Bitwise ("Wifi") Internet Customer Agreement

This Agreement is made by and between Bitwise, Inc. ("Bitwise") a Michigan company with a headquarters address at 411 West Flint Street, Davison, MI and Customer ("Customer"). This Agreement shall be effective on the date that it is executed by Bitwise following Customer's execution ("Effective Date"). This Agreement sets forth the terms and conditions pursuant to which Bitwise shall provide the "Service" (as hereinafter defined) to Customer. As used herein, "Service" shall refer to Bitwise internet access ("wireless Internet access" or "Wifi") Service which shall consist of high speed access to Bitwise Internet Protocol ("IP") network, which access shall be provided via a wireless connection between Bitwise access point and the Customer's (CPE) Client Premise Equipment. The Service shall provide connectivity, via Bitwise IP network, between a Customer location and the Internet and/or a local area network ("LAN")

1. Equipment Needs for Service

To use the Service, Customer must have a personal computer, an Ethernet network interface, and operating system software meeting Bitwise applicable minimum requirements.

1.1 Computer Equipment: The personal computer that Customer uses to access the Service must meet minimum configuration standards. Please refer to System Requirements for the current specifications. The minimum configuration standards may change and Bitwise will make reasonable efforts to support previously acceptable configurations; however, Bitwise is not obligated to continue to provide such support. Bitwise may supply equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Service. Customer acknowledges that such equipment may require updates and/or changes to the software resident in the equipment and that Customer may be required to perform such updates and/or changes. Notwithstanding, Customer hereby authorizes Bitwise to perform updates and/or changes, on-site or remotely from time to time as Bitwise deems necessary, in Bitwise sole discretion.

Bitwise does not provide technical assistance for third-party hardware or software, including but not limited to home networks, service or gaming systems. Any questions concerning third-party hardware or software should be directed to the manufacturer of that product. Bitwise has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that Customer elects to use in connection with the Services.

Customer will not connect any equipment, other than equipment authorized by Bitwise, to the poe, router or antenna. Customer understands that failure to comply with this restriction may cause damage to the Bitwise network and subject Customer to liability for damages and/or criminal prosecution. Customer may not alter, modify or tamper with the Equipment or the Service, or permit any other person to do the same that is not authorized by Bitwise.

1.2 Network Interface: When Bitwise installs the Service, Customer will need a network interface card or adapter providing an Ethernet connection. If Customer does not have a network

interface, it may be possible for Customer to purchase from Bitwise. This interface will become Customer's property, even if Customer terminates the Service.

1.3 Security: Customer acknowledges and agrees that when using the Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Customer's equipment. Customer is responsible for taking and should take all appropriate security measures when using the Service, including those recommended in Bitwise. Customer is responsible for any misuse of the Service that occurs through Customer's account whether by a member of Customer's household or an authorized or unauthorized third-party.

1.4 Email: Customer may access their Bitwise e-mail account at www.bwmail.net/webmail, or by using the user's software application (e.g. Outlook, Outlook Express and Windows Mail). Examples of settings for software applications can be found on the Bitwise website.

2. General Subscriber Responsibilities and Warranties

Customer warrants that he or she is at least 18 years of age.

Customer agrees that the subscription is personal to Customer and agrees not to assign, transfer, resell or sublicense Customer's rights as a subscriber unless specifically allowed by this Agreement. The Service and the Bitwise Equipment shall be used only by Customer and by members of Customer's immediate household living with Customer at the same address. Customer acknowledges that Customer is executing this Agreement on behalf of all persons who use the Bitwise Equipment and/or Service by means of the Customer Equipment. Customer agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from Customer's use of the Service or by another using Customer's computer.

The identifying information that Customer has provided and will provide to Bitwise during the term of this Agreement, including without limitation Customer's legal name, address, telephone number(s), the number of computers on which the Service is being accessed and payment data (including without limitation information provided when authorizing recurring payments) is accurate, complete and current. Customer agrees to promptly notify Bitwise, in accordance with the terms of this Agreement, upon the occurrence of any change in the status of Customers' account (e.g., change in individuals authorized to use Customer's account) or if there is any change in the information that Customer has provided to Bitwise. Failure to provide and maintain accurate information constitutes a breach of this Agreement.

