



## NEW BUSINESS INTERNET SERVICES AGREEMENT

### General Terms Last Updated December 22,2023

These additional terms and conditions (these “General Terms”) supplement the terms and conditions set forth in the Business Services Agreement entered into by and between Integration Technologies LLC, D.B.A INTECH, a Nevada limited liability company (“Operator”), and (“Customer”). The Operator and the Customer are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS Operator distributes communication technology services (including, where applicable, Internet, television, voice-over-Internet Protocol services, Internet Protocol Television, Internet of Things) and other broadband communications services, together with associated content, features and applications to subscribers in the United States, including Occupants residing in dwelling units and commercial tenants in single or multi-tenant unit properties. The television /Data Services and any additional services are collectively referred to herein as the “Services”; and

WHEREAS CUSTOMER owns, manages, leases, and or controls certain real property located at (the “Property”), and Customer wants the required hardware and components be installed and maintained at Property for Operator to market, sell and deliver the Services to the Customer and to occupants of the Property (“Occupants”).

**NOW THEREFORE**, in consideration of the mutual promises and covenants expressed herein, the Parties agree as follows:

1. ACCESS RIGHTS.

1.1 Easement. Customer grants to Operator an easement in gross (the “**Easement**”) to: (i) construct, install, lay, operate, relocate, maintain, repair, upgrade and remove the Distribution System (as defined in Section 1.2); (ii) on an exclusive basis, interconnect with, operate, and, if applicable, maintain, repair, relocate and upgrade the Home Run Wiring; (iii) on a non-exclusive basis, sell, and provide the Services to Occupants or commercial tenants at the Customer; and (iv) perform all of its obligations and exercise any of its rights under this Agreement. Operator and its contractors will have the right to park vehicles in non-reserved parking areas at no charge at the Property when visiting the Customer from time to time for customer service, marketing or other business reasonably related to Operator’s provision of Services to Occupants. Promptly upon execution of this Agreement, the Parties will execute the PROPERTY OWNER EASEMENT APPROVAL AND MEMORANDUM OF AGREEMENT attached as Exhibit E hereto. CUSTOMER will cooperate with Operator to ensure that the Easement and Memorandum of Agreement is properly recorded by Operator at its sole expense in the real Property records of the county in which the Customer is located. The Operator has the exclusive right to provide Fixed Wireless Internet, and the Customer will not contract with or permit any provider of services similar to provide any of Operator’s Services.

1.2 Distribution System and Inside Wiring. Operator will install exterior Distribution System at the Property in accordance with Operator’s specifications and will have the right to upgrade the Distribution System in its sole discretion. The Services will be delivered to the Units by means of the Distribution System in conjunction with the in-unit Home Run Wiring. The “**Distribution System**” consists of any and all equipment, facilities and components, including the Home Run Wiring, that are installed at the Property for the purpose of providing the Services to Occupants. The “**Home Run Wiring**” consists of various Communication cables such as but not limited to coaxial, category cabling, fiber optic, duct/ conduit extending from intermediate distribution frame (“**IDF**”) or interior facility serving each Unit to the low-voltage demarcation wiring panel where the Home Run Wiring is connected to the Distribution System. Low voltage cabling from the telecommunication closets to each unit does not exist. The low voltage cabling for the Home Run Wiring will be provided and installed by Operator and will remain the sole

property of Operator. This cabling and equipment upgrade has a value of \$95,000 and Operator will retain all rights of title and ownership of the cabling and equipment provided and installed by Operator. Existing materials will remain the ownership and responsibility of the Customer and all required maintenance shall be at the Customers’ expense.

