

## **BLUE SKY SATELLITE & THEATER SERVICES LLC SERVICE AGREEMENT**

By requesting and accepting installation of services you agree to the following Terms and Conditions:

Customer ("CUSTOMER") and Blue Sky Satellite & Theater Services LLC Subscriber Services, Inc. d/b/a BLUE SKY SATELLITE hereby enter this Blue Sky Satellite & Theater Services LLC Service Agreement ("Agreement"). This Agreement may refer to CUSTOMER and BLUE SKY SATELLITE & THEATER SERVICES LLC together, as the ("Parties").

### Section 1. Service:

Under this Agreement, BLUE SKY SATELLITE & THEATER SERVICES LLC supplies and the CUSTOMER purchases Blue Sky Satellite & Theater Services Services and or GhostFiber Internet ("Service") pursuant to the plan selected on the Blue Sky Satellite & Theater Services LLC Order Form.

### Section 2. Charges and Payments:

2.1 Blue Sky Satellite & Theater Services LLC shall bill and CUSTOMER shall pay all charges subscribed to by CUSTOMER. Payment shall be made on or before the due date of each bill.

2.2 On any bill rendered by Blue Sky Satellite & Theater Services LLC under this Agreement for which timely payment has not been received, CUSTOMER will pay a late payment charge of 13 percent (13%) or \$5.00 per month or portion thereof, whichever is greater.

2.3 CUSTOMER agrees to pay Blue Sky Satellite & Theater Services LLC the full replacement cost for any damage to or loss of equipment provided to CUSTOMER by Blue Sky Satellite & Theater Services LLC (e.g. modems, routers, DECAS, Unactivated Receivers) and hereby authorizes Blue Sky Satellite & Theater Services LLC to charge customers credit or debit account for said replacement cost and/or any other charges owed to Blue Sky Satellite & Theater Services LLC. CUSTOMER is obligated to immediately return such equipment after service cancellation or is liable for the replacement cost of said equipment. Customer agrees Blue Sky Satellite & Theater Services LLC has title and ownership to said equipment and that said equipment must be utilized exclusively as Blue Sky Satellite & Theater Services LLC intends.

### Section 3. Authorization

CUSTOMER hereby authorizes Blue Sky Satellite & Theater Services LLC to proceed with the conversion or installation of Service.

### Section 4. Termination :

4.1 Upon giving One (1) days written notice, CUSTOMER may terminate Service. Service termination is the responsibility of customer.

4.2 Blue Sky Satellite & Theater Services LLC may terminate this Agreement and discontinue Service at any time, without prior notice, if a) Blue Sky Satellite & Theater Services LLC reasonably believes CUSTOMER is using Service illegally, unreasonably or in furtherance of any unlawful activity; or b) CUSTOMER violates any term of Blue Sky Satellite & Theater Services LLC's acceptable use policy.

#### Section 5. Interruption of Service and Out-Of-Service Credit:

Interruptions, disconnections, errors or other out-of-service conditions may occur. If a Service interruption, error, performance failure, or some other out-of-service condition occurs and lasts more than twenty-four (24) consecutive hours after CUSTOMER gives BLUE SKY SATELLITE & THEATER SERVICES LLC notice of such out-of-service condition, except for problems caused by CUSTOMER's actions, inside wiring, or CPE, an out-of-service credit may be applied to the CUSTOMER's bill at CUSTOMER's request. The credit shall be based on a thirty day (30) month and shall be calculated by: (1) dividing the monthly rate of Blue Sky Satellite & Theater Services LLC Service affected by thirty (30) days; and then (b) multiplying the daily rate by the number of days, or major fraction thereof, that the Blue Sky Satellite & Theater Services LLC Service was interrupted. Blue Sky Satellite & Theater Services LLC DOES NOT WARRANT THAT Blue Sky Satellite & Theater Services LLC SERVICES ARE ERROR FREE AND EXCLUDES ALL WARRANTIES OF WHATEVER KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### Section 6. Limitation of Liability:

6.1 Blue Sky Satellite & Theater Services LLC SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF PROFITS/OR LOSS OF BUSINESS WITH THE EXCEPTION OF THE LIABILITIES SET FORTH IN SECTION 5 OF THIS AGREEMENT.

6.2 Customer is solely responsible for terminating any prior telephone, Internet, Cable and/or other services.

#### Section 7. Force Majeure:

With the exception of payment of charges due under this Agreement, Blue Sky Satellite & Theater Services LLC shall be excused from performance if its performance is prevented by acts or events beyond its control including but not limited to; severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; or act of legislative, judicial, executive, or administrative authorities.

#### Section 8. Non-waiver:

The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision of this Agreement.

#### Section 9. Governing Laws:

Interpretation of this Agreement shall be governed by the Laws of the State of Texas. Any cause of action arising from this Agreement shall be brought in a federal or state court with appropriate jurisdiction in the City of Little Elm, State of Texas.

