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INTERNET SERVICES AGREEMENT

THIS INTERNET SERVICE AGREEMENT ("Agreement") is made this _____ day of _____, 2007, by and between **Raystown Wireless and /or DBA: RTW** and _____ (hereinafter "CUSTOMER") Who resides and/or does business in following said "Customer Address".

A. Customer Address of Service Location/Premise:

Contact Person: _____ Telephone: _____
Address: _____ Cell #: _____
City: _____ State: **PA** Zip: _____ Work#: _____

B. Customer E-mail Information:

E-mail Add: _____ @raystownwireless.com
Password: _____
Incoming Mail Setting: **mail.raystownwireless.com**
Outgoing SMTP: **smtpout.secureserver.net**

C. RTW Equipment Information: model/ser no:

D. Internet Up To Speed and Service* NOTE \$3.75 per month additional fee if invoice is mailed.

- 512K Up To /Down To (\$29.95 per month) (\$324.95 per year) Residential
- 768K Up To/Down To (\$39.95 per month) (\$424.95 per year) Residential
- 1.5M Up To/Down To (\$59.95 per month) (\$649.95 per year) Residential
- 512K Up To/Down To (\$39.95 per month) (\$424.95 per year) Business
- 768K Up To/Down To (\$59.95 per month) (\$649.95 per year) Business
- 1.5M Up To/Down To (\$89.95 per month) (\$949.95 per year) Business

*The wireless service will provide you basic internet access. This includes:

- | | | |
|-----------------------|----------------------------|------------------------|
| Browse the web (http) | E-mail (smtp/pop/imap/etc) | Iphone (skype/sip/etc) |
| Audio streaming | File transfer (ftp) | Program updates |
| Other standard access | | |

Due to nature of how wireless internet access work, we have to limit services that uses a lot of bandwidth. (We might however allow these services at a later time). This is a list of services we ban and have limited access to:

- Filesharing (kaaza, dcc, emule, edonky, bittorrent, etc)
- Broadband video on demand
- Other services that takes a lot of bandwidth

This list is not complete and new services that create problems for other users might be added. Be aware that the purpose of limiting these services is to keep a high quality service for all of our access users.

E. Installation Charge: \$75.00 (base) + Fee (price may be higher depending on level of installation)

\$40.00 **activation fee** to be billed with first invoice from RTW

F. Monthly Equipment Rental: No Charge

G. Total Monthly Recurring Charges (excluding any applicable taxes): depends on package selected

H. Term: The initial term of this Agreement shall begin on the date installation is complete

and payment arrangements have been completed and shall continue for a period of 6 months. Upon expiration of the initial term, this Agreement shall automatically renew at the then current rates for successive one-month terms until such time as either party shall deliver thirty (30) days notice of termination prior to the expiration date of the then current term.

II RECITALS.

WITNESSETH:

WHEREAS, CUSTOMER desires to obtain certain internet services from RAYSTOWN WIRELESS, as set forth herein; and

WHEREAS, RAYSTOWN WIRELESS desires to provide certain internet services to CUSTOMER, as set for herein.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:1

III TERMS AND CONDITIONS

1. SERVICES. This Agreement states the terms and conditions under which RAYSTOWN WIRELESS shall provide CUSTOMER with the services ("Services") and associated equipment ("Equipment") indicated herein. This is a Service Agreement and does not and should not be construed to provide the CUSTOMER with any ownership right or rights in any of the Service, Equipment or peripherals associated with the provision of the Service. By using the Service, CUSTOMER agrees to be bound by the terms of this Agreement.

