

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO ALL USERS OF RIGIDTECH.COM INTERNET ACCESS SERVICES (THE "SERVICES"). FOR PURPOSES OF THE TERMS AND CONDITIONS, THE SUBSCRIBER OF SERVICES WILL BE REFERRED TO AS THE "CUSTOMER" AND RIGIDTECH.COM WILL BE REFERRED TO AS "RT". THESE TERMS AND CONDITIONS ARE PART OF YOUR SERVICE AGREEMENT WHICH YOU AGREE TO BY USING SERVICES PROVIDED BY RIGIDTECH.COM, INC.

- 1 **BILLING:** CUSTOMER AGREES TO PAY ALL CHARGES TO CUSTOMER'S ACCOUNT, INCLUDING APPLICABLE TAXES, IN ACCORDANCE WITH BILLING TERMS IN EFFECT AT THE TIME THE FEE OR CHARGE BECOMES PAYABLE. THE RECURRING MONTHLY FEE IS DUE IN ACCORDANCE TO THE DATE OF THE CUSTOMER'S MONTHLY STATEMENT. **MONTHLY FEES ARE NON- REFUNDABLE.** THE INITIAL PAYMENT MAY INCLUDE NON-RECURRING INSTALLATION CHARGES INCLUDING, BUT NOT LIMITED TO EQUIPMENT, INSIDE WIRING AND OTHER INSTALLATION FEES. DELINQUENT ACCOUNTS ARE SUBJECT TO IMMEDIATE TERMINATION OR SUSPENSION OF SERVICES AT THE SOLE DISCRETION OF RT. IF THE CUSTOMER DISCONTINUES SERVICE OR IS DISCONNECTED, THE CUSTOMER AGREES TO PAY A RECONNECTION CHARGE BEFORE RECONNECTION. ALL MONTHLY RECURRING CHARGES WILL BE BILLED ONE MONTH IN ADVANCE.
- 2 **INTENDED USE OF THE SERVICES:** CUSTOMER AGREES NOT TO USE THE SERVICES IN A MANNER PROHIBITED BY ANY FEDERAL OR STATE LAW OR REGULATION. CUSTOMER FURTHER AGREES TO ADHERE TO RT'S ACCEPTABLE USE POLICY (AUP). TRANSMISSION OF ANY MATERIAL IN VIOLATION OF FEDERAL OR STATE LAW REGULATION, INCLUDING BUT NOT LIMITED TO ANY COPYRIGHTED MATERIAL, MATERIAL PROTECTED BY A TRADE SECRET OR MATERIAL OR MESSAGES THAT ARE UNLAWFUL, HARASSING, LIBELOUS, ABUSIVE, THREATENING, HARMFUL, VULGAR OBSCENE OR OTHERWISE OBJECTIONABLE. IN ANY MANNER OR NATURE OR THAT ENCOURAGES CONDUCT THAT COULD CONSTITUTE A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY OR OTHERWISE VIOLATE ANY APPLICABLE LOCAL, STATE, NATIONAL OR INTERNATIONAL LAW OR REGULATION, IS PROHIBITED. IP ADDRESSES ARE NOT PORTABLE AND ARE NOT ASSIGNED FOR INDEPENDENT ADMINISTRATION OR DISTRIBUTION. CUSTOMER UNDERSTANDS THAT IP ASSIGNMENTS ARE NOT GUARANTEED, AND MAY BE MODIFIED AS REQUIRED BY RT INTERNET AND/OR THE AMERICAN REGISTRY FOR INTERNET NUMBERS (ARIN). CUSTOMER CANNOT ALTER, MODIFY OR TAMPER WITH THE IP CONNECTION OF THOSE OR ANY CUSTOMER ON THE SYSTEM.
- 3 **RESTRICTIONS:** RT INTERNET CUSTOMER AGREE NOT TO USE ANY SERVERS THAT PROVIDE ANY TYPE OF SERVICES TO INCOMING INTERNET CONNECTIONS IN CONJUNCTION WITH RT WIRELESS INTERNET, INCLUDING BUT NOT LIMITED TO, PEER TO PEER, ELECTRONIC MAIL, DHCP AND DNS SERVERS WITHOUT WRITTEN APPROVAL. IN THE EVENT ANY RT INTERNET CUSTOMER ATTEMPTS TO UTILIZE A SERVER ON THE NETWORK, RT INTERNET MAY, AT ITS SOLE DISCRETION, LIMIT BANDWIDTH, INCREASE THE FEES ASSOCIATED WITH THE SERVICES OR TERMINATE THE SERVICES. ANY ADDITIONAL TIME OR CONFIGURATION WILL BE BILLABLE.