Customer agrees that Customer is responsible for anyone using Customer's computer system, password or name or user name in connection with the Service and for ensuring that anyone who does use the Service through Customer's computer or access to the Service, does so in accordance with the terms and conditions of this Agreement. Customer agrees to take all reasonable measures necessary to ensure that the Service is not used by another without Customer's consent.

Bitwise requires Customer to comply with the terms of Bitwise Acceptable Use Policy ("AUP"). A copy of that Acceptable Use Policy can be found on Bitwise website at Acceptable Use Policy and is incorporated into this Agreement by reference. Please review the AUP regularly for updates and changes can be made at any time.

Customer shall be responsible for procuring and installing patches, any and all anti-virus and firewall software/ hardware and operating system patches, up-dates, or supplements that may be necessary for (i) the protection and maximum functionality of Customer's computer and related equipment and (ii) the protection of Bitwise network and other customers. For purposes of clarification, Bitwise hereby disclaims any and all responsibility and liability for any damages that may arise from Customer's failure to procure or install the aforementioned security software and /or hardware.

3. Monitoring Services

Customer agrees that Bitwise has the right to monitor the Service (including but not limited to, content and Customer equipment as it may affect the Service from time to time) in accordance with this Agreement.

For content residing on Bitwise servers, Bitwise reserves the right at all times and without notice to remove, restrict access to, or make unavailable, and to monitor, review, retain and/or disclose any content or other information in Bitwise possession about or related to Customer, Customer's use of the Service or otherwise as necessary to satisfy any applicable law, or otherwise to preserve the security of the System or Bitwise customer information.

4. Customer Payment Obligations

4.1 Service Fees: Bitwise will bill Customer a standard monthly fee for the Service. Customer agrees to pay the bill by its due date and to be responsible for any and all charges, damages and costs that Customer or anyone using Customer's account incurs. If Customer leases equipment from Bitwise, additional monthly charges will apply. In addition, Customer agrees to pay all applicable taxes. Bitwise may also charge a monthly support maintenance fee or a per instance support charge, depending on Customer location, for technical support services related to the Service including, but not limited to, repairs or for any Service features. Bitwise may change the amount of the standard monthly fee, the equipment rental fee, or any applicable monthly maintenance fee upon thirty (30) days written notice. Bitwise will identify any per instance support charges to Customer prior to providing any technical support that would result in such charge(s). Subject to applicable law, Customer must notify Bitwise of any billing errors or other requests for refund within thirty (30) days of the date on which the error occurred.

4.2 Installation Fees: Bitwise may charge Customer a one-time installation fee. In some circumstances, an additional installation fee may be required when customer adds additional Service features or additional parts are needed to complete the install. Bitwise shall notify Customer of such fee prior to installation. Customer shall not be eligible to receive the applicable Service feature unless Customer pays any applicable installation fee.

4.3 Late Fees, NSF Fees, Collection Expenses and Termination for Unpaid Balances: If Customer's payments are not current, Bitwise may impose a late fee, the Service may be disconnected without notice, and Bitwise may remove Bitwise equipment from Customer's premises. Bitwise may charge an insufficient funds fee (NSF Fee) of $25 or to the extent permissible under applicable law for all returned checks and bankcard/credit card charge backs. The Customer must replace/pay the returned check or declined card amount (plus applicable NSF Fee), and in any event, the Customer acknowledges and agrees that Bitwise has the right to present to Customer's banking institution for payment via electronic funds transfer, any returned check or declined card amount and the applicable NSF Fee. A $1.50 fee will be charged on all credit card transactions, except for Customers who have signed up for Auto-bill pay. A $3.00 fee will be charged for any check payments. A $1.50 fee for paper billing/statements. Any bills not paid within five days of due date will incur a $5.00 late fee. Services will be disconnected after seven days of non-payment on past due invoices. Customer will be liable to pay Bitwise for all attorneys' fees, collection fees or other expenses arising from efforts to collect any unpaid balances on Customer's account.

4.4. Credit Inquiries: Customer authorizes Bitwise to make inquiries and to receive information about Customer's credit experience from others, to enter this information in Customer file, and to disclose this information concerning Customer to appropriate third parties for reasonable business purposes.