1.3 Internet Closets and Access Site. The Customer will make available for Operator’s unencumbered exclusive use throughout the Term, at no cost to Operator Access Site(s). The “**Access Site**” consist of, (i) common area pathways, (ii) rooftops of building or similar structures at the Customer. The Access Site is a secure space where the Operator will install, operate and maintain antennas as well as related equipment. Customer will make available for Operator’s use adequate conduit, riser runs, or building pathways and secure space in one or more internet closet(s) or similar facilities or common area space for the location of Operator’s equipment, including one “**Main Services Closet**” for the location of Operator’s main distribution frame (“**MDF**”) and space in other Services closets as needed for the location of Operator’s IDF equipment. The Main Services Closet, the Antenna Site and other Services closets shall be occupied and used by Operator solely for the purpose of providing the Services, as well as the installation, maintenance, repair, replacement and removal of the Distribution System. The Main Services Closet(s) will provide sufficient space (as determined by Operator,) for Operator to locate its equipment needed for the provision of the Services pursuant to this Agreement, and shall be secure, and temperature-controlled such that the average ambient temperature does not exceed seventy-five (75) degrees Fahrenheit. Customer shall provide to Operator, four 110 VAC, 20 amp dedicated power source to the Main Internet Closet and each IDF used by Operator, as well as ventilation and such other utilities as necessary for the efficient operation and maintenance of the Operator’s equipment, as well as access to the Customer’s electrical system. The Customer will provide proper building ground within the Services Closets sufficient for Operator to ground its equipment. Customer does not have the right to permit others to have access to, utilize, operate, or maintain Operator property. Customer shall not: (i) interfere with or impede Operator’s use of and operations within the internet closet(s); (ii) endanger any portion of the Distribution System; (iii) allow access to the Distribution System of any unauthorized person; (iv) interfere with any of Operator’s signals or Services, or (v) increase

Operator's costs of operation at the Customer.

## WIRING.

1.4 Use of Customer for Data Transmission. As part of the Easement granted to Operator, Operator has the right, privilege and right-of-way to access to and use sufficient space within the Access Sites for the purpose of installing, operating, and maintaining satellite, radio and microwave and other transmission and reception devices ("**Devices**") to be used for the purposes of receiving and transmitting satellite, terrestrial and microwave signals for the provision of services at the Property and other buildings ("**Other Buildings**") served by Operator at no cost to the Operator. The Devices are part of the Distribution System and will remain the Customer of the Operator at all times. The Operator is responsible for installing, operating and maintaining the Devices at its sole expense in accordance with all applicable local, state and federal laws, regulations, and licensing requirements, including FCC, OSHA, and building code requirements. The Devices and associated equipment shall be installed, operated and maintained in such fashion as to not adversely affect equipment, systems or machinery of the Customer, or Occupants. Customer agrees not to take any actions, or allow others to take any actions, that would adversely affect the equipment, systems or machinery which comprise the Devices, including allowing others to install equipment subsequent to the Effective Date that interferes with the transmission or reception of the signals required to deliver the Services to the Customer or to Other Buildings. Operator agrees that the Devices shall not interfere with the transmission or reception of the signals required to deliver other services in the Customer. In the event that this Agreement is terminated by the Customer, the right of Operator to use the roof and other common areas to serve Occupants or Other Buildings shall survive the termination of this Agreement for as long as the Devices are being actively used by the Operator as described in this Section 1.4. Except as expressly provided herein, the rights granted to Operator under this Section 1.4 will survive the expiration or any earlier termination of this Agreement. In the event of early termination the Operator maybe required to pay a monthly lease fee only for all conditioned space being occupied by Operator equipment, the lease fee shall be equal the square foot area utilized by the Operator equipment multiplied by a square foot fee equal to or less than a comparable median commercial square foot lease rate within a 5 mile area.

## 2. OWNERSHIP AND USE OF DISTRIBUTION SYSTEM AND INSIDE

2.1 Personal Property. The Distribution System and any Home Run Wiring that is installed by Operator is the personal property of Operator. Title to each item of equipment to be provided by Operator at Customer's request ("Operator Provided Equipment"). Any other Operator equipment used in connection with the Services shall remain with Operator at all times, and Customer shall have no right, title or interest therein. Customer at its expense will keep the Operator Provided Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Customer's creditors and other persons. Customer shall not move any Operator Provided Equipment from the location installed without in each instance obtaining Operator's prior written consent thereto. All items of Operator Provided Equipment shall at all times be and remain personal property notwithstanding that any such Operator Provided Equipment may now or hereafter be attached or fixed to realty. Customer shall keep all Operator Provided Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Customer or any party other than Operator or anyone so claiming through Customer. Operator shall have the right, upon reasonable prior notice to Customer and during Customer's regular business hours, to inspect the Operator Provided Equipment at its location. Without the prior written consent of Operator, Customer shall not make any alterations, modification or attachments to the Operator Provided Equipment. All such permitted alterations, modifications and attachments made to the Operator Provided Equipment which cannot be removed readily without materially damaging the functional capabilities or economic value of the Operator Provided Equipment shall become the property of Operator and a part of the Operator Provided Equipment for all purposes hereof.