2. PAYMENT TERMS. CUSTOMER agrees to pay one-time and monthly recurring charges for the Services, as set forth in this Agreement. One-time charges are due on or before the time of installation. CUSTOMER shall pay monthly charges in advance.

a) **Taxes, Fees and Government Charges.** CUSTOMER hereby is and shall be responsible for paying RAYSTOWN WIRELESS any sales, use, property, excise or other taxes, and governmental charges (except income taxes to RAYSTOWN WIRELESS) arising under this Agreement. A copy of the CUSTOMER'S tax exemption document must be provided to RAYSTOWN WIRELESS to certify tax-exempt status.

b) **CUSTOMER Change Requests.** Any charges associated with Service and Equipment installations, additions, modifications, substitutions, upgrades, reconfigurations, rebuilds or relocations requested by CUSTOMER subsequent to the initial installation, are the sole financial responsibility of CUSTOMER and shall be reflected on the CUSTOMER'S billing statement after the requested Service and/or Equipment has been installed, added, modified, substituted, upgraded, reconfigured, rebuilt or relocated and CUSTOMER'S payment of the bill which includes those added charges will be deemed CUSTOMER'S acceptance of those charges. Subsequent to the initial term RAYSTOWN WIRELESS may increase the recurring charge from time to time on thirty (30) days' prior written notice to CUSTOMER.

c) **Non-Payment and Penalties.** Failure to pay all bills within thirty (30) days of issuance shall constitute a breach of this Agreement and be grounds for immediate disconnection and/or imposition of a late fee of not more than five percent (5%) on any outstanding balance at RAYSTOWN WIRELESS'S discretion. RAYSTOWN WIRELESS may charge a reasonable service fee for all returned checks. If Service is disconnected because CUSTOMER does not pay the bill, RAYSTOWN WIRELESS may require that CUSTOMER pay all past due charges, a reconnect fee, and a minimum of one month's advance charges before RAYSTOWN WIRELESS will reconnect Service. CUSTOMER shall be responsible for all expenses (including reasonable attorney's fees) incurred by RAYSTOWN WIRELESS in collecting any unpaid amounts in accordance with this Agreement.

d) **Billing Errors.** CUSTOMER must bring any billing errors or requests for credit to RAYSTOWN WIRELESS'S attention within thirty (30) days of the date CUSTOMER receives the bill for which correction of a billing error or credit is sought.

e) **Site Visits and Repairs.** If the CUSTOMER'S use or modification of the Equipment or software supplied by RAYSTOWN WIRELESS requires a visit to the CUSTOMER'S facilities for correction or repair, RAYSTOWN WIRELESS reserves the right to charge the CUSTOMER for such site visit and repair costs.

3. INSTALLATION AND ACCESS. CUSTOMER hereby grants to RAYSTOWN WIRELESS (subject to any necessary governmental or third-party approvals) reasonable access to the premise(s) to review, install, inspect, maintain and repair all necessary Equipment (as well as permission to enter the premise(s) for the exercise of such right) to receive the Service. Such access shall include landlord permission, when applicable. RAYSTOWN WIRELESS reserves the right to perform an engineering review of the premise(s) prior to installation. The CUSTOMER shall be responsible, at its own expense, for all site preparation activities necessary for installation of the Service, as set forth herein, including the relocation of the CUSTOMER'S equipment, as necessary, to access the Service. To ensure proper installation of the Service, CUSTOMER may be required to provide RAYSTOWN WIRELESS with accurate physical network diagrams and/or maps. RAYSTOWN WIRELESS may schedule installation visits with the CUSTOMER as necessary. The CUSTOMER'S authorized representative must be present during site visits.

