

Holy Wireless Residential Customer Agreement:

Accessing the Internet over the Holy Wireless network constitutes your acceptance of this Agreement. If you do not accept this agreement and the Terms and Conditions set forth by Holy Wireless, immediately disconnect your computer from the Holy Wireless network and disconnect any Holy Wireless equipment from its power source and inform Holy Wireless to remove your account from the Holy Wireless network. Return all leased equipment to Holy Wireless as soon as possible.

This Customer Agreement, including any applicable addenda to this Customer Agreement (collectively, the “Agreement”) describes the terms and conditions between you and Holy Wireless, (“Holy Wireless” “Us” or “We”), applicable to Holy Wireless Internet access services (the “Internet Service(s)”). Please note that if you receive a bill for any related services from a third party, other than Holy Wireless, the terms of any customer agreement with that third party and their contact information will be different than provided in this Agreement.

Please read this Agreement carefully since it contains important contract rights and obligations between you and Holy Wireless, as well as important limitations on those rights.

If you would like to contact us, you may call or write:

(903) 626-8133
 Holy Wireless
 P.O. Box 777
 Jewett, TX 75846
 Attention: Customer Care

A. Minimum Service Commitment: The Internet Services require subscribers to commit to a 24-month minimum service term (“Minimum Service Term”), unless a different term is stated in this Agreement for your specific plan. If you terminate Internet Service prior to the expiration of the Minimum Service Term, you will owe (and your credit card, debit card, or bank account will be charged) the termination fee described below (the “Termination Fee”) and/or any other termination fees described in this Agreement applicable to the Service(s) you are receiving. You may not downgrade your Cougar WiFi Internet Plan to a lower Cougar Wifi Internet Plan until 30 days after activation of your Cougar WiFi Internet Service.

B. Term and Renewal: The term of this Agreement commences on the first day of the second month after your Internet Service is activated and continues for the duration of the Minimum Service Term unless terminated earlier by you or Holy Wireless. After the first month has passed from initiation of your account, your bill will be pro-rated to align the billing date to the first of the month. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a

month-to-month basis, unless you have agreed to a new Minimum Service Term under an Internet Service plan offered by Holy Wireless (“Renewal Service Term”).

C. Equipment: New Internet Service customers must pay for the equipment provided by Holy Wireless (“Equipment”) in order to receive the Internet Service. Customers must also allow Holy Wireless to install the equipment in a location on their premises that allows for good reception of the wireless Internet signal. Only Holy Wireless-authorized installers may install the Equipment at your residence.

D. Data Allowance Policy: CougarWifi and CougarData service plans are subject to data usage limits which are described in the Data Allowance Policy. If you exceed your data usage limits, Holy Wireless may significantly slow and/or restrict your Internet Service, or certain uses of your Internet Service, for a period of time. The data usage limits for these Internet Service plans are set forth in Exhibit A, attached hereto and incorporated herein. Data plans with higher usage limits are available for an additional charge per month. Additional data blocks are available for one-time fees whenever needed without having to change your overall plan.

E. Termination Fee: If you cancel the Internet Service (resulting in termination of this Agreement) before completion of the Minimum Service Term or Renewal Service Term, the Termination Fee is equal to the number of months left in your Minimum Service Term or Renewal Service Term multiplied by \$50.00 unless a different termination fee is stated in this Agreement for your Internet Service plan. The minimum Termination Fee for all plans is \$150.

F. Return of Equipment: If you fail to return leased Equipment within 30 days after termination of this Agreement, additional charges will apply as specified in the Lease Addendum. If you purchased your Equipment, you are not required to return the Equipment upon termination of this Agreement. In any event, Holy Wireless is not obligated to de-install the Equipment.

G. Payment Authorization: You authorize Holy Wireless to charge your credit card or debit card, or initiate an electronic funds transfer out of your bank account (“EFT Payment”) for payment of all, or any portion of your Service fees, the Termination Fee (and/or any other applicable termination fee(s)) and any other amounts payable under this Agreement, until such amounts are paid in full, unless you live in a state where Holy Wireless is required under applicable law to accept another method of payment or Holy Wireless has agreed to accept another method of payment from you.

This Agreement has 26 pages and incorporates the Holy Wireless Data Allowance Policy, Bandwidth Usage Policy, Privacy Policies, Acceptable Use Policy and your Internet Service plan as posted on the applicable Holy Wireless website:

www.HolyWireless.com or www.CougarWifi.com or www.CougarData.com.

In addition, you acknowledge that you have received, read, understand and agree to be bound by all of the terms and conditions set forth on each of the pages of this Agreement and the incorporated documents. Each of these documents may be updated from time to time without advance notice.