2.5 Maintenance. Operator, at Operator's expense, will maintain the Distribution System in substantial compliance with Legal Requirements, provided that to the extent such maintenance work is required due to damage caused by fire or other casualty, another provider of communications services at the Property, or the negligence or intentional misconduct of the Customer, or any of its agents or the Customer's Manager, upon receipt of Operator's invoice, the Customer will promptly reimburse Operator for all reasonable costs and expenses associated with such maintenance or repair

work. Customer will be granted access to the Operator and to the Distribution System during regular business hours for maintenance purposes and outside of regular business hours as needed to perform emergency repair or maintenance work on the Distribution System. Operator will promptly return all buildings and improvements at the Property, as well as any surface and underground areas located thereon that have been altered during the course of Operator's installation, operation, maintenance, repair, upgrade or removal of the Distribution System to substantially the same condition that existed prior to the work, ordinary wear and tear excepted. Customer shall periodically, in its reasonable discretion, maintain the Property components installed by or under Customer's control at the Property, including without limitation repairing or replacing any In-Unit Wiring as needed for the Operator to deliver the Services to Occupants. Operator shall receive written approval before performing any of the foregoing on Customer's behalf. Customer shall promptly reimburse Operator. Operator has no duty or obligation to provide, maintain or repair any television, computer, network device, receiver or other similar equipment that is owned by Customer or any Occupant or third party. In the event Operator responds to a reported Service problem and said problem is caused by a malfunction of or interference by wiring or equipment owned by the Customer requesting the service call, Operator reserves the right to impose a service charge on such Customer and/or to perform the service so requested at fees set by Operator from time to time. Further, in the event Operator responds to a reported Service problem and said problem is caused by damage or interference (or theft) caused by a third party, Operator reserves the right to bill Operator's cost to repair and/or replace such damaged or affected portions of the Distribution System to the Person who caused the damage, interference or theft, including service call costs. Customer shall supply names of its contractors to Operator if Operator so requests to determine the identity of the party responsible for such damage, interference or theft and shall cooperate with Operator in settling such damage disputes.

2.6 Customer Assistance; Non-Interference. Customer will use commercially reasonable efforts to keep the Distribution System and the Home Run Wiring and any other components required for distribution of the Services secure and prevent any unauthorized access to or tampering with such equipment. Customer will permit the use of surveillance equipment within internet closets. Customer further agrees that it will take

commercially reasonable efforts to ensure that any equipment installed or used by Customer or by any third party at the Customer shall not interfere with the Distribution System, the Home Run Wiring or any of the Services. Customer shall promptly notify Operator of any damage to or unauthorized tampering with the Distribution System, Home Run Wiring, or any other equipment that is owned or used by Operator. Customer will cooperate with Operator to obtain all government permits, licenses and approvals required for the design, installation, modification, maintenance, removal and other work contemplated hereunder in connection with or related to the Distribution System and the Services, including assisting Operator's enforcement of its rights hereunder.

3. SERVICES.

3.1 Beginning on the Start-Up Date, the Operator will make certain Services available to each Unit. The Services and the prices to be paid by the Customer for such Services are set forth on Exhibit B and Exhibit C. Operator may also offer the Services to any commercial tenants at the Property on an individual subscription basis. The "**Start-Up Date**" is the date the Services are first made available to Units at the Property.

3.2 Customer Support. Operator will accept and respond to customer service communications and will use commercially reasonable efforts to respond to reports of service outages and to restore such services promptly thereafter. Certified service technicians will be available 7 days per week, either in-person or virtually. System wide outages shall have a service technician onsite within 48 hours for month to month, 36 hours for 1-2 year agreements, 24 hours for 3 year agreements.

3.3 Operator Warranties. Operator shall make reasonable efforts and use best practices to protect, preserve, and secure all Customer belongings. Operator shall repair and restore any area of damage caused by Operator's performance under this agreement.

