

MayfieldEWS Wireless Internet Services Agreement

This Internet Services Access Agreement ("Agreement") is entered into by and between the subscriber ("you") and MayfieldEWS Wireless/Mayfield Electric & Water Systems Wireless ("MEWS").

1 Scope. MEWS will provide you with an End User Modem and if needed an External Antenna ("Modem/Antenna") that is leased to you under the terms hereof. This Modem/Antenna is to be used only for the purpose of connecting to MEWS' high-speed wireless Broadband Internet service (the "Service"). You are responsible for all usage of the Service using Your Account and any other services (including third party services) that are accessed through the Service through Your Account. The Service is comprised solely of offering you access to the Internet through the Modem/Antenna.

2 Payment, Lease, Disclaimers. You shall pay MEWS for the Service in accordance with the payment terms in Section 3. The Modem/Antenna is provided under lease only; the Modem/Antenna shall at all times remain the property of MEWS. You will maintain the Modem/Antenna in good condition. MEWS owns the Modem/Antenna and has the right to repossess the Modem/Antenna from you if you fail to pay for the Service. Upon any termination, the Modem/Antenna shall be returned to MEWS in good condition within 10 days of termination or you agree to pay to MEWS the current retail cost of the Modem/Antenna. The Service itself is provided as is and where is, and without warranty of any kind, and there are no warranties, express or implied, for the Service. In the event an external antenna is required, additional fees may be charged. Bills shall be rendered monthly and shall be due for payment by the due date specified on the bill. Payments made after the due date will be subject to a late payment charge which will be computed as a charge of 5% on the unpaid portion of the bill. Should the due date of the bill fall on a weekend or holiday, the next business day following the due date will be held as a day of grace for payment. Payments received by mail with postmark on or before the due date will be considered paid by the due date and will not be subject to the late charge. Disconnect notices are mailed after the due date has passed and the late charge has been applied to notify you that service may be disconnected if the total amount due is not paid by the disconnect date specified on the notice. A fee of not less than \$2.00 may be added to the bill if a notice is printed. Whenever service has been disconnected for nonpayment, or a trip made for the purpose of disconnecting service, a fee of not less than \$25.00 may be charged before service is restored. MEWS may terminate your Service and repossess the Modem/Antenna without notice. If you default on your account, you agree to pay all cost of collection including attorney fees, collection fees, and contingent fees to collection agency of not less than 35%, such contingency fee to be added and collected by the collection agency immediately upon your default and MEWS' referral of your account to said collection agency.

3 Your Service Plan. All monthly fees are due in advance either on the twenty-fifth (25th) day of each calendar month; or if you also have utility service with MEWS, then monthly fees are due on the date your normal utility bill is due to MEWS (partial months shall be pro-rated). You may terminate the agreement at any time without payment of a termination fee. Up to five (5) mailboxes are included in the Residential plans and the Small Business Single plan. Up to ten (10) mailboxes are included in the Small Business Basic plan and up to twenty (20) are included in the Small Business Premium Plan. You acknowledge that there may be special promotional prices offered that are not the regular package prices.

4 Term & Termination. This Agreement remains in effect until terminated by either party. Either party may terminate this Agreement by giving written notice. Termination by you is subject to your payment of the remaining balance and to the return of the Modem/Antenna; but if you terminate the Agreement by the seventh (7th) day following the initiation of your Service for any reason, you may do so without any liability for Service fees or payments and your only responsibility is to return the Modem/Antenna. If your Service is terminated for any reason, MEWS has the right to delete all data, files and other information stored in or for your account, without liability to you for any such deletion or any information lost.

5 Your Information; Acceptable Use. You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software as necessary to access the Service. MEWS is not responsible for back-up and restoration of your information. MEWS may decline to provide Service to you, or may immediately terminate your Service, if MEWS determines, in its reasonable judgment and discretion, that your use of the Service or Your Account violates any of the following actions: unlawful activity; accessing the accounts of others; penetrating security measures of any other person; bombarding computer accounts of others with uninvited communications, data or information; transmitting unsolicited voluminous emails; introducing viruses, worms, harmful code or other disruptive code or files; generating excessive amounts of Internet traffic beyond that customary for Your Account; using your MEWS account for the purpose of operating a server of any type, including a mail or web server, unless such usage is specifically permitted by MEWS in writing giving you permission to operate a commercial account; interfering with another person's usage or enjoyment of the Internet or the Service; or posting or transmitting information or communications that are defamatory, fraudulent, obscene or deceptive, including scams such as "make-money-fast" schemes or "pyramid/chain" letters or "multi-level marketing" schemes.

For the purposes of back-up and maintenance, MEWS may copy, display, store, transmit, translate, reformat and distribute your information to multiple MEWS servers. MEWS does not guarantee that these procedures will prevent the loss of, alteration of, or the improper access to, your information. You agree that your name, UserID and other identifying information may be placed in MEWS' user directory.

6 Limitations on Use; No Warranties; Limits on Liability & Remedies. The reliability and performance of Internet resources are beyond MEWS' control and are not warranted by MEWS. MEWS is not responsible for any delays and disruptions of network transmissions. The Internet is not a secure network and third parties may intercept, access, use or corrupt the information you transmit over the Internet. MEWS does not warrant that files or information downloaded through the Service will be free of viruses or other disruptive code or that the Service will provide Internet access that meets your needs and it makes no warranty regarding any transactions executed through the Service.