All information requested below must be provided for creation of account with Holy Wireless

Date: _____

CUSTOMER INFORMATION
AUTHORIZED SIGNER INFORMATION
(if Customer is not present at Installation)

Customer Signature:

Date:

Print Signer's Name:

Authorized Signer's Signature:

Date:

Print Authorized Signer's Name:

(By signature I affirm that the Customer has authorized me to establish an account in the Customer's name)

Print Customer Name:

Street Address:

City, State, Zip

Customer permanent phone number at place of Internet Service

Customer cell phone number used to receive SMS (text) messages from Holy Wireless

Customer email address used to communicate with Holy Wireless

Terms and Conditions

1. The Service

1.1 Limitations: The Internet Service is available only at locations within the Holy Wireless service area located in the Greater Leon County and surrounding areas with an unobstructed view of one of the Holy Wireless Internet signal transmission sites.

VOIP (voice over Internet protocol) phone services may or may not work properly at all times due to unforeseen Internet traffic on and beyond the Holy Wireless network. Phone service is not guaranteed and cannot be relied upon at all times for emergency or other urgent voice communications requirements.

Internet gaming may or may not work properly at all times for the same reasons.

VPN (Virtual Private Network) services may or may not work properly at all times for the same reasons.

Wireless Internet connections are at the mercy of weather and other environmental conditions, shared usage, Mother Nature, Acts of God, etc. It is all a function of radio communications that are by no means totally reliable. Anybody that has used a cell phone understands that intermittent functionality is all a part of the convenience of having wireless communications.

1.2 System Requirements. It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the Internet Service.

1.3 Vacation/Seasonal Suspend Plan. If you have a CougarWifi and/or a Cougar Data Internet Plan and you have received and paid for the Internet Service for at least 30 days, you may convert your Internet Plan to the Vacation/Seasonal Suspend Plan (the "Seasonal Suspend Plan"). You must receive the Seasonal Suspend Plan for a minimum of 60 days. You may not receive the Seasonal Suspend Plan for more than 180 days in any calendar year. The monthly Internet Service fee for the Seasonal Suspend Plan will be as stated by us at the time that you convert to the Seasonal Suspend Plan. Your monthly Internet Service fee for the billing periods in which you switch into and out of the Seasonal Suspend Plan will be pro-rated to reflect the difference between the monthly Internet Service fee for your Internet Plan and the Seasonal Suspend Plan. If you are paying a monthly Equipment lease fee, you will continue to incur these charges while on the Seasonal Suspend Plan. If you prepaid your Equipment lease fee, the months during which you are on the Seasonal Suspend Plan will continue to be applied against your prepaid Equipment lease fee. Internet service, Buy More, the Late Night Free Zone,

and the Early Bird Free Zone will not be available to you while you are on the Seasonal Suspend Plan. All promotional discounts will cease upon conversion of your account to the Seasonal Suspend Plan and will not be reactivated when you return to your original Internet Plan. Service calls are not available while you are on the Seasonal Suspend Plan. If you have been on the Seasonal Suspend Plan for 180 or more days in a calendar year and have not called us to resume regular Internet Service, we will automatically restore your Internet Service to the lowest priced Internet Plan currently available in your area.

2. Who May Use The Service? Responsibility and Supervision

2.1 Age and Account Set-Up. You represent that the Service will be installed and used solely in your residence and not in any commercial, retail or other business location (other than a home office in your residence), unless specifically agreed to in writing by Holy Wireless. You represent that you are at least 18 years of age. You agree that you are responsible for obtaining installation services for the equipment from a Holy Wireless-authorized installer and for verifying and maintaining the account, options, settings and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information.

2.2 Multiple Use of Account. Only devices physically located in your residence and your family members who permanently reside in your household may receive the Service under a single billing account. Your “household” is limited to the single address where you reside and where the Service is installed. It does not include adjacent apartments, residences, offices or any type of space not physically associated with your address. **Any use of the Service other than as specified above is unlawful and unauthorized and a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the Service and the imposition of the Termination Fee and/or any other applicable termination fees, without prejudice to any rights and remedies available to Holy Wireless under this Agreement, at law and at equity.**

2.3 Installation of Equipment. You represent that there are no legal, contractual or similar restrictions on the installation of the Equipment in the location(s) you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners’ association rules, covenants, conditions, and restrictions related to the Service, to pay any fees or other charges, and to obtain any permits or authorizations necessary for the Service (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for violation of any applicable Legal Requirements. You acknowledge and agree that Holy Wireless or its designated service provider will be required to access your premises and computer to install and maintain the Equipment, including the antenna and its components. This will include attaching the Equipment to your computer. You confirm that you have reviewed the installation plan and agreed to any

associated charges. If you approved a roof mount, you acknowledge the potential risks associated with this type of installation. By signing this Agreement, scheduling a service or installation visit, and permitting us or our service provider to enter your home, you are authorizing Holy Wireless and its service provider to perform all of the above actions. **You are responsible for backing up the data on your computer and we highly recommend that you do so prior to permitting access to us or one of our designated service providers.**

NEITHER HOLY WIRELESS NOR ITS SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM THE EQUIPMENT OR ANY INSTALLATION, REPAIR OR OTHER SERVICES ASSOCIATED WITH THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES OR LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER; LOSS OF REVENUE OR ANY DAMAGES EITHER REAL OR IMAGINED RESULTING FROM THE USE OF HOLY WIRELESS INTERNET SERVICE OR FROM THE INABILITY TO USE THE HOLY WIRELESS INTERNET SERVICE.

