



CUSTOMER USE AGREEMENT

This agreement sets forth the terms and conditions under which Elite Innovative Technology Broadband, LLC ("EIT BROADBAND") will provide High Speed Data ("HSD") service to you at your home or business.

Version 1.2 (8/19)

1. THE SERVICE

1.1 HSD is a service provided by EIT BROADBAND that will provide you interactive access to the Internet as a registered customer or authorized user. Subject to the terms and conditions of this Customer Use Agreement ("Agreement"). HSD is accessible through a computer using equipment such as a network equipment and a network interface card, and software.

1.2 EIT BROADBAND will provide you with access to HSD at your home or business. EIT BROADBAND will provide one network connection to your personally owned router or like equipment. EIT BROADBAND will provide a single IP address.

1.3 No representation, warranty, term or condition other than as specifically set forth in this Agreement shall be binding on EIT BROADBAND.

1.4 EIT BROADBAND reserves the right to modify the terms of this Agreement, including the charges for installation and service, at any time and from time to time. Except as otherwise provided in this Agreement, any modification is effective immediately upon posting on EIT BROADBAND's website, or notification to you by electronic mail or conventional mail, as provided in Section 11. Your continued use of HSD following modification to this Agreement, including the charges for installation and service, shall be deemed as acceptance of such modification.

2. GENERAL SUBSCRIBER OBLIGATIONS

2.1 You are signing this Agreement on behalf of yourself and any person who accesses HSD through your computer, under your screen name or password or through your local area network in your home or business. You assume responsibility to ensure that all such other users understand this Agreement and comply with its terms.

2.2 Subscription to HSD is restricted to individuals of at least 18 years of age. By subscribing to HSD, you certify that you are at least 18 years old. EIT BROADBAND may, in its sole discretion, accept.

2.3 You agree to provide EIT BROADBAND with accurate, complete and current information including your legal name, age, address, telephone number(s) and payment data (i.e., credit, debit or charge card numbers and expiration dates) upon subscribing to HSD. You agree to promptly inform EIT BROADBAND if there is any change in the information you provided to EIT BROADBAND at the time of enrollment. Failure to provide accurate information constitutes a breach of this Agreement and may result in immediate termination of service to you by EIT BROADBAND.

2.4 HSD is provided to you at your current home or business. You may not transfer your subscription or your rights and obligations under this Agreement to any person other than yourself at a different location without prior approval from EIT BROADBAND Services.

3. COMPUTER EQUIPMENT REQUIREMENTS

3.1 Certain minimum configuration standards are required for using HSD including, but not limited to, Windows 98 or higher and a 10BaseT-ethernet port. You understand that HSD may not be operational without these minimum requirements and certify that your equipment or software, at a minimum, conforms to this set of technical configuration requirements.

3.2 EIT BROADBAND Services will install a network outlet at your residence or business for the use of HSD. The use of this outlet shall be strictly limited to the purpose of accessing HSD. You may not relocate this outlet or use HSD from any other outlet without the prior approval of EIT BROADBAND.

3.3 Except for the network access point provided by EIT BROADBAND, you are responsible for providing, at your cost, all other equipment (e.g. personal computer, ethernet card) required for access to HSD

4. PAYMENT TERMS

4.1 You agree to pay an installation fee (if any). A monthly recurring charge and all charges for use of HSD under your account at the rates in effect during the billing period in which the charges were incurred. You agree to pay any local, state and/or federal taxes and fees imposed or levied on or with respect to your subscription to or use of HSD.

4.2 EIT BROADBAND reserves the right to change the amount of fees and charges from time to time at its discretion and upon 30 days notice to you in accordance with Section 1.4.

4.3 Installation fees, if any, are due at the time of installation. Monthly charges are payable up to 30 days in advance. Failure to pay the full amount of your account balances within 10 days of billing will cause disconnection of service or a late fee, at EIT BROADBAND's discretion. EIT BROADBAND may charge a reasonable service charge for all returned checks and bankcard or charge card charge backs.

4.4 If you discontinue service or are disconnected, you agree to pay a reconnect charge before reconnection. You further agree to be charged and to pay any outstanding balance in the event of cancelation, disconnection or termination of your account.

