidential information of Mile High Networks or its third party licensors/Operational Service Providers and that Customer will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Mile High Networks or its third party licensors/Operational Service Providers. Customer may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. Customer may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. Customer is not granted any title or rights of ownership in the Software. Customer acknowledges that this license is not a sale of intellectual property and that Mile High Networks or its third party licensors/Operational Service Providers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

13. **CUSTOMER’S PAYMENT OBLIGATIONS FOR STANDARD INTERNET ACCESS SERVICE.** Payment obligations for DIA Service Customers will be set forth in the

customized DIA Proposal. Customer understands, acknowledges and agrees to pay Mile High Networks through the end of the Initial Term or any Renewal Term in accordance with Mile High Networks current billing policies. Failure to fulfill any payment obligations in a timely manner as provided herein will be considered to be a violation of this Service Agreement.

- . Customer agrees to pay the applicable Monthly Service Fee set forth in the initial invoice paid during the establishment of service, if any, (collectively the "Monthly Fees"), in advance, prior to the month billed, on or before the first day of the Customer's Monthly Billing Cycle. The full Monthly Fee is due for any part of a month for which service is provided.
- . Mile High Networks shall not be obligated to provide the Service during Monthly Billing Cycles for which Customer has not paid the applicable Monthly Fees in advance. If at any time Customer's account has past due amounts or upon Customer's violation of this Agreement (including any documents incorporated by reference herein), Mile High Networks may, in Mile High Networks sole and absolute discretion, suspend provision of the Service to Customer and/or terminate this Agreement. Amounts are past due if not paid before the first calendar day of Customer's Monthly Billing Cycle. Customer understands, acknowledges and agrees that Mile High Networks is not required to provide notice before suspending the Service and/or terminating this Agreement, and Mile High Networks will not be liable to Customer or any Authorized User for any such suspension or termination or any damages that may result therefrom.
- . Customer agrees to pay a "Reinstallation Charge" when Customer moves physical locations and would like to transfer the service to the new physical location.
- . Customer also agrees to pay all applicable federal, state, and local taxes and fees, including, but not limited to, those imposed after the date of execution of this agreement.
- . By signing this MSA, Customer also authorizes Mile High Networks to invoice Customer and to automatically charge Customer's debit or credit card each month, or use other billing options (such as automatic deductions from checking or debit accounts) in accordance with Mile High Networks then-current billing policies, for all such fees, charges and taxes. Further, Customer hereby authorizes Mile High Networks to charge Subscriber's

credit card for all fees related to termination including payout of fees owed to Mile High Networks for the remainder of the selected Term of the Agreement, equipment charges and any and all other fees related to termination to which the Customer is subject pursuant to the terms of this Agreement. If Subscriber owes money on any account, Mile High Networks may deduct the amounts owed from any existing credit Subscriber has or any security deposit provided or, if applicable, charge such fees to the bank or payment card account Subscriber has authorized Mile High Networks to use. (1) Customer has a right to revoke his/her authority for Mile High Networks to automatically charge Customer's credit cards by contacting Mile High Networks in writing, or via telephone. (2) Customer has a right to a copy of the terms of Customer's payment.

14. **DISCLAIMER OF WARRANTIES.**

CUSTOMER EXPRESSLY AGREES THAT CUSTOMER USES THE SERVICE AND THE MILE HIGH NETWORKS EQUIPMENT AT CUSTOMER'S SOLE RISK. THE SERVICE AND MILE HIGH NETWORKS EQUIPMENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND EXCEPT TO THE LIMITED EXTENT SPECIFICALLY SET FORTH IN SECTIONS 2 AND 17(e) HEREIN, IF APPLICABLE, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY. NEITHER MILE HIGH NETWORKS NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS, THIRD PARTY SUPPLIERS OR SOFTWARE LICENSORS WARRANTS: (I) TO UNINTERRUPTED, TIMELY OR SECURE USE OF SERVICE; (II) THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; (III) THAT THE SERVICE WILL BE ERROR-FREE OR FREE OF ANY VIRUSES, WORMS, SPAM, POP-UP ADVERTISING, SPYWARE, ADWARE OR OTHER HARMFUL COMPONENTS, EVEN IF COUNTERMEASURES HAVE BEEN DEPLOYED; OR (IV) THAT ANY PERSONAL INFORMATION, NON PERSONAL INFORMATION, DATA OR FILES CUSTOMER SENDS OR RECEIVES VIA THE SERVICE WILL BE TRANSMITTED IN UNCORRUPTED FORM, WITHIN A REASONABLE TIME, OR FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO CUSTOMER'S COMPUTER OR DEVICE. THIS INCLUDES, BUT IS NOT LIMITED TO, INCIDENTS