This limitation does not apply to any damages arising from the gross negligence or willful misconduct of us or one of our designated service providers. Time frames for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors including your physical location and its proximity to any Holy Wireless broadcast facilities.

2.4 Subscriber Responsibility. You agree that you are responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for the Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You agree that you are responsible for backing up (a) any data you submit, receive or transfer over the Service, including, but not limited to, your email; and (b) any data, files, programs, or applications on any device you connect to the Service. You acknowledge that you are aware that content accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of your account by minors. You ratify and confirm any obligations incurred by a minor using your account.

3. Fees and Payment

3.1 Fees, Taxes and Other Charges.

(a) **Commencement and Duration of Fees.** You acknowledge that (subject to any exceptions granted by us) you will pay for the Service each month in advance by credit card that you must register for 'Auto-Pay' services and agree that such monthly fees will apply for each and every month (or portion

of a month) that you are a subscriber, beginning with the date your Internet Service is activated. In addition, we may bill you for some aspects of the Services individually after they have been provided to you. Your account will continue until you cancel your account in accordance with the method or methods specified by us (unless otherwise terminated in accordance with this Agreement). As stated above, you may cancel your account at any time, subject to payment of the Termination Fee, if applicable, and/or any other applicable termination fee. The monthly fees shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with these terms and conditions.

(b) **Billing and Charges.** You agree to pay, in accordance with the provisions of the Service plan you selected, any registration, activation or monthly fees (including any applicable discounts), service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. You agree to pay all applicable federal, state and local taxes, fees and surcharges related to your use of the Service, provision of services, software or hardware or the use of the Service by users of your account. Information on our charges and surcharges may be made available to you on www.HolyWireless.com or www.CougarWifi.com, as applicable to your Service. We will send your billing statements to the email address you provide to us, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. You understand and agree that you will not receive a paper statement in the mail. Additional terms relating to pricing, billing, and payment which are an integral part of this Agreement are contained in your Service plan. Holy Wireless reserves the right to correct and charge under-billed or unbilled amounts for a period of 90 days after (i) any incorrect statement was issued or (ii) a statement should have been issued. Payment of the outstanding balance is due in full each month.

(c) **Administrative Fees.** If your electronic payment is not received by us by its due date or your payment is returned, we may charge you administrative late or nonpayment fees equal to the lesser of (i) \$5.00 per month, or (ii) the maximum amount permitted under applicable law. Such charge shall apply monthly until all delinquent amounts are paid in full. If your EFT Payment or credit card or debit card payment (“Card Payment”) fails to be honored by your bank or other financial institution, we may charge you a collection fee equal to the lesser of (i) \$15.00, or (ii) the maximum amount permitted under

applicable law. You acknowledge that these fees are not interest or finance charges and are reasonably related to the actual expenses we incur due to non-payment.

- (d) **Price Lock Guarantee.** Our price lock guaranty applies only to the monthly internet service fee and the equipment lease fee (in each case before any promotional discounts) and excludes all taxes and surcharges. The price lock guarantee runs for 25 consecutive months from the date of account activation, requires that your account remain in good standing, and may terminate with certain account changes.

3.2 Credit and EFT Payment Authorization. You agree that Holy Wireless will bill your monthly Service fee and lease fee (if applicable) and one time charges in advance and will bill other fees in arrears such as fees to buy more data and for toll calls, and in all cases will automatically collect these fees through either a Card Payment or EFT Payment. By signing this Agreement and receiving the Service, you authorize automatic Card Payments or EFT Payments by Holy Wireless. You agree that the charges described above will be billed to the credit or debit card provided by you when you applied for the Service until such time as you may authorize recurring EFT Payments. You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number) and contact email address. Changes to such information may be made by calling Holy Wireless Customer Care at +1(903)-626-8133. If you fail to provide us with any of the foregoing information, you agree that Holy Wireless may continue charging you for any Service provided under your account. Your card issuer may also contact Holy Wireless and notify Holy Wireless of changes to your billing account, and you hereby authorize Holy Wireless to update your billing account based upon such notice. In addition to administrative fees that you may owe, if we are unable to process your Card Payment or EFT Payment at any time and we do not receive electronic payment from you by the due date, your account may be immediately suspended and you will remain responsible for all amounts payable by you to us. If we do not receive your payment before your next statement is issued, your account may be terminated and you may owe us the Termination Fee and/or any other applicable termination fee. Your card issuer agreement governs use of your credit or debit card in connection with this Service and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree that Holy Wireless will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

3.3 Disputes and Partial Payments. If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact us at +1(903) 626-8133. You must contact us within 60 days of receiving the statement on which the error or problem appeared. We will make a statement available to you for each billing cycle showing payments, credits, purchases and other charges. We will not pay you interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to amounts owed by you starting with the oldest outstanding amount. If you send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we may, but are not required to, accept them, without waiving any of our rights to collect all amounts owed by you under this Agreement. If we choose to use a collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, collection agency fees, reasonable attorney's fees, and court costs.

