



ExedeSM EQUIPMENT LEASE

C.R.S.T. Telephone Authority and _____ (Lessee) agree to this lease for ExedeSM Satellite Broadband Internet at the following service address _____.

The ExedeSM Satellite Broadband Internet includes the following: ExedeSM Indoor Unit, Outdoor Unit, and ExedeSM Surge Protector.

Customers can purchase for the following amounts and terms:

<i>ExedeSM Satellite Broadband Internet</i>	
<u>Buy-out Option</u>	\$340.00 plus tax
<u>Lease-to-Own Option</u>	\$15.00 per month - 24 months

ExedeSM Satellite Equipment

Lessee agrees to be billed in the amount of **\$15.00 per month** on their monthly telephone bill with C.R.S.T. Telephone Authority.

Lessee agrees not to relocate any equipment without prior written consent of C.R.S.T. Telephone Authority (please refer to Section 5.5 in ExedeSM agreement). Lessee further agrees not to extend ExedeSM Satellite Broadband services to another location. In the event of violation of these provisions, lessee acknowledges breach of this agreement and lessee assumes responsibility for all associated liabilities including, but not limited to, retroactive billing of services from date of initial installation.

Lessee authorizes C.R.S.T. Telephone Authority or its certified subcontractors to make any preparations of lessee's premises necessary for the installation, maintenance or removal of equipment. Lessee agrees to indemnify C.R.S.T. Telephone Authority and hold it harmless from all claims, damages and liabilities in connection with (1) the installation, maintenance or removal of equipment, (2) the providing of ExedeSM Satellite Broadband service and (3) lessee's failure to obtain any requisite owner approval, unless such loss or damage is caused by the negligence of C.R.S.T. Telephone Authority.

Installation on all systems MUST be performed by C.R.S.T. Telephone Authority or its representatives. Non-standard installation which includes but not limited to pole mounts, location exceeds 50 mile drive radius, and flat roof mount: these will be done for a fee ranging from but not limited to **\$150.00 - \$200.00**. The installation fee must be paid prior to installation.

A site survey will be conducted by a C.R.S.T. Telephone Authority certified ExedeSM technician/installer. This is to determine the following:

- 1) antenna location meets line-of-site requirements
- 2) type of antenna to be used
- 3) path and entry point of cable to house
- 4) determine if customers computer meets minimum requirements (i.e., hard drive requirements)
- 5) Standard or non-standard installation.

Additional charges may be, at the discretion of C.R.S.T. Telephone Authority or its representatives, apply for cable ground burial for satellite antenna placement away from dwelling, additional travel distance, additional room wiring, off-air antenna and installation, fishing cables through walls, customized wall plates, wiring, etc., permits and/or inspection fees necessary for installation and chimney or ground pole mount.

Lessee agrees to subscribe throughout the term of the lease to ExedeSM Satellite Broadband services. Monthly recurring programming charges are subject to change at the discretion of C.R.S.T. Telephone Authority and or ExedeSM Satellite Broadband services.

C.R.S.T. Telephone Authority makes no warranties which extend beyond the description of the face of this contract or any warranty of merchantability.

Lessee agrees to pay all costs, expenses and fees including reasonable collection and attorney's fees, arising directly or indirectly from any breach by lessee, of any obligations contained herein.

Lessee with buy-out option – Lessee agrees that any and all maintenance or repairs to the equipment resulting from normal wear shall be performed by C.R.S.T. Telephone Authority or its representatives as provided under this agreement. Lessee agrees to be

responsible for repairs to equipment during the term of the lease resulting from negligence, act of God or intentional damage by subscriber or subscriber's agent.

Leased equipment shall remain the property of C.R.S.T. Telephone Authority until the lessee exercises the buy-out option. In the event the contract is breached due to nonpayment, the lessee agrees to return all equipment to C.R.S.T. Telephone Authority. If the equipment is not returned or made available for removal or satisfactory arrangements made within 30 days of discontinuance of service, the lessee agrees to pay C.R.S.T. Telephone Authority the value of said equipment. The lessee shall be responsible for maintaining all insurance coverage on leased equipment or other investments made by C.R.S.T. Telephone Authority at the location designated for receipt of signal.

Lessee agrees to pay C.R.S.T. Telephone Authority a **\$100.00** Early Termination fee in the event of early (pre-mature) lease Termination. This charge will cover the cost of uninstalling the Exedesm Satellite Broadband Equipment.

Applicable Law: This Agreement is made on the Cheyenne River Sioux Reservation of South Dakota. The laws of the Cheyenne River Sioux Tribe shall govern performance under this Agreement. The Cheyenne River Sioux Tribe shall have exclusive jurisdiction over any and all disputes arising under this Agreement.

Lessee

Date

Address
