

Kit Carson Internet.
Terms and Conditions of Service

By signing this work order for broadband services, including but not limited to high-speed data, or phone (individually and collectively "Services") provided by Kit Carson Internet, you acknowledge that you are at least 18 years of age and legally authorized to agree to the following terms and conditions of service:

1. **TERMS AND CONDITIONS OF SERVICE AND BILLING PROCEDURES.** The items listed below outline the terms and conditions of service, billing procedures and relationship between you, the Customer and Kit Carson Internet regarding the provision of the Kit Carson Internet selected Services. Customer agrees to be bound by all the terms and conditions contained herein. Customer's signature heron evidences the agreement and certifies acknowledgement of receipt of the "installation packet", which includes, among other things important customer information.
2. **SUBSCRIPTION AND PAYMENT TERMS.** Customer is subscribing to Services set forth on this work order. Customer agrees to pay monthly charges in advance, all applicable taxes and fees. Customer agrees to pay for all Services provided by Kit Carson Internet including but not limited to charges for installation, Equipment, Services provided, and all applicable local, state or federal fees, taxes and surcharges.
3. **LATE/OTHER CHARGES.** You understand that we may impose an administrative late fee ("Late Fee") for each month's charges not paid when due. The Late Fee is intended to be a reasonable advance estimate of costs to manage past due accounts. Some examples of costs incurred to manage past due accounts include the additional expense associated with preparing additional bill statements, processing Customer's service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past due balances, making collection telephone calls, performing special procedures to process past due payments, generating work orders and performing necessary field work to collect past due accounts. Kit Carson Internet does not extend credit to our Customers and the Late Fee is not interest, a credit service charge or a finance charge. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including Late Charge, before service is restored. If your check is returned for insufficient funds, we may impose a service charge up to \$55.00. If you have not paid amounts due within 15 days of the due date, and we use the services of a collection agency and/or attorney to collect amounts due, you agree to pay to us, in addition to other amounts due, all reasonable agency and attorneys fees that we incur, including without limitation, court costs.
4. **OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** "Equipment" includes all Equipment installed in or on your premises by us including, without limitation NIDS, leased routers, and wiring. This equipment and other Kit Carson Internet property and facilities (Equipment) delivered to Customer and/or installed on the premises to receive the Service shall remain the sole and exclusive property of Kit Carson Internet. Customer assumes the risk of loss, theft or damage to all Equipment at all times prior to the removal of the units by Kit Carson Internet or return of the units by Customer. You agree to pay any Equipment charges associated with the Service. Upon termination of service for any reason, you agree to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to Kit Carson Internet within 3 days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or not returned to Kit Carson Internet for any reason within 3 days of termination, including fire, flooding, storm or other incident beyond Customer's control, Customer shall be liable to Kit Carson Internet for the full replacement cost of any unreturned or damaged Equipment.

You understand and agree that any deposit account may be used to offset the cost of any unreturned or damaged Equipment. Further, you understand and agree that Kit Carson Internet may charge your credit card on file at termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

5. **TAMPERING/MISUSE/LOST/STOLEN.** You shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from your premises and used in another location. You are responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in your possession, you shall be liable for the cost of repair or replacement of the Equipment.
6. **TERMINATION OF SERVICE BY CUSTOMER.** You may terminate Service by providing us with at least 30 days' advanced notice. You may terminate Service in person at the cable system office or by telephone. Account

holders are liable for all Services rendered by us up to the time the account has been de-activated, and we have received all Equipment.

7. **THEFT OF SERVICE.** The receipt of Services without our authorization is a crime. You understand that the law prohibits: 1) theft or unauthorized reception of cable programming; 2) assisting theft or unauthorized reception of cable programming (including the manufacturing or sale of equipment intended for such unauthorized use); and 3) willful damage, alteration or destruction of Equipment. You can be subject to both civil and criminal penalties for such conduct. Customer shall not intercept, receive, share or assist in the interception, receipt, or sharing of any Service offered by Kit Carson Internet without the prior written authorization of Kit Carson Internet. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from Kit Carson Internet.
8. **TERMINATION OF SERVICE BY KIT CARSON INTERNET.** We will give you two (2) days' prior written notice of a disconnection of all or part of your Service, except if the disconnection is requested by you, is necessary to prevent theft of service. Once your bill is fifteen (15) days past due, we may disconnect from your Service. Upon termination for any reason, the company may charge additional fees on any unpaid balance. Kit Carson Internet reserves the right to continue billing for services through the end of the billing cycle and until all Equipment has been returned. You understand and agree that any deposit account may be used to offset any outstanding balance and or the cost of any unreturned or damaged Equipment. Further, you understand and agree that Kit Carson Internet may charge your credit card on file at termination of Service in the amount of any outstanding balance and/or for the cost for any unreturned or damaged Equipment, in accordance with applicable law
9. **CHANGES IN SERVICE/CHARGES.** We may change our Services and charges, including deleting Services. We will give you fifteen (15) days' prior written notice of increases or other changes in charges or Services in conformity with applicable law. You acknowledge that the content, programs and/or formats of the Services may be discontinued, modified or changed by the owners of the services at any time without prior notice.
10. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided to you at the address where Kit Carson Internet installation is performed. Customer may not transfer Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without Kit Carson Internet prior written consent.
11. **SERVICE AND REPAIRS.** We will make reasonable efforts to maintain our fiber optic system and respond to service calls in a timely manner. We will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is your sole responsibility and you must pay us for the cost of repair or replacement.
12. **ACCESS ON PREMISES.** By entering into this Agreement, you hereby grant to Kit Carson Internet a license to enter upon your premises to construct, install, maintain, inspect and/or replace our cable lines and all other Equipment necessary to provide Services and from time-to-time check for issues. If you are not the owner of the premises, you warrant that you have authority to grant such a license to Kit Carson Internet or that you have obtained the consent from the owner of the premises for us to make the installation and maintenance contemplated by this Work Order. Furthermore, as the owner of the premises at which the Services are provided, I will upon request grant to Kit Carson Internet a perpetual easement without charge on and through my premises to construct, install, maintain, inspect and/or replace our fiber optic cable lines and all other Equipment necessary to provide Services to myself and others and from time-to-time check for service interruptions.
13. **COMPLIANCE WITH AGREEMENT.** We reserve the right to suspend performance or terminate Service for the breach of any of these terms and conditions or our policies related to the Services.
14. **CORRESPONDENCE.** Do not mail written correspondence with your bill statement. PLEASE SUBMIT ALL CORRESPONDENCE TO KIT CARSON INTERNET's LOCAL OFFICE
15. **PRIOR ACCOUNTS.** Customer warrants that no monies are owing to Kit Carson Internet from previous accounts with Kit Carson Internet. If Kit Carson Internet finds a prior account with Customer with monies owed to Kit Carson Internet, then Kit Carson Internet may apply any funds received to that prior account.
16. **AMENDMENT.** We may amend these terms and conditions of the Agreement, on a prospective basis, upon reasonable prior written notifications to you.