3.4 Reactivation. To reactivate suspended Service, you must bring your account current through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges. In addition, we may require a deposit before reactivating your Service. The amount of the deposit will not exceed one year of monthly fees. Any amounts deposited by you will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If you fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Credit amounts will not earn or accrue interest.

3.5 Credit Inquiries and Reporting. You authorize us to make inquiries and to receive information about your credit experience from others, including credit reporting agencies, to enter this information in your file and to disclose this information concerning you to third parties for reasonable business purposes. In the case of late payment or non-payment for any Service ordered by you or any other charges, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

4. Modifications, Rights of Cancellation or Suspension.

4.1 Modification of this Agreement. Upon notice published on the Holy Wireless website applicable to your Service: www.HolyWireless.com or www.CougarWifi.com, we may modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, also notify you by e-mail or other electronic notice. If you do not agree to such changes or additions, then you must terminate this Agreement in accordance with Section 4.3 below and stop using the Service

within five days after the effective date of such modifications. Your continued use of the Service after this five-day period constitutes your acceptance of such modifications. If a change results in an increase of the monthly fee by more than 25%, however, you may terminate your Service, without incurring the Termination Fee and/or any other applicable termination fee, by calling us within 30 days after the first statement reflecting such changes is issued.

4.2 Modification of the Service. We may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service. In particular, we reserve the right in our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content that we or one of our vendors provide to you in connection with the Service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, posting a notice on one or more of the Holy Wireless website or other electronic notice. If you do not agree to the identified changes, then you must cancel your subscription and stop using the Service prior to the effective date of the changes. Your use of the Service after the effective date of the changes constitutes your acceptance of the changes. In addition, we may take any action consistent with our Acceptable Use, Data Allowance and Bandwidth Usage Policies, including actions to:

- (a) Prevent unsolicited bulk e-mailing from entering or leaving any e-mail account or the network e-mail system,
- (b) Delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion,
- (c) Instruct our system not to process e-mail or instant messages due to space limitations,
- (d) Make available to third parties information relating to Holy Wireless or its subscribers,
- (e) Withdraw, change, suspend or discontinue any functionality or feature of the Service,
- (f) Delete attachments to e-mail due to potentially harmful materials included within such attachment, and
- (g) Limit access to the Service to prevent abusive consumption.

4.3 Termination by Subscriber. Subject to your payment of the Termination Fee and/or any other applicable termination fee and the monthly fees for the full billing cycle in which termination occurred, you may immediately terminate this Agreement at any time by giving us written or telephone notice. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and Holy Wireless will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated. In limited circumstances, Holy Wireless may permit you to temporarily suspend service. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and Holy Wireless will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is suspended. Please allow five business days from the date of receipt for processing written requests to terminate or suspend your Service.

Holy Wireless does not accept notices of termination or suspension via e-mail or chat. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or suspended or we have **acknowledged** such termination or suspension in writing or by e-mail. Once your account is terminated, you will no longer have access to any of the web or email services provided to you as part of the Service. In addition, if you leased your Equipment, upon termination you will be responsible for the return of the Equipment to Holy Wireless in accordance with your obligations under the Lease Addendum.

4.4 Termination or Suspension by Holy Wireless. We reserve the right in our sole discretion to terminate your Service and this Agreement or suspend your Service at any time (with or without notice), in whole or in part. If we terminate or suspend your Service because you have or a user of your account has breached this Agreement or violated a law, then notwithstanding the termination or suspension of your Service, you will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in connection with such termination or suspension. In these instances, you are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive the Service and Holy Wireless will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated or suspended.

5. Permitted Use And Restrictions on Use.

5.1 Software License. Subject to the terms of this Agreement, Holy Wireless grants to you a personal, non-exclusive, non-assignable and non-transferable license to use and display the software provided by or on behalf of Holy Wireless (including any updates) only for the purpose of accessing the Service ("Software") on any computer(s) on which you are the primary user or which you are authorized to use.

Our Privacy Policies provide important information about the software applications we utilize. Please read the terms very carefully, as they contain important disclosures about the use and security of data transmitted to and from your computer. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by Our Privacy Policies. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by Holy Wireless of this Agreement and the license. You agree that you shall not copy or duplicate or permit anyone else to copy or duplicate any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.

5.2 Restrictions on Use of the Service. You agree to comply with Holy Wireless' Acceptable Use Policy, Data Allowance Policy and Bandwidth Usage Policy applicable to your service located at www.HolyWireless.com, all of which are incorporated into and made a part of this Agreement. Holy Wireless reserves the right to immediately terminate the Service and this Agreement if you knowingly or otherwise engage in any prohibited activity. Please note that if you use Holy Wireless' email and other web application services, these services are provided through Google and are subject to Google's terms and conditions. Holy Wireless does not store, backup or maintain your emails or other web application services provided through Google. You do not own or have any rights (other than those expressly granted to you) to a particular IP address, even if you are utilizing a static IP address.