4.5 You understand and agree to pay the full balance of your contract/commitment immediately up being disconnected for non-payment. This includes past due amounts, the total monthly charges multiplied by the remaining months you committed to, any cost associated with recovering EIT owned equipment, any cost for equipment that EIT was not able to recover and any associated cost not mentioned within this agreement. You further understand and agree that EIT is not obligated to reconnect your services after you are disconnected for non-pay, even if all previous commitments are paid in full.

4.6 You will be responsible for all expenses (including reasonable attorneys' fees) incurred by EIT BROADBAND in collecting any unpaid amounts you owe EIT BROADBAND.

5. CHARGES FOR ON-LINE SERVICES/INTERNET TRANSACTIONS

5.1 Through use of HSD, you may access certain information, products, and services from persons other than EIT BROADBAND, for which there is a charge, including certain on-line services such as America Online. YOU AGREE THAT ALL SUCH FEES OR CHARGES FOR ON-LINE SERVICES, PRODUCTS OR INFORMATION ARE YOUR SOLE RESPONSIBILITY AND NOT THE RESPONSIBILITY OF EIT BROADBAND.

5.2 YOU ALSO AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR PROTECTING THE SECURITY OF YOUR CREDIT CARD INFORMATION FROM UNWANTED OR UNAUTHORIZED CHARGES FOR INTERNET BASED TRANSACTIONS

6. SERVICE & PERFORMANCE

6.1 EIT BROADBAND will make reasonable efforts to assure that HSD will be available to you 24 hours per day 7 days per week. It is possible, however, that there will be interruptions of service and users will contend for bandwidth. As a result, depending on intensity of customer use of HSD, and Internet use generally, the bandwidth available to you and the speed of service may not always be at optimum levels. You are responsible for management of your data stored on or transmitted over the HSD service. Such management includes, but is not limited to, backup and restoration of data, erasing data from disk space you control, and your selection and use of security features. None of EIT BROADBAND, its agents and its subcontractors shall have any obligation to develop and maintain management and security procedures (such as application logon security and encryption of data) to protect your information. Solely for the purposes of maintaining the HSD service, EIT BROADBAND, its agents and its subcontractors may need to view and work with portions of the data you transmit using the HSD service (such as address header information). You agree that EIT BROADBAND, its agents and its subcontractors may use, copy, display, store, transmit, translate, rearrange or reformat, view and distribute your data domestically and internationally for such purposes. Except for purposes of operating and maintaining the HSD service, EIT BROADBAND, its agents and its subcontractors shall not reverse assemble, reverse compile, or to disclose to third parties the information that you transmit while using the HSD service (unless required by law, court order, an authorized government entity, or as otherwise authorized by you). You agree that access to ideas, concepts, know-how, and techniques contained in data viewed or worked with during the maintenance and operation of the HSD service and retained in the memories of employees of EIT BROADBAND or its agents or its subcontractors will not prohibit or prevent EIT BROADBAND or its agents or its subcontractors from developing or marketing any service or product. HSD service is generally available 24 hours a day, seven days a week, provided, however, that EIT BROADBAND, its agents and its subcontractors reserve the right to schedule reasonable hours for maintenance or HSD service changes at their discretion.

6.2 If your use or modification of the software, hardware or equipment supplied by EIT BROADBAND requires a visit to your home or business for repair or correction, EIT BROADBAND reserves the right to

charge you for the equipment and labor required to correct the situation. EIT BROADBAND does not undertake to correct or repair software, hardware or equipment that it does not supply.

7. CUSTOMER USE

7.1 HSD is for your personal use and is to be used only by you, your employees, and members of your immediate family living with you or working for you at the same address using the access point provided and configured by EIT BROADBAND ("Authorized Users"). You are personally responsible for all use of HSD under your account. You agree not to resell, redistribute, network, assign, transfer or sublicense your access to HSD or the service in any manner. The prohibition above includes, but is not limited to the provision of e-mail, File Transfer Protocol ("FTP") and Telnet access. You also agree not to use HSD to operate as an Internet Service Provider ("ISP") or to operate any other business enterprise in competition with EIT BROADBAND. You agree that your violation of this Section shall authorize EIT BROADBAND, in its sole discretion, to immediately disconnect HSD and terminate this Agreement without notice. Due to the difficulty in quantifying damages to EIT BROADBAND for a violation of this Subsection 7.1, you agree to pay liquidated damages to EIT BROADBAND in the amount of \$500 (five hundred dollars) per day for each day that you are in violation of this Subsection 7.1. These remedies shall be in addition to all others available to EIT BROADBAND in law and equity.