- 4 **LIMITATIONS:** RT MAINTAINS THE RIGHT AND PRIVILEGE TO REGULATE AND LIMIT NETWORK SPEED TO MAINTAIN NETWORK INTEGRITY. THESE LIMITATIONS MAY BE ADDED OR REMOVED AT ANYTIME WITHOUT NOTICE. SUCH LIMITATIONS WILL CONFORM TO NORMAL INDUSTRY PRACTICES AND RT COMPANY POLICY. THIS INCLUDES ABUSIVE USAGE, EXCESSIVE USAGE, STANDARD DAILY LIMITS, PEER TO PEER TRAFFIC, AND ANY TRAFFIC LISTED IN SECTION 3 OF THIS DOCUMENT.
- 5 **INSIDE WIRING AND INSTALLATION:** CUSTOMER ACKNOWLEDGES THAT THE INABILITY OF CUSTOMER OR THIRD PARTY'S FACILITIES TO ACCESS THE SERVICES OR OTHER OPERATIONAL IMPEDIMENTS MAY PRECLUDE OR DELAY DELIVERY OF SERVICES. CUSTOMER ACKNOWLEDGES THAT THE INSTALLATION REPRESENTATIVE MAY REQUIRE INSIDE WIRING TO COMPLETE SERVICES DELIVERY AT AN ADDITIONAL HOURLY OR OTHER FLAT CHARGE. CUSTOMER FURTHER ACKNOWLEDGES THIS CHARGE WILL OCCUR AT THE SOLE DISCRETION OF THE INSTALLATION REPRESENTATIVE. INSTALL INCLUDES THE SUBSCRIBER MODULE ANTENNA, MOUNTING BRACKET, AC ADAPTER, LIGHTING SUPPRESSOR, 100' OF RJ-45 CABLE AND ASSOCIATED CONNECTORS NEEDED, MOUNTING SCREWS AND BOLTS NORMALLY ASSOCIATED WITH ATTACHING SUBSCRIBER MODULE TO THE SIDE OF HOME, ROOF OR EYE. RT WILL TERMINATE AT JACK PENETRATION JUST INSIDE NEAREST OUTSIDE WALL PENETRATION TO ANTENNA. ACTUAL CONNECTION TO COMPUTER WILL BE THE RESPONSIBILITY OF THE HOMEOWNER. ANY ETHERNET CONNECTION OR USB TO ETHERNET ADAPTER WILL WORK AS A CONNECTION. RT WILL NOT OPEN OR 'CRACK THE CASE' OF ANY COMPUTER OR TAKE RESPONSIBILITY FOR INSTALLATION OF ANY NETWORK CARD OR PCMCIA CARD. IT IS THE OWNER'S RESPONSIBILITY TO PROVIDE AN RJ-45 ETHERNET READY CONNECTION FOR RT BROADBAND TO PLUG INTO.
- 6 **REASONABLE ACCESS:** CUSTOMER GRANTS RT REASONABLE ACCESS ONTO CUSTOMER'S PREMISES TO INSTALL, MAINTAIN AND REMOVE RT'S EQUIPMENT AS NEEDED. RT WILL NOTIFY THE CUSTOMER IN ADVANCE THAT RT NEEDS ACCESS ONTO THE CUSTOMER'S PREMISES PRIOR TO DOING SO. RT WILL NOT ATTEMPT TO ENTER PREMISES WITHOUT BEING GRANTED ACCESS BY OWNER. UNLESS OTHERWISE AGREED TO BY THE CUSTOMER, RT WILL CONDUCT ITS SERVICE AND POSSIBLE ENTRANCE BETWEEN THE HOURS OF 8:00AM AND 6:00PM.