OF FILE SHARING, PRINT SHARING OR USE OF OTHER MEANS THAT ENABLE INTERNET USERS TO GAIN ACCESS TO CUSTOMER'S COMPUTER, DEVICE, OR NETWORK OR MILE HIGH NETWORKS EQUIPMENT, OR TO MONITOR CUSTOMER'S ACTIVITY AND CONDUCT WHILE USING THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM MILE HIGH NETWORKS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE SCOPE OF A LIMITATION OF WARRANTY OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

- . In addition, Mile High Networks may, in its sole discretion, make available to Customer security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, anti-spyware or anti-adware software for Customer's use on Customer's computer system(s) in conjunction with the Service. Any such security software provided by Mile High Networks to Customer is intended to provide only a minimal level of protection to Customer's computer system(s). CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT MILE HIGH NETWORKS AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, THIRD-PARTY SUPPLIERS AND LICENSORS OF ANY SUCH SECURITY SOFTWARE, DO NOT GUARANTEE ITS ACCURACY, EFFICACY OR PERFORMANCE. CUSTOMER UNDERSTANDS AND AGREES THAT MILE HIGH NETWORKS AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, THIRD PARTY SUPPLIERS AND LICENSORS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM(S) (OR THE INFORMATION STORED THEREIN) THAT MAY RESULT FROM USE OF THE SECURITY SOFTWARE OR FROM ITS NONPERFORMANCE.
- . CUSTOMER UNDERSTANDS AND AGREES THAT NEITHER MILE HIGH NETWORKS NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS OR THIRD PARTY SUPPLIERS AND LICENSORS GUARANTEE THAT ANY PARTICULAR AMOUNT OF BANDWIDTH ON THE MILE HIGH NETWORKS NETWORKS OR THAT ANY SPEED OR THROUGHPUT OF CUSTOMER'S CONNECTION TO THE MILE HIGH NETWORKS NETWORKS WILL BE AVAILABLE TO CUSTOMER. Customer understands, acknowledges and

- agrees that the availability and speed of the Service provided at Customer's premises may vary depending upon a number of factors, including Customer's computer system(s), associated equipment and other devices accessing the Service, the terrain and location of Customer's premises, foliage between Mile High Networks Equipment and other components of the Mile High Networks Networks, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Mile High Networks control and system failures, modifications, upgrades and repairs.
- . Customer understands, acknowledges and agrees that Mile High Networks may in the future offer other Customers on the Mile High Networks Networks Service with specific minimum service standards (including, without limitation, minimum standards for speed, bandwidth, latency or availability) (such minimum service standards that may be offered in the future "Future Enhanced Service"). Customer further understands, acknowledges and agrees that Mile High Networks shall be under no obligation to provide any Future Enhanced Service to Customer unless and until Mile High Networks and Customer have executed a new agreement with respect to such Future Enhanced Service, which agreement may include, without limitation, such increased or modified Monthly Fees and additional terms and conditions as Mile High Networks and Customer may agree.
 - . Customer understands, acknowledges and agrees that Mile High Networks may use various tools and techniques in order to efficiently and reasonably manage its networks and to ensure compliance with Mile High Networks Open Internet Policy and Sections 8, 9 and 10 above (such tools and techniques, "Network Management Tools"). These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code or managing network resources through techniques such as limiting the number of simultaneous peer-to-peer sessions that Customer may conduct, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups, and such other Network Management Tools as Mile High Networks may from time to time determine appropriate.
 - . Customer understands, acknowledges and agrees that, to allocate bandwidth across all of its Customers, Mile High Networks may employ traffic-management technology, including but not limited to packet-reset

technology, which technology may materially slow the uploading of certain files.

- . Customer understands, acknowledges and agrees that, in order to provide redundancy or increased efficiency or otherwise to enhance the Mile High Networks Networks, Mile High Networks may install additional equipment at Customer's premises, and any such equipment shall be deemed to be Mile High Networks Equipment for the purposes of this Agreement. Customer further understands, acknowledges and agrees that Mile High Networks may use the Mile High Networks Equipment to provide Service to others in a manner that secures and separates Customer's traffic and local area network from Service provided to others.
- . Customer understands, acknowledges and agrees that Mile High Networks does not warrant that Service descriptions, information, graphic depictions, fees, product and or other components of the Service are accurate, reliable, updated, current, complete or error-free. Despite Mile High Networks efforts, it is possible that a price for the Service (or a component of the Service) offered on Mile High Networks website, or the Service description may be inaccurate in some part. In the event Mile High Networks determines that a Service contains an inaccurate price or description, Mile High Networks reserves the right to take any action Mile High Networks deems reasonable and necessary, in Mile High Networks sole discretion, to rectify the error, including without limitation, canceling Customer's order, unless prohibited by law. Mile High Networks may make improvements or changes to any of Mile High Networks information, or Services described on Mile High Networks websites at any time without notice. Customer agrees to notify Mile High Networks immediately if Customer becomes aware of any pricing or descriptive errors or inconsistencies with any Services Customer order and to comply with any corrective action that Mile High Networks may take.
- . THIS SERVICE AGREEMENT GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