5.3 Data Allowance Policies. If your monthly data usage exceeds the limits set forth in the Data Allowance Policy applicable to the Internet Service plan you receive, we may significantly slow and/or restrict your Internet Service, or certain uses of your Internet Service, on a temporary basis, as described in our Data Allowance Policy incorporated in this Agreement. Holy Wireless Internet access is not guaranteed. All Internet Service plans other than the Seasonal Suspend Plan are subject to a Data Allowance Policy.

5.4 Prohibition on Resale. Reselling the Service or otherwise making the Service available to anyone outside your residence (e.g., via wi-fi or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis, is prohibited. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a non-Holy Wireless local area network or wide area network, unless specifically authorized in writing by Holy Wireless. Other prohibited activities include connecting multiple computers behind the Holy Wireless radio to set up a LAN (Local Area Network) that in any manner

would result in a violation of the terms of the Acceptable Use Policy or any other Holy Wireless policy or plan, or running programs, equipment, or servers from your residence that provide network content or any other services to anyone outside of your premises. You may not connect the Equipment to any computer outside of your residence.

5.5 No Unauthorized Use of Equipment or Software. You are strictly prohibited from servicing, altering, modifying, or tampering with the Equipment, Software or Service or permitting any other person to do the same who is not authorized by Holy Wireless. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

5.6 Compliance with Laws. You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Agreement.

5.7 Security. You agree to take reasonable measures to protect the security of any devices you connect to the Internet through the Service, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your devices from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer or an Internet connected device becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, Holy Wireless may immediately suspend your Service until such time as your computer is sufficiently protected to prevent further prohibited activities. Although Holy Wireless has no obligation to monitor the Services or its network, Holy Wireless and its authorized suppliers reserve the right to monitor bandwidth, usage, transmissions, and content from time to time in order to operate the Services, identify violations of this Agreement, or protect the Holy Wireless network, the Services and other users of the Services. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.

5.8 Responsibility of Subscriber. You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your login and password. You are considered the registered recipient of the Service(s), and you will be liable for any charges or fees incurred by the use of your Equipment by anyone else up to the time that we receive your notice of termination, unless otherwise provided by applicable law. You may not assign or transfer your Service without our written consent. If you do, we may terminate your Service. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify Holy

Wireless Customer Care Center immediately, or else you will be liable for payment for unauthorized use of the Service or Equipment.

6. Equipment. If you purchased your Equipment, the terms of sale applicable to the Equipment are governed by your purchase agreement or other documents evidencing such sale and, if applicable, Holy Wireless's limited warranty (available at www.HolyWireless.com) and service plan, if any. In addition, the Equipment contains software and/or other intellectual property which is subject to a license agreement(s). Any breach of such license agreement(s) constitutes a breach of this Agreement.

7. Warranties and Limitations of Liability.

7.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. HOLY WIRELESS AND HOLY WIRELESS' SUBSIDIARIES AND AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS SHAREHOLDERS, EMPLOYEES, AGENTS, WHOLESALERS, DEALERS, DISTRIBUTORS, SUPPLIERS, LICENSORS AND THIRD PARTY CONTENT PROVIDERS (COLLECTIVELY, "HOLY WIRELESS' PARTNERS") DISCLAIM ANY AND ALL WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AS WELL AS ANY AND ALL WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. HOLY WIRELESS AND HOLY WIRELESS' PARTNERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY HOLY WIRELESS OR ANY OF HOLY WIRELESS' PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE HOLY WIRELESS PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, HOLY WIRELESS AND HOLY WIRELESS' PARTNERS CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. HOLY WIRELESS AND HOLY WIRELESS' PARTNERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM YOUR USE OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE

EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY CONCERNING EQUIPMENT PURCHASED BY YOU GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

7.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER HOLY WIRELESS NOR ANY OF HOLYWIRELESS' PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT HOLY WIRELESS' MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF HOLYWIRELESS'S PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO HOLY WIRELESS BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF ANY ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH ERROR, DEFECT OR FAILURE, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

7.3 Applicability and Exceptions. The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if HOLY WIRELESS or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited. In addition, these exclusions and limitations do not apply to your purchase of your Equipment, which is governed by your purchase agreement or other documents evidencing such sale and if applicable, HOLY WIRELESS limited warranty (available at www.HolyWireless.com) and service plan, if any.

7.4 Service Interruptions. Service may be interrupted from time to time for a variety of reasons, including thundershowers at your home or at your assigned gateway location. Weather conditions at your assigned gateway may be different than the weather at your home. We are not responsible for any interruptions of the Service that occur due to acts of God (including weather), power failure or any other cause beyond our reasonable control. However, because we value our subscribers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and

equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

7.5 Indemnity. You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys' fees, arising out of or related to any and all uses of your account. This includes, without limitation, responsibility for all consequences of your violation of this Agreement (or a violation by any user of your account) or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.

