

Wireless Broadband Customer Agreement

1. General

This agreement governs the provision of wireless Internet access equipment and services to the Customer by Access Montana. In order to provide the service, Access Montana installs radio equipment and an antenna at the Customer site for connection with the Customer's computer. Access Montana will provide services to individual Customers in exchange for payment of fees and compliance with the terms and conditions of this Agreement. Access Montana services are defined as the use by Customer of computing, telecommunications, software, and information services provided by Access Montana.

The radio transceivers and any modems, antenna and standard mounting equipment, will be provided by and remain the property of Access Montana. Customer may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Customer shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by Access Montana in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Customer will provide permission to Access Montana to retrieve from Customer's premises equipment that is owned by Access Montana.

This signed Agreement represents the complete agreement and understanding between Access Montana and Customer and supersedes any other written or oral agreement.

2. Acceptable Use

Access Montana agrees to provide high speed wireless Internet to the Customer subject to the following terms and conditions:

- a. This service is for businesses, single family residence or home-office use only. Internet sharing is allowed only within the boundaries of the residence, unless prior approval is obtained from Access Montana. Allowing others to use this connection via wired, wireless (WiFi or other technology) or by other means will result in immediate disconnection. Reselling this service will result in immediate disconnection.
- b. Abuse of Services is any use of the system that disrupts the normal use of the system for other customers. The propagation of computer worms or viruses or the use of the network to make unauthorized access to the information or resources of others is a violation of this agreement. Any Customer deemed by Access Montana to be in violation of this section may have their account subject to immediate suspension or termination and will be held responsible for any damages resulting in such violation.
- c. Access Montana has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Access Montana believes that it is reasonable to do so to: satisfy laws, regulations, or

governmental or legal requests; operate the Services properly; or protect itself and its interests.

- d. Access Montana cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service. Customers understand that service will be interrupted from time to time for various reasons including maintenance, upgrades and power outages. There will be no warning for some of the outages.
- e. The customer assumes the entire risk of any harm that might occur through the use of any downloaded information or data from the service.

3. Account and agreement term

The term of this agreement is for one year, thereafter month to month, unless terminated by either party.

If an account is suspended for reasons other than non-payment Customer will be notified of the reason(s) by certified mail. Customer then has ten business days to respond in writing. If Customer does not respond within ten business days, Customer's account will be terminated. Customer will receive a refund for any prepaid but unused time.

4. Payment Policies and Terms

Customer shall be billed monthly for service one month in advance. Payment by Customer shall be due to Access Montana within ten (10) days from the date of the invoice. Accounts remaining unpaid for thirty (30) or more days shall be considered delinquent. For any Customer's account that has been placed on suspended service there shall be a fifteen dollar (\$15.00) reconnection charge to reactivate Customer's services after payment has been made in full. A thirty dollar (\$30.00) fee will be added to the Customer's account in the event of any bank returned check.

5. Additional Fees

In the event that special construction, or additional equipment including but not limited to, long cable, additional grounding, higher tower or mast hardware, or specialized antennas are required, an additional fee will be charged for said equipment and any additional labor not included in the standard install fee. Labor rates for additional labor are included in the Current Rate Schedule.

6. Termination

Customer may terminate this Agreement by submitting a request for termination (email, fax, U.S. Mail or telephone) to Access Montana. Customers who discontinue the service prior to the end of contract will be charged an early termination fee as listed in the current rate schedule, and will return antennas and associated equipment belonging to Access Montana. If Customer fails to return Access Montana owned antennas in undamaged, working condition, an equipment charge will be assessed at current market value.

7. Standard Maintenance

Access Montana's connection point ends at the radio transceiver or modem. Any trouble beyond Access Montana's network or equipment is the Customer's responsibility. If the Customer's connection ceases to function but the Access Montana Wireless network is still working properly, a technician may be sent to troubleshoot during normal business hours (8AM-5PM, Monday-Friday). If the problem is due to any of the following conditions, standard hourly rates for maintenance, repair or replacement of parts will apply:

Catastrophe, accident, lightning, neglect, misuse, relocation of equipment, theft, fault or negligence of Customer, faulty electrical power, malfunction of Customer's computer or from any cause related to or other than the intended and ordinary use. The initial antenna placement is included with the normal installation. Labor fees will apply for subsequent antenna re-aiming or relocation.

8. Jurisdiction

The laws of the State of Montana shall govern the terms of this Agreement.

9. Permitting and Landlord Approval

It is the Customer's responsibility to obtain any required permits, homeowner association approval, mortgage grantors' permission, or to grant or gain landlord approval for the placement of the antenna on the Customers' building. This must be done prior to installation.

10. Installation Checklist

The Customer agrees that they have read and understood the installation checklist and assumes the responsibility for providing a computer capable of accessing the Internet.

11. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

Accepted by:

Customer Signature: _____

Date: _____

Access Montana Signature _____

Date: _____

CURRENT RATE SCHEDULE

Service type	Bandwidth Delivery	Price /Mo.*
Residential	1.5mb down, 512kb up	\$29.95/Mo.
Business	1.5mb down, 512kb up	\$34.95/Mo.

*Monthly fee is for provision of service, not purchase of the Customer Premises radios and associated hardware.

Standard Installation fee: \$50 (Refer to Installation Checklist for details)
Early termination fee: \$150
Labor fee: \$25/hr.

Bandwidth delivery is best effort, as it can be limited by the overall level of Internet activity per site at any given time, which is outside the control of Access Montana, and in fact outside the control of any Internet Service Provider.

AccessMontana

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