7 Provision of Service. The Service is provided on an "As Is" and "As Available" basis. MEWS does not warrant that the Service will perform at any particular speed or provide any specific bandwidth or throughput, or that transactions through the Service will be uninterrupted, error-free or secure. **MEWS disclaims any and all warranties for the Service and any equipment provided in connection therewith (including any Modem/Antenna), whether express or implied, including any warranty of merchantability or fitness for a particular purpose, all of which are expressly excluded.** In no event shall MEWS be liable for any indirect, special, consequential or incidental damages, including damages for lost profits or revenues, or any damages for lost or damaged files or data, or any damages attributable to the use or inability to use the Service or any information obtained thereby, even if MEWS has been informed of the possibility or likelihood of such damages. MEWS' maximum liability in the aggregate to you for any and all claims, regardless of form or cause of action, shall be limited in any and all events to Three Hundred (\$300.00) Dollars. The limitations, exclusions, maximum liability provisions and disclaimers in this Section (collectively, the "Limitations") apply to all claims by you irrespective of the cause of action underlying your claim, including warranty, breach of contract, product liability or product dissatisfaction or any form of tort, including allegations of MEWS' negligence or misrepresentation. All such Limitations shall also apply in favor of Tri-State Broadband, Inc., the company with which MEWS has contracted for the provision of the Service, and its officers, directors, agents, affiliates and subcontractors, all of whom shall be deemed as express third party beneficiaries of such Limitations. You shall never assert claims against MEWS or these beneficiaries if those claims are barred by the Limitations or the provisions of this Agreement and agree that any such claims shall be subject to immediate dismissal.

8 General. MEWS will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including causes such as acts of a governmental body, acts of God, acts of third parties, fires, floods, or other inclement weather, strikes or other labor-related disputes, network or communication failures or failure of any communication link or facility, failures of software or hardware (including third party equipment or software or any software delivered or licensed to you), or an inability to obtain necessary or appropriate equipment, software or services. This Agreement, including all Schedules hereto, which are fully incorporated into this Agreement, constitutes the final and entire agreement between you and MEWS with respect to the subject matter hereto; and this Agreement represents a complete and exclusive statement of the terms of such agreement and supersedes any and all prior or contemporaneous agreements, understandings, negotiations or communications, whether written or

oral. You may not assign, or otherwise transfer, this Agreement in whole or in part, and may not assign any rights or delegate any obligations under it. Any attempt to do so shall be void.

You confirm that you have reviewed the terms and conditions hereof and have determined that the provisions hereof are suitable for your needs, and that you have had an ample opportunity to consider whether to accept this Agreement. You confirm that the contractual allocations of risk and reward as set forth herein shall not be disturbed or overturned by any tribunal based on any extra-contractual considerations. You agree that you shall never assert any argument contrary to these provisions in any forum.

My signature on the MayfieldEWS Wireless Service Application states that I hereby declare that I have reviewed and agree to the terms and conditions of this Internet Service Agreement.

MayfieldEWS Wireless Disclaimer

As a MayfieldEWS Wireless customer, I understand that my wireless connection will be provided on a "best effort" basis and that the connectivity speed will depend on a number of factors, including:

1. The distance between my computer location and the transmission tower. (The radio signal is strongest the closer you are to the transmission towers);
2. The location of my computer within my home or business. (It's best to be in a room with a window nearest the transmission tower);
3. The type of building that houses my computer. (Metal buildings and mobile homes reflect the radio signals and therefore may require an outdoor antenna);
4. The terrain between my computer location and the transmission tower. (The radio signal will not penetrate the earth; therefore, if you are in a low spot, signal reception may be impossible);
5. The amount of foliage near my computer location. (The further away from the transmission tower, the more that heavy tree coverage and other foliage become an issue);

Note that weather conditions will not affect the radio signals; however, if using an outdoor antenna, the antenna must be securely mounted so that high winds and heavy rains will not reposition the antenna or get the cable connections wet, and that the outdoor antenna is properly grounded.

Further, I understand that my computer system must meet the following minimum requirements:

MINIMUM SYSTEM REQUIREMENTS

- a. Operating System - Your system must be running Microsoft Windows® 98 Second Edition or later, or Macintosh® OS 8.5 or later. This includes Windows XP, Windows Me, and Windows 2000. Note that Windows 95 is NOT supported.
- b. Memory - Your system MUST HAVE a minimum of 64MB of RAM for Windows 98 and Me, and 128MB of RAM for Windows 2000 and XP. To find out how much Memory your system has, right click on "My Computer," then choose "Properties." If you do not have the required minimum, then you must add additional RAM. (The more, the better.)
- c. Network Interface Card- The wireless modem connects to your computer through your computer's Network Interface Card (NIC), commonly referred to as an "Ethernet Card."

My signature on the MayfieldEWS Wireless Internet Service Application states that I acknowledge and confirm that my computer system meets or exceeds the above minimum requirements, or that I will take the steps to ensure the minimum requirements will be met PRIOR to the attempted installation of the wireless modem and related antenna equipment.