



COMMERCIAL SERVICES AGREEMENT

This Commercial Services Agreement (the "Agreement") is made by and between Blue Stream Communications, LLC ("Company"), ("Customer" or "You") and is effective as of the last signature set forth below ("Effective Date"). The term of this Agreement shall commence upon installation of the Services described below ("Commencement Date") and end after the expiration of the Agreement Term set forth above.

New Existing Terms of Agreement: 24 Months Estimated Delivery Date: TBD Business Days

Account Name: Del Webb Oak Creek Restaurant

Service Address: 17519 Winding Oak Lane City/State/Zip: North Ft. Myers, FL 33917

Billing Address: 1170 Celebration Boulevard, Suite 202 **City/State/Zip:** Celebration, FL 34747

Primary Contact Name: Kim Morton Primary Contact Phone/Email: 239-495-4836 kimberly.morton@pulte.com

Installation Contact Name: Ed Soto Installation Contact Phone/Email: 239-495-4836 ed.soto@pultegroup.com

Customer Account PIN (4 Digits) 1950 **Customer Tax ID:** 88-1219166

(Customer creates 4 digit pin)

Solution	Speed	Quantity	Monthly Recurring Charge	Gateway	Quantity	Monthly Recurring Charge	
GPON	100/100	1	\$99.95	Internet Device	1	\$0	
				Plume Total Wi-Fi	X	\$9.95	
				Add'l Plume Pods			
				IP Address Selection	Quantity	Monthly Recurring Charge	
				/32 1 Usable			
				/29 5 Usable	X 1	\$30.00	
				PRI			
Phone	Selection	Quantity	Monthly Recurring Charge				
Digital Service	X	3	\$20.00				
TV	Selection	Quantity	Monthly Recurring Charge				
B1 Basic TV							
B2 Expanded TV							
Digital Plus TV (incl. B1 & B2)							
Advanced en Espanol							
Sports Package Channels							
TV OUTPUTS	Quantity	Price		Mobile Applications	Quantity	MRC	Total
Digital							
High Definition							
One Time Charge	WAIVED						
Total Monthly Charge *	\$199.90			Offer Promo Code			

*Excludes Taxes & Regulatory Fees

Special Instructions	<p>All prices are guaranteed throughout the contract term.</p> <p>The service agreement is for the Restaurant. This agreement is for phone lines to customer-owned phones. If the customer decides to lease phones with Blue Stream Fiber it is \$24.95 per phone. That \$24.95 price includes the line.</p>
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This Commercial Services Agreement ("Agreement") sets forth the terms and conditions under which Company will provide Customer the Service(s) as selected on page 1 of this Agreement and the equipment used in connection with the Services ("Company Equipment"), if any, at your premises. By executing this Agreement, you accept its terms on behalf of Customer, yourself, your business, including all agents, employees and/or other users who access the Service provided hereunder.

Standard installation price will not apply to above-ground installation exceeding 150 feet from nearest activated plant and all installation involving underground wiring. Company will provide Customer with an estimate of any applicable non-standard installation charges and if such estimated charges exceed the installation charges stated above, Customer may terminate this Agreement without penalty or obligation within five (5) business days of receiving the estimate. By signing up for, activating, using and/or paying for the Services, Customer agree to the prices, terms and conditions set forth in this Agreement and the prices, charges, terms and conditions which Company has posted on its website at: www.mybluestream.com and which will be provided to You in booklet form upon installation of the Service(s), all of which are incorporated herein by reference. If You do not agree to the pricing or any terms or conditions, You may cancel the Service(s) immediately by calling us on our customer service line during normal business hours.

Company reserves the right to change the rates, terms and conditions of this Agreement and its online aspects of the Service(s), in its sole discretion, at any time by posting changes on its website at: www.mybluestream.com provided however, double and triple play package prices (exclusive of additional a la carte services) lock-in for Agreement Terms and PRI for Agreement Terms from the date of installation. Your continued use of the Service after changes are posted online constitutes Your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement. Because Company may, from time to time, notify You about important information regarding the Service(s), this Agreement and related matters electronically and/or by mail, You agree to check Your postal mail, email and all postings on the Company website (or an alternative website if Company so notifies You) regularly and to bear the risk of failing to do so.

This Agreement is effective as of the date signed and will remain in effect for a term of agreement. At the conclusion of the terms and on each subsequent anniversary thereof, this Agreement shall automatically continue on a month-to month basis on the same terms and conditions, unless one Party elects to terminate this Agreement by providing the other Party sixty (60) days' advance written notice to the address stated on the cover sheet. Upon termination of the Service(s) for any reason, You agree to return any Company Equipment within ten (10) days. If You do not return the Company Equipment within ten (10) days of the date of termination of Your account, the Company will add a

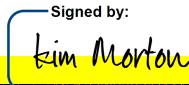
charge to Your account balance for the full retail value of such Company Equipment.

If the Customer's Service is disconnected prior to the end of the committed term, as specified above, and the disconnect is due to any reason other than from a breach of the Agreement by Company, the Customer shall pay an early termination charge equal to one hundred percent (100%) of the monthly Service and Equipment Charges multiplied by the number of months remaining in the term plus one hundred percent (100%) of the balance of monthly payments of installation/construction charges, if any. This early termination charge supersedes any other contrary terms or conditions, whether written or online.

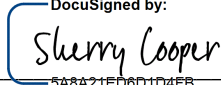
Customer is responsible for cancelling all Service(s) with current service provider that are no longer required after moving services to Company. The Company has no responsibility for any charges incurred for services from any other provider at any time.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first herein stated.

Customer:

Signed by: 
 By: _____
(Signature)
 Printed Name: Kim Morton
 Title: President
 Date: 8/13/2024

Company:

DocuSigned by: 
 By: _____
(Signature)
 Printed Name: Sherry Cooper
 Title: Director of Business Services
 Date: 8/13/2024