



User Agreement

This Internet Service Agreement is entered into as of, by and between Chisholm Broadband, L.L.C., an Oklahoma limited liability company, and the following person(s) or business:

A. Customer(s):

Account #:

Account Name:

Account Address:

Account Contact:

B. Service Speeds and Monthly Charges:

C. Service Location:

D. Payment Method:

Customer shall upload Customer's credit card information or bank account information or provide said information to Chisholm so Chisholm can upload Customer's credit card information or bank account information into Chisholm's billing system so that all charges to Customer under this Agreement, including but not limited to Monthly Charges or charges for service calls, will be automatically paid through charges to Customer's credit card or ACH withdrawals from Customer's bank account.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Chisholm and Customer agree as follows:

1. Definition of Terms. The following terms shall have the following meanings as used throughout this Agreement:

1.1. "Agreement" shall mean this Internet Wireless Service Agreement.

1.2. "Chisholm" shall mean Chisholm Broadband, L.L.C., an Oklahoma limited liability company, with Brian Lamoreaux being its manager having a notice address of 4718 W. Owen K. Garriott Road, Enid, Oklahoma 73703; telephone number of (580) 366-0606 and email address of support@chisholmbb.com.

1.3. "Customer" shall mean the person, persons or business, as the case may be listed in Section A of this Agreement and all heirs, successor, assigns, employees, officers, directors, managers and any and all other agents and representatives.

1.4. "Damages" shall mean any actions, claims, causes of actions, damages, debts, demands, deficiencies, expenses, lawsuits, liabilities, losses, penalties, proceedings, suits, sums of money (including without limitations, attorneys' fees, experts' fees and costs incidental thereto).

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1.5. "Equipment" shall mean any and all data communication equipment and devices reasonably necessary for Chisholm to provide Internet to the Service Location.

1.6. "Internet" shall mean access services to the global computer network known as the Internet via a wireless transmission signal.

1.7. "Monthly Charge" shall mean the monthly charge listed in Section B of this Agreement; and as adjusted by Chisholm in the future in Chisholm's sole and absolute discretion.

1.8. "Payment Method" shall mean the means of payment as uploaded into Chisholm's billing system discussed in Section D on page 1 of this Agreement.

1.9. "Service Location" shall mean the service location as listed in Section C of this Agreement.

1.10. "Service Speed" shall mean the service speed listed in Section B on page 1 of this Agreement which is selected and initialed by Customer.

2. Services and Equipment Provided. Subject to the terms and conditions contained in this Agreement, Chisholm shall provide to Customer at the Service Location and Customer shall receive from Chisholm at the Service Location Internet along with the use of Equipment reasonably necessary, as determined by Chisholm in its sole and absolute discretion, for Chisholm to provide Internet for Customer at the Service Location and at the Service Speed.

3. Installation. Chisholm shall install the Equipment and connect Customer to the Internet which Customer hereby acknowledges and agrees to pay pursuant to Section 5 herein.

4. Term and Termination. The term of this Agreement shall be month-to-month commencing on the date of this Agreement and continuing in full force and effect until terminated by either party as provided in this Section 4. If this Agreement is not terminated by either party prior to the expiration of the current month's service, it shall automatically renew for an additional month based the same terms and conditions contained herein.

4.1. Customer's Termination. Customer may terminate this Agreement: (a) by giving Chisholm written notice of termination prior to the expiration of the current month's service; or (b) pursuant to Section 11.2 herein.

4.2. Chisholm's Termination. Chisholm may terminate this Agreement: (a) immediately with or without cause by giving Customer written notice of termination; or (b) pursuant to Section 11.1 herein.

5. Payment for Services. Customer shall immediately pay Chisholm the Estimated Installation Charge upon completion of the installation of Internet and Equipment at the Service Location. Customer shall also pay the Monthly Charge on or before the monthly anniversary date of the Customer's installation in each and every month for the months in which Chisholm will be providing Internet to Customer. In addition, Customer shall pay Chisholm for service calls as requested by Customer at Chisholm's normal hourly rate as published on its website. Customer hereby irrevocably and unconditionally authorizes Chisholm to charge the Customer's credit card or draft Customer's bank account as selected by Customer in Section D on page 1 of this Agreement for any and all amounts due Chisholm



under this Agreement, including interest, late fees and costs pursuant to Section 6 herein. Regardless of whether this Agreement is terminated by Customer or Chisholm, Chisholm shall not refund any and all amounts already collected by Chisholm prior to termination of this Agreement.