7.6 Third Party Beneficiaries. The provisions of this Section 7 are for the benefit of us and our respective contractors, information or content providers, service providers, licensors, employees and agents, and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

8. General.

8.1 Call Monitoring and Recording. For quality assurance, Holy Wireless may record and/or monitors telephone calls between its customers and Holy Wireless agents, employees and/or its affiliates regarding the Services. By using the Service, you (and anyone calling with regards to your account) consent to any and all call recording and monitoring performed by Holy Wireless or its agents, employees and/or its affiliates.

8.2 Contact Information. You agree that by entering into this Agreement and providing Holy Wireless with your wireless phone number and/or any other telephone number, Holy Wireless or its agents may contact you (by calling or texting you) at such number(s) using a prerecorded/artificial voice or text message delivered by an automatic telephone dialing system and/or using a call made by live individuals for any account-related issues. The consent provided here continues even if your Service terminates.

8.3 Applicable Law. This Agreement is made in the State of Texas. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Texas, in the United States, excluding conflicts of law provisions.

8.4 Dispute Resolution. To expedite resolution of issues and control the cost of disputes, you and Holy Wireless agree that any legal or equitable claim relating to

this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows: We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding until at least 60 days after one of us notifies the other of a Claim in writing ("Notice"). You will send your Notice to the address on the first page of this Agreement to the attention of the Holy Wireless Legal Department and we will send our Notice to your billing address. If you and Holy Wireless are unable to resolve the Claim within 60 days after Notice is received, then Holy Wireless and you agree to arbitrate any and all Claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

Any Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, statute, fraud, misrepresentation, tort, or any other legal theory; Any Claims that arose before this Agreement or any prior agreement between us; Any Claims that are currently the subject of a purported class action suit in which you are not a member of a certified class; and/or any Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either party may bring an individual action in small claims court in the county of your billing address. This Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. If the law allows, these agencies may seek relief against us on your behalf. You agree that by entering into this Agreement, you and Holy Wireless each waive the right to participate in a class action and/or a trial by jury. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This Dispute Resolution provision shall survive termination of this Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the "Arbitration Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The Arbitration Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the address on the first page of this Agreement to the attention of the Holy Wireless Legal Department. The arbitrator is bound by the terms of this Agreement. All issues shall be for the arbitrator to decide, except issues relating to the scope and enforceability of this Dispute Resolution provision which shall solely be for a court of competent jurisdiction to decide. Unless you and Holy Wireless agree otherwise, any arbitration hearings shall take place in Leon County in Texas. During the arbitration, neither party shall disclose to the arbitrator the amount of any settlement offer made by either party, until after the arbitrator determines the amount, if any, to which you or Holy Wireless is entitled. If your claim is for \$5,000 or less, you and Holy Wireless agree that you may choose whether the arbitration will be conducted solely on the basis (a) of documents submitted to the arbitrator, (b) through telephonic hearings, or (c) by an in-person hearing as established by the Arbitration Rules. If your claim is in excess of \$5,000,

the right to a hearing shall be determined by the Arbitration Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficiently explaining the essential findings and conclusions on which the award is based. If the arbitrator finds that either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)), then the payment of all fees related to the arbitration shall be governed by the Arbitration Rules. In such case, you agree to reimburse Holy Wireless for all monies previously disbursed by it that are otherwise your obligation to pay under the Arbitration Rules. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim.

YOU AND HOLYWIRELESS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Furthermore, the arbitrator may not consolidate more than one person's Claim, and may not otherwise preside over any form of a representative or class proceeding, unless both you and Holy Wireless otherwise agree in writing. Notwithstanding any provision in this Agreement to the contrary, we agree that if Holy Wireless makes any future change to this Dispute Resolution provision during your Minimum Service Term, you may reject any such change by sending us written notice within 30 days of the change to the address on the first page of this Agreement. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Dispute Resolution provision. Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or it will be barred.

8.5 Notices, Disclosures and Other Communications. Where notification by Holy Wireless is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, e-mail or publication over the Service. A printed version of this Agreement and of any notice given in electronic form by Holy Wireless shall be admissible in judicial, arbitration, or administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You must promptly notify us of any change in your credit card information, e-mail or postal address by calling Holy Wireless Customer Care.

8.6 Construction and Delegation. If any term of this Agreement is found by a court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as

much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide the services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and we may collect payment on their behalf, if applicable.

8.7 Miscellaneous. We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on the enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning. The provisions of any Sections of this Agreement which by their nature should continue shall survive any termination of this Agreement.

8.8 Assignment of Account. We may sell, assign, pledge or transfer this Agreement (including any addendum to this Agreement), your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your billing statement.

8.9 Entire Agreement. This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between you and Holy Wireless, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this Agreement.

