

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING YOUR

**Rist Canyon Internet LLC
WIRELESS CONNECTION OR EQUIPMENT**

WIRELESS DEDICATED INTERNET SERVICE AGREEMENT

AGREEMENT

This is an agreement between Rist Canyon Internet LLC (“RCI”), and the undersigned person or entity (“you”) to provide you with a wireless connection from your home or place of business to the Internet. By signing this agreement and using the equipment and services provided hereunder, you agree to be bound by this agreement, RCI’s Acceptable Use Policy and RCI’s Privacy Policy, as they may be amended from time to time (collectively, this “Agreement”). The most recent versions of all RCI policies may be found at www.ristcanyon.com. Capitalized terms used in this Agreement have the meanings set forth herein.

1. TERM

This Agreement is effective upon its execution by both parties. For purposes of the payment of Quarterly Fees and delivery of the Connection hereunder, the initial service term of this Agreement is twelve (12) months (the “Initial Term”), commencing on the date your Equipment, as defined below, is installed (the “Activation Date”). After the Initial Term, this Agreement will automatically renew for consecutive one quarter terms commencing on the 21st day of each quarter until terminated as set forth below.

2. DESCRIPTION OF SERVICES

RCI will install and provide you during the Term hereof with one wireless internet connection from RCI’s closest Point of Presence (POP) (generally herein, the “Services”). Depending on your Service plan and other factors discussed below, your wireless internet connection (your “Connection”) will be burstable under standard conditions up to the following speeds, and will be limited to the following monthly transfer limits for your combined upstream and downstream data:

	<u>Peak Speed:</u>	<u>Monthly Transfer</u>	<u>Cost/Qtr</u>
Home Office	1280 kbps	25GB	\$180.00

Your Service plan, along with your quarterly service charge (the “Quarterly Charge”) is noted on the signature page below. You may upgrade to a higher level of plan at any time, but RCI may require you to pay an installation fee to perform a downgrade in service. If you exceed the Monthly Transfer Limit for your plan without otherwise violating the terms of this Agreement, RCI may charge you an excess usage fee for usage exceeding your monthly limit.

3. PAYMENT

You agree to pay RCI the Quarterly Charge for your Service plan, plus any taxes that may be applicable from time to time, **on or before the 21st day of each quarter** for the next quarter’s Services. Quarterly billing is due on March 21, June 21, September 21 and December 21. Except for the Installation Fee, you agree to pay all amounts due under this Agreement for the Services, including the Quarterly Charge, late fees, re-connection fees and termination fees, using a valid credit card or an automatic withdrawal from your checking account. Withdrawals from your checking account or charges to your credit card will occur automatically on or after the 15th of the month. RCI is not responsible for any charges or expenses (e.g., for overdrawn

accounts, exceeding credit card limits, etc.) resulting from charges billed by RCI. If you receive an invoice from RCI, and have arranged payment by check or cash, payment of all charges set forth therein must be received by the 21st of any given quarter, or your account may be suspended. If you fail to pay all valid charges for the Services when due, RCI may charge you interest of 1% per month on the outstanding amounts due. In addition, if you fail to pay valid charges within 30 days after the date on which they are due, RCI may terminate your account. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old.

4. INSTALLATION AND EQUIPMENT

A standard installation for the Connection to a single computer or router on your site requires a network adapter card. The other hardware provided to you (the “Equipment”) is owned by RCI and is leased to you as part of your Connection plan. Standard installation requires certain changes to your computer operating system configuration settings and may require the installation of additional software on your computer. You authorize RCI or its agents to install the Equipment at your home or place of business (the “Installation Site”) and to make the necessary software installations or configurations. RCI will assist with non-standard installations, including installations requiring placement of antenna masts larger than 10’ high and installations for networked computers or devices, at RCI’s current standard hourly rate plus hardware costs.

You agree to pay RCI a non-refundable installation fee of \$300, due prior to installation, unless this fee is waived by RCI on the signature page hereto.