4. TERM; TERMINATION.

4.1 Term. Except in the case of earlier termination as provided in this Section 4, the term of this Agreement shall begin on the Effective Date, and shall continue without interruption for a period of [initial one:  1 years  2 years  3 years] following the Start-Up Date (the "**Initial**

Term"); provided, however, that if any months of free Services are provided, then the Initial Term plus any months of Free Services; and (b) immediately upon the expiration of the Initial Term, this Agreement shall automatically renew and continue in full force and effect for successive one (1) year periods (each a "Renewal Term"), unless Operator or Customer gives written notice to the other Party of its election to terminate this Agreement not more than 180 days and at least 90 days prior to the expiration of such Initial Term or Renewal Term, as applicable, in which event this Agreement shall terminate as of the last day of the then current Initial Term or Renewal Term, as applicable.

4.2 Default and Termination. Either Party may terminate this Agreement:

(a) Upon thirty (30) days written notice to the other Party describing in reasonable detail a material breach of this Agreement by such other Party and the breaching Party has failed to cure such breach within the said thirty (30) day time period, provided however, that: (i) the 30-day cure period does not apply to any breach of a monetary obligation set forth in this Agreement; (ii) if any non-monetary breach cannot reasonably be cured within the 30-day period, cause for terminating this Agreement does not occur if the defaulting party commences to cure the breach within the 30-day period and diligently completes the cure as soon as reasonably practicable; and (iii) the cure period may be extended by the operation of Section 7.6 (Force Majeure), except that if such breach is the failure to make a payment when due, the breaching party shall not be entitled to any such extension of time pursuant to Section 7.6; (iiii) the cure period may be extended by delays incurred by other parties required for repair of physical or software related failures causing limited or full losses of the Services. or

(b) Upon the filing of a petition in bankruptcy or for reorganization by or against the other Party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the other Party's Customer, if such order of appointment is not vacated within thirty (30) days; or (iv) in the event the Customer is totally or substantially destroyed by fire or other casualty rendering the Customer completely uninhabitable. Termination will be effective upon delivery of written notice to the defaulting Party.

The non-breaching Party may terminate this Agreement by providing written notice of

termination to the breaching Party.

4.3 Removal of Distribution System. Following expiration or earlier termination of this Agreement, Operator will, within one-hundred eighty (180) days after the termination or expiration date, remove all or certain components of the Distribution System insofar as such components are owned by the Operator. Any Operator-owned components of the Distribution System that are not removed from the Customer within such 180-day period shall be deemed abandoned by Operator. Notwithstanding anything to the contrary in this Section 4.3 or elsewhere in this Agreement, the Operator is not required to remove the Devices from the Customer within the 180-day period specified herein, and Operator will continue to own and operate such Devices pursuant to the Easement for as long as the Devices are being used by Operator as described in Section 1.4 of this Agreement. The provisions of this Section 4.3 will survive the expiration or any earlier termination of this Agreement.

4.4 Early Termination Fee. In the event the Agreement is terminated for any reason prior to the last day of the Term, then Customer shall pay Operator an early termination fee in an amount equal to the total monthly Customer invoice amount due at the time of termination multiplied by the number of months remaining in the Term. The Early Termination Fee shall be due and payable on the effective date of such termination and thereafter shall bear interest at a rate equal to the highest rate applicable to any of the Obligations.

5. REPRESENTATIONS AND WARRANTIES. Customer represents and warrants to Operator that: (i) Customer is the legal owner and the holder of fee title to or the Property of the controlling interest in the Property or tenant with a lease equal to or greater than the initial term of this agreement; (ii) it has taken all requisite action to approve the execution, delivery and performance of this Agreement (Customer will provide Operator with reasonable evidence of such upon request), (iii) the execution, delivery and performance of this Agreement shall not result in the breach of any agreement it has with any third party, (iv) it has the legal right and authority to grant Operator the right to interconnect with and use any easements, conduit, and Inside Wiring that is owned or controlled by the Property, as needed for Operator to deliver the Services, and (v) it is not and will not become a party to any agreement with a competing service provider that impairs Operator's ability to exercise all rights granted to Operator under this

Agreement.