Exhibit A

Data Usage Limits

Residential CougarWiFi and Business CougarData Internet Plans:

Data Allowance (GB)

(Combined Upload and Download)

100GB CougarWiFi Residential Service

250GB CougarData Business Service

Measured over a fixed monthly period

Holy Wireless Data Allowance Policy – Residential Cougar WiFi and Business Cougar Data:

General. If you are a subscriber to a Holy Wireless Cougar WiFi or Cougar Data Internet Plan, you have a monthly data allowance. Starting on the first day of your monthly measurement period, all uploaded and downloaded data (except as otherwise noted below under “Data Counting”) transmitted using your Holy Wireless account during metered hours in your local time zone counts toward your data allowance.

Metered hours for the Cougar WiFi Plans are from 5:00 a.m. until midnight each day and for the Cougar Data Plans are from 8:00 a.m. until 3:00 a.m. each day.

You can link to your usage meter at <https://am1.azotel.com/CustomerPortal/login.pl?operator=cougar> . At the end of each monthly measurement period, your data usage resets to zero. Any unused data or additional purchased increments of data do not carry over to the next month.

Excess Use. If your data usage reaches 100% or more of your monthly data allowance, we will alert you of this fact and offer you the option to purchase additional increments of data to use during the remainder of your measurement period. If at any time your data usage exceeds your data allowance and you have not purchased additional increments of data, Holy Wireless may significantly slow and/or restrict your service, or certain uses of your service, until the end of your monthly measurement period; provided you will be able to continue to engage in all Internet activities at the regular speed during your free zone.

2 Your Voice data usage does not count toward your monthly data allowance.

3 Plans may have promotional periods in selected locations with increased data limits.

This Policy contains important information about your use of the Holy Wireless service and your relationship with Holy Wireless. If you do not agree with this Policy, you are not permitted to use the Holy Wireless service and must terminate your account immediately, subject to the terms of your Customer Agreement. For additional information about permitted uses of the Holy Wireless service, see our Acceptable Use Policy at <http://www.holywireless.com/>. Holy Wireless may revise this Policy from time to time upon notice by posting a new version of this document

on <http://www.holywireless.com/> . All revised copies of the Policy are effective immediately upon posting. Questions regarding this Policy can be directed to Holy Wireless via Communications. info@holywireless.com. (Version 1.3 – Last updated 02-07-16)

Frequently Asked Questions

Q: How do I know when I've gone over 100% of my data allowance?

A: When Cougar WiFi and Cougar Data customers reach 100% of their monthly data allowance, we will send an email alert to the contact email address that is on file for the account. In addition to the email alert, a link to your usage meter is available here:

<https://am1.azotel.com/CustomerPortal/login.pl?operator=cougar>

Log in using your user name and password and click on the "usage details" tab to see your current data usage.

Q: As a Cougar WiFi customer, what happens to my Internet service when I use 100% of my data allowance?

A: You will continue to have access to email and web pages at the regular speed. Certain other uses of your service such as downloading video or audio media may be significantly slowed and/or restricted and some services will not be usable. However, you will be able to continue to engage in all Internet activities at regular speed during the Early Bird Free Zone.

Q: As a Cougar Data customer, what happens to my Internet service when I use 100% of my data allowance?

A: Your service or certain uses of your service may be significantly slowed and/or restricted. This means that certain web pages and online applications will take significantly longer to load and some services will not be useable. However, you will be able to continue to engage in all Internet activities at regular speed during the Late Night Free Zone.

Q: What do you mean by "significantly slowed and/ or restricted"?

A: Your service, or certain uses of your service, will be very slow or curtailed. For example, streaming videos and music; large file downloads; virtual private networking; voice/video chat; gaming and cloud backup services will not work. Remember that using the Late Night Free Zone or Early Bird Free Zone, the Buy More option or upgrading your service plan are all ways to avoid the significant slowing or restrictions that will result if you use 100% of your data allowance.

Q: Why do you restrict service?

A: Service is restricted only if you exceed your data allowance. Wireless networks, like Holy Wireless' network, are more likely to become overloaded by heavy video usage. We put limits on the total amount of bandwidth a subscriber can use so that our service can maintain high speeds for all customers even during the busiest hours of the day.

Q: After I use 100% of my data allowance, do you ever remove the restrictions and slowed speeds?

A: Yes. In fact, there are many ways to get back to normal, unrestricted service.

First, if your data plan includes a free zone, all restrictions are removed during that time period. The Late Night Free Zone removes restrictions from 12:00 am to 5:00 am every day and the Early Bird Free Zone removes restrictions from 3:00 am to 8:00 am every day.

Second, you can change your plan to one that has a higher data allowance at any time by calling Customer Care. Third, you can Buy More data in 1 GB increments for \$1.00 per 1 GB. **THAT'S ONLY \$1 PER GB!!** Simply go to this website and log in using your user name and password: <http://holywireless.com>. Then, click on the Usage/BuyMore tab.

Lastly, at the start of each monthly measurement period, your data allowance is automatically reset to the amount applicable to your plan (e.g. 100 GB).

Q: What is my monthly measurement period?