4. SERVICES AND EQUIPMENT. CUSTOMER UNDERSTANDS AND AGREES THAT NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN ALL EQUIPMENT AND MATERIAL INSTALLED OR PROVIDED BY RAYSTOWN WIRELESS, INCLUDING BUT NOT LIMITED TO MODEM(S) AND ANTENNA(S) ARE AND SHALL REMAIN THE PROPERTY OF RAYSTOWN WIRELESS AND MUST BE RETURNED TO RAYSTOWN WIRELESS AT ANY TIME SERVICE IS DISCONNECTED, OR ANY REASONABLE TIME THE CUSTOMER IS DESIROUS OF MAKING AN EXCHANGE OF SUCH EQUIPMENT. CUSTOMER will use reasonable care to avoid damaging any Equipment and will not move, relocate, alter, sell, lease, assign, encumber or otherwise tamper with the Equipment. Immediately upon termination of Service, any and all Equipment supplied by RAYSTOWN WIRELESS **must** be returned to RAYSTOWN WIRELESS in good condition. Failure to return Equipment within ten (10) days after Service is disconnected will result in a charge being made to CUSTOMER'S account. CUSTOMER agrees to pay and shall pay the full retail cost for the repair or replacement of any lost, stolen, or damaged Equipment, together with any costs incurred by RAYSTOWN WIRELESS in obtaining or attempting to regain possession of such Equipment, including, but not limited to, reasonable attorney's fees. **(NOTE: As of April 2005, wireless antennas cost \$450.00.)** CUSTOMER further agrees to pay for any repairs or replacement of the Equipment whether or not caused by CUSTOMER'S negligent act, except such repairs or replacements as may be necessary by reason of normal and ordinary wear or by reason of defects of material or workmanship therein.

5. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

A) LIMITED WARRANTY. RAYSTOWN WIRELESS HEREBY REPRESENTS AND WARRANTS TO THE CUSTOMER THAT ALL SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. CUSTOMER AGREES THAT CUSTOMER USES THE SERVICE AND ANY SOFTWARE AND EQUIPMENT SUPPLIED BY RAYSTOWN WIRELESS AT ITS SOLE RISK. THE SERVICE AND RAYSTOWN WIRELESS EQUIPMENT ARE PROVIDED ON AN "AS IS BASIS" WITHOUT WARRANTIES OF ANY KIND. RAYSTOWN WIRELESS DOES NOT WARRANT UNINTERRUPTED USE OF SERVICE. ANY WARRANTY CLAIM BY THE CUSTOMER MUST BE MADE WITHIN THIRTY (30) DAYS AFTER THE APPLICABLE SERVICE HAS BEEN PERFORMED. RAYSTOWN WIRELESS'S SOLE OBLIGATION AND THE CUSTOMER'S SOLE REMEDY, WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION, SHALL BE A PRORATED REFUND OF THE FEES PAID BY THE CUSTOMER BASED ON THE PERIOD OF TIME WHEN THE SERVICE IS OUT OF COMPLIANCE WITH THIS LIMITED WARRANTY PROVISION.

B) DISCLAIMER. THE WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

C) LIMITATION OF LIABILITY. RAYSTOWN WIRELESS SHALL NOT BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY SUBCONTRACTORS OF RAYSTOWN WIRELESS, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. ANY CLAIM MADE UNDER THIS PARAGRAPH OR THIS AGREEMENT SHALL BE MADE IN WRITING AND FORWARDED TO THE RAYSTOWN WIRELESS ADDRESS THAT APPEARS HEREON. IN NO EVENT SHALL RAYSTOWN WIRELESS'S LIABILITY HEREUNDER EXCEED THE TOTAL FEES PAID HEREUNDER DURING THE PRECEDING THIRTY (30) DAY PERIOD.

6. FORCE MAJEURE. The CUSTOMER agrees that RAYSTOWN WIRELESS shall not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of Service, directly or indirectly caused by circumstances beyond RAYSTOWN WIRELESS'S control, including but not limited to labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Service.

7. INDEMNIFICATION. The CUSTOMER agrees to indemnify RAYSTOWN WIRELESS against any and all claims, lawsuits, damages, judgments costs, fees or expenses (including reasonable attorney's fees and costs incurred by RAYSTOWN WIRELESS in enforcing its rights under this Agreement) incurred by RAYSTOWN WIRELESS which arise out of or are in any way related to the installation, maintenance or repair of any Equipment or Services provided by RAYSTOWN WIRELESS to CUSTOMER under the terms of this Agreement.

