

INTERNET SERVICE AGREEMENT

Terms and Conditions

INTRODUCTION

In an effort to enhance our community's quality of life and invest in our future, the Ysleta del Sur Pueblo will provide no-cost broadband Internet service to our residential districts.

This investment will increase privacy, spur economic development and commercial activity, create opportunities for self-employment, enhance educational resources and remote learning opportunities, and meet emergency and law enforcement needs by increasing broadband internet services to our community.

AGREEMENT

This Service Agreement sets forth the terms under which Ysleta del Sur Pueblo ("YDSP") agrees to provide wireless Internet "Service" to you (head of household or homeowner), the "Subscriber" and use a third-party "Contractor" (Webatron Internet Solutions, Inc.) to install, manage and troubleshoot the Internet service. YDSP may modify the terms and conditions of this service agreement at any time. YDSP has the right to cancel subscription to service(s) at any time. YDSP owns all equipment and upon any termination or cancellation all equipment must be returned to YDSP. Any unreturned equipment will be invoiced to the Subscriber in the amount of \$800.00 for equipment fees. The most current Terms and Conditions can be found on the YDSP website. Not reading this document does not limit your liability regarding your subscription.

SERVICE

The Ysleta del Sur Pueblo will provide no-cost Wireless Broadband Internet Service to homes within the District 1 (Ia-kitu, Corn Village) and District 2 (Pa-kitu, Pumpkin Village) residential districts. YDSP Internet will provide download speeds up to 100 Mbps and upload speeds up to 30 Mbps. If your home is selected as a "Home Hub", YDSP will provide you with download speeds up to 200 Mbps and upload speeds up to 60 Mbps. A "Home Hub" will have multiple sector access points used to redistribute to multiple subscriber's homes. If the household should require more bandwidth (faster speeds) and it can be justified, the Subscriber may contact the Contractor to request it and to state your justification. The request for more bandwidth will need to be approved by YDSP. YDSP will also provide all Subscribers with one wireless router per home.

INSTALLATION

The Subscriber authorizes YDSP or its Contractor to install the necessary wiring and equipment required for wireless Internet service on the premises specified by the Subscriber at the time of installation. The standard installation includes the mounting of an antenna and/or wireless radio on the outside of the house usually mounted on the roof or roof eave, and the routing of cable(s) by the most direct path to one computer and/or router. Any requests for custom installation work may require additional costs, or charges by the Contractor. YDSP and the Contractor will not be liable for any alterations to the Subscriber's home that result from the installation or removal of the wireless Internet service

equipment and/or wiring including any holes in walls, cable wiring or antenna mounting brackets; although great care will be used to make the installations reasonably appealing.

USE OF SERVICE AT YOUR OWN RISK

The Subscriber is solely responsible for the content of communications on the Internet. The Internet Service provided by YDSP is "as is" and at your own risk. YDSP denies any responsibility for the accuracy of information obtained through the Service. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. YDSP is not responsible or liable for any errors, delays, or interruptions. The Subscriber understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

SERVICE DISRUPTION

YDSP does not guarantee uninterrupted Service. YDSP will not and cannot be responsible for any disruption of Internet connectivity due to power outages, network faults or acts of God, equipment malfunction or any natural disaster (including weather). All Internet service is provided on an "as is" and "as available" basis. YDSP does not guarantee any loss of Service time, transmission errors, connectivity or quality of Service. The Subscriber acknowledges and agrees that the Service is not intended to be, and will not be used as, your primary or "lifeline" telecommunications service. The Subscriber acknowledges that the Service also relies upon underlying providers such as the Contractor, Spectrum, AT&T or others, and that such providers are likewise indemnified.