- 7 **"NO TROUBLE FOUND" CALLS:** CUSTOMER AGREES TO A CHARGE FOR NO-TROUBLE FOUND CALLS. A NO-TROUBLE FOUND CALL EXISTS AFTER RT, UPON INSPECTION, DETERMINES NO REPAIR SERVICE ON THE EQUIPMENT IS REQUIRED AND THE PROBLEM WAS CAUSED BY THE CUSTOMER'S ACTIVITIES OR EQUIPMENT. THIS WILL INCLUDE FAILURE TO PLUG IN THE EQUIPMENT PROPERLY. THIS CHARGE WILL BE BASED ON OUR CURRENT HOURLY RATE AND WILL INCLUDE TRAVEL TIME TO AND FROM OUR OFFICE.
- 8 **DISCLAIMER OF LIABILITY:** THE SERVICES PROVIDED BY RT ARE PROVIDED "AS IS." RT MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT RT EXERCISES NO CONTROL OVER THE NATURE, CONTENT OR RELIABILITY OF THE INFORMATION PASSING THROUGH ITS NETWORK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RT, ITS DEALERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. RT MAKES NO WARRANTY OF ANYKIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY RT WILL BE AT CUSTOMERS OWN RISK. CUSTOMER ACKNOWLEDGES THAT RT IS NOT LIABLE FOR ANY ERRORS OR INTERRUPTION IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF RT. UNDER NO CIRCUMSTANCES SHALL THE CUSTOMER HOLD RT RESPONSIBLE FOR ANY FORM OF DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES SUFFERED FROM, BUT NOT LIMITED TO ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICES CAUSED BY THE NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM ON THE PART OF THE CUSTOMER. TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE OR THE DIRECT CONTROL OF RT, UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS. RT RESERVES THE RIGHT TO REFUSE OR TERMINATE SERVICES TO A CUSTOMER FOR ANY VIOLATION OF A TERM OR CONDITION LISTED HERIN OR A SUBSEQUENT MODIFICATION TO THESE TERMS AND CONDITIONS AS DETERMINED BY RT.
- 9 **ENTIRE AGREEMENT:** THESE TERMS AND CONDITIONS CONTAIN THE ENTIRE AGREEMENT AND UNDERSTANDING CONCERNING THE SERVICE AND SUPERSEDE ALL PRIOR NEGOTIATIONS, PROPOSED AGREEMENTS, AND ALL OTHER AGREEMENTS, WHETHER ELECTRONIC, WRITTEN OR ORAL. WITHOUT PRIOR NOTICE TO CUSTOMER, THESE TERMS AND CONDITIONS MAY BE MODIFIED AT ANY TIME BY RT. THE LATEST VERSION OF THE TERMS AND CONDITIONS MAY BE FOUND AT [WWW.RIGIDTECH.COM](http://WWW.RIGIDTECH.COM). A PRINTED VERSION OF THESE TERMS AND CONDITIONS AND OF ANY NOTICE GIVEN IN ELECTRONIC FORM SHALL BE ADMISSIBLE IN JUDICIAL OR ADMINISTRATIVE BEARINGS BASED UPON OR RELATING TO THE TERMS AND CONDITIONS TO THE SAME EXTENT AND SUBJECT TO THE SAME CONDITIONS AS OTHER BUSINESS DOCUMENTS AND RECORDS ORIGINALLY GENERATED AND MAINTAINED IN PRINTED FORM.
- 10 **ASSIGNMENT AND SUCCESSORS IN INTEREST:** ALL OF THE TERMS AND CONDITIONS SHALL BE BINDING UPON, INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS OF CUSTOMER. EXCEPT AS SPECIFICALLY STATED HEREIN, NEITHER THESE TERMS AND CONDITIONS NOR ANY OF THE RIGHTS, INTEREST OR OBLIGATIONS OF CUSTOMER OR RT MAY BE ASSIGNED. ANY UNAUTHORIZED ASSIGNMENT OR DELEGATION SHALL BE NULL AND VOID. NOTWITHSTANDING THE FOREGOING, RT MAY ASSIGN OR OTHERWISE TRANSFER ITS RIGHTS AND OBLIGATIONS TO ANY AFFILIATE (WHETHER BY PURCHASE OF STOCK OR ASSETS, MERGER, OPERATION OF LAW, OR OTHERWISE) OF THAT PORTION OF ITS BUSINESS RELATED TO THE SUBJECT MATTER HEREOF.