RCI will use commercially feasible efforts to provide the Services. Because of the complex nature of radio transmission, internet service availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. In its sole discretion, RCI may cancel the installation process and/or service, and refund any money that you have paid.

You agree not to move the Equipment from the Installation Site during the Term and to promptly return the Equipment to RCI upon termination of service. You agree to safeguard the Equipment from damage while it is located on your premises, and to pay for the cost of repairing or replacing the Equipment if it is damaged or lost during the Term, unless such damage or loss arises from lightning, accidental fire, flood, earthquake or other naturally occurring event beyond human control. You further agree to notify RCI at least one week prior to moving from, leasing or otherwise relinquishing possession or control of the Installation Site. You agree to provide unrestricted access to the installation site for the purposes of installation, maintenance and removal of equipment.

The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all of your existing computer files and data. RCI and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. You assume

responsibility for impacts to or loss of any warranty associated with the opening of your computer for installation purposes.

5. REPRESENTATION & WARRANTY

You represent and warrant that you own the premises to which services will be provided, or you have obtained the valid consent of the owner for any necessary changes to the premises or its wiring or other fixtures that arise out of the installation, maintenance, repair and removal of equipment. In addition, you represent and warrant that you have reviewed any restrictive covenants and/or homeowners, apartment or condominium restrictions and covenants (together "restrictions") to confirm that you may place an antenna and wiring on the premises. You agree to indemnify, defend and hold harmless RCI for any claims, suits, damages or losses to RCI caused by your breach of this section. Prior to installation, RCI may require evidence that installation is made with appropriate permission and in accordance with any restrictions.

6. PROTECTION OF NETWORK

If RCI notifies you that hardware or software provided by you impairs or is likely to impair your Connection or the Connection of others, you agree to immediately eliminate the impairment at your cost. RCI may suspend your Connection until the impairment is corrected.

When you use the Services, you must protect the RCI network by maintaining a firewall solution that prohibits unauthorized access to your computer and/or network. Your failure to properly firewall your Connection at any time may result in immediate suspension or termination of your Connection without notice. Any re-distribution beyond the customer's property of these services is strictly prohibited without the express written consent of RCI.

Access to other networks connected to RCI's network must comply with all of the rules applicable to such other networks.

All password and authentication information related to the Connection, whether at the Installation Site or any other location is the exclusive property of RCI, and RCI grants you no license to use or access such property by virtue of this Agreement. You agree not to attempt to ascertain such information or passwords and to promptly notify RCI if you acquire such information or are aware of any disclosure of such information to any party.

RCI's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or is judged by RCI to be inappropriate or improper such as bulk e-mail messages ("spam"). You agree to abide by RCI's Acceptable Use Policy, available online at www.ristcanyon.com/aup.html.

7. TERMINATION AND SUSPENSION

If your Connection is suspended (turned off with the possibility of reactivation) by RCI under the terms of this Agreement, you will continue to incur Monthly Fee and other fees under this Agreement through the end of the term. There is a \$25 fee for reinstating a suspended Connection.

If service is suspended by your request, fees will be suspended at the end of the billing cycle in which the request was made. If the suspension request is made before the end of the Initial Term of this contract, the Term shall be extended by an amount equal to the number of billing months of the suspension. There is a \$25 fee for reinstating a suspended Connection.