4.5. Payment by Credit Card, Debit Card or ACH Transfer: If Customer has elected to be billed by credit card, debit card or ACH transfer, Customer agrees that he/she will automatically be billed each month for any amounts due under this Agreement. If Customer makes payment by check, Customer authorizes Bitwise and its agents to collect this item electronically.

5. Disclaimer of Warranties and Limitation of Liability

5.1 No Warranty: Customer agrees that customer uses the service and any software and equipment supplied by Bitwise at customer's sole risk. The service and Bitwise equipment are provided on an "as-is basis". Bitwise does not warrant uninterrupted use of service. Bitwise does not warrant that the service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware or other harmful components, even if countermeasures have been deployed. Bitwise does not warrant that any data or files customer sends or receives via the service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to customer's computer this includes, but is not limited to, incidents of file sharing, print sharing or use of other means that enable internet users to gain access to customer's equipment or to monitor customer's activity and conduct while using the service.

Customer acknowledges and understands that Bitwise utilizes anti-spam software and that such security technology is a feature of service that may block incoming and outgoing electronic mail. Bitwise does not warrant that such features will block all unwanted mail/spam or that all mail that is blocked constitutes unwanted mail/ spam. Consistent with other statements set forth in this section, Bitwise does not warrant that such feature will be error-free.

Customer understands and agrees that Bitwise does not guarantee that any particular amount of bandwidth on the Bitwise network or that any speed or throughput of customer's connection to the Bitwise network will be available to customer. Customer understands and agrees that the speed of the Service provided at Customer's site will vary depending upon a number of factors, including Customer's computer system(s) and associated equipment, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Bitwise control, and system failures, modifications, upgrades and repairs.

Customer understands that Bitwise may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Bitwise AUP ("Network Management Tools"). These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, and managing network resources through techniques such as limiting the number of peer-to-peer sessions Customer can conduct at the same time, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups, and such other Network Management Tools as Bitwise may from time to time determine appropriate.

Customer further understands and agrees that, to allocate bandwidth across all of its users, Bitwise may employ traffic-management technology, including but not limited to packet-reset technology, which technology may materially slow the uploading of certain files.

Customer's sole and exclusive remedies under this Agreement are as set forth in this Agreement. Because some States do not allow the exclusion or limitation of implied warranties, some of the above exclusions may not apply to Customer.

5.2 Limitation of Liability/Exclusive Remedy: Bitwise entire liability and customer's exclusive remedy with respect to the use of the service or its software and equipment, or any breach by Bitwise of any obligation Bitwise may have under this agreement, shall be customer's ability to terminate the service or to obtain the replacement or repair of any defective software or equipment provided by Bitwise to customer. In addition, Bitwise shall not be liable for damages for failure to furnish, or the degradation or interruption of, any services, for any lost data or content, identify theft, for any files or software damage, regardless of cause. Bitwise shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of services. In no event shall Bitwise be liable for any breach of warranty, direct, indirect, consequential, exemplary, special, lost profits, or punitive damages with regard to the installation, outage, maintenance, use, failure or removal of the service, even if damage results from the negligence or gross negligence of Bitwise, its employees or agents.

Customer acknowledges and agrees that Bitwise has set its pricing for the service and entered into this agreement in reliance upon the limitations of liability set forth herein, and that the same form an essential basis of the bargain between the parties. Customer understands and agrees that the limitations and exclusions of liability and disclaimers in the agreement will survive and apply even if found to have failed of their essential purpose.

5.3 Right of Entry and Damage to Customer's Computer during Installation: Customer agrees to permit Bitwise to enter Customer's home or office and property at reasonable times to install, connect, disconnect, repair or inspect the equipment used to provide the Service. If Customer is not the owner of the premises upon which the Service is to be installed or serviced, Customer represents and warrants that Customer has obtained the consent of the owner of the premises for Bitwise personnel and/or its agents to enter the premises for the purposes described above. Bitwise will not enter Customer's home to install or repair Customer's Service unless an adult is present in Customer's home at the time of the service call. Customer authorizes any other adult resident or guest at Customer's residence to grant Bitwise access to Customer's premises, if Customer is not at home when Bitwise makes a service visit. Customer acknowledges and agrees that installation or repair of the Service or Customer's service may require Bitwise personnel and/or its agents to open Customer's computer. Bitwise neither represents, warrants, nor covenants that such modifications will not disrupt the normal operation of Customer's computer. Bitwise shall not be liable for any damage, loss or destruction to Customer's home or Customer's computer equipment whatsoever during installation or repair, including but not limited to any damage to, or loss or destruction of, any hardware, software, files or data. Bitwise is also not responsible for returning Customer's computer to its original configuration. If Customer is not the owner of the premises, Customer shall indemnify and hold Bitwise harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.