#### Section 10. Successors and Assigns:

This Agreement binds the Parties, their successors, and their assigns. Either Party may assign its rights and delegate its duties under this Agreement with the express, written permission of the other party, which permission shall not unreasonably be withheld; provided, however, that Blue Sky Satellite & Theater Services LLC may assign its rights and delegate under this Agreement to its parent, a subsidiary, or any affiliate without prior, written permission.

#### Section 11. Renewal:

Blue Sky Satellite & Theater Services LLC makes no assurance that this Service will be offered beyond the terms herein, or that such a Service will be offered at the same rates as set forth in this Agreement. Blue Sky Satellite & Theater Services LLC reserves the right to change its Service and/or rate after one (1) month from this Agreement's date.

#### Section 12. Customer Support:

Blue Sky Satellite & Theater Services LLC may charge customer for technical or customer support calls at Blue Sky Satellite & Theater Services LLCs prevailing rates and customer hereby acknowledges this and agrees to pay for said support upon prior notice.

#### Section 13. Expression of Parties' Bargain and Understanding:

This Agreement, and this Agreements attachments, contains the full and complete expression of the Parties bargain and Agreement for the supply and purchase of Blue Sky Satellite & Theater Services LLC Service. No other documents or verbal agreements may be relied upon in construing the Parties' rights and obligations under this Agreement.

#### Section 14. Payment Instructions:

Your payment must be received in our offices by the due day on the first page of your statement. Past due amounts are due immediately. • Late charges of 13% (minimum of \$5.00) of all unpaid balances will be applied every month or portion of month that payment is received after the Payment Due Date. • Past due payments may cause a suspension of services within seven days of the Payment Due Date shown on the statement where the charges first appeared. Service re-activation fees may apply in addition to any balance due. Should disconnection be necessary, service will not be restored until full payments of amounts owing is received. There is a \$50.00 re-connection fee for all accounts that have been disconnected from wiring systems. There is a \$25.00 charge for all checks returned to us unpaid. There is a \$50.00 charge for account research for all returned/disputed credit card transactions. Customer will be responsible for all costs for collections. Fees and charges may be applied to accounts in a collections status.

### Important Information About Your Bill:

Monthly service charges are billed in advance. Call usage and toll charges are billed in arrears. GhostFiber internet services are billed a month in advance and must be paid by the due date indicated on your bill to prevent service interruption.

### Questions Regarding Your Bill:

If you have any questions regarding your monthly statement please call or write us ON A SEPARATE PIECE OF PAPER, no later than 30 days after the original billing date on your statement. Phone calls and notations that you make on your checks or material accompanying your statement will not secure your rights. You can mail your inquiries to Blue Sky Satellite & Theater Services LLC Subscriber Services, PO BOX 1011 Little Elm TX 75068.

## **PRIVACY STATEMENT**

Your privacy is important to Blue Sky Satellite & Theater Services LLC. This privacy statement provides information about the personal information that Blue Sky Satellite & Theater Services LLC collects, and the ways in which Blue Sky Satellite & Theater Services uses that personal information.

### Personal information collection

Blue Sky Satellite & Theater Services LLC may collect and use the following kinds of personal information:

λ information about your use of Blueskytheater.com, GhostFiber.com, and portal.ghostfiber.com websites.

λ information that you provide for the purpose of registering or ordering Blue Sky Satellite & Theater Services products and services.

λ information you provide via email, USPS, or carried out over the phone with our customer service representatives.

### Using personal information

Blue Sky Satellite & Theater Services LLC may use your personal information to:

λ administer Blueskytheater.com, GhostFiber.com, and portal.ghostfiber.com;

λ personalize the websites for you;

λ enable your access to and use of the website services;

λ send you products that you purchase;

λ supply you services that you purchase;

λ send you statements and invoices;

λ collect payments from you;

λ send you marketing communications.

Where Blue Sky Satellite & Theater Services LLC discloses your personal information to its agents or sub-contractors for these purposes, the agent or sub-contractor in question will be obligated to use that personal information in accordance with the terms of this privacy statement.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, Blue Sky Satellite & Theater Services LLC may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

#### Securing your data

Blue Sky Satellite & Theater Services LLC will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

Blue Sky Satellite & Theater Services LLC will store all the personal information you provide on secure servers or in secure access controlled facilities.

#### Updating this statement

Blue Sky Satellite & Theater Services LLC may update this privacy policy by posting a new version on [www.blueskytheater.com](http://www.blueskytheater.com) or [www.ghostfiber.com](http://www.ghostfiber.com).

You should check these pages occasionally to ensure you are familiar with any changes.

#### Other websites

The Blueskytheater.com, Ghostfiber.com, and portal.ghostfiber.com websites may contain links to other websites.

Blue Sky Satellite & Theater Services LLC is not responsible for the privacy policies or practices of any third party.

#### Contact Blue Sky Satellite & Theater Services LLC

If you have any questions about this privacy policy or Blue Sky Satellite & Theater Services LLC treatment of your personal information, please write:

λ by email to [support@ghostfiber.com](mailto:support@ghostfiber.com); or λ by post to Blue Sky Satellite & Theater Services LLC, PO Box 1011 Little Elm TX 75068.