UNACCEPTABLE USE

YDSP may, at its discretion, immediately terminate or reduce Service to the Subscriber upon any single or multiple incidents of the following conditions: A. Failure to pay Unnecessary Service Call fees in a timely manner; B. Interfering with the distribution of the Service to other Subscribers and/or their equipment on the YDSP wireless network including but not limited to excessive consumption of bandwidth, port scans, flood pings, email-bombing, packet spoofing, IP spoofing, forged routing information and/or using IP addresses not originally allocated for use or on unassigned VLANs or servers; C. Propagation of computer viruses, malware, spyware and/or ransomware; D. Unauthorized entry into another person(s) or organization(s) computer, systems, and/or information; E. Unsolicited blanket emailing known as "spamming"; F. Uploading, posting, publishing, transmitting, reproducing, or in any other way infringing copyrights of third parties; G. Violation of the rules, guidelines or agreements associated with search engines, social media platforms, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services accessed via the Service; H. Violating or attempting to violate the security of the Service or the computers, accounts, or networks of another party; I. Any violation of local, state, federal or international law or that of any Sovereign Nation, as well as YDSP's Terms and Conditions.

SERVICE SHARING

If at any time YDSP discovers that the Subscriber is sharing their Service or has networked to others outside of their premises or homes, without the express written consent of YDSP, the Service will be immediately terminated. In particular, should a Subscriber operate his own wireless network for household or business use, then it must be secured with at least WPA, WEP, or other effective method to restrict access from the general public. Unsecured, "open" networks are not only a potential cause of

excessive bandwidth use, they are a security threat and an example of unauthorized sharing of the Service.

INDEMNIFICATION

Subscriber agrees to indemnify and hold harmless YDSP, its tribal officials—such as the Cacique, War Captain, Governor, Lieutenant Governor, Alguacil, and any of its Tribal Council members, YDSP enterprises, YDSP employees, partner(s) and contractor(s) against all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or relating to any and all claims and/or losses accruing or resulting from the installation of Service, equipment, materials or supplies in connection with the performance of this agreement, to any and all Subscribers and/or any other person, firm, organization or corporation.

SUBSCRIBER EQUIPMENT

YDSP is not responsible for maintaining or supporting any equipment owned by the Subscriber, and is not liable for any damages to the Subscriber's antenna, computer(s) or other equipment. In the event that the YDSP equipment malfunctions (under normal operating circumstances), YDSP will replace the unit at no cost to the Subscriber. If we find that the equipment has failed due to improper use (ie. improper power supply, using incorrect equipment, etc.) or from conditions beyond YDSP's control, YDSP may replace the equipment for a fee of \$35 if the equipment is still covered by its manufacturer's warranty. If the faulty equipment is no longer replaceable under its manufacturer's warranty, or YDSP does not have any replacement equipment in stock, a replacement fee will need to be determined based on the cost of the new replacement equipment.

SERVICE CALLS

Subscriber should report all Service problems and issues to the Contractor during the Contractor's business hours and follow the Contractor's service ticketing process. The Contractor's contact information and Service ticketing procedure will be available on the YDSP website. If YDSP or the Contractor is called to the Subscriber's premises or home and it is determined that the problem is other than the Wireless Internet Service and/or the Wireless Internet equipment or installation a minimum service fee of \$35 will be charged by the Contractor for "Unnecessary Service Call". Failure to pay the "Unnecessary Service Call" fee, 30 days after the service call, may result in service termination or service reduction. The stated service fee applies during regular business hours. YDSP and the Contractor will only respond and resolve Service issues on weekends, holidays or after business hours if the issue(s) is determined to be a Service Outage. A Service Outage is defined as an outage that affects 10% or more of YDSP's Internet Subscribers.

CONTRACTOR CONTACT INFORMATION

Company Name: Webatron Internet Solutions, Inc.

Number: (915) 213-6900

Email: ydsp@webatron.biz

Website: www.webatron.biz

These Terms and Conditions are not intended to infringe on anyone's civil rights or freedom of speech but promote safe Internet protocols and protect the YDSP Internet Service network. YDSP Internet Service is a private wireless network. We have the right to refuse service to anyone. Not reading this document does not limit your liability regarding your actions or the actions of end users, in regards to the use of the Service and/or compliance with the Terms and Conditions, or Service Agreement. This Agreement shall be construed in accordance with and governed by the laws of YDSP. Any suit arising out of or related to this Agreement shall be brought in the Tribal Court of YDSP. Nothing in this Agreement shall be construed as a diminishment of the YDSP's sovereign status and powers including immunity to suit.

By Signing this Agreement, I agree with and fully understand everything in this document:

Subscriber (Head of Household or Homeowner)

Printed Name: _____

Signature: _____ Date: _____