

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

1.1 Under this Agreement, BLUE SKY SATELLITE & THEATER SERVICES LLC supplies and the CUSTOMER purchases BLUE SKY SATELLITE & THEATER SERVICES LLC 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 per month or portion thereof.

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. subscriber module equipment) 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

3.1 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

5.1 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 will be applied to the CUSTOMER's bill. 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

7.1 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

8.1 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

9.1 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

10.1 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

11.1 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

12.1 Blue Sky Satellite & Theater Services LLC may charge customer for technical or customer support calls at Blue Sky Satellite & Theater Services LLC's 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

13.1 This Agreement, and this Agreement's 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.

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% 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 reconnection fee for all accounts that have been HARD disconnected from wiring systems. There is a \$25.00 charge for all checks returned to us unpaid. There is a \$50.00 charge 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.

General Terms and Conditions – Blue Sky Protection Plan

1.0 Scope

1.1 Any requests for service shall be subject to the general terms and conditions set forth herein this document.

2.0 Services

2.1 The following work is covered under The Protection Plan in accordance with these terms and conditions.

- 2.1.1 Distribution system that includes the following:
- 2.1.2 Dishes and alignment
- 2.1.3 Amplification devices
- 2.1.4 Cabling from the dishes to the Junction boxes
- 2.1.5 Cabling connecting the junction boxes
- 2.1.6 All amplification devices for signal delivery
- 2.1.7 All splitters
- 2.1.8 All DirecTV distribution devices (SWM modules, taps, multi-switches, etc...)
- 2.1.9 Installation devices and cabling
- 2.1.10 Blue Sky installed fittings
- 2.1.11 Leased Modems
- 2.1.12 Ethernet connections
- 2.1.13 DirecTV authorized equipment (receivers)
- 2.1.14 Potential billable truck-roll for internet issue, but issue is ultimately determined non-Blue Sky issue (tech will not be required to fix these issues)

2.2 The following work is not covered under the service and maintenance plan in accordance with these terms and conditions.

- 2.2.1 Damaged equipment due to misuse or vandalism
- 2.2.2 Battery replacement
- 2.2.3 TV / SAT set incorrectly by user
- 2.2.4 Reprogram of remotes
- 2.2.5 Re-boot of receivers due to a download by DirecTV
- 2.2.6 Property power surge or outage
- 2.2.7 Access card removed or damaged
- 2.2.8 Power to receiver from the wall socket
- 2.2.9 Cable modem damaged or not working
- 2.2.10 Customer router issue
- 2.2.11 Damage to Ethernet cable by customer
- 2.2.12 PC malfunction
- 2.2.13 Customer no show
- 2.2.14 Reinstall customer for new customer owned equipment installation
- 2.2.15 Movement of equipment after the initial install was completed
- 2.2.16 Reconnect customer for no pay
- 2.2.17 Reschedule due to minors left alone in units
- 2.2.18 No TV present at install and an additional call needs to be scheduled to finish install
- 2.2.19 Customer owned Equipment
- 2.2.20 Equipment that cannot be replaced via DIRECTV ERP, and is outdated (for example, Hughes models)
- 2.2.21 Home-run wires within the walls of the unit (responsibility of the building)

3.0 Payment

3.1 You will be invoiced for this service & maintenance plan. Depending upon the type of plan, a single fee or a monthly payment option is available to you. Blue Sky Protection Plan is an Annual Subscription; no credits, proration, or refunds shall be due for termination of service prior to the completion of the current billing calendar year.

Auto-Bill Pay: Annual Payment Plan \$95.00 annually or Monthly Payment Plan \$8.99 monthly/\$107.88 annually

4.0 Validity Period & Early Cancellations

4.1 The plan is in effective from the date of sign up and will be valid for one year or 365 days. The plan offers maintenance and services at no charge as defined in section 2.0 titled "Services". If you are on the monthly payment plan, you will be responsible for the full annual amount. Any early termination of service will not result in a refund of remaining monthly charges.

5.0 Invoice Disputes

5.1 Customers with any questions or disputes regarding their bill should contact Blue Sky Customer Support at 972-464-1825 or billing@blueskytheater.com

6.0 Adding The Protection Plan at the time of the appointment

6.1 Customers without TPP who experience a service issue within 14 days of their last service call/install will not have to prepay a truck roll charge to send a tech.

6.2 Customers without TPP who experience a service issue after 14 days will need to prepay a truck roll of \$90 to have a tech sent out.

6.3 If a customer signs up for TPP, either the Annual or Monthly payment plan, when requesting a truck roll, the \$90 fee will be reduced to \$75.

I _____ acknowledge the receipt of the above terms and conditions this

_____ Day of _____ 20_____

Customer Signature

***Blue Sky Satellite & Theater Services
DBA Blue Sky Satellite
DBA GhostFiber***

PRIVACY STATEMENT

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

Personal information collection

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

- information about your use of Blueskytheater.com or GhostFiber.com websites.
- information that you provide for the purpose of registering or ordering Blue Sky Satellite & Theater Services products and services.
- 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 may use your personal information to:

- administer Blueskytheater.com and GhostFiber.com;
- personalize the websites for you;
- enable your access to and use of the website services;
- send you products that you purchase;
- supply you services that you purchase;
- send you statements and invoices;
- collect payments from you; and
- send you marketing communications.

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

Blue Sky Satellite & Theater Services 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 may update this privacy policy by posting a new version on this website.

You should check this page occasionally to ensure you are familiar with any changes.

Other websites

The Blueskytheater.com and Ghostfiber.com website contains links to other websites.

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

Contact Blue Sky Satellite & Theater Services

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

- by email to info@blueskytheater.com; or
- by post to Blue Sky Satellite & Theater Services, PO Box 1011 Little Elm TX 75068.