A: Your monthly measurement period begins and ends along with your monthly billing cycle. Each month, on the date your bill is due, we reset your data allowance. You can find your reset date by going to our website and logging in using your user name and password: <http://www.holywireless.com>.

Q: Can I increase my data allowance?

A: Yes, you can increase your data allowance by (i) upgrading to a service plan with a higher data allowance by calling Customer Care, or (ii) using the Buy More option to purchase 1 GB increments of data for \$1.00 each by logging into our web site with your user name and password.

Q: Does Holy Wireless Voice count toward my data allowance?

A: No it does not. In fact, your Holy Wireless Voice service will remain fully functional even if your Internet service has exceeded 100% of your data allowance.

No Strict Data Allowance

If you use greater than 150 GBs of data during a monthly billing period, Holy Wireless may contact you and offer you an option to reduce your usage or transition to another plan. If you do neither, we may terminate your service.

Lease Addendum

This Lease Addendum is between you and Holy Wireless, Inc. and is separate and different from any other commitment you may have made with Holy Wireless and is fully enforceable under these terms.

1. Applicable Documents and Terms. If you leased Equipment from Holy Wireless, the terms and conditions of this Lease Addendum, the Customer Agreement and the pricing terms of the lease promotion apply to you. Unless otherwise specified in your Customer Agreement: (i) the leased Equipment shall at all times remain the sole and exclusive property of Holy Wireless and we will have the right, in our sole discretion, to provide or replace leased Equipment with new or reconditioned Equipment and to remove, or require the return of, such Equipment upon cancellation or disconnection of your Internet Service for any reason; and (ii) we will charge you a monthly Equipment rental fee (an “Equipment Rental Fee”) for the Equipment. If you elected a promotion under which you prepaid lease fees, no additional lease fee will apply until you have exhausted the prepaid amount. Upon expiration of the prepaid lease term, the monthly Equipment Rental Fee will be charged to your payment method on file.

2. Ownership by Holy Wireless. No leased Equipment provided to you by Holy Wireless shall be deemed fixtures or part of your realty. Our ownership of such Equipment may be displayed by notice contained on it. You shall have no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with the Equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return, or change in the location of the Equipment shall be performed by us at our service rates in effect at the time of such service. We reserve the right to make such filings as may be determined to be necessary by us in our sole discretion to evidence our ownership rights in the Equipment and you agree to execute any and all documents as may be so determined to be necessary for us to make such filings. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that your Equipment be covered by your homeowners, renters or other insurance policy.

3. Return of Equipment. If you cease to be a Holy Wireless customer for any reason (whether voluntarily or involuntarily), you must call Holy Wireless within

seven days after the termination of your Internet Service to (i) inform Holy Wireless that you are returning the leased equipment, transceiver and router/modem, via standard mail/shipping channels; or (ii) make arrangements for Holy Wireless to de-install the modem and transceiver at our standard rates. You acknowledge that the modem and transceiver must be returned to Holy Wireless in good working order, normal wear and tear excepted. If Holy Wireless does not receive the modem and transceiver within 30 days after the termination of your Internet Service or if the modem and/or transceiver are damaged when they are returned to Holy Wireless, you agree to pay Holy Wireless the sum of \$150 for each unreturned or damaged modem and \$150 for each unreturned or damaged transceiver. This fee represents compensation for a portion of the expenses incurred by Holy Wireless in establishing your account and providing you the modem and transceiver for your use. Additionally, you agree that Holy Wireless may charge any amounts due for any unreturned or damaged modem or transceiver using the payment method on file with Holy Wireless (Card Payment or EFT Payment) and you hereby authorize Holy Wireless to make such charges.

4. Repair/Replacement. During your Minimum Service Term, Holy Wireless will repair or replace defective Equipment returned to Holy Wireless' designated address. For the first 90 days after activation of your Internet Service, coverage includes any applicable labor charges for service calls. After the first 90 days, a \$14.95 shipping charge applies to Equipment replaced by mail, and a \$95.00 service charge applies for Equipment replaced with an in-home service call. You shall notify us promptly of any defect in, damage to, or accident involving your leased Equipment by calling 903-626-8133. All maintenance and repair of Equipment shall be performed by us or our designee(s). Holy Wireless may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment.

5. Monthly Rental Fee. You will be charged a monthly fee for the rental of the Equipment in accordance with the Internet Service you are purchasing. Applicable taxes, surcharges and fees will apply. THE RENTAL FEE IS SUBJECT TO CHANGE AT ANY TIME.

6. Disclaimer. HOLY WIRELESS PROVIDES THE EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT. EQUIPMENT MAY BE NEW OR REFURBISHED. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. HOLY WIRELESS IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT PROVIDED TO YOU.

7. Customer Acknowledgement. Customer acknowledges and agrees that Holy Wireless is not extending credit and that the unreturned Equipment fees are not interest, a credit service fee or a finance charge. If your Equipment is stolen or

otherwise removed from your premises without your authorization, you must notify our Customer Service Center by telephone or in writing immediately, but in any event not more than three business days after such removal to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.