6. Interest, Late Fees, Costs and Lien. If Customer fails to pay Chisholm any amounts to Chisholm when due, Customer shall pay interest to Chisholm at the annual rate of 18.00% per annum, prorated to the day of payment, for each day in which Customer owes any amounts to Chisholm. In addition to interest, Chisholm may charge Customer a late fee, in Chisholm's sole and absolute discretion, equal to 10.00% of the Monthly Charge for each and every month Customer owes Chisholm any amounts hereunder. Customer shall pay Chisholm any and all attorneys' fees, collection agency fees and costs incurred by Chisholm in pursuing collection of any and all amounts due Chisholm from Customer. Customer hereby grants Chisholm a lien on the Service Location, and any and all proceeds therefrom for the payment of any and all amounts due Chisholm; and if necessary, further authorizes Chisholm to file any and all notices in the real estate records necessary to perfect its lien on the Service Location.

7. Equipment. Any and all Equipment provided by Chisholm to Customer under this Agreement is and shall at times be and remain the sole and exclusive property of Chisholm. Customer shall have no right, title or interest therein or thereto except as to use the Equipment in accordance with this Agreement. The Equipment shall remain Chisholm's personal property regardless of whether it becomes affixed or attached to real property or permanently rest upon any real property or any improvements thereon. Customer shall not repair, replace, alter, fix, upgrade or damage the Equipment in any manner, and shall not or affix or install any accessory, equipment or devise on any of the Equipment without Chisholm's prior written consent. Chisholm shall, at any time during normal business hours, have the right to inspect and examine the Equipment.

8. Customer's Covenants, Warranties and Representation. Customer hereby covenants, warrants and represents to Chisholm the following:

8.1. Internet Usage. Customer shall only use Internet and Equipment for lawful purposes and shall not use Internet or Equipment for any illegal purpose, including but not limited to transmitting any data, material, information, documentation, photographs, images, content or any other communication which violates any federal, state or local law or ordinance. Customer shall use the Internet provided under this Agreement for Customer's own use at the Service Location only and shall not allow access to the Internet for anyone other than Customer and shall not use the Internet at any place other than the Service Location, including but not limited, reselling or retransmitting the Internet. Customer may have as many computers accessing the Internet as Customer desires as long as any and all such computers are located at the Service Location.

8.2. Data Received. Customer acknowledges and agrees Chisholm has no ability or responsibility and shall not be liable in any way to regulate the data, material, information, documentation, photographs, images, content or any other communication received by Customer through the Internet.

8.3. Hardware and Software. Customer shall provide all equipment, hardware and software, other than the Equipment provided by Chisholm, to access the Internet, and acknowledges and agrees Chisholm shall have no such responsibility to provide any equipment, hardware or software other than the Equipment. Customer shall pay any and all costs of providing all equipment, hardware and software required under this Section 8.3.

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8.4. Security. Customer shall ensure Customer has proper security programs and measures in place to protect Customer and any and all of Customer's equipment, hardware, software, data, documentation and information from any and all threats encountered by Customer by accepting and using the Internet under this Agreement. Customer hereby acknowledges and agrees Chisholm shall not have any liability for Customer's usage of the Internet.

8.5. Return and Condition of Equipment. Upon the expiration or termination of this Agreement, Customer shall provide Chisholm with access to the Equipment so Chisholm may take possession of the Equipment within 3 business days after the expiration or termination of this Agreement. At the time Chisholm retakes possession of the Equipment, it shall be in the same operating order, repair, condition and appearance as when Chisholm installed the Equipment at the Service Location with reasonable wear and tear for authorized use excepted.