5.4 Damage to Equipment Owned by Bitwise: All equipment provided by Bitwise shall remain its sole property throughout the term of this Agreement, unless expressly stated otherwise. Customer agrees that Customer will not sell, transfer, lease, assign or otherwise encumber any equipment leased by Bitwise to Customer. Customer agrees to pay the full retail cost for the repair or replacement of any lost, stolen, damaged or unreturned Equipment, together with any costs incurred by Bitwise in obtaining or attempting to regain possession of leased equipment.

5.5 Force Majeure: Customer agrees that Bitwise will not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of service, directly or indirectly caused by circumstances beyond its control, including but not limited to Bitwise Service Providers, labor disputes, acts of war, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Service.

5.6 Mailbox Deactivation: Customer agrees that Bitwise owns any and all mailboxes associated with the Service and may reclaim such mailboxes at any time for any reason. Bitwise has several domain names which it uses for email services to customers such as www.bwmail.net, etc. Bitwise may also limit the number of new email addresses that can be created. Customer agrees that if Customer does not access a Bitwise mailbox for a period of three months, Bitwise may deactivate the mailbox. Customer understands that Bitwise will delete the contents of the mailbox, if any, at that time. If after that time, Customer does not access such Bitwise mailbox for an additional period of three months, Bitwise shall have the right to reassign such mailbox.

5.7 Mail Storage: If Customer elects to store electronic mail on Bitwise server(s), such electronic mail is subject to deletion at any time after Customer first retrieves electronic mail. Regardless of the retrieval protocol used by Customer, in no event will Bitwise be responsible for maintaining,

and Bitwise will not guarantee storage of, such electronic mail for any period of time. Bitwise also reserves the right to enforce email storage limits.

5.8 Network Security and Management: Customer agrees that Bitwise may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam. Bitwise may take other actions, in its sole discretion, to manage or protect its network or to benefit the greatest number of its subscribers, including, but not limited to, traffic prioritization and protocol filtering, and in some instances, suspend or terminate access by Customer to the network. Bitwise may take these actions, with or without notice, in situations where Bitwise believes, in its sole discretion, that Customer may harm the Bitwise network or disrupt the performance of the Service for other users or where Customer is transmitting or is otherwise connected with what Bitwise considers in its sole discretion to be spam. Customer agrees that Bitwise is entitled to damages if Customer is transmitting or is otherwise connected with spam. Customer agrees Bitwise is entitled to actual damages.

6. Indemnification

Customer agrees to indemnify and hold harmless Bitwise, its parents, subsidiaries, members, affiliates, officers and employees from any claims brought against Bitwise related to Customer's use of the Service or the violation of the Acceptable Use Policy or the Privacy Policy, including, but not limited to, claims that Customer's use of the Service infringed on the patent, copyright, trademark or other intellectual property right of any third party, claims arising from any breach or alleged breach by Customer of this Agreement or the AUP, or any claim resulting from Customer's negligence. Customer agrees to pay any attorneys' fees incurred by Bitwise in bringing any action related to the Service or a breach of the terms of this Agreement.

7. Termination of the Service

7.1 Customer's Right to Terminate the Service: Customer may terminate the Service at any time by calling Customer's local customer service department. Email submissions to Bitwise shall not constitute effective notice. Upon termination, Customer agrees to pay any outstanding account balance and Customer will return any leased equipment to Bitwise within seven (7) days of termination of account. If Customer does not return leased equipment within seven (7) days of the date of termination of Customer's account, Bitwise reserves the right to bill any Bitwise customer for up to the full retail value of the leased equipment, which Customer failed to return. IF CUSTOMER CANCELS THE SERVICE FOR ANY REASON, BITWISE WILL NOT BE REQUIRED TO REFUND TO CUSTOMER ANY PORTION OF THE MONTHLY CHARGES PAID BY CUSTOMER FOR THE MONTH IN WHICH CANCELLATION OCCURS.