RCI may terminate this Agreement, your password, your account, and/or your use of the Services if RCI, in its sole discretion, believes you have violated this Agreement or the RCI Acceptable Use Policy, or if you fail to pay any charges when due hereunder, or if RCI ceases for any commercially reasonable reason to provide wireless internet services in your neighborhood or general vicinity. If RCI terminates this Agreement or your Services because you have failed to pay amounts due hereunder or because you have violated the RCI Acceptable Use Policy, or if you terminate your Services hereunder for any reason during the Initial Term, you shall immediately pay to RCI (1) all other amounts then due and owing to RCI, plus (2) an amount equal to the sum of the remaining Monthly Fees during the Initial Term, plus (3) the amount, if any, of the Installation Fee waived by RCI to install your Equipment at the commencement of this Agreement. You authorize RCI to charge this total amount to the same checking account or credit card that you have authorized RCI to charge in connection with your remission of the Monthly Fees. In the event RCI terminates your account, you will receive notice in advance by email and/or U.S. mail at the addresses you have provided on the signature page below. All applicable sections of this Agreement shall survive termination of this Agreement to the extent necessary to enforce the respective rights and obligations of the parties hereunder.

You may terminate this Agreement as of the first day of any month following the Initial Term by notifying RCI that you wish to terminate at least 15 days prior to such termination date. Absent such notice, this Agreement will renew for consecutive one-month periods following the Initial Term.

8. LIMITATIONS ON WARRANTIES

RCI offers you access to the Internet. you hereby acknowledge that the internet is not owned, operated, managed by, or in any way affiliated by RCI or any of its affiliates, and that it is a separate network of computers independent of RCI. Your use of the internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the internet is dependent on numerous factors, technologies, and systems, many of which are beyond RCI's authority and control.

The services are provided on an "as is" and "as available" basis. RCI does not warrant that the services will be uninterrupted, error-free or free of viruses, or other harmful components. RCI makes no express warranties and disclaims all implied warranties including, but not limited to, warranties of title, non-infringement, merchantability and fitness for a particular purpose regarding any merchandise, information or service provided through RCI or the Internet generally. No advice or information given by RCI or its representatives shall create a warranty. RCI and its employees are not liable for any costs or damages arising directly or indirectly from your use of the services or the internet including any indirect, incidental, exemplary, multiple, special, punitive, or consequential damages. In any event, RCI's cumulative liability to you for any and all claims relating to the use of the services shall not exceed the total amount of service fees paid during the three months immediately preceding a claim.

RCI shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from: other users accessing your computer; security breaches; eavesdropping; denial of service attacks; interception of traffic sent or received using the services; your reliance on or use of the equipment or services, or the mistakes, omission, interruptions, deletion of files, errors, defects, delays in operation, transmissions, or any failure of performance of the equipment or services; the use of the equipment or services by you or a third party that infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights or contractual rights of any third party; the accuracy, completeness,

and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the service or the Internet. The foregoing limitation applies to the acts, omissions, negligence and gross negligence of RCI, its officers, employees, agents, contractors or representatives which, but for this provision, would give rise to the cause of action against RCI in contract, tort, or any other legal doctrine. Your sole and exclusive remedies under this agreement are as expressly set out in this agreement.

9. MONITORING THE CONNECTION

RCI has no obligation to monitor the Connection, but may do so consistent with applicable law and disclose information regarding use of the Services for any reason if RCI, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its customers. RCI may immediately remove your material or information from RCI's servers, in whole or in part, which RCI, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy, this Agreement, or other policies or laws.

10. NOTICE OF DEFECT

If you experience a problem with your Connection, report the problem by calling RCI at (970)-482-2830 as soon as possible of the date on which the problem occurred. After seven (7) days of the problem's occurrence, any complaints regarding a problem are deemed waived. RCI will generally, but does not obligate itself to, provide you with a credit on your account for downtime longer than 12 hours caused by RCI if you timely notify RCI of the problem.

RCI is not responsible or liable for any of the following types of problems or their correction, although RCI may offer to assist in remedying some of the following problems at its standard hourly rates:

- Any obstruction(s) that might be erected or grow between your antenna and RCI's POP causing a degradation or loss of the Connection
- Debris, ice or snow on antennas
- Re-aiming your antenna later than 14 days after installation of your Equipment.
- Connecting a different computer to the Connection after initial installation
- Re-configuration of network settings due to, but not limited to: tampering, re-installation of operating system, accidental removal, moving the hardware to another computer
- Radio interference caused by other nearby devices using the same frequencies as RCI's equipment.

