



2531 W 237th Street • Suite 102 • Torrance • CA • 90505 • Tel:(310) 856-0555 • Fax:(310) 856-0557

Government Customer Contract

Creative Wireless, Inc., herein after referred to as CWI, is pleased to offer the following service contract to our government subscribers. Government is defined as any officially recognized Municipal, State, Local or Federal agency or any bonafied public service or safety agency including Police, Fire, and Rescue services, that do not require Primary response service guarantees for their service. This price lists represents the current offerings of Creative Wireless, Inc. and may or may not be compliant with GSA or other government pricing guidelines.

- 1.) The terms of this contract shall be month to month with all payments being due in advance of service on the same calendar day that you initially are placed in service on for each successive month. Your initial payment will include the installation fees (if any) plus the first month's service fee.

The CWI wireless Network provides the following services:

2.4 GHz Wi-Fi (802.11b) Business Services (limited availability)

_____ 512kb/s Down/128kb/s Up speeds – 2.4 GHz Wi-Fi \$79.95 / month.
_____ 1024kb/s Down /128kb/s Up speeds – 2.4 GHz Wi-Fi \$109.95 / month

The CWI 2.4GHz Wi-Fi service is provided as a “best efforts” service and is subject to limitations of weather, path interference (trees, hills, and other obstacles) and carries no speed or service guarantees either expressed or implied.

5.8 GHz Point to Multipoint (PTMP) Residential:

_____ 512kb/s Down / 128kb/s Up speeds - 5.8 GHz PTMP \$79.95 / month
_____ 1024kb/s Down / 128kb/s Up speeds - 5.8 GHz PTMP \$109.95 / month
_____ 1024kb/s Down / 256kb/s Up speeds - 5.8 GHz PTMP \$139.95 / month
_____ 1024kb/s Down / 384kb/s Up speeds - 5.8 GHz PTMP \$169.95 / month
_____ 1024kb/s Down / 512kb/s Up speeds - 5.8 GHz PTMP \$239.95 / month
_____ 1024kb/s Down / 768kb/s Up speeds - 5.8 GHz PTMP \$289.95 / month

The CWI 5.8 GHz service is provided as a dedicated service and is subject to limitations of weather, path interference (trees, hills, and other obstacles). The 5.8 GHz service has a committed information rate (CIR) of 25% of the subscribed speed plan for all customers that have a minimum 10db fade margin on their radio link. For Customers who do not have the 10db fade margin available but have sufficient signal to use the service the service will be delivered on a best effort basis.

_____ Additional Static IP address (\$5.00 per IP per month)

- 2.) CWI will provide you with 1 Static IP Address for your use. This will require an inexpensive router at your location if you wish to allow for simultaneous connection of multiple computers. Because of the limited bandwidth available in the Tehachapi area, you may only operate the following types of servers from your office. Low Volume Web, FTP, and Mail Servers. Low volume is defined as not to exceed 1Gb of total transfers for any Calendar Month. The following servers are not permitted at any time under this contract. Point to Point File Sharing, Streaming Media, Game Servers, or any server that will exceed 1Gb of total transfers in a month. ETRN mail service, FTP and Web services can be provided subject to a separate contract if needed.
- 3.) CWI will provide you with up to 10 e-mail boxes in one of the CWI domains in the form of john.doe@tywireless.com or john.doe@creative-wireless.com etc. All e-mail boxes come complete with POP3, and Webmail access available at no additional cost and come with a 10MB maximum mailbox size.

