



WIRELESS INTERNET SERVICE AGREEMENT

Mail or return to:
 River Canyon Wireless Application
 Royce Electronics
 611 S. Main St., Moab, UT 84532
 435-259-8319

To be filled out by installer only:
 5400 _____ 2400 _____ 900 _____
 ESN: _____
 MSN: _____

We will be using this information to carry out a credit check. Service is contingent on approved credit. All fields must be complete before we will process the service application.

Subscriber/Business Name: Last _____ First _____

Spouse/business contact name: _____
 (or others that have authorization to make changes to this account)

Date of Birth: _____ Driver lic/ID _____ ST _____

Physical address: Street _____

City _____ Zip _____

Mailing address: Street _____

City _____ Zip _____

Phone #'s: Home _____ Cell _____ Work _____

Email address: _____

INTERNET SERVICE PLANS (CHECK ONE)

<u>SPEED (kbps)</u>	<u>STARTUP FEE</u>	<u>MONTHLY FEE</u>	<u>INITIAL PAID</u>
<input type="checkbox"/> 512	\$49.95	\$29.95	_____
<input type="checkbox"/> 1024	\$49.95	\$49.95	_____
<input type="checkbox"/> 2048	\$49.95	\$59.95	_____

Moving and want to keep your high speed Internet service? The service fee for a move is \$40, just fill out a new application and give us your old and new address.

*Both signature lines must be signed in order to process this application. We must have the subscriber signature and the property owner's signature, even if they are the same person.

My signature below indicates that I have read and I agree to all 3 pages of this contract for Internet Service.

Subscriber Signature: _____ Date: _____

Permitting and Landlord Approval: It is the Subscriber's responsibility to obtain any required permits, homeowner association's approvals, mortgage grantors permission, or to grant or gain landlord approval for the placement of the antenna on the Subscribers building. Landlord/Owner consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive RiverCanyonWireless's services.

Landlord or Property Owner Signature: _____ Date: _____

RIVERCANYONWIRELESS WIRELESS INTERNET SERVICE AGREEMENT

By establishing an account or using the Services of RiverCanyonWireless you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

The following terms and conditions shall apply to all customers subscribing to RiverCanyonWireless Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing RiverCanyonWireless Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as RiverCanyonWireless may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

Billing: Billing is done once per month; full payment is due 15 days after receipt of invoice. Payments can be mailed to our office. We will only give account information to the registered account holder. Please make sure to add a spouse's name to the application if you want them to have access to changing the account in any way.

Payment Policies and Terms: Payment by Subscriber shall be due to RiverCanyonWireless within fifteen (15) days from the date of the invoice. A Fifteen Dollar (\$15.00) late payment fee shall be assessed on any account not paid within fifteen (15) days from the date of invoice. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent. Delinquent accounts shall accrue interest at 21.5% APR on all outstanding principle amounts until paid. Delinquent accounts shall be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. For any subscriber's account that has been placed on suspended service there shall be due a Fifty Dollar (\$50.00) reconnection charge to reactivate Subscribers Services after the arrearage has been paid. In the event any balance is not paid as agreed, the undersigned agrees to pay a collections fee equal to 40% of the unpaid balance. In the event of a lawsuit to collect the unpaid balance, the undersigned further agrees to pay court costs and reasonable attorney's fees. A Twenty Five Dollar (\$25.00) fee will be added to the subscriber account in the event of any bank returned check. In the event that more than one check is returned, we will only accept cash, credit card or certified funds for payment on the account.

Termination: Subscriber may terminate this Agreement by submitting a request for termination (email, fax, U.S. Mail or telephonically) to the addresses or phone numbers listed in this agreement. Requests received prior to close of business shall have a termination date of the next business day

Without prior notice, RiverCanyonWireless may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if RiverCanyonWireless, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. RiverCanyonWireless may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Services. Termination by RiverCanyonWireless for violation of RiverCaanyonwireless's Acceptable Use Policy shall be subject to the termination fee as described above.

