



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

Residential Customer Contract

Creative Wireless, Inc., herein after referred to as CWI, is pleased to offer the following service contract to online subscribers.

- 1.) The terms of this contract shall be for 1 year service with all payments being due on the same calendar day that you initially subscribe 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) Residential

_____ 512kb/s Down/128kb/s Up speeds – 2.4 GHz Wi-Fi \$39.95 / month / 1 Year.
_____ 1024kb/s Down /128kb/s Up speeds – 2.4 GHz Wi-Fi \$59.95 / month / 1 Year.

2.4 GHz Wi-Fi (Motorola) Residential

_____ 512kb/s Down/128kb/s Up speeds – 2.4 GHz Wi-Fi \$49.95 / month / 1Year.
_____ 1024kb/s Down /128kb/s Up speeds – 2.4 GHz Wi-Fi \$79.95 / month / 1 Year.

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, 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 \$49.95 / month / 1 Year.
_____ 1024kb/s Down / 128kb/s Up speeds - 5.8 GHz PTMP \$79.95 / month / 1 Year.

The CWI 5.8 GHz service is provided as a dedicated service and is subject to limitations of weather, path interference (trees, hills, other obstacles). The 5.8 Ghz residential service has a committed information rate (CIR) of 50% 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.

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

_____ Month to Month, by checking here I understand that I will be charged an additional \$10.00 per month. This Contact will then be on a Month to Month term with cancellation still requiring 30 days written notice.

- 2.) CWI will provide you with 1 Dynamic 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, No servers of any kind may be run from a residential account: ie: Game Servers, File Servers, Point to Point File Sharing servers, Web Servers, or Active Mail Servers. ETRN based polling mail servers will be allowed and will be configured on request as long as they do not exceed 500Mb of traffic in any calendar month. Personal 50Mb of webserver and FTP space is available at no charge for personal websites on one of the external CWI webserver upon request. VPN or remote access Services require use of non-standard port and purchase of a Static IP address.
- 3.) CWI will provide you with up to 10 e-mail boxes in one of the CWI domains in the form of john.doe@tvwireless.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.
- 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. Early termination from the one year agreement and this contact will revert to Month to Month the customer will be responsible for all revisions in pricing back to the day of signup. After the initial one year term this contact will convert to month to month service and the customer will maintain the one year pricing.
- 6.) Technical support is provided as follows: 9AM – 6PM PST 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 is 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 in writing. This agreement is valid and activated by purchasing these services online.

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: _____