8. MISCELLANEOUS.

a) Entire Agreement. This Agreement and any related schedules constitute the entire Agreement with respect to the Service. A copy of a duly executed Agreement signed by both authorized parties shall be considered evidence of a valid agreement, and RAYSTOWN WIRELESS may rely on such copy of the Agreement as if it were the original signed Agreement. This Agreement supercedes a nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.

b) Authorized Party. The CUSTOMER represents to RAYSTOWN WIRELESS that the CUSTOMER has the authority to execute, deliver and carry out the terms of the Agreement.

c) No Rights or Remedies for Third Parties. This Agreement is not intended to give and does not give any rights or remedies to a person other than RAYSTOWN WIRELESS and the CUSTOMER.

d) Governing Law. This Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Pennsylvania, without regard to conflicts of law provisions. The CUSTOMER agrees that the federal and state courts of Pennsylvania alone have jurisdiction over all disputes arising under this Agreement and the CUSTOMER consents to personal jurisdiction of those courts with respect to any disputes arising under this Agreement.

e) Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

f) No Assignment or Transfer. The CUSTOMER may not assign this Agreement or its rights or obligations under this Agreement without RAYSTOWN WIRELESS'S prior written consent. The Service shall be provided to CUSTOMER at the specified premise address(es). The CUSTOMER may not transfer the CUSTOMER'S subscription or the CUSTOMER'S rights and obligations under the Agreement to any other person or to any other address without RAYSTOWN WIRELESS'S prior written consent.

g) Waiver. Except as otherwise provided herein, the failure of RAYSTOWN WIRELESS to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

9. EQUIPMENT. CUSTOMER agrees (i) not to disturb, alter or remove any portion of RAYSTOWN WIRELESS'S Equipment or material, (ii) to adequately safeguard such Equipment against others, (iii) not to hire or permit any one other than personnel authorized by RAYSTOWN WIRELESS acting in their official capacity to perform any work on such Equipment. CUSTOMER is prohibited from moving Equipment to another location or using it at or for an address or location other than the premise(s)/address listed above as being the Customer Service Location/Premises without prior written authorization from RAYSTOWN WIRELESS. An unauthorized connection or other tampering with the Equipment shall be cause for disconnection of Service or legal action, and RAYSTOWN WIRELESS shall be entitled to recover damages, including, but not limited to, the value of any Services illegally obtained plus reasonable collection costs including reasonable attorney's fees. No one

10. RESTRICTIONS. CUSTOMER shall not authorize or permit any other person to use the Service (or any part thereof) outside the premise(s). CUSTOMER acknowledges that such use may, in some circumstances, subject CUSTOMER to criminal or civil charges and penalties under applicable laws. CUSTOMER agrees to indemnify and hold RAYSTOWN WIRELESS harmless from any loss, liability, or expense, including reasonable attorney's fees, arising from a breach of this provision.

11. EQUIPMENT AND SOFTWARE REQUIREMENTS. As required by RAYSTOWN WIRELESS, CUSTOMER shall maintain certain minimum Equipment and software to receive the Service.

12. CUSTOMER'S RESPONSIBILITIES. CUSTOMER agrees that any person who accesses the Service through the CUSTOMER'S computer(s) or under the CUSTOMER'S account shall be subject to this Agreement. The CUSTOMER assumes all liability and responsibility to ensure that all such other users understand this Agreement and comply with its terms. The CUSTOMER shall be responsible for all access to (including access via the CUSTOMER'S wired or wireless Local Area Network) and use of the Service by means of the CUSTOMER'S Equipment, whether or not the CUSTOMER has knowledge of or authorizes such access or use. The CUSTOMER shall be liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the CUSTOMER'S account, until the CUSTOMER informs RAYSTOWN WIRELESS of any breach of security.