You acknowledge that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between RCI and your antenna could block or degrade your signal. Furthermore, you acknowledge that the use of other consumer devices using the 900MHz or 5.7GHz frequency bands may interfere with RCI's signal and cause brief interruptions of service.

You acknowledge that because tree leaves hold water, they absorb the microwave signal, and that will degrade or disrupt your connectivity. By getting equipment installed during a time of year when there are little or no leaves in the trees, you run the risk of losing connectivity when the leaves come back on the trees. You may require extra hardware and setup at that time. RCI shall not be held liable for any charges, and you will not be entitled to any type of refund.

11. CHANGES TO THIS AGREEMENT

RCI reserves the right to change the technical features of the Connection at any time. Following the Initial Term, RCI reserves the right to change prices of the Connection upon 30 day's prior notice. RCI reserves the right to change the terms and conditions of this Agreement, its Acceptable Use Policy and/or its Privacy Policy at any time following the Initial Term, and at any time during the Initial Term if RCI offers you the opportunity to terminate your account without penalty in lieu of accepting such changes. Your continued use of the Connection, the Equipment and/or your continued payment of the Monthly Fees following notice to you of any changes shall constitute your acceptance of such changes to this Agreement, and/or the Acceptable Use Policy. Current Service prices and features may be obtained by visiting our website at www.ristcanyon.com or by calling (970)-482-2830.

12. MISCELLANEOUS

This Agreement together with the policies referred to herein contains the entire agreement of the parties hereto with respect to the matters covered contained herein and supersedes all other prior or simultaneous agreement related to such matters.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A faxed signature to this Agreement shall be effective as an original.

All notices, requests, demands, consents, and other communications which are required or may be given under this Agreement (collectively, the "Notices") shall be in writing and shall be given either (a) by personal delivery, or (b) by U.S. mail, postage prepaid, or (c) by email. Notice to the Company shall be made at its then principle address, as set forth at www.ristcanyon.com, and notice to you shall be made at your address and email address as set forth on the signature page below or such other address as you may provide to RCI from time to time. All notices shall be effective three (3) days after mailing, or upon transmission if sent via email.

This Agreement is entered into in the State of Colorado, and shall be governed by the internal laws of the State of Colorado without regard to conflict of laws doctrines. Venue for any disputes under this Agreement shall be in Larimer County, Colorado, and the parties consent to personal jurisdiction in the state courts of such county.

RCI may assign this Agreement without your prior consent and all of RCI's rights, title, and interest herein shall inure to the benefit of its assignee, successors and/or assigns. This Agreement shall not be assignable by you except with the written consent of RCI. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other.

Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

IF SIGNING ON BEHALF OF A CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP, THE UNDERSIGNED INDIVIDUAL PERSONALLY REPRESENTS AND WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE SAME.

CLIENT:

Print Name: _____

Physical Address: _____

Billing Address: _____

Email address: _____

Phone number: _____

Credit Card Account number: _____ Exp. Date: _____

Signature: _____ **Date:** _____

AGREEING TO THIS AGREEMENT, TO BE
EFFECTIVE AS OF THE LAST DATE SET FORTH
NEXT TO THE SIGNATURES BELOW:

RCI, INC:

By: _____

Date: _____

Service

_____ Home Office (\$60/month)

Installation Charge: \$ _____

Extra Charges: \$ _____

Describe:

TOTAL DUE TODAY: \$ _____

Comments:

RCI Support: 970-482-2830 or by email at
support@ristcanyon.com

Mailing Address:

Rist Canyon Internet LLC
97 Aspen Leaf Lane
Bellvue, CO 80512

Website: www.ristcanyon.com
Incoming mail server: mail.ristcanyon.com
Outgoing mail server: mail.ristcanyon.com
User Name: user@ristcanyon.com