

Internet Service Agreement

Effective 1 September 2020

This is an agreement ("AGREEMENT") between you ("CUSTOMER") and PRISM LLC ("PRISM"), a New Mexico Limited Liability Company, for wireless Internet service ("SERVICE").

- 1. Acceptance of this AGREEMENT.** If CUSTOMER uses or otherwise indicates his/her acceptance of the SERVICE, CUSTOMER is deemed to have accepted this AGREEMENT and agrees to be bound by its terms.
- 2. Term of AGREEMENT.** This AGREEMENT will commence upon activation of SERVICE and continue until CUSTOMER or PRISM terminates the SERVICE. SERVICE is provided to CUSTOMER on a month-to-month basis. PRISM may terminate SERVICE and this AGREEMENT by giving notice to CUSTOMER at any time. CUSTOMER may terminate SERVICE and this AGREEMENT by giving notice to PRISM at any time.
- 3. Charges and Billing.** CUSTOMER agrees to pay all fees associated with SERVICE, including, but not limited to, fees for installation, service calls, and monthly SERVICE. PRISM may change the monthly service fee by giving at least thirty (30) days advance notice to Customer.

Fee Schedule:

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| Installation – Standard (<i>basic antenna and standard installation</i>) | \$ 99.00 |
| Installation – Advanced (<i>stronger antenna or complicated installation</i>) | \$ 159.00 |
| Router/Wi-Fi Setup (<i>your existing router or one we give to you</i>) | \$ 79.00 |
| Standard monthly SERVICE (<i>20 mbps down / 5 mbps up</i>) | \$ 65.00 |

The SERVICE fee will be billed to CUSTOMER in advance on a monthly basis. The billing period shall begin on the first day of each month and end on the last day of each month. The first billing period shall be pro-rated from the date of SERVICE activation through the remaining days of the month. There shall be no refunds or credits on any fees or charges, including partially used SERVICE periods. CUSTOMER may cancel SERVICE up to five (5) days in advance of the last day of the current SERVICE period, and cancellation will be effective on the last day of the current SERVICE period. Any request for cancellation after the commencement of a SERVICE period will be effective at the end of the then-current SERVICE period.

4. **AGREEMENT to Electronic Billing and Automatic Online Payment by Credit Card.** CUSTOMER agrees to be billed electronically and to pay all bills automatically by credit card through the customer portal at <http://prismbroadband.com/customer-login/>. CUSTOMER is responsible for updating payment information through the portal to ensure timely payment of monthly SERVICE fees. Invoices will automatically be generated on the 1st day of each month for that current month with payment due immediately. The credit card on file will then automatically be charged for the amount due on that invoice. No action will be required by CUSTOMER. There will be NO paper billing and PRISM does not accept cash or checks payments. IF PAYMENT IS NOT RECEIVED DUE TO NO, OR EXPIRED CREDIT CARD, SERVICE MAY AUTOMATICALLY BE SUSPENDED UNTIL PAYMENT IS RECEIVED. THERE WILL BE NO CREDIT FOR SUSPENDED SERVICE.

5. **Remedies for Late Payment or Failure to Pay.** CUSTOMER may be billed fees, charges, and assessments related to late, declined, or non-payments if for any reason payment is not received for full amounts billed to CUSTOMER by due date. In the event a payment is declined, PRISM may assess a fee of twenty-five dollars (\$25.00) to CUSTOMER. If CUSTOMER fails to pay the full amount due for any or all charges then PRISM, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect the SERVICE without a reduction in the fee or charges. In the event that CUSTOMER fails to pay any SERVICE fee or other charge when due or otherwise breaches this AGREEMENT, PRISM shall be entitled to recover any expenses of collection or enforcement, including without limitation, attorney fees. Furthermore, PRISM will have the right to remove and recover all PRISM equipment installed at CUSTOMER's location.

6. **Availability of SERVICE.** Upload and download speeds are not guaranteed. PRISM will make best efforts to provide the target bandwidth to which CUSTOMER is subscribed. SERVICE availability is subject to limitation or interruption due to various factors including governmental actions or regulations; acts or omissions of underlying Internet access providers; topographic, geographic and other environmental conditions; problems with the installation, operation or maintenance of the Equipment; erection or growth of obstructions that interfere with or diminish SERVICE; acts of God; strikes; riots; wars; and other causes beyond the control of PRISM. SERVICE availability is further subject to limitation or interruption due to capacity or transmission limitations or measures taken to prevent misuse of SERVICE.

7. **Use of SERVICE.** CUSTOMER agrees SERVICE may only be used in accordance with all applicable laws, statutes, regulations and rules, and in accordance with the PRISM Acceptable

Use Policy, as it exists and may be updated from time-to-time. The PRISM Acceptable Use Policy may be found at <http://prismbroadband.com/pricing-terms/>.

8. **Access to CUSTOMER Premises.** CUSTOMER agrees to allow PRISM the right to enter CUSTOMER premises at which the SERVICE and/or equipment will be provided (the "PREMISES") at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing, and removing the SERVICE and/or equipment used to receive the SERVICE. CUSTOMER warrants that CUSTOMER is either the owner of the PREMISES or that CUSTOMER has the authority to give PRISM access to the PREMISES. If CUSTOMER is not the owner of the PREMISES, CUSTOMER is responsible for obtaining any necessary approval from the owner to allow PRISM into the PREMISES to perform the activities specified above. In addition, CUSTOMER agrees to supply PRISM, if requested, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization.