15. **LIMITATION OF LIABILITY.**

- . STATUTE OF LIMITATIONS: CUSTOMER MUST BRING ANY CLAIM OR LAWSUIT WITHIN ONE (1) YEAR THE CLAIM OR SUIT ARISES.

- . TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL MILE HIGH NETWORKS OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS, THIRD PARTY LICENSORS OR THIRD PARTY SUPPLIERS, OR EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, AND ANY OF THEIR SUCCESSORS AND ASSIGNS BE LIABLE WITH RESPECT TO THE SERVICE OR THE SUBJECT MATTER OF THIS SERVICE AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF MILE HIGH NETWORKS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 US).
- . DEVELOPING, INSTALLING, OPERATING, PROVIDING, IMPLEMENTING, MAINTAINING, OR PARTICIPATING IN A 911 EMERGENCY TELEPHONE SYSTEM OR SIMILAR EMERGENCY SYSTEM OR E911 SERVICE, INCLUDING WITHOUT LIMITATION (i) RECEIVING, DEVELOPING, COLLECTING, OR PROCESSING INFORMATION FOR E911 DATABASES, (ii) RELAYING, TRANSFERRING, OPERATING, MAINTAINING, OR PROVIDING 911 OR E911 SERVICES OR SYSTEM CAPABILITIES, OR (iii) PROVIDING EMERGENCY TELEPHONE AND RADIO COMMUNICATIONS FOR AMBULANCE, POLICE AND FIRE DEPARTMENTS; (d) ADDITIONALLY, MILE HIGH NETWORKS WILL HAVE NO LIABILITY FOR THE FOLLOWING: (i) FOR ANY AMOUNT IN THE IN EXCESS OF ONE HUNDRED DOLLARS (\$100.00 US); (ii) FOR ANY THIRD-PARTY FEES OR CHARGES, INCLUDING BUT NOT LIMITED TO, BANKING FEES, OVERDRAFT FEES, MOBILE PHONE OR OTHER WIRE LINE CHARGES, TECHNICIAN CHARGES, OR OTHER SIMILAR CHARGES; (iii) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (iv) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (v) FOR ANY DAMAGES OR LOSS DUE TO CUSTOMER'S FAILURE TO BACK UP ANY EQUIPMENT AS REQUIRED IN SECTION 2(g) HEREIN; (vi) ANY LACK OR BREACH OF SECURITY CUSTOMER OR ANY OTHER PARTY MAY EXPERIENCE OR BE EXPOSED TO WHILE USING THE SERVICE; (vii) FOR ANY MATTER BEYOND MILE HIGH NETWORKS REASONABLE CONTROL; (viii) FOR ANY

INTERFERENCE OR INCOMPATIBILITY WITH OR DISRUPTION OF ANY NON-VOICE SYSTEMS, WHETHER CAUSED BY THE TELEPHONY SERVICE, INTERNET SERVICE, EQUIPMENT, OR OTHERWISE; OR (ix) CUSTOMER'S USE OF THE SERVICE FOR OR IN CONNECTION WITH ANY HIGH-RISK OR UNLAWFUL USES, OR ANY USE THAT VIOLATES THIS SERVICE AGREEMENT.

- . Customer understands, acknowledges and agrees that Mile High Networks may block traffic to or from any source, including, without limitation, as it deems necessary to secure its network, eliminate spam, or in compliance with federal and state laws and regulations. Customer agrees that Mile High Networks shall be entitled to damages if Customer transmits or is otherwise connected with the transmission of spam. Customer agrees that Mile High Networks is entitled to actual damages, however, if actual damages cannot be reasonably calculated, Customer agrees to pay Mile High Networks liquidated damages of five dollars for each piece of spam transmitted from or otherwise connected with Customer's account.
- . Customer understands, acknowledges and agrees that when using the Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Customer's computer(s) or other equipment. Customers are responsible for putting in place and should put in place all appropriate security measures when using the Service. Customers are responsible for any misuse of the Service that occurs through Customer's account, whether by a member of Customer's household or an authorized or unauthorized third party.
- . This Section 21, Limitation of Liability, will survive termination or expiration of this Service Agreement, whether terminated by the Customer or Mile High Networks, for any reason.

