



WIRELESS INTERNET TERMS OF SERVICE AND AGREEMENT

The following terms and conditions shall apply to all customers subscribing to Airwave Broadband Wireless. In utilizing Airwave Broadband Wireless, Customer agrees to adhere to these terms and conditions as stated herein. Airwave Broadband Wireless reserves the right to modify this agreement anytime without notice.

Payment Policy: Subscriber shall be billed monthly for service one month in advance. A ten dollar (\$10.00) late payment fee will be assessed on accounts not paid within twenty five (25) days from the date of invoice. Accounts shall be deemed delinquent if unpaid within thirty (30) days. Delinquent accounts will have service suspended and incur a Twenty five dollar (\$25.00) reconnection fee. A Thirty dollar (\$30.00) fee will be assessed to accounts with returned checks.

Termination: Subscriber may terminate this Agreement by submitting a request for termination (email, fax, U.S. Mail or by telephone). Request received prior to close of business shall have a termination date of the next business day without prior notice, Airwave Broadband Wireless may terminate this Agreement, your password, your account, or your use of the services, for any reason, including, without limitation, if Airwave Broadband Wireless, in its sole discretion, believes you have violated this Agreement, or any of the applicable user policies, or if you fail to pay any charges when due. Airwave Broadband Wireless may provide termination notice to you by email, fax, phone, or mail.

Equipment and Scope of Work: All equipment, modems, subscriber modules, antennas and standard mounting equipment will at all times remain the property of Airwave Broadband Wireless. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned equipment or part thereof, together with any costs incurred by Airwave Broadband Wireless in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes Airwave Broadband Wireless to retrieve from Subscriber's premises equipment that is owned by Airwave Broadband Wireless.

Standard Maintenance: Airwave Broadband Wireless's connection point ends at the Subscriber Module. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Airwave Broadband Wireless network and backbone connectivity.

Disclaimer: Airwave Broadband Wireless assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via Airwave Broadband Wireless. Airwave Broadband Wireless discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by Airwave Broadband Wireless which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations. Including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to Airwave Broadband Wireless that its use of Airwave Broadband Wireless is to access information, content or other services is at its own risk.

Permitting and Landlord Approval: It is the Subscriber's responsibility to obtain any required permits, homeowner association's approval for the placement of the antenna on the Subscriber's building. Landlord/Owner consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive Airwave Broadband Wireless.

Not Covered by Standard Maintenance: Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscriber's computer and/or peripheral equipment not installed by Airwave Broadband Wireless, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming or relocation due to obstructions such as tree, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas or reconstruction of tower/mast assemblies may be billed to the Subscriber at standard hourly rate.

Indemnification/Release: Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release Airwave Broadband Wireless, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of Airwave Broadband Wireless hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using Airwave Broadband Wireless from any source or to any recipient.

Acceptable Use Policy: Airwave Broadband Wireless agrees to provide wireless internet to the subscriber subject to the following terms and conditions: This service is for single family residence or home-office or business use only. Internet sharing is allowed only within the boundaries of the service. Allowing others to use this connection via wired, wireless (WiFi or other technology) or by other means will result in immediate disconnection. Reselling this service will result in immediate disconnection. However, businesses may set up a WiFi hotspot with permission from Airwave Broadband Wireless, but this is only allowed on a case by case basis. Using a personal account for high volume or commercial use (e.g., revenue generation advertising, etc.) is prohibited. Email accounts exceeding the Member's allotted email space may, at Airwave Broadband Wireless discretion, be transferred to a compressed temporary file or storage. Airwave Broadband Wireless may delete the temporary file from the server 30 days after notifying you.

Abuse of Services: Any use of the system that disrupts the normal use of the system for other Subscribers is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to their computational, information, or communication devices or resources of others is a violation of this agreement. The use of Airwave Broadband Wireless by Subscribers to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) or any other inter-router protocol by subscriber is a violation of this Agreement. Any Subscriber deemed by Airwave Broadband Wireless to be in violation of this section is subject to immediate termination by Airwave Broadband Wireless. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

Monitoring the Services: Airwave Broadband Wireless has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Airwave Broadband Wireless, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its interest. Airwave Broadband Wireless may immediately remove your material or information from Airwave Broadband Wireless servers, in whole or in part, which Airwave Broadband Wireless, in its sole and absolute discretion, determines to infringe another's property rights to violate our Acceptable Use Policy.

Additional Clarifications, Terms and Conditions: Usernames, passwords and email addresses are Airwave Broadband Wireless property and Airwave Broadband Wireless may alter or replace them at any time. Airwave Broadband Wireless has no control over certain types of interference and signal blockage. We do not guarantee any level or quality of service. If the service becomes unusable due to Airwave Broadband Wireless's maintained equipment and cannot be restored within 24 hours, your account will be credited for the outage. Airwave Broadband Wireless cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service. Subscribers understand that service will be interrupted from time to time for various reasons including

maintenance, upgrades and power outages. There will be no warning for some of the outages. Airwave Broadband Wireless reserves the right to shape and control network traffic.

Governing Law and Venue: The laws of the state of California shall govern the terms of this Agreement.

Agreement: If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.