a) Connecting Customer Equipment. Upon Installation, RAYSTOWN WIRELESS shall test to confirm that the Service can be accessed from the CUSTOMER'S premise(s). It shall be the CUSTOMER'S responsibility to connect their equipment to the modem or router for network access. The Service is intended for use by a single small business or small office-home office (SOHO) at the premise(s) specified herein. By connecting to the network and/or accessing the Service, CUSTOMER agrees to be bound by the terms of the RAYSTOWN WIRELESS Acceptable Use Policy which is available upon request from RAYSTOWN WIRELESS or which will be able to be found at www.RAYSTOWN WIRELESS.COM (or the applicable successor URL) after the construction of RAYSTOWN WIRELESS'S website has been fully completed. Except as expressly permitted in the Premium SBI Package, CUSTOMER shall not, and will not allow others to, resell or redistribute access to the Service in any manner, including but not limited to hosting applications such as the provision of e-mail, FTP and Telnet access.

b) No Third-Party Support or Liability. RAYSTOWN WIRELESS does not support CUSTOMER-supplied third-party hardware or software including but not limited to modems or routers, network interface cards or local area networks, browsers and their plug-ins, TCP/IP or other communications or networking software, or e-mail client software. Any questions concerning third-party hardware or software should be directed to the manufacturer of that hardware or software product. RAYSTOWN WIRELESS assumes no liability or responsibility for the installation, maintenance compatibility or performance of any equipment or software not provided by RAYSTOWN WIRELESS. If such third-party equipment or software impairs the Service, the CUSTOMER shall remain liable for payments as agreed without recourse for credit or prorated refund for the period of impairment. If the CUSTOMER requests RAYSTOWN WIRELESS to attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at RAYSTOWN WIRELESS'S discretion and at then-current rates and terms. RAYSTOWN WIRELESS makes no warranty that it will resolve the difficulties caused by such third-party equipment or software.

c) Security. The CUSTOMER shall be responsible for the implementation of reasonable security procedures and standards with respect to its own demarcation point that interfaces with the Service. RAYSTOWN WIRELESS may communicate security issues to the CUSTOMER from time to time when abuse or misuse is observed or reported by others.

d) Blocking and Filtering. While the computer industry may provide blocking and filtering software that empowers CUSTOMER to monitor and restrict access to CUSTOMER'S computer and its data, RAYSTOWN WIRELESS is not the publisher of this software. RAYSTOWN WIRELESS strongly recommends that the CUSTOMER employ a "firewall" or other security software. The CUSTOMER assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Service at its location. RAYSTOWN WIRELESS shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies RAYSTOWN WIRELESS does not warrant that other users will be unable to gain access to CUSTOMER'S computer.

13. SERVICE PERFORMANCE. RAYSTOWN WIRELESS shall use its best efforts to achieve the Service speed selected by the CUSTOMER herein but such speed may vary based on factors beyond RAYSTOWN WIRELESS'S control. RAYSTOWN WIRELESS shall use commercially reasonable efforts to assure that the Service is available to the CUSTOMER 24 hours per day, seven days per week. It is possible, however, that there will be interruption of the Service. If an outage condition is known sufficiently far in advance, RAYSTOWN WIRELESS shall attempt to provide the CUSTOMER with electronic mail notification. The CUSTOMER understands and agrees that the Service may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond RAYSTOWN WIRELESS'S control. The temporary unavailability of the Service shall not constitute a breach of contract or a failure by RAYSTOWN WIRELESS to perform its obligations under the Agreement.

a) Damage, Loss or Destruction of Software Files and/or Data. RAYSTOWN WIRELESS assumes no liability or responsibility whatsoever for an damage to or loss or destruction of any of the CUSTOMER'S property, including but not limited to hardware, software, files, data or peripherals which may result from the CUSTOMER'S use of the Service, or from the installation, maintenance or removal of the Service, Equipment or software. RAYSTOWN WIRELESS does not warrant that any data or files sent by or to the CUSTOMER will be transmitted in uncorrupted form within a reasonable period of time.

b) No Liability for Risks of Internet Use. RAYSTOWN WIRELESS does not warrant that Service will be error-free. The Service, RAYSTOWN WIRELESS'S network and the Internet are not secure, and others may access or monitor the CUSTOMER'S traffic RAYSTOWN WIRELESS does not warrant that any data or files sent or received by the CUSTOMER over the network will not be subject to unauthorized access by others, that other users will not gain access to the CUSTOMER'S data, nor that the data or files will be free from computer viruses or other harmful components. The CUSTOMER may run applications that permit others to gain access to the CUSTOMER'S data. RAYSTOWN WIRELESS has no responsibility and assumes no liability for such acts or occurrences.