16. **AGREEMENT TO ARBITRATE (a) CUSTOMER AND Mile High Networks AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS BETWEEN CUSTOMER AND Mile High Networks.** The agreement between Customer and Mile High Networks to arbitrate all disputes and claims between them is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between Customer and Mile High Networks, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising), claims that are currently the subject of purported

class action litigation in which Customer is not a member of a certified class and claims that may arise after the termination of this Agreement. For the purposes of this Section 22, references to Customer include Customer's subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all Authorized Users or unauthorized users or beneficiaries of the Service. CUSTOMER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND Mile High Networks ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

- . A party who intends to seek arbitration must first send to the other, by certified mail, a written notice ("Arbitration Notice"). An Arbitration Notice to Mile High Networks must be addressed to Mile High Networks at the address set forth in this Service Agreement for notices. An Arbitration Notice to Customer must be addressed to Customer at Customer's then-current billing address. The Arbitration Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Customer and Mile High Networks do not reach an agreement to resolve the claim within sixty (60) calendar days after the Arbitration Notice is received, Customer or Mile High Networks may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Mile High Networks or Customer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or Mile High Networks is entitled.
- . The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association (the "AAA"), as modified by this Agreement, and shall be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879 or written request to Mile High Networks. The arbitrator shall be bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are reserved to the decision of a court of competent jurisdiction. Unless Customer and Mile High Networks agree otherwise, any arbitration

hearings shall take place in St. Clair County, Illinois. The right to a hearing shall be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The party initiating arbitration proceedings shall bear all the arbitration-related costs and expenses of both parties including, without limitation, legal fees and expenses.

- . The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. CUSTOMER AND Mile High Networks AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and Mile High Networks agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. (e) Notwithstanding any provision in this Agreement to the contrary, Customer and Mile High Networks agree that if Mile High Networks makes any future change to this arbitration provision (other than a change to the address to which an Arbitration Notice is to be sent), Customer may reject any such change by sending Mile High Networks written notice within 30 days of the change. By rejecting any future change, Customer agrees that Customer will arbitrate any dispute between Customer and Mile High Networks in accordance with the language of this provision.

17. **INDEMNIFICATION.**

- . Customer agrees to indemnify, defend and hold harmless Mile High Networks, its Affiliates, officers, directors, employees, shareholders, representatives, agents, Operational Service Providers, third party licensors and suppliers and their respective members, officers, directors, employees, agents, representatives and contractors, and each of their successors and assigns (collectively, the "Mile High Networks Indemnitees") from and against all losses, expenses, damages and costs, (including reasonable attorneys' fees) and other claims brought against any Mile High Networks Indemnitee(s) related to Customer's use of the Service or any violation of this Service Agreement and all other documents incorporated herein by

reference) including, but not limited to, claims that Customer's use of the Service infringed on the patent, copyright, trademark or other intellectual property right of any third party, Customer's violation of any law or the rights of another and claims resulting from Customer's negligence.

Customer agrees to pay any attorneys' fees incurred by Mile High Networks and/or any other Mile High Networks Indemnitee in connection with the defense of any such third-party claims. Mile High Networks reserves the right to assume the defense and control of any matter subject to indemnification by Customer, in which event Customer will cooperate with Mile High Networks in asserting any available defenses.

18. TERMINATION OF THE SERVICE (a) IF CUSTOMER CANCELS THE SERVICE OR ANY ASPECT THEREOF FOR ANY REASON, MILE HIGH NETWORKS SHALL NOT BE REQUIRED TO REFUND CUSTOMER ANY PORTION OF THE MONTHLY FEES PAID BY CUSTOMER FOR THE MONTH IN WHICH CANCELLATION OCCURS, UNLESS REQUIRED OTHERWISE BY STATE LAW.