6. INDEMNIFICATION. Each Party (each, an “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless the other Party and their affiliates and their respective directors, officers, and employees (each an “**Indemnified Party**”) from and against any and all claims, demands, suits, actions, proceedings, investigations, losses, damages, liabilities, judgments, costs and expenses (collectively, and including reasonable attorneys’ fees and other expenses of litigation, a “**Claim**”), suffered, incurred, or asserted by or against any Indemnified Party resulting from or arising out of any: (a) breach or alleged breach by the Indemnifying Party of any representation, warranty or covenant contained in this Agreement; (b) damages to the Customer or any personal Customer or personal injury caused by the Indemnifying Party; or (c) gross negligence or willful misconduct of the Indemnifying Party. The Indemnifying Party will defend the Indemnified Party against any Claim at the Indemnifying Party’s sole expense, provided that the Indemnified Party notifies the Indemnifying Party promptly in writing of any Claims, threatened or actual, and reasonably cooperates to facilitate the defense or settlement of such Claim. The Indemnifying Party has the right to settle any Claim for which indemnification is available, provided that to the extent such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party in any manner, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. Operator shall indemnify the Customer for any criminal act that occurs while Operator is in an Occupant Unit.

7. MISCELLANEOUS.

7.1 Disclaimer; Limitation of Liability. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE DISTRIBUTION SYSTEM OR THE PROVISION OF SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE. WITHOUT LIMITING ANY INDEMNIFICATION OBLIGATION HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, REGARDLESS OF THE FORESEEABILITY THEREOF, ARISING UNDER OR IN

CONNECTION WITH THIS AGREEMENT. OPERATOR IS NOT LIABLE TO CUSTOMER OR TO ANY THIRD PARTY INCLUDING ANY USER OF THE SERVICES FOR CLAIMS ARISING FROM OR RELATING TO SUCH PERSON’S USE OF THE SERVICES, OR TO ANY CONTENT ACCESSED OR UPLOADED TO THE PUBLIC INTERNET BY MEANS OF OPERATOR’S DISTRIBUTION SYSTEM.

7.2 Notices. All notices and other communications from either Party to the other hereunder shall be in writing and addressed to the appropriate party specified in Exhibit A, and shall be deemed received: (a) upon actual receipt when personally delivered; (b) 3 business days after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested; or (c) 1 business day after delivery to any nationally-recognized overnight delivery service on a business day for prepaid delivery on the next business day.

7.3 Applicable Law; Entire Agreement; Modification. The validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada (without regard to law of conflicts or choice of law). This Agreement, including all Schedules attached hereto, constitutes the entire agreement, whether written or oral, between the Parties, and supersedes all previous agreements, understandings, commitments or representations concerning the subject matter. This Agreement may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by the Party against whom the amendment, modification or waiver is sought to be enforced.

7.4 Arbitration. Any dispute or claim arising out of the interpretation, performance, or breach of this Agreement, including without limitation claims alleging fraud in the inducement, shall be resolved only by mediation and non-binding arbitration, at the request of either Party, in accordance with the rules of the American Arbitration Association, modified as herein provided. The arbitration shall be decided by one arbitrator and the arbitrator shall be, to the fullest extent available, either a retired judge or selected from a panel of persons trained and expert in the subject area of the asserted claims in accordance with the rules of the American Arbitration Association. The arbitrator shall apply the substantive law of the State in which the Customer is located to the proceeding, except to the extent Federal substantive law would apply to any claim. The arbitration shall be conducted in the largest metropolitan area in the locale of the Customer. An award may be entered against a Party who fails to

appear at a duly noticed hearing. The arbitrator shall prepare in writing and provide to the Parties an award including factual findings and the reasons on which their decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The Parties acknowledge and agree that no class arbitration shall be permissible hereunder. The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction. The Parties shall share equally the arbitrator's fees and other costs of the arbitration but in any action brought by either Party to enforce a term or condition of this Agreement against the other Party, the prevailing Party shall be entitled to recover from the other Party its costs and reasonable attorneys' fees. This Section and any arbitration conducted shall be governed by the United States Arbitration Act (9 U.S.C. Section 1, et seq.). The transactions contemplated herein involve commerce, as defined in said Act.

7.5 Severability. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail; provided, however, that in the event of any such conflict, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.

7.6 Force Majeure. Neither Party shall be liable to the other Party or others for any failure to perform its obligations under this Agreement where such failure was caused by an act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of government or other cause of similar or different nature beyond the affected Party's reasonable control, including, but not limited to, a power outage or any problem associated with the construction, use and/or operation of fiber optic network, Internet circuits owned by third parties, the public Internet or any problem associated with other equipment owned or maintained by others.