9. No Warranties. Chisholm expressly makes no representations or warranties, either express or implied, as to any matter whatsoever, including but not limited to the condition or quality of the Interest and Equipment provided under this Agreement, their merchantability, suitability, quality or fitness for a particular purpose, and hereby expressly disclaims any and all warranties, either express or implied, with respect to the Internet and Equipment provided under this Agreement, including but not limited to, any and all implied warranties of merchantability or fitness for a particular purpose.

10. Release, Hold Harmless and Indemnification. Customer hereby unconditionally and irrevocably releases and holds Chisholm and its employees, managers, members, agents and other representatives harmless from any and all liability for any and all Damages, whether legal or equitable and without limitation, resulting from this Agreement and Chisholm's provision of Internet and Equipment to Customer under this Agreement. Furthermore, Customer shall indemnify Chisholm and its employees, managers, members, agents and other representatives against and in respect to any and all Damages, whether legal or equitable and without limitation, resulting from this Agreement and Chisholm's provision of Internet and Equipment to Customer under this Agreement.

11. Default and Remedies. In the event in the performance or observance of any of the terms, conditions or provisions of this Agreement:

11.1. Customer's Default – Chisholm's Remedy. If Customer fails to perform Customer's obligations hereunder or abide by Chisholm's Acceptable Use Policy posted on its website at www.chilshombb.com, except as excused by Chisholm's default, Chisholm may: (a) seek specific performance; (b) waive such default; (c) terminate this Agreement by written notice to Customer; and (d) exercise any and all other remedies available under state or federal law as a result of such default.

11.2. Chisholm's Default – Customer's Remedy. If Chisholm fails to perform Chisholm's obligations hereunder, except as excused by Customer's default, Customer may: (a) seek specific performance; (b) waive such default; (c) terminate this Agreement by written notice to Chisholm; and (d) exercise any and all other remedies available under state or federal law as a result of such default.

12. General Provisions.

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12.1. Notices. All notices required or permitted herein must be in writing and shall be deemed to have been given on the date of service if served personally, on the date of email if properly emailed, or on the third business day after mailing if mailed by registered or certified mail, return receipt requested, postage prepaid, to either party. Chisholm's notice addresses are as listed in Section 1.2 herein while Customer's notice addresses are as listed in Section A on page 1 of this Agreement. Chisholm and Customer may change their notices addresses by giving written notice of the change in their notice address to the other party.

12.2. Integrated Agreement. This Agreement contains and constitutes the entire agreement between the parties herein and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. There are no agreements, understandings, restrictions, warranties or representations among the parties relating to the subject matter hereof other than those set forth herein.

12.3. Construction. This Agreement shall be construed, enforced and governed in accordance with the laws of the State of Oklahoma. The descriptive headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision contained herein. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, there shall be no presumption or burden of proof, which arises favoring or disfavoring any party by virtue of the authorship or any of the provisions of this Agreement.

12.4. Invalidity. If any provision contained in this Agreement shall for any reason be held to be invalid, illegal, void or unenforceable in any respect, such provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to such invalid, illegal, void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions contained herein shall not be affected thereby.

12.5. Binding Effect. This Agreement is not intended to have any legal effect whatsoever, or to be a legally binding agreement, or any evidence thereof, until all parties have signed it. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

12.6. Assignment. Chisholm may at any time assign all or any portion of this Agreement and Customer shall recognize such assignment. Customer may not assign any portion of this Agreement without the prior written consent of Chisholm.

12.7. Jurisdiction and Venue. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be litigated in the District Court of Garfield County, State of Oklahoma.

12.8. Litigation Expense. In any action brought by a party hereto to enforce the obligations of any other party hereto, each party shall be pay its own attorneys' fees, experts' fees, court costs and other expenses incidental to such litigation.

12.9. Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.



12.10. Amendment and Waiver. Chisholm reserves the right to change any and all of its rates charged Customer, including but not limited to the Monthly Charge and hourly rates charged for service calls, without any prior notice to Customer by publishing said rates on its website at www.chisholmbb.com. This Agreement may be amended at any time, but only by an instrument in writing executed by both Chisholm and Customer. A party hereto may waive any requirement to be performed by the other party, provided that such waiver shall be in writing and executed by the party waiving the requirement.