

RESIDENTIAL SERVICES AGREEMENT

This Residential Service Agreement (“Agreement”) describes the terms under which DMEA Utilities Services, LLC (“Elevate”) will provide residential service(s) (the “Service” or “Services”) to you through Elevate’s fiber optic network. **Please read the below terms carefully.**

AGREEMENT

The below individual or entity (the “Customer”) applies for Service or Services with Elevate and agrees to these terms:

1. **CUSTOMER’S OWNERSHIP OF SERVICE LOCATION.** Customer represents that it owns the property where the Service will be received (“Service Location”), or has permission from the owner(s) to enter this Agreement.
2. **TERMS OF SERVICE.** In addition to this Agreement, Customer agrees to comply with Elevate’s residential policies and charges (the “Terms of Service”). The Terms of Service are available at <https://www.elevateinternet.com/legal-information>. Customer’s using the Service will be deemed an acknowledgement that Customer has read and agrees to those Terms of Service. This Agreement and the Terms of Service are the only terms that govern the Service, and the Terms of Service control if there’s any conflict with the Agreement.
3. **BILLING AND PAYMENT.** Customer agrees to pay the charges relating to the Services, including an installation charge covering basic installation for one data connection, one voice line (if applicable), and video set up (if applicable) in one facility completed during one installation trip. Charges may change over time, and Customer agrees that failure to pay those charges may result in Service termination and Elevate’s collecting on amounts owed. The first bill will reflect a prorated amount for the month of install, the next month’s payment, and any applicable installation charges. Upon cancellation or termination of services, customer agrees that all outstanding amounts owed are due and payable at time of service termination.
4. **TERMINATION BY ELEVATE.** Elevate may terminate or decline to provide Service to Customer at Elevate’s discretion, including for breach of this Agreement or violation of the Terms of Service.
5. **COMPLIANCE WITH APPLICABLE LAWS.** Customer agrees not to use the Service in a way prohibited by the Terms of Service or by local, state, or federal law—including trademark, copyright or other intellectual property laws.
6. **GRANT OF EASEMENT.** Upon Elevate’s request, customer agrees to provide a telecommunications communications easement on and through the Service Location so that Elevate may reach Customer. Customer also agrees upon request to provide an easement so that Elevate may provide Services to other Elevate customers, but only if that easement follows existing electric utility facilities. Elevate also has the right to utilize the Service Location in a reasonable manner so as to perform necessary maintenance, service upgrades, and periodic right-of-way maintenance.

7. **RESIDENTIAL SERVICE LEVEL RELIABILITY.** Elevate will try to minimize all scheduled and unscheduled outages and to ensure Customer can reliably access the purchased Services 24/7 but there may be occasional interruptions. Customer understands that the Services require electricity at the Service Location and, if an electrical outage occurs, the Services (including telephone) may not function.
8. **SOFTWARE.** Elevate may provide Elevate or third-party software to enable and enhance the Services. All rights and ownership of such software shall remain under ownership and control of Elevate.
9. **CUSTOMER EQUIPMENT.** Customer is responsible for maintaining the wiring and other applicable devices within the Service Location needed to utilize the Service. Customer is responsible for meeting and complying with any minimum computer, device, and system requirements to utilize the Service or Services. Any damage occurring to wiring or applicable devices owned by Customer will be Customer's responsibility.
 - a. **Returning Equipment.** Upon termination of this agreement, Customer agrees to return all in-home hardware and/or devices to Elevate in an acceptable condition. If Customer fails to do so, Customer agrees to pay an unreturned equipment fee equal to the approximate cost of the hardware.
10. **TECHNICAL SUPPORT.** Unless provided by the Terms of Service, Elevate is not obligated to provide technical assistance with third-party hardware or software, such as customer provided routers, switches, bridges, computers, laptops, gaming systems, phones, fax machines, printers, WiFi boosters, or other consumer grade accessories or devices.
11. **LIMITATION OF LIABILITY.** Customer agrees that the damages to which it is entitled from Elevate or from any other party under this Agreement are limited to the cost of the Service or Services to Customer and, if applicable, to obtain the replacement or repair of any defective software provided by Elevate. ELEVATE, ITS OFFICERS, OPERATING MANAGERS, OWNERS, PARENT COMPANY, EMPLOYEES, AFFILIATES AND AGENTS ("ELEVATE PARTIES") WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE OR LIABLE FOR ANY DELAY OR FAILURE TO PERFORM, NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE SERVICE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST PROFITS, COMPUTER FAILURE OR MALFUNCTION, ANY DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS. THE ELEVATE PARTIES MAKE NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AND NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, REGARDING ELEVATE EQUIPMENT, SOFTWARE, OR ANY SERVICES FURNISHED TO CUSTOMER. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL THE ELEVATE PARTIES HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR RESULTING FROM ELEVATE'S FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO CUSTOMER OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO CUSTOMER.
12. **NO WARRANTY.** Elevate does not warrant uninterrupted use of the Services, nor does it warrant that the Service will be error-free or free of any viruses, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components. Elevate 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 information. THE SERVICE AND ELEVATE EQUIPMENT ARE PROVIDED ON AN "AS-IS BASIS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICE, EQUIPMENT, AND SOFTWARE ELEVATE PROVIDES AND ELEVATE DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