7.2 You may, at your discretion, permit an Authorized User less than 18 years of age to use HSD and you acknowledge that you are responsible to provide adult supervision. You acknowledge further that HSD provides full access to the Internet without restriction. HSD is not intended to be used to enable persons less than 18 years of age to obtain material that is prohibited by law to be sent or displayed, including material deemed to be indecent or obscene.

7.3 EIT BROADBAND will provide you with an Internet Protocol ("IP") address as a component of the service. This IP address may change from time to time at the discretion of EIT BROADBAND. You agree not to alter, modify or tamper with the IP address or those of any person subscribing to HSD. EIT BROADBAND will take back the IP address upon disconnection, discontinuance or termination of service.

7.4 You agree not to alter, modify or tamper with the access point or other equipment provided by EIT BROADBAND, or the configuration of such equipment as set by EIT BROADBAND

7.5 Any conduct by you that, in EIT BROADBAND's sole discretion, inhibits or restricts any other customer, person or entity from using or enjoying HSD shall entitle EIT BROADBAND to immediately disconnect HSD and terminate this Agreement without notice. You agree to use HSD only for lawful purposes. You may not use, or allow others to use, your HSD account, either directly or indirectly, to:

- post, transmit, promote, or facilitate the distribution of any unsolicited advertising (including but not limited to mass or bulk e-mail), promotional materials or other forms of solicitation to other individuals or entities;

- post, transmit, promote, or facilitate the distribution of any copyrighted material, including but not limited to music, computer software, television shows, and movies without consent of the copyright holder;
- unlawfully access or attempt to access other computers or services, or to cause a disruption of service to other on-line users;
- cause disruption to EIT BROADBAND's backbone network, nodes, or services; or
- establish a web page, site, or email server or other hosting server.

8. LIMITATIONS OF LIABILITY: NO WARRANTIES

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY, MADE ON BEHALF OF EIT BROADBAND AND ALL ITS AFFILIATES.

8.1 Damage to Your Computer and/or Equipment:

EIT BROADBAND assumes no responsibility whatsoever for any damage to or loss or destruction of the Computer and/or Equipment, regardless of the source or proximate cause of such loss or destruction.

8.2 Damage, Loss or Destruction of Software Files and/or Data:

EIT BROADBAND assumes no responsibility whatsoever for any damage to or loss or destruction of any of your software, files, data, or peripherals which may result from your use of HSD, or from the installation, maintenance, or removal of the service, equipment or software. EIT BROADBAND does not warrant that any data or files sent by or to you will be transmitted in uncorrupted form or within a reasonable period of time.

8.3 NO WARRANTY/LIMITATION OF LIABILITY YOU EXPRESSLY AGREE AS FOLLOWS:

USE OF THE HSD SERVICE, SOFTWARE AND EQUIPMENT SUPPLIED BY EIT BROADBAND OR ITS AGENTS, EMPLOYEES OR CONTRACTORS (HEREINAFTER COLLECTIVELY REFERRED TO AS "EIT BROADBAND"), AND HSD E-MAIL SERVICES IS AT YOUR SOLE RISK. NONE OF EIT BROADBAND, ITS AGENTS AND ITS SUBCONTRACTORS SHALL BE RESPONSIBLE FOR INVALID DESTINATIONS AND TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF YOUR INFORMATION CARRIED OVER THE HSD SERVICE, INTEREXCHANGE CARRIERS', LOCAL EXCHANGE CARRIERS', OR OTHER PROVIDERS' FACILITIES. NONE OF EIT BROADBAND, ITS AGENTS AND ITS SUBCONTRACTORS GUARANTEE THAT ANY OF THEIR PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, YOUR INFORMATION. THE HSD SERVICE, HSD E-MAIL SERVICES AND EQUIPMENT AND SOFTWARE SUPPLIED BY EIT BROADBAND ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. EIT BROADBAND'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO USE OF THE HSD SERVICE, E-MAIL SERVICES AND SOFTWARE AND EQUIPMENT SHALL BE THE REPLACEMENT OF ANY EIT BROADBAND PROVIDED DISKETTE OR EIT BROADBAND SUPPLIED EQUIPMENT FOUND TO BE DEFECTIVE. IN NO EVENT SHALL EIT BROADBAND'S LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU TO ACCESS AND USE THE HSD SERVICE WITHIN

THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. IN NO EVENT SHALL EIT BROADBAND BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY MANNER OUT OF THE INSTALLATION, OPERATION, MAINTENANCE, FAILURE, REMOVAL, TERMINATION OR USE OF THE HSD SERVICE, E-MAIL SERVICES, SOFTWARE OR EQUIPMENT.