9. **Maintenance and Ownership of Equipment.**
 - a. **PRISM Equipment.** PRISM Equipment ("EQUIPMENT") means all new or reconditioned EQUIPMENT that PRISM provides to CUSTOMER, including, but not limited to, cabling or wiring, antenna, related electronic devices, and any other hardware required for SERVICE installation. CUSTOMER expressly agrees to use EQUIPMENT exclusively in connection with the SERVICE. CUSTOMER agrees that all EQUIPMENT belongs to PRISM and will not be deemed fixtures or in any way part of the PREMISES. PRISM may remove or change the EQUIPMENT at our discretion at any time SERVICE is active or following the termination of SERVICE. CUSTOMER acknowledges that any addition to, removal of, or change to EQUIPMENT may interrupt the SERVICE. CUSTOMER may not sell, lease, abandon, or give away the EQUIPMENT, or permit any other SERVICE provider to use the EQUIPMENT. The EQUIPMENT may only be used on the PREMISES unless expressly permitted in writing by PRISM. CUSTOMER agrees not to allow anyone other than PRISM to service EQUIPMENT. CUSTOMER is responsible for loss, repair, replacement and other costs, damages, fees and charges if EQUIPMENT is not returned to PRISM in an undamaged condition, normal wear and tear excepted.
 - b. **CUSTOMER Equipment.** PRISM has no responsibility for the operation, support, maintenance, or repair of any CUSTOMER equipment including, but not limited to, CUSTOMER equipment to which PRISM or a third party has sent software or downloads.

10. **Assignment.** This AGREEMENT and SERVICE furnished hereunder may not be assigned by CUSTOMER to any third party.

11. **LIMITED WARRANTY.** EQUIPMENT AND THE SERVICE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER PRISM NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT EQUIPMENT OR SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.
12. **LIMITATION OF LIABILITY.** ANY LIABILITY OF PRISM, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, ELECTRICAL SURGE/DAMAGE/INTERFERENCE, IMPROPER GROUNDING, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY OR ON BEHALF OF CUSTOMER TO PRISM FOR THE CURRENT MONTH. PROVIDED HOWEVER, IN NO EVENT, INCLUDING, WITHOUT LIMITATION, A NEGLIGENT ACT, SHALL PRISM BROADBAND OR ANY OF ITS AFFILIATES, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE CONTENT OR INFORMATION PROVIDED OR DISTRIBUTED BY PRISM OR ANY OTHER CUSTOMER OR RELATED TO ANY PRODUCTS, SERVICES, OR INFORMATION OFFERED OR SOLD, OR INABILITY TO USE THE SERVICE OR OTHERWISE IN CONNECTION WITH THIS CONTRACT, REGARDLESS OF WHETHER PRISM OR ANY OF ITS AFFILIATES, OFFICERS, EMPLOYEES, OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **INDEMNIFICATION.** CUSTOMER AGREES THAT CUSTOMER SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS PRISM AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS AND SHALL REIMBURSE PRISM FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY PRISM IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION

ARISING OUT OF (a) CUSTOMER USE OF SERVICE(S), EQUIPMENT OR CUSTOMER EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM CUSTOMER USE OF SERVICE(S) OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, OR MEDICAL MONITORING SYSTEM; AND (d) CUSTOMER BREACH OF ANY PROVISION OF THIS AGREEMENT OR ANY ACCEPTABLE USE POLICY.

14. **Governing Law.** This AGREEMENT is governed by and shall be construed in accordance with the laws of the State of New Mexico, U.S.A., without reference to its conflicts of law provisions. CUSTOMER agrees to submit to the personal and exclusive jurisdiction of the city, state, and federal courts located within or near the City of Santa Fe, County of Santa Fe, New Mexico for any disputes with PRISM arising out of this AGREEMENT.

15. **Entire AGREEMENT.** This AGREEMENT and any other documents incorporated by reference constitute the entire AGREEMENT and understanding between CUSTOMER and PRISM as to the subject matter hereof, and supersedes any prior written and oral negotiations, representations, guaranties, warranties, promises, orders, statements or AGREEMENT between the CUSTOMER and PRISM or any statement or representation made or furnished by any other person representing or purporting to represent either PRISM or Customer. If any portion of this AGREEMENT is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. PRISM does not waive any provision or right if PRISM fails to insist upon or enforce strict performance of any provision of this AGREEMENT. Neither the course of conduct between CUSTOMER and PRISM nor trade practice shall act to modify any provision of this AGREEMENT.

16. **Notices.** PRISM may deliver any notice concerning PRISM relationship with CUSTOMER, including notice of any change to this AGREEMENT, in any one or more of the following ways, at PRISM's discretion: (1) by posting it on www.prismbroadband.com or any other website about which CUSTOMER has been notified; (2) by mail or hand delivery to CUSTOMER's PREMISES; or (3) by e-mail to the address for CUSTOMER's account in PRISM's records. CUSTOMER agrees that any one of the foregoing will constitute sufficient and effective notice under this AGREEMENT. Because PRISM may from time-to-time notify CUSTOMER about important information regarding SERVICE and this AGREEMENT by these methods, CUSTOMER agrees it is her/his responsibility to regularly check her/his postal mail, e-mail and all postings at <http://www.prismbroadband.com> or any other website about which CUSTOMER has been notified. If CUSTOMER finds any change to this AGREEMENT to be unacceptable, CUSTOMER has the right to cancel the SERVICE. CUSTOMER's continued receipt of the



SERVICE for more than thirty (30) days after PRISM delivers notice of the change, however, will constitute CUSTOMER's acceptance of the change.