- . Customer may terminate the Service at any time by providing Mile High Networks written notice, either via mail to the address set forth in Section 23(h) or email to support@milehighnetworks.net, ten (10) business days prior to desired termination date. Mile High Networks may take reasonable steps to verify Customer's identity and authority before effecting such termination. The full Monthly Payment is due for any part of a month in which Service is provided. Upon termination, Customer agrees to return any Mile High Networks Equipment or pay the Equipment Non-Return Fee as set forth in Section 2 herein.
- . The Service and all Service features are subject to availability on an ongoing basis. Customer understands that Mile High Networks may cease to offer the Service or any Service feature at any time, for any reason or no reason, and without notice to Customer. Without limiting the generality of the foregoing, Mile High Networks may suspend, disconnect or terminate the Service at any time without prior notice if Mile High Networks believes in its sole discretion that Customer have (i) failed to pay Customer's bill when due, (ii) threatened or harassed any Mile High Networks employee, agent or contractor or (iii) violated any other provision of this Service Agreement.
- . If the Service to Customer is disconnected for any reason or Service is suspended in accordance with this Agreement, Mile High Networks may

charge Customer (i) for Service during the period of disconnection or suspension in accordance with applicable federal and state law and (ii) reasonable disconnection and reconnection fees.

- . In the event that Customer's account is suspended, disconnected or terminated, no refund, including of fees paid by Customer to Mile High Networks, shall be granted. Moreover, Mile High Networks shall not be responsible for the return of data stored on Mile High Networks servers, including web and email servers. Customer agrees that Mile High Networks has no obligation to visit Customer's home upon termination to reconfigure Customer's computer(s) or for any other reason.
- . Sections 3 through 6, 8 through 10, 13, and 18 through 25 hereof shall survive any termination or expiration of this Agreement.

19. **GENERAL PROVISIONS**

- . This Service Agreement (including all documents incorporated herein by reference) constitutes the entire agreement with respect to the Service. This Service Agreement supersedes and nullifies all prior understandings, promises and undertakings made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.
- . The Parties agree that any Affiliates, Operational Service Providers, agents, third party suppliers and licensors of Mile High Networks are intended beneficiaries of this Service Agreement. Except as set forth in the previous sentence, this Agreement is not intended to give and does not give any rights or remedies to any person other than Customer and Mile High Networks.
- . No agency, partnership, joint venture, or employment relationship is created as a result of the Service Agreement and neither party has any authority of any kind to bind the other in any respect.
- . Mile High Networks shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Mile High Networks reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).
- . This Service Agreement and all matters arising out of or related to this Service Agreement shall be governed by the laws of the State of Illinois without regard to conflicts of law provisions. Subject to the agreement

between Customer and Mile High Networks with respect to arbitration of any disputes, Customer agrees that the federal and state courts of Illinois alone shall have jurisdiction over all disputes arising under this Service Agreement and Customer consents to the personal jurisdiction of those courts.

- . Mile High Networks failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such right or provision. If any term, covenant, condition or provision of this Service Agreement shall, to any extent, be held invalid, illegal or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant, condition and provision shall be valid and enforceable to the fullest extent permitted by law or construed as nearly as possible to reflect the original intentions of the parties.
- . Mile High Networks may change, amend, alter, or modify this Service Agreement at any time. Mile High Networks may notify Customer of any change either by posting that change on Mile High Networks website (milehighnetworks.net), and by sending Customer an email or by U.S. mail. If Customer continues to use the Service after such notice has been made, Customer agrees that such continued use shall be deemed to be Customer's acceptance of those changes. The current version of this Service Agreement, as the same may be modified by Mile High Networks from time to time, shall supersede any prior version of this Service Agreement that may have been provided to Customer at any time.
- . Except as specifically set forth in this Service Agreement, any notices under this Agreement shall be effective as follows: (i) If to Customer: notice shall be made by (i) email to Customer's; (ii) by first-class mail to Customer at Customer's billing address then on file with Mile High Networks; or (iii) when posted to the Announcements page of Mile High Networks website. If by email, such notice shall be deemed effective when transmitted by Mile High Networks. If by first-class mail, such notice shall be deemed effective upon the earlier of (A) three business days after dispatch or (B) at such time as actually received by Customer. (ii) If to Mile High Networks: notice shall be made exclusively by first-class mail to Mile High Networks LLC, at 8196 E Valley Road, Prescott Valley, AZ, 86314, or such other address as Mile High Networks may from time to time publish to Customer, and such notice shall be deemed effective upon receipt.

- . Customer may not assign this Agreement, or Customer's rights or obligations under this Service Agreement, without Mile High Networks prior written consent, and any purported assignment by Customer without such consent shall be void. Mile High Networks may transfer or assign any portion or all of this Service Agreement at any time without notice to Customer, and Customer waives any notice that may be required by law.
- . By maintaining a current paid subscription to Mile High Networks Internet Services Customer accepts the terms and conditions set forth in this Service Agreement. If Customer does not agree to the terms and conditions specified in this Service Agreement then Customer shall cease use of Mile High Networks Internet Services and cancel subscription by calling (928) 493-4420.