8.4 No Liability For Unauthorized Access:

EIT BROADBAND does not warrant that any data or files sent or received by you using HSD over its cable network, or communications directed to or received from outside of the network, will not be subject to unauthorized access by others or that other users will not gain access to your Computer. EIT BROADBAND has no responsibility and assumes no liability for such acts or occurrences. If you choose to run applications from your Computer that permit others to gain access to it, you must take appropriate security measures. Failure to do so may cause immediate termination of your service by EIT BROADBAND. EIT BROADBAND is not responsible for and assumes no liability for any damages resulting from others accessing your computer.

8.5 No Liability For Viruses:

EIT BROADBAND makes no representation or warranty that any software installed on the computer, including software installed by EIT BROADBAND, its agents, employees and contractors, or which you may download from the Internet, on-line service provider, or other information provider does not contain any virus or other damaging or destructive attribute. EIT BROADBAND has no responsibility and assumes no liability for such acts or occurrences.

8.6 No Liability For Content:

While EIT BROADBAND supplies access to the Internet by HSD, it is not the publisher of any information provided by others through the Internet. EIT BROADBAND does not review, censor, or monitor and is not in any manner responsible for any programs or content sent or accessed over the Internet or made available by any individual, user, information provider, on-line service or content provider. Such content or programs may include, without limitation programs or content of an infringing, abusive, profane or sexually offensive nature. All content from other parties accessed via HSD is accessed by you and those you have authorized, all at your own risk, and EIT BROADBAND assumes no liability whatsoever for any claims, losses, action, damages, suits or proceedings arising out of or otherwise relating to such content accessed using the HSD service.

9. INDEMNIFICATION

9.1 You agree to indemnify, defend and hold harmless EIT BROADBAND, Its affiliated companies, partners, licensors, employees and agents from and against all losses, expenses, damages, liabilities, and costs, including reasonable attorneys' fees, arising out of any violation of this Agreement, the selection or use of your ID, or any activity related to your account by you or any other person accessing HSD using your account.

10. TERMINATION

10.1 EIT BROADBAND may terminate HSD, this Agreement, the license provided herein, and your right to use HSD, at any time for any reason without notice by EIT BROADBAND to you. In addition, you may terminate this Agreement at any time, after any contractual or commitment period, upon the return of equipment and related connecting cables to EIT BROADBAND. Your bill will be prorated for any prepaid service and will offset any outstanding amounts owed to EIT BROADBAND. If your service is within your contract/commitment, see section 4.5

10.2 After installation as provided in Section 1 of this Agreement, EIT BROADBAND shall not have any obligation to restore or reconfigure your computer, whether after the termination of HSD service or this Agreement or otherwise.

10.3 The provisions of Sections 4 (Payment Terms), 8 (Limitation of Liability: No Warranties) and 9 (Indemnification) shall survive any termination of this Agreement.

11. NOTICE

11.1 EIT BROADBAND may deliver notice to you by means of electronic mail, our HSD website or by written communication delivered by first class United States mail to your address on record in EIT BROADBAND's account information.

12. ENTIRE AGREEMENT

12.1 This Agreement, including future modifications by EIT BROADBAND in accordance with Section 1.4 of this Agreement, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating thereto.

13. FORCE MAJEURE

13.1 EIT BROADBAND's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control including, without limitation, intensity of customer use of the HSD service and intensity of Internet use generally, customer directed activities, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor disputes, inability to obtain the necessary supplies and the like.

14. SEVERABILITY

14.1 If one or more of the provisions in this Agreement are found to be unenforceable or invalid, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

15. NO WAIVER

15.1 Failure of EIT BROADBAND to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

16. GOVERNING LAWS

16.1 This Agreement shall be governed by and construed under the laws of the state of Oklahoma, without regard to the choice of law provisions thereof.