c) No Liability for Purchases. Through use of the Service, the CUSTOMER may access certain information, products and services of others, for which there is a charge. The CUSTOMER shall be solely liable and responsible for all fees or charges for these online services products or information. RAYSTOWN WIRELESS shall have no responsibility to resolve disputes with other vendors.

d) No Liability for Changes of Address. Due to growth, acquisitions and changes in technology, RAYSTOWN WIRELESS reserves the right to change addressing schemes, including IP addresses. RAYSTOWN WIRELESS may provide the Service in partnership with other companies ("Partners"). The CUSTOMER agrees to abide by the terms and conditions of the Partners' Services.

14. PRIVACY AND MONITORING THE SERVICES. RAYSTOWN WIRELESS treats private communications on or through its network as strictly confidential and does not access, use or disclose the contents of private communications, except as required or permitted by law or by the RAYSTOWN WIRELESS Communications Privacy Policy. RAYSTOWN WIRELESS has no obligation to monitor traffic on the RAYSTOWN WIRELESS network. However, the CUSTOMER understands and agrees that RAYSTOWN WIRELESS has the right to monitor traffic on the RAYSTOWN WIRELESS network from time to time in accordance with its Privacy Policy and with applicable law.

15. ACCEPTABLE USE POLICY. RAYSTOWN WIRELESS'S Acceptable Use Policy, which is available upon request from RAYSTOWN WIRELESS, or will be able to be found at www.raystownwireless.com. The CUSTOMER expressly warrants that the CUSTOMER agrees to be bound by RAYSTOWN WIRELESS'S Acceptable Use Policy. The CUSTOMER expressly understands and

agrees that the Acceptable Use Policy may be updated or modified from time to time by RAYSTOWN WIRELESS, with or without notice to the CUSTOMER. Any such update or modification to the Acceptable Use Policy shall be posted to the above-listed website. Payment for Service subsequent to a change of policy will be deemed CUSTOMER'S acknowledgement and acceptance of said change. The CUSTOMER should consult the Acceptable Use Policy on a regular basis to ensure compliance. RAYSTOWN WIRELESS may terminate the CUSTOMER from the Service immediately for violation of its policies.

16. RAYSTOWN WIRELESS'S RIGHT TO TERMINATE. If the CUSTOMER fails to comply with this Agreement, RAYSTOWN WIRELESS may declare CUSTOMER to be in default of this Agreement, and at its option and in addition to any other remedies provided herein, may immediately terminate the Agreement or provide written notice of action of termination. RAYSTOWN WIRELESS may terminate the Service immediately without notice in order to prevent a breach of network security or other violation of RAYSTOWN WIRELESS'S Acceptable Use Policy. No express or implied waiver by RAYSTOWN WIRELESS or any event of default shall in any way be, or be construed to be, a waiver of any further subsequent event of default.

17. CUSTOMER'S RIGHT TO TERMINATE. If the CUSTOMER terminates the Service, RAYSTOWN WIRELESS requires thirty (30) days prior written notice from the CUSTOMER.

18. AMBIGUITIES. Any ambiguities in this Agreement shall be interpreted in favor of RAYSTOWN WIRELESS and against CUSTOMER.

19. TITLES. The titles, which precede the various paragraphs and subparagraphs of this Agreement, are for convenience only, and shall not be used in the interpretation of this Agreement.

20. INCORPORATION BY REFERENCE OF INFORMATION AND RECITALS. The BACKGROUND and RECITAL parts of this Agreement are hereby incorporated by reference as if fully set forth at length.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

RAYSTOWN WIRELESS:

CUSTOMER:

By _____
Pauline F. Hetrick, Managing Partner

Print _____

Date: _____

Signature _____