17. **CUSTOMER WARRANTIES.** You represent and warrant that you are at least 18 years of age and are legally authorized to enter into this Agreement. You warrant that you are legally empowered to authorize Kit Carson Internet to enter upon the premises for the purposes set forth in this Agreement, including but not limited to: (a) placing fiber optic transmission lines near or adjacent to the current locations of other utilities on the property, and if necessary, to install an above ground pedestal on the premises; (b) attaching wiring and equipment to a structure; and (c) installing, maintaining, repairing, or disconnecting Service.
18. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. a.) Kit Carson Internet makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder. b.) Limitation of Liability. Kit Carson Internet shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Service or any acts or omission associated therewith, including any acts or omissions by subcontractors of Kit Carson Internet, or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails. c.) Customer Exclusive Remedy. Kit Carson Internet entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by Kit Carson Internet of any obligation Kit Carson Internet may have under these Terms and Conditions shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall Kit Carson Internet liability to Customer for any claim arising out of this Agreement exceed the amount paid by Customer during the preceding thirty (30) day period.
19. **CUSTOMER INDEMNIFICATION.** YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS KIT CARSON INTERNET AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) YOUR USE OF THE SERVICE OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.
20. **VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY-** You understand and acknowledge that you may lose access to Kit Carson Internet Phone service or the service may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) KIT CARSON INTERNET, NETWORK OR FACILITIES ARE NOT OPERATING (ii) IF YOU OTHERWISE LOSE YOUR BROADBAND CONNECTION; (iii) IF YOU ARE EXPERIENCING A POWER OUTAGE (iv) IF ELECTRICAL POWER TO THE NID IS INTERRUPTED; and (v) IF YOU FAILED TO PROVIDE A PROPER SERVICE ADDRESS OR MOVED THE SERVICE TO A DIFFERENT ADDRESS. You understand and acknowledge that in order for your 911/E911 calls to be properly directed, the emergency dispatch must receive your location at time of call to help ensure proper dispatch of emergency personnel. Kit Carson Internet Phone service (including 911/E911) may fail altogether. You agree that, to the maximum extent allowed by law, Kit Carson Internet shall have no liability for any damages caused, directly or indirectly, by customer's inability to access the Services, including the Kit Carson Internet Phone and 911/E911 services. You agree to defend, indemnify, and hold harmless Kit Carson Internet, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, you or any third party or user of your account relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of you or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel.
21. **INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which downstream Internet access data may be transferred between Kit Carson Internet facilities and the network interface device at your home, office or apartment building. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which the Customer's NID receives and sends Internet access data through the public internet as such speeds are impacted by many factors beyond Kit Carson Internet control. Actual internet speeds vary due to many factors including the capacity or performance of your

computer or router and its configuration, your wiring and any wireless configuration, your destination and traffic on the Internet, internal network or other factors at the internet site with which you are communicating, congestion on the network and the general speed of the public internet. The actual speed may affect your on-line experience including ability to view streaming video and speed of downloads. Except as otherwise provided by law, we reserve the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.

22. INTERNET USE. You understand that use of our internet Service is subject to our Acceptable Use Policy, as may be amended from time to time, which can be found at www.kitcarson.com, or may be requested by contacting us at Kit Carson Internet 116 Cruz Alta Road Taos, NM 87571. You assume all responsibility and liability for the security of information on your personal devices, including but not limited to your computer, and information you transmit or receive through the Services. We have no responsibility, and we disclaim any liability for the security of any information on your personal devices, or the security or accuracy of any information or data transmitted or received through the Services. We have no responsibility, and we disclaim any liability for unauthorized access by third persons to your personal devices, files, or data or any loss or destruction of your files or data.

BY EXECUTING BELOW YOU UNDERSTAND AGREE WITH ALL TERMS AND CONDITIONS CONTAINED IN THIS WORK ORDER.

SIGN: _____

Technician Sign:_____

PRINT NAME: _____

Technician #_____ **DATE:** _____

THIS IS AN IMPORTANT CONTRACT DOCUMENT. PLEASE RETAIN THIS AND ALL ACCOMPANYING DOCUMENTS AND STORE THEM WITH YOUR OTHER IMPORTANT PAPERS