7.2 Bitwise Right to Suspend/Terminate the Service: The Service and all Service features are subject to availability on an ongoing basis. Customer understands that Bitwise may cease to offer the Service or any Service feature at any time. Bitwise may suspend, disconnect and/or terminate

the Service at any time without prior notice if Bitwise believes in its sole discretion that Customer has:

- (a) Failed to pay Customer's bill when it is due;
- (b) Threatened/Threatening or harassed/harassing any Bitwise employee or contractor;
- (c) Violation of the Acceptable Use Policy; or
- (d) Violation of any other provision of this Service Agreement.
- If Customer is disconnected for any reason and/or service is suspended in accordance with this agreement, Customer may be charged (i) a reasonable disconnection and/or a reconnection fee and/or (ii) for service during the period of suspension in accordance with applicable federal and state law.

7.3 Rights Upon Termination: In the event that Customer's account is suspended, disconnected, and/or terminated, no refund, including any fees Customer paid to Bitwise, will be granted; no online time or credits (for example, points in an online game) will be credited to Customer, nor can it be converted to cash or another form of reimbursement. Moreover, Bitwise will not be responsible for the return of data stored on Bitwise servers, such as web and e-mail servers. Customer agrees that Bitwise has no obligation to visit Customer's home upon termination to reconfigure Customer's computer.

8. Miscellaneous

8.1 Entire Agreement: This Agreement and the schedules referenced in this agreement constitute the entire agreement with respect to the Service. This Agreement supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.

8.2 No Rights or Remedies for Third Parties: This Agreement is not intended to give and does not give any rights or remedies to any person other than Customer and Bitwise.

8.3 Governing Law: This Agreement and all matters arising out of or related to this Agreement will be governed by the laws of the State of Michigan, without regard to conflicts of law provisions. Customer agrees that the federal and state courts of Michigan alone have jurisdiction over all disputes arising under this Agreement and Customer consents to personal jurisdiction of those courts.

8.4 Severability: If any term, covenant, condition or portion of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.

8.5 Changes to the Agreement: Bitwise may change, amend, alter, or modify this Agreement at any time. Bitwise may notify Customer of any change either by posting that change on Bitwise website (www.bitwiseinc.net), by sending Customer an e-mail or by U.S. mail. If Customer continues to use the Service after such notice has been made of a change, Customer agrees that such continued use shall be deemed to be Customer's acceptance of those changes. The updated,

online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any software or related materials provided by Bitwise. This Agreement should be read in conjunction with Bitwise AUP and all other applicable policies.

8.6 No Assignment: Customer may not assign this Agreement, or Customer's rights or obligations under this Agreement, without Bitwise prior written consent. Bitwise may transfer or assign any portion or all of this Agreement at any time without notice to Customer, and Customer waives any such notice which may be required.

8.7 Waiver: Except as otherwise provided herein, the failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

8.8 Customer Service: If Customer experiences a problem with the Service, Customer may contact Customer's local customer service which can be located using Bitwise website at (www.bitwiseinc.net).

8.9 Consent to Phone, Mail and Email Contact: Customer consents to Bitwise calling the phone numbers and emailing any email addresses Customer has supplied to Bitwise, including mobile and wireless numbers, for any purpose, including the marketing of its current and future Services. If Customer's wireless or mobile provider charges Customer for receipt of such messages, Customer acknowledges and agrees that Customer is responsible for paying such charges. Upon Customer's request, the phone numbers and/or email addresses that Customer has previously provided will be removed from Bitwise's marketing list.

(a) Contact Information:

Bitwise, Inc.
Attn: Customer Service
411 West flint street, Davison, MI 48423
810-658-6476

(b) Charges. Charges to Customer imposed by Bitwise for use of the Service are as follows: Current rates for using the Service are in posted on the website (www.bitwiseinc.net). Bitwise reserves the right to change fees, surcharges, and monthly fees or to institute new fees at any time, all pursuant to Section 4 of this Agreement.

(c) Bitwise regularly updates and amends this agreement, and the AUP. Customer should visit the Bitwise website to be sure customer remains in compliance.

Customer Agreement, Updated August 2018

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