- 11 **VENUE/CHOICE OF LAW:** THESE TERMS AND CONDITIONS SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, WYOMING, AND THE UNITED STATES OF AMERICA. ANY CLAIMS OR CAUSES OF ACTION RELATED TO THE INTERNET SERVICE MUST BE INSTITUTED WITHIN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION HAS ARISEN OR WILL BE BARRED.
- 12 **SEVERABILITY:** IN THE EVENT THAT IT IS DETERMINED BY A COURT OF COMPETENT JURISDICTION AS A PART OF A FINAL NON-APPEALABLE JUDGMENT THAT ANY PROVISION OF THESE TERMS AND CONDITIONS (OR PART THEREOF) IS INVALID, ILLEGAL, OR OTHERWISE UNENFORCEABLE, SUCH PROVISION WILL BE ENFORCED AS NEARLY AS POSSIBLE IN ACCORDANCE WITH THE STATED INTENTION OF THE PARTIES, WHILE THE REMAINDER OF THE TERMS AND CONDITIONS WILL REMAIN IN FULL FORCE AND EFFECT.
- 13 **INDEMNIFICATION:** CUSTOMER SHALL INDEMNIFY AND HOLD RT HARMLESS AGAINST ALL CLAIMS, LOSSES, DAMAGES AND LIABILITIES SUSTAINED BY RT RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH ANY BREACH OF, OR NON-FULFILLMENT OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT MADE BY OR OTHER OBLIGATIONS OF CUSTOMER CONTAINED IN THESE TERMS AND CONDITIONS.
- 14 **TERM/RATE/TERMINATION:**
  - i THE TERM OF THIS AGREEMENT WILL COMMENCE ON THE SERVICE ACTIVATION DATE SHOWN ON THE SERVICE AGREEMENT AND CONTINUE UNTIL TERMINATED IN THE MANNER PROVIDED BELOW.
  - ii SUBSCRIBER OR COMPANY MAY TERMINATE THIS AGREEMENT UPON 30 DAYS WRITTEN NOTICE TO THE OTHER. IN SUCH EVENT, SUBSCRIBER WILL PAY ALL CHARGES OR SUMS AND PENALTIES FOR EARLY TERMINATION THEN DUE.
  - iii THIS AGREEMENT SHALL HAVE A MINIMUM MANDATORY TERM AS NOTED ABOVE. FULL BILLING MONTHS AFTER SERVICE ACTIVATION DATE (THE "MINIMUM SERVICE TERM"). FOLLOWING COMPLETION OF THE MINIMUM SERVICE TERM, THIS AGREEMENT SHALL BE RENEWED FOR SUCCESSIVE MONTHLY TERMS UNTIL TERMINATION. SUBSCRIBER ACKNOWLEDGES THAT THEY WILL BE CHARGED A SPECIAL RATE (SUBJECT TO CHANGE AS PROVIDED IN (D) BELOW IN CONSIDERATION OF SUBSCRIBER'S AGREEMENT TO SUBSCRIBE FOR THE MINIMUM SERVICE TERM. SUBSCRIBER AGREES THAT COMPANY WILL BE DAMAGED BY SUBSCRIBER'S CANCELLATION OF THIS AGREEMENT PRIOR TO THE COMPLETION OF THE MINIMUM SERVICE TERM. ANY ATTEMPTED TERMINATION OF THIS AGREEMENT BY SUBSCRIBER (EXCEPT FOR THE TERMINATION UNDER PARAGRAPH (D) BELOW PRIOR TO THE EXPIRATION OF THE MINIMUM SERVICE TERM SHALL BE A BREACH HERE OF. IN THE EVENT OF SUCH BREACH, THE COMPANY SHALL HAVE THE OPTION OF (I) ACCEPTING THAT ATTEMPTED TERMINATION EFFECTIVE UPON SUBSCRIBER'S PREPAYMENT OF A CANCELLATION FEE; OR (II) NOT ACCEPTING SUBSCRIBER'S TERMINATION OF THE AGREEMENT AND SEEKING ALL DAMAGES AVAILABLE AT LAW OR EQUITY TO COMPANY AS A RESULT OF SUBSCRIBER'S BREACH OF THIS AGREEMENT.