13. **INDEMNITY.** Customer shall defend, indemnify, and hold harmless Elevate and its corporate parent, Delta-Montrose Electric Association—along with their directors, officers, and employees—against any third-party claims, damages, losses, attorney's fees, and expenses relating to or arising from Customer's breach of this Agreement or its violation of the Terms of Service.
14. **SUCCESSORS AND ASSIGNS.** Elevate's rights and obligations under this Agreement shall accrue to any of Elevate's successors or assigns. Customer may not sell, transfer, or assign this Agreement to a third party without Elevate's advance written consent.
15. **JURISDICTION; VENUE; CHOICE OF LAW.** Customer agrees that exclusive jurisdiction for any claim or dispute with Elevate relating to this Agreement or the Service resides in the courts of Colorado and that this Agreement shall be governed by Colorado law. If legal action is necessary to enforce or interpret the terms of this Agreement or compel performance thereof, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
16. **CONSENT TO COMMUNICATIONS.** Customer consents to receive communications from Elevate relating to the Service, including regular U.S. mail, emails, text messages, and phone calls. Customer may opt-out of any non-emergency or non-billing communications.
17. **SECURITY.** Customer agrees that using the Services presents certain security risks that may enable other Internet users to gain access to or use of Customer's equipment or information. Customer is solely responsible for taking all appropriate security measures when using the Services, and agrees that neither Elevate nor Delta-Montrose Electric Association shall be responsible for security or information breaches. Customer agrees that Elevate 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.
18. **AMENDMENT OF THE TERMS OF SERVICE.** Customer agrees that the Terms of Service may change from time to time. Elevate may notify Customer of these changes by posting notice of them on Elevate's website at www.elevateinternet.com, under "Legal Info," or by sending notice via electronic mail. Customer's continued use of the Service following notice of such change shall be deemed to be the Customer's acceptance of the changes. If Customer does not agree to the changed Terms of Service, Customer will cease using the Service and notify Elevate that Customer is terminating the Service.
- 19.

CUSTOMER INFORMATION



Customer name _____ DMEA electric acct. # where service is to be installed _____

Home Phone _____ Business Phone _____

Email _____ Mobile phone _____

Service location/physical address _____

Mailing address (if different) _____

Customer signature _____ Date _____

By signing this agreement:

1. *Customer has reviewed and agrees with the terms of this Agreement and the Terms of Service posted online at <https://www.elevateinternet.com/legal-information>. Customer acknowledges and agrees that the Terms of Service may change in the future but remain binding.*
2. *Customer agrees to pay a standard installation charge at the time of install scheduling. This charge covers basic installation for one data connection, one voice line, and video set up in one facility completed during one installation trip. Any additional wiring or installations over 300 feet are subject to additional charges. Any additional installation charge will be established with customer prior to installation.*
3. *OPTIONAL OPT-IN FOR AUTODIALED MARKETING CALLS AND TEXT MESSAGES: Customer consents to receiving autodialed marketing calls and text messages from Elevate at this number (note: consent is not required to receive Services):*

Initial to opt in: _____