

Broadwaves Wireless Internet Subscriber Agreement

This agreement is made as of _____, 2005 between Broadwaves ("The Company") and _____ (" The Subscriber"). THIS IS A LEGALLY BINDING CONTRACT AND BY USING COMPANY'S SERVICES THE SUBSCRIBER AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. Definitions. "The Company" means Broadwaves PO Box 335, Brenham, TX 77834 which provides wireless internet services. "The Subscriber" refers to an individual, corporation or legal entity who incurs usage charges for the Company services, for its own use or who incurs such charges on behalf of a third party user. "The User" refers to any individual who uses the services provided by Company with the permission of both the Subscriber and the Company.

2. Price. The Subscriber shall pay to the Company the charges associated with the rate plan selected, including without limitation, deposits, set-up fees, equipment purchase and/or rentals, service charges, etc., all as set forth on the attached schedule. The subscriber has a 30 day money back guarantee from the date of installation to cancel and receive a full refund if not satisfied with the service. All charges are subject to change at Company's discretion upon 30 days advance notice. Payment of all charges, are due, by the 15th day of the month. Accounts more than 30 days overdue will be temporarily disabled until full payment is received. A \$30.00 reconnect fee will be assessed on all disabled accounts. Accounts more than forty-five (45) days overdue will be cancelled and all company owned equipment must be returned to Company. Company owned equipment will normally be 1 wireless radio and 1 external antenna on a standard installation. Returned checks will be charged a fee of \$20.00.

3. Term and Termination. This agreement commences upon activation of service by the Company and remains in effect until terminated as herein provided. Subscriber may terminate this agreement upon thirty days advance, online notice, or other written notice sent to the above address. The Company shall have the right to suspend or terminate this agreement at any time without prior notice to the Subscriber and without any liability to the Subscriber or the User. The Subscriber also agrees that the Company has the right to delete all data, files or other information that resides or is stored on the Company's hardware, if the Subscriber's account with the Company is terminated, for any reason, by either the Company or the Subscriber.

4. Indemnification. Subscriber and User shall indemnify and hold harmless, the Company, its agents and employees from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees) to third parties, relating to or arising from the use of the service by Subscriber, User, or any of their personnel, whether or not Subscriber or User has knowledge of or has authorized such access or use, including, without limitation, claims for libel, slander, an invasion of privacy, infringement of copyright, patent infringement (where Subscriber or User has used, connected, or combined the service with the products or services of others), negligence, breach of security, or tortuous behavior. Subscriber agrees to indemnify the Company along with any parties from whom the Company obtains network services, and to hold them harmless from any claims resulting from the use of the service by Subscriber or its users that damage another party or that violates the law.

5. Disclaimers of Warranties. ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, EQUIPMENT, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE COMPANY (THE "CONTENT") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT. THE COMPANY AND ITS LICENSORS, AGENTS AND EMPLOYEES DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR SECURE. THAT THE SERVICES WILL

BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SYSTEM IS SOLELY AT YOUR RISK.

6. Limitation of Liability. COMPANY SHALL NOT BE LIABLE FOR INTERRUPTIONS CAUSED BY FAILURE OF EQUIPMENT OR SERVICES NOT PROVIDED BY COMPANY, FAILURE OF COMMUNICATIONS, POWER OUTAGES, OR OTHER INTERRUPTION NOT WITHIN THE COMPLETE CONTROL OF COMPANY, NOR SHALL COMPANY BE LIABLE FOR PERFORMANCE DEFICIENCIES CAUSED OR CREATED BY SUBSCRIBER'S OR ITS USERS' EQUIPMENT. SUBSCRIBER AND USER HEREBY RELEASE COMPANY FROM LIABILITY ARISING FROM ANY CONTENT ACCESSED VIA THE SERVICE. COMPANY'S PERFORMANCE UNDER THIS AGREEMENT SHALL BE EXCUSED IN CASE OF LABOR DIFFICULTIES, GOVERNMENTAL ORDERS, CIVIL COMMOTIONS, ACTS OF GOD, OR OTHER CONDITIONS OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. COMPANY SHALL NOT BE LIABLE IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF SUBSCRIBER'S OR ITS USERS' EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF USE, ETC. THE LIABILITY OF COMPANY FOR ACTUAL PROVEN DAMAGES FOR ANY CAUSE WHATSOEVER, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, INCLUDING BUT NOT LIMITED TO ANY FAILURE OF OR DISRUPTION OF SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO CHARGES PAYABLE BY SUBSCRIBER UNDER THIS AGREEMENT FOR THE SERVICE DURING THE PERIOD SUCH DAMAGES OCCUR. COMPANY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICE, AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, THE WARRANTY OF MERCHANTABILITY AND ANY OTHER WARRANTY IMPLIED BY LAW.