  - iv COMPANY RESERVES THE RIGHT TO MODIFY THE CHARGES FOR SERVICE SHOWN ON THE APPLICATION AT ANYTIME. SUCH MODIFICATIONS MAY BE MADE AT ANY TIME DURING THE TERM OF THIS AGREEMENT UPON ADVANCE NOTICE TO SUBSCRIBER IN ACCORDANCE WITH TARIFF PROVISIONS (IF ANY). IF ANY RATE INCREASE BECOMES EFFECTIVE WITHIN THE SUBSCRIBER'S MINIMUM TERM, SUBSCRIBER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT WITHOUT PAYMENT OF ANY DAMAGES LISTED ABOVE BY WRITTEN NOTICE DELIVERED TO COMPANY WITHIN FIFTEEN (15) DAYS AFTER SUBSCRIBER RECEIVED NOTICE OF THE PROPOSED RATE INCREASE. ACCEPTANCES BY COMPANY OF ADVANCE PAYMENTS BY SUBSCRIBER SHALL NOT BE DEEMED A WAIVER OF COMPANY'S RIGHT TO MODIFY ITS CHARGES AT ANY TIME AND SHALL NOT RELIEVE SUBSCRIBER OF ITS OBLIGATION TO PAY SUCH MODIFIED CHARGES.
  - v SHOULD SUBSCRIBER DEFAULT IN THE PAYMENT OF ANY SUM HEREUNDER, BREACH ANY REPRESENTATION HEREIN, FAIL TO PERFORM ANY OF ITS OBLIGATIONS AT THE TIME AND IN THE MANNER SPECIFIED IN THIS AGREEMENT OR UNDER ANY OTHER AGREEMENT BETWEEN COMPANY AND SUBSCRIBER, OR FAIL TO MAINTAIN ANY UNIT WITHOUT DAMAGE OR INTERFERENCE TO COMPANY BUSINESS OR FACILITIES, OR SHOULD SUBSCRIBER BE THE SUBJECT OF ANY PROCEEDING UNDER THE BANKRUPTCY ACT OR BECOME INSOLVENT, COMPANY SHALL HAVE THE RIGHT TO DISCONTINUE SERVICE AT ANY TIME WITHOUT NOTICE, AND/OR TERMINATE THIS AGREEMENT, IN ANY SUCH CASE, SUBSCRIBER SHALL REMAIN LIABLE FOR THE PAYMENT OF ALL CHARGES DUE COMPANY UNDER THIS AGREEMENT WHICH SHALL BE IMMEDIATELY DUE AND PAYABLE. FURTHER, SUBSCRIBER MAY BE SUBJECT TO REACTIVATION CHARGES IF SERVICE IS SUBSEQUENTLY RECONNECTED. THESE REMEDIES ARE NOT EXCLUSIVE BUT ARE IN ADDITION TO ALL REMEDIES PROVIDED BY LAW. IN THE EVENT OF SUBSCRIBER'S DEFAULT, SUBSCRIBER WILL REIMBURSE COMPANY FOR COURT COSTS, ATTORNEY'S FEES, COSTS OF INVESTIGATION OR COLLECTION AND SIMILAR EXPENSES
  - vi INCURRED BY COMPANY IN THE EVENT OF SUBSCRIBER'S DEFAULT. SUBSCRIBER WILL REIMBURSE COMPANY FOR COURT COSTS, ATTORNEY'S FEES, COSTS OF INVESTIGATION OR COLLECTION AND SIMILAR EXPENSES INCURRED BY COMPANY IN THE ENFORCEMENT OF ANY OR PRIVILEGED HEREUNDER. TIME IS OF THE ESSENCE AND COMPANY'S FAILURE AT ANYTIME TO REQUIRE STRICT PERFORMANCE BY SUBSCRIBER OF ANY OF THE PROVISIONS HEREOF SHALL NOT WAIVE OR DIMINISH COMPANY'S RIGHT TO THEREAFTER DEMAND STRICT COMPLIANCE WITH ANY PROVISIONS OF THIS AGREEMENT.
  - vii IN THE EVENT THAT THE ACCOUNT BECOMES PAST DUE, THE CUSTOMER MAY BE CHARGED A REASONABLE LATE PAYMENT PROCESSING FEE TO INCLUDE BUT NOT BE LIMITED TO A FLAT FEE PLUS REASONABLE INTEREST.