

MTE High-Speed Internet Services Customer Agreement

This Customer Agreement ("**Agreement**") is between Midvale Telephone Exchange, Inc. d/b/a MTE Communications ("**MTE**") and the party identified below ("**Customer**" or "**you**"):

This Agreement sets forth the terms and conditions by which MTE will make available to you the Services (described below). By installing the Equipment and continuing to use the Services, you affirm that (a) you understand this Agreement and (b) you accept this Agreement and its terms and conditions, even if you choose not to read it. If you do not agree to all of the terms and conditions of this Agreement, you must return the Equipment to MTE by following MTE's return instructions. You and MTE agree as follows:

Services. Subject to the terms of this Agreement and MTE's High-Speed Internet Services Terms and Conditions (available at <https://mtecom.net/terms-conditions/>), which are incorporated into and made a part of this Agreement, MTE will provide internet connections between the MTE Equipment and MTE's Internet backbone, with speeds of up to 300 Mbps download and 100 Mbps upload speed (the "**Services**"). Speeds may vary due to network congestion. MTE reserves the right to interrupt those speeds if necessary for MTE Equipment upgrades and network maintenance, and will do its best to inform you of any such interruptions ahead of time.

Term. The "**Promotion Term**" of this Agreement begins on the date that MTE installs and activates the Services ("**Start Date**") and runs for 18 months from the Start Date. Thereafter, the term of this Agreement continues on a month by month basis until terminated by either party.

Fees, Payment, Billing. During the Promotion Term, the monthly "**Services Fee**" will be a promotional rate of \$39.95. Thereafter, the monthly Services Fee will be the standard rate of \$59.95. As a condition to receive the promotional rate, Customer agrees to enroll in MTE's Auto Pay program under which MTE will automatically deduct the applicable Services Fee from Customer's designated account each month. Your account will be delinquent if payment is rejected for any reason or if any unpaid balance remains on the account. MTE may charge you late fees and other applicable fees to recover the costs of dealing with late payment situations. These fees are in addition to all other fees. Additionally, MTE may interrupt or disconnect your Services for non-payment and will charge you a reconnect fee to resume Services.

Money-Back Guarantee. If, for any reason, you are not satisfied with the Services, you are entitled to a full refund of the first month's Services Fee, and MTE will make arrangements to remove and retrieve all MTE owned equipment. This guarantee is valid for the first 30 days from the Start Date.

Monthly Equipment Fee: MTE Internet Service requires the use of MTE owned equipment which will be provided to the customer for a monthly fee of \$12.00. The initial equipment bundle includes an Arlo Doorbell Camera, and a Whole House Router (“**Equipment**”). MTE will also provide access to the MTE WiFi Ultra App, allowing customers control over their Wi-Fi Network. MTE will maintain and replace the Equipment as needed for as long as the customer maintains service with MTE. However, if the Equipment is damaged through negligent behavior of any sort, customer will be charged for the cost of the Equipment as well as any installation fees required for replacement.

Termination. If you terminate this Agreement before the end of the Promotion Term, you agree to pay MTE an “**Early Termination Fee**” equal to 50% of the Services Fee for the Promotion Term multiplied by the number of months remaining in the Promotion Term. You and MTE agree that the Termination Fee is a reasonable estimate of the damages MTE will suffer because of your early termination and, therefore, is not a penalty but instead, is liquidated damages.

Entire Agreement: This Agreement contains the parties’ entire Agreement with respect to the Services and Equipment, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement.

By verbally communicating your authorization to MTE Customer Service personnel over the phone when you called in to order Services, you agree to the terms of this Agreement and agree that is a binding agreement between you and MTE, enforceable against each of you according to its terms. This call will be recorded and a follow-up email will be sent to the Customer with a link to the Customer Agreement for your records. You also agree to confirm your agreement to be bound by the terms of this Agreement in writing if MTE so requests.