7. Use of Service. A. Subscriber shall insure that the Users shall comply with the terms and conditions of this agreement. B. Subscriber shall not use or permit its Users to use the services in ways that violate laws, infringe the rights of others, interfere with users of Company's service or other service networks. Subscriber is responsible for the knowledge of and adherence to any and all laws, statutes and regulations pertaining to or in any way connected with the services provided by the Company and all use of any information, data, material or service in violation of any such law, etc., is strictly prohibited. C. By posting information in or otherwise using any communications service, chat room, message board, news group, software library, or other interactive service that may be available to the Subscriber and the User on or through this site, the Subscriber agrees that the Subscriber and the User will not upload, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that: i. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates Company's rules or policies; ii. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party; iii. Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling. iv. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage,

or limit the functioning of any software, hardware, or other information of any third party; or v. Impersonates any person or entity, including any employee or representative of the Company. You further agree that you will not knowingly solicit or collect personal information from a minor without appropriate prior verifiable parental consent.

Company generally does not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, news groups, software libraries, or other interactive services that may be available on or through this site. However, Company and its agents have the right at their sole discretion to remove any content that, in Company's judgment, does not comply with these rules or is otherwise harmful, objectionable, or inaccurate. Company is not responsible for any failure or delay in removing such content.

8. Intellectual Property. A. Except for items in the public domain, all programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and all other materials comprising the Company, and all services offered by any of the Company's content providers (collectively, the "Works"), are wholly owned by (or licensed to) the Company and such content providers, respectively. Except as expressly provided herein, the Subscriber and the User may not copy, publicly perform or display, redistribute, modify, transfer or sell, or create derivative works from any part of the Works unless expressly permitted in writing in advance by the owner(s).

B. The Company has a compilation copyright in the services provided by the Company but does not possess, claim ownership of or exert control over individual files uploaded by the Subscriber and the User or the intellectual property contained therein. By uploading or otherwise submitting a file or other information ("Subscriber's Contribution") to the Company, the Subscriber and the User automatically grant, or warrant that the copyright owner of Subscriber's Contribution has expressly granted, to the Company, a perpetual, royalty-free, worldwide, non-exclusive right and license to use, reproduce, publicly display and/or perform, modify, store, publish, create derivative works from, and distribute Subscriber's Contribution (in whole or part) and/or to incorporate it in other works in any medium now known or hereafter developed for the full term of any copyright that may exist in Subscriber's Contribution, as if Subscriber's Contribution were public domain information.

C. Company may check uploaded files for viruses and may also remove an uploaded file (in its sole discretion) upon determining that the file is inappropriate for the Company.

9. Installation. Subscriber and User shall indemnify and hold harmless, the Company, its agents and employees from and against any loss, cost, claim, liability, damage, or expense relating to or arising from installation of software on customers machine or installation of other equipment necessary for service including antennae's and cabling, without limitation, whether arising from negligence or not.

10. Broadband Availability. Company reserves the right to establish and enforce usage limits limiting the speed of uploads and downloads of any kind and in all protocols, including without limitation, file downloads (FTP's), Web browsing, etc., from time to time, for all residential wireless accounts. . The company reserves the right to limit P2P (Peer to Peer) bandwidth to less than the service plan that the Subscriber chooses.

11. Service Calls. Subscriber is responsible for the entire cost of service calls including labor, materials and equipment for all failures which are not the fault of the Company including without limitation, acts of God, weather phenomena, failure of Subscriber's equipment, etc., including service calls to reinstall software.

12. Disputes. In the event the Company is required to engage the services of an attorney because of a breach by the Subscriber of any of the terms herein contained or arising out of the

Subscriber's use of the services provided by the Company in any other manner, the Subscriber agrees to pay all of the Company's reasonable attorneys fees and court costs. Upon breach of this Contract, all of subscribers' rights and privileges shall be immediately terminated and upon any such termination for breach of the provisions of this Contract, or the breach of any applicable law or statute governing the use of the services provided, all Subscriber fees shall be forfeited as liquidated damages to the Company.

13. Content. The Company shall have the sole right to decide what information (Web Page content, etc.) can or cannot be uploaded onto, or reside upon, the Company's system and the Company has the right to delete all such information data, or files that it decides cannot reside on the Company's hardware.

14. Reselling. Reselling of service is prohibited unless agreed upon by both the Company and Subscriber.

15. Contract Amendments. This Agreement may be changed or modified from time to time by Company, notice of such changes or modifications may be provided on-line or by mail. Such Changes or modification shall be effective immediately or as stated in the notice or as limited in this Agreement. The Subscriber's continued use of the services provided by Company following the implementation of any such changes or modifications shall constitute Subscriber's acceptance of any such changes and/or modifications.

16. Legal Age. Subscriber represents and warrants that he/she is at least eighteen (18) years of age and possesses the legal right and ability to enter into this Agreement. If Subscriber is not eighteen (18) years of age, Company must have received before Subscriber will have access to the services provided by Company, written acknowledgement by the legal guardian or parent of Subscriber that such legal guardian or parent will be responsible for all civil and criminal liabilities of Subscriber in any way related to this Agreement.

17. Entire Contract. This Contract represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, guaranties, warranties, promises, orders, statements or agreements between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party.

18. Severability. If any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the parties' original intentions, and the remainder of this Agreement shall remain in full force and effect.

19. Relationship of Parties. Subscriber acknowledges that no joint venture, partnership, employment, or agency relationship exists between Subscriber and Company. Subscriber agrees not to hold itself out as a representative, agent or employee of Company, and that Company will not be liable by reason of any representation, act or failure to act by Subscriber.