Additional Fees: In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included in the standard install. Additional labor is billed at \$60.00/hr.

Equipment and Scope of Work: All equipment, modems, subscriber modules, antennas and standard mounting equipment, will at all times remain the property of RiverCanyonWireless. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber 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 RiverCanyonWireless in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes RiverCanyonWireless to retrieve from Subscriber's premises equipment that is owned by RiverCanyonWireless.

Standard Maintenance: RiverCanyonWireless connection point ends at the Subscriber Module. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to RiverCanyonWireless's network and backbone connectivity.

If your connection ceases to function properly but RiverCanyonWireless network is still functioning properly, a technician will be sent to troubleshoot during normal business hours (9AM-4: 30PM, Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the "Not covered by Standard Maintenance" section, standard hourly rates apply.

Not Covered by Standard Maintenance: Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscribers computer and/or peripheral equipment not installed by RiverCanyonWireless, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming or relocation due to obstructions such as trees, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas, or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates.

Indemnification/Release: Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release RiverCanyonWireless, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of RiverCanyonWireless's services hereunder including but not limited to, Subscriber's access to content uploaded or down loaded using RiverCanyonWireless's service from any source or to any recipient. Subscriber further releases RiverCanyonWireless from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through RiverCanyonWireless' systems and/or the wireless

network. Subscriber's release of RiverCanyonWireless includes any actions or inaction by RiverCanyonWireless which amount to negligence. Subscriber further agrees to indemnify and hold harmless RiverCanyonWireless. From and against any and all claims, actions, causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of, RiverCanyonWireless' services herein.

Disclaimer: RiverCanyonWireless assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via RiverCanyonWireless' services. RiverCanyonWireless discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by RiverCanyonWireless which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations. Including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to RiverCanyonWireless that its use of RiverCanyonWireless' service to access information, content or other services is at its own risk.

Governing law and Venue: The laws of the State of Utah shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Grand County, Utah.

Customer Agreement: The customer agrees that they have read and understood the FAQ section of the RiverCanyonWireless website (www.rivercanyonwireless.com). The customer assumes all liability of providing a computer or device capable of using IP over Ethernet.

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.

Acceptable Use Policy: RiverCanyonWireless agrees to provide high speed wireless Internet to the subscriber listed below subject to the following terms and conditions:

This service is for single-family residence or home-office use only. Internet sharing is allowed only within the boundaries of the residence. 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. However, businesses may set up a WiFi hotspot with permission from RiverCanyonWireless, but this is only allowed on a case-by-case basis.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding the Member's allotted email space may, at RiverCanyonWireless's discretion, be transferred to a compressed temporary file or storage. RiverCanyonWireless may delete the temporary file from the server 60 days after notifying you.

Abuse of Services: Any use of the system that disrupts the normal use of the system for other Subscribers is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to their computational, information, or communication devices or resources of others is a violation of this agreement. The use of RiverCanyonWireless's services by Subscribers to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) or any other inter router protocol by Subscriber is a violation of this Agreement. Any Subscriber deemed by RiverCanyonWireless to be in violation of this section is subject to immediate termination by RiverCanyonWireless. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

Monitoring the Services: RiverCanyonWireless has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if RiverCanyonWireless, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its interests.

RiverCanyonWireless may immediately remove your material or information from RiverCanyonWireless's servers, in whole or in part, which RiverCanyonWireless, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

Additional Clarifications, Terms and Conditions: Usernames, passwords and email addresses are RiverCanyonWireless's property and RiverCanyonWireless may alter or replace them at any time.

RiverCanyonWireless has no control over certain types of interference and signal blockage. We do not guarantee any level or quality of service. If the service becomes unusable and cannot be restored within 2 working days, your account will be credited for the outage. If service is interrupted more than an aggregate of 24 hours in any given month, term contracts may be cancelled without penalty.

RiverCanyonWireless cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service.

Subscribers 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.