- 4.) Payment shall be made to CWI by American Express/Visa/MasterCard/Discover online and is due each month on the same date that you initially subscribed to the CWI Wireless Service. Your payment is setup as an automatic billing service and will be billed by the bank on the same day each month. If you wish to change the credit card used for this account for any reason you must notify Creative Wireless, Inc. in writing five business days prior to next billing date. Any credit card that is declined for any reason will incur a \$15.00 manual processing charge which must be paid in full prior to reestablishment of service. Paper Billing is available for an additional \$15.00 manual handling fee per month.
- 5.) Termination: Should you wish to terminate your account with CWI you must download the service termination form from <http://www.creative-wireless.net/termination.doc> and either fax, or e-mail the signed form to the addresses listed on the form. All terminations require 30 days written notice. A prorated charge will be applied to your credit card for the number of days not covered by the current billing, if any, up to the service end date, and will be collected on the date the termination letter is received.
- 6.) Technical support is provided as follows: 9AM – 6PM Monday through Friday with emergency after hours support available 7 X 24 for network outages only.
- 7.) All users are subject to the Acceptable Use Policy located at <http://www.creative-wireless.net/aup.html>. This policy may be changed or modified at any time and becomes valid on the 1st day of the second month following the posting of the updated policy. It is the customers' responsibility to check the policy on a regular basis to ensure compliance. Usage of the network after the valid date constitutes your acceptance of the revised policies.
- 8.) Rural area exemption: The facilities that service Tehachapi have been deemed to be in a rural service area. Some of our facilities are located on Private land, serviced by alternative energy only, and are in rugged areas that may or may not be accessible in times of inclement weather. The Incumbent Local Exchange Carrier, (ILEC) has chosen to deem the Tehachapi area as a Rural Telephone Area, so therefore, many of the normal repair guidelines for repair of services do not apply to facilities located in Rural Areas. As we are beholden to the ILEC to deliver the data circuits that feed our network we are also beholden to their standards and guidelines for repairs. As such, in a Rural Area, repair services may be limited to Monday thru Friday business hours and may cause us to incur extended service interruptions as a result. Due to these state sanctioned exclusions, we are also not eligible for refunds and service credits during the times of these outages and as such cannot provide you with credits either. At CWI, we are dedicated to make our network as reliable and as redundant as possible, however, because we are limited in access and recovery remedies, for these types of outages service credits will not be available. CWI will provide each subscriber a local telephone number dialup account to be used in the event of an extended outage at the time of your subscription, at no additional charge, as long as the usage total usage does not exceed 5 hours per month or the duration of the outage + 5 hours in any month. Excessive usage will be billed at the normal dialup rate of \$9.95/month for unlimited attended usage. Dialup accounts for roaming and extended usage can be purchased for a discounted rate along with your Wireless account.
- 9.) Should any individual section of this contract be deemed to be invalid or unenforceable, the parties agree that all remaining sections of this contract will remain in full force. This agreement and the legal relationship between the Parties shall be governed by the laws of the State of California. The Parties hereby agree that should any legal actions arise with respect to this contract or any of its parts, Torrance, California, shall be the established venue for any filings. This agreement and its signed attachments are the sole Agreement between the Parties respecting the subject matter hereof. Subscriber has read this Agreement and fully understands the terms thereof. This agreement supersedes all prior agreements and understandings, whether oral or written. This Agreement is terminated by non-payment. The CWI Service Contract, and the CWI Terms and Conditions of Connection documents represent the entire agreement between Creative Wireless, Inc and its online subscribers. No changes may be made to this contract by oral agreement. Any and all changes must be in writing and acknowledged by both Parties.

I understand and agree to the Terms of Service listed in the above document and the Acceptable Use Policies that are posted at <http://www.creative-wireless.net/aup.html>. I also understand that there will be no other notification of changes to the Acceptable Use Policy and it is my responsibility to check the referenced webpage on a monthly basis for any changes that may affect my usage of the service.

Subscriber Name: _____

Creative Wireless, Inc.

Address: _____

2531 W. 237th Street, Suite 102

Torrance, CA 90505 USA

City: _____ State: _____ Zip: _____

Tel:(310) 856-0555 fax:(310) 856-0557

Telephone Number: _____

Emergency Contact Number: _____

Signature: _____

Creative Wireless, Inc: _____

Requested Date In Service: _____

Date placed in Service: _____