7.7 Successors and Assigns. This Agreement is binding upon and inures to the benefit of Customer and Operator and their respective successors and assigns. Operator may assign its interest in this

Agreement and its rights and obligations hereunder. If the Customer sells, conveys, or transfers the Customer, the sale, conveyance or transfer will be made subject to this Agreement, and Customer will have no liability for any obligations arising under this Agreement after any sale, conveyance or transfer if and only if: (a) proper notice is delivered to all parties involved in the transfer or assignment as set forth in this Section 7.7, and (b) the transferee assumes this Agreement in writing. Customer will notify Operator of any assignment no less than 45 days before the assignment. The rights and interests that Customer has granted to Operator in this Agreement are obligations not only of the Customer, but also of all subsequent owners and any others who may claim any right, title, or interest in the Customer or any portion thereof, including but not limited to any transferee that acquires the Customer or any interest therein by way of foreclosure or similar proceeding. Therefore, the rights and obligations granted to Operator in this Agreement run with title to the Customer and bind each subsequent owner of all or any portion of the Customer. Customer agrees that any rights and interests granted by Customer to Operator under this Agreement constitute interests in real estate and that such other rights and interests are irrevocably coupled with those interests in real Customer granted to Operator by virtue of this Agreement for the purposes contemplated therein.

7.8 Public Notices. Customer agrees that Operator may cause this Agreement or any statement or other instrument related to this Agreement to be filed or recorded among the public records in all necessary places in order that third parties shall be on notice that Operator owns the Distribution System, and that Customer has granted Operator the License and other rights in this Agreement. Each Party hereto agrees to execute and, if necessary, to file with the appropriate governmental entities, such documents, and take such further action, as the other Party hereto shall reasonably request in order to carry out the purposes of this Agreement.

7.9 Interpretation; Further Actions; Survival; No Agents or Joint Venture; Counterparts. This Agreement has been fully reviewed and negotiated by the Parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, the judicial doctrine according to which documents are to be construed against the drafter or provider of such document does not apply to this Agreement. The relationship of Customer and Operator is that of independent contractor, and accordingly, no Party hereto shall act as or be deemed an agent of the

other Party hereto or take any action or do anything that would create an obligation or liability of the other Party hereto or cause any third party to believe that such Party is an agent of the other Party hereto or that such Party is authorized to act on behalf of the other Party hereto. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument. This Agreement shall be binding upon the faxing, email, mailing or receipt by each Party of a signed signature page thereof to the other Party.

7.10 No Liens, Non-Disturbance. If any portion of the Customer is currently encumbered by the lien of any mortgage, trust deed or other similar encumbrance, Customer hereby covenants and agrees to use its commercially reasonable, diligent efforts to provide Operator with a non-disturbance agreement (a "Non-Disturbance Agreement"), in form and substance agreeable to Operator, duly executed, acknowledged and delivered by Customer and the holder of such mortgage, trust deed or encumbrance, within thirty (30) days after the Effective Date. Such Non-Disturbance Agreement may be recorded by Operator at any time. Customer shall specifically exclude the System from any description of the Customer pledged as security for any future indebtedness or obtain a Non-Disturbance Agreement signed by the lender in favor of Operator in connection therewith.

7.12 Survival. The following provisions will survive the expiration or any earlier termination of this Agreement: 1.1, 2.1, 2.3, 4.3, 6, 7.1, 7.3, 7.5, 7.9, 7.11 and 7.12.

7.15 Acceptable Use Policy. Each user of the Services is required to the Acceptable Use Policy provided in writing or via a web portal at the initial use of the Services by each Occupant. Acceptable Use Policy is subject to updates, alterations, security, changes as per to Operator's sole discretion.

**8** OBLIGATION OF PAYMENT. Customer is responsible for prepayment of the Service in full prior to the start of service for each month. Customer agrees that it will not resell the Services. Services may be reduced, disconnected, suspended or terminated if the Customer's account is past due or not in good standing. This Agreement shall not restrict Operator from charging fees for the installation and maintenance of equipment installed. Payment terms are set forth on the Business Internet Services Agreement.