



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:

_____ High Speed Wireless Installation Cost (one time charge) \$325.00 (Dish \$85 if applicable)

Includes installation of Creative Wireless provided wireless equipment and includes one wall penetration at baseboard level, 75' of Outdoor Ethernet cable and testing at the installation site and installation of one computer attached to our wireless equipment. Additional costs may apply for non-standard installations including: Under carpet fishing, wall fishing, crawlspace installation, attic installation, second story installation and are up to the installing technician's discretion and pricing. Installations must be performed during daylight hours and an adult must be present during the entire installation. Installation is estimated to take between 2 and 4 hours. All equipment remains the property of Creative Wireless, Inc.

Router and multiple computer installations may be performed at time of installation, if time is available and will not be started until after the standard installation has been completed and accepted. Additional computer installations and router installations will be billed at the rate of \$75.00/hour with a ½ hour minimum charge while onsite. If a device is provided to CWI, we will install the device by first resetting the device to factory defaults and then configuring the device we will not perform any backup of the previous installation on the device. CWI is unable to provide ongoing technical support for any of these devices beyond the installation time. Customer is responsible for recording all passwords provided at time of installation as we will not retain a copy of these.

Wireless Point to Multipoint (PTMP) Residential:

- _____ 1.5Mbps Down / 1.5Mbps Up speeds – Wireless \$59.95 / month / 1 Year / Unlimited download.
- _____ 3Mbps Down / 3Mbps Up speeds – Wireless \$89.95 / month / 1 Year / Unlimited download.
- _____ 6Mbps Down / 6Mbps Up speeds - Wireless \$79.95 / month / 1 Year / 90GB limited download.
- _____ 6Mbps Down / 6Mbps Up speeds - Wireless \$119.95 / month / 1 Year / 180GB limited download.

The CWI Wireless service is provided as a dedicated service and is subject to limitations of weather, path interference (trees, hills, other obstacles). The Wireless residential service has a committed information rate (CIR) of 10% 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)

_____ Additional 128k/ 256k Upload (Circle One) (\$10 per additional 128k)

_____ Additional 192k Down / 192k Up for VOIP hardware device (\$15.00 per month)

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

_____ Total installation charges

_____ Total Monthly/Quarterly (Circle One) recurring Charges (Check Pay is quarterly only)

- 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. VPN or remote access Services require use of non-standard port and purchase of a Static IP address.
- 3.) All wireless equipment remains the property of Creative Wireless, Inc. Equipment is provided for the sole purpose of receiving the CWI signal and is not setup to accommodate any other applications. The equipment is provided as part of the monthly service for the duration of your subscription to CWI. CWI may replace any damaged equipment or installation items at CWI's sole discretion for current paid subscribers. CWI is not responsible for any equipment or installation items that have been damaged directly or intentionally, all damage caused by animals, and/or any equipment or installation items damaged by electrical fluctuation and/or EM interference. Upon termination of you services with CWI, customer agrees that it is their sole responsibility to return at customers' expense the equipment provided to you by CWI. That includes the Radio, Power Supply, Power injector, and any other hardware components excluding the cabling which because of staples and fastening need not be returned. Upon providing notice of termination to Creative Wireless, Inc. you will be provided with instructions on where to return your equipment to. Your account will continue to bill until all equipment has been returned to the address provided. A technician de-installation and pickup service is available for \$100.00. Equipment missing, damaged, or not returned will be billed on the following basis: Power adaptor \$25.00, Ethernet injector \$45.00, Radio \$295.00, and other missing items will be billed based on the MSRP of the comparable replacement component at the time or return.
- 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 or disputed for any reason will incur a \$25.00 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 and the customer will be responsible for all revisions in pricing back to the day of signup including any revisions in installation charges. 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. On-site Service calls from our technicians will be dispatched at CWI's sole discretion. If a technician is dispatched to a subscribers location we use a fault system to determine billing for this visit, if an issue is found with any of CWI's networks or equipment where CWI is at fault the customer will not be charged for the visit, if it is determined that the subscriber or any subscriber equipment was at fault for the service call the customer will be charged a \$100 per hour with a 1 hour minimum non-refundable fee.

All users are subject to the Acceptable Use Policy located at <http://www.creative-wireless.net/aup.pdf>. 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.

- 7.) Download Usage: CWI's Unlimited Download plans are unlimited download plans and do not have any restrictions on download usage as long as the download usage is in attended use and in compliance with CWI's Acceptable Use Policy. CWI's Limited Download plan is a limited download usage plan and allows for 30 days or 90/180 Gigabytes of usage whichever comes first. Upon reaching the monthly download limit and/or 30 day time limit the customer's account will then be considered expired and will no longer have access to the internet. The customer may renew their account after it has expired at any time by paying the normal monthly fees. At no time will a customer be able to transfer unused time or download usage and there are no refunds for unused time or download data.

Usage statistics for downloaded data will be collected by CWI and these usage statistics will be the sole determination for when a customer's download limit has been reached.

- 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.

- 9.) Service interruption for non-payment: CWI has a strict policy regarding payments which is electronically enforced. Your payment is due on the same date each month that you initially subscribed on. All billing is performed by our banks automated recurring billing system. CWI has a 0 day grace period to deal with expired credit cards and late payments. On the day after your payment was due, your service will be interrupted. After 5 days your account has been purged from the banks processing system and must be re-setup with the bank. Restoration of your account will require payment in full of your past due balance as well as a \$25.00 account restoration fee. No services will be re-enabled until your account is paid in full. 10 days after your account is past-due CWI will request return of all equipment that is property of Creative Wireless, Inc. You can de-install the equipment and return it to us yourself or we can de-install it for you for a \$100.00 fee. Failure to return the CWI equipment in working order minus any wear and tear will incur additional charges. Creative Wireless reserves the right to recover its equipment at any time by providing 72 hours notice by phone, e-mail, or mail. Should court actions be required to recover CWI's equipment a minimum \$500.00 charge plus costs for processing a civil claim will be applied
- 10.) 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.pdf>. 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.

_____ I understand that this is best effort offering as my signal criteria do not meet the minimum technical standards for committed rate service. (Initial only if applicable)

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: _____
Mobile Phone Number: _____
Signature: _____ Creative Wireless, Inc: _____