



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

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### 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

2.4 GHz Wi-Fi (Motorola) Residential

\_\_\_\_\_ 512kb/s Down/128kb/s Up speeds – 2.4 GHz Wi-Fi \$49.95 / month.

\_\_\_\_\_ 1024kb/s Down /128kb/s Up speeds – 2.4 GHz Wi-Fi \$79.95 / 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, 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 / 900Mhz PTP/ Karlnet / \$49.95 month

\_\_\_\_\_ 1024kb/s Down / 128kb/s Up speeds - 5.8 GHz PTMP / 900Mhz PTP/ Karlnet / \$79.95 month

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

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

\_\_\_\_\_ Additional 128k/ 256k/ 384k 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.) CWI will provide you with up to 10 e-mail boxes in one of the CWI domains in the form of [johndoe@tywireless.com](mailto: johndoe@tywireless.com) or [johndoe@creative-wireless.com](mailto: johndoe@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.
- 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. 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 \$75per hour with a 1 hour minimum non-refundable fee.
- 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 1<sup>st</sup> 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.
- 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 \$75.00 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.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.

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\_\_\_\_\_ 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. 237<sup>th</sup> Street, Suite 102

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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: \_\_\_\_\_