

**Tiamet Communications, LLC
Terms and Conditions for Wireless
Broadband Service as of:
June 1, 2007**

1. DEFINITION AND INTERPRETATION

In these terms and conditions:

"You" means the customer entering into this Agreement; words in the singular include the plural and vice versa. "Us", "We" or "Our" includes Our agents, employees, licensees, successors, substitutes or permitted assigns.

"Agreement" means the contract between You and Us incorporating these Terms and Conditions, Our Application Form and the Price List.

"Application Form" means Our application form, signed by You, requesting the Service and other relevant information and forming part of the Agreement.

"Customer Premises Equipment" means the telecommunications apparatus (including wiring and sockets) located at Your Premises and connected to a telecommunications network at a Network Termination Point, and includes the Installation Kit.

"Fault" means any failure of the Service causing continuous total loss of the ability to convey information, but does not include the loss of such ability arising as a result of Our suspension of the Service pursuant to this Agreement.

"Installation Kit" means the instructions, software and equipment necessary for installation of the Service at Your Premises.

"Interconnect" and "Interconnection" means the physical and logical linking of telecommunication networks in order to allow the users of one organization to communicate with the users of that or another organization, or to access services provided by another organization.

"Network Termination Point" means any physical point of connection forming part of a telecommunications network at which another telecommunications network or Customer Premises Equipment may be connected.

"Normal Working Hours" means between the hours of 08-00 and 17-00 hours, Monday to Friday EST (but excluding public holidays).

"Personal Information" means information about You and your identity.

"Premises" means the premises in which the Service is or is to be provided under this Agreement.

"Price List" means Our Price as amended from time to time posted on Our website at www.tiametcomm.com

"Service" means the telecommunications service provided by Us to You under this Agreement and includes any facilities provided in connection with the telecommunications service.

"Service Delivery Date" means the date on which We make the Service ready for use.

"Software" means any software we supply to you for use in conjunction with the Service, including any upgrades and manuals.

"Term" means the term of this Agreement as specified on the Application Form, commencing on the Service Delivery Date.

2. PROVISION OF SERVICE

2.1 We will provide the Service to You during the Term.

2.2 If You ask Us to provide any part of the Service outside

Normal Working Hours, then We will charge You at Our

applicable hourly rate as set out in the Price List.

2.3 If We are unable to provide You with the Service for technical reasons then we may:

2.3.1 where possible, offer You an alternative Service, or

2.3.2 terminate this agreement without liability to you.

3. SPECIAL PROVISION OF SERVICE

3.1 If in order to meet Your requirements, We need to provide any part of the Service in a manner which is non-standard, then We may at Our sole discretion charge You additional amounts to those specified in the Price List. We will notify You in writing of any additional charges.

3.2 If at Our sole discretion the provision of the Service in a manner which is non-standard requires additional or amended terms and conditions, then We will notify You in writing of them and You agree to be bound by them.

4. USE OF SERVICE

4.1 We may from time to time give You written instructions about the use of the Service that We believe are in the interest of health, safety or quality of Service to You or other customers.

4.2 You or any other person must use the Service in accordance with all laws and regulations relevant to the Service and any instructions that We may notify to You pursuant to paragraph 4.1.

4.3 You must not use the Service or permit any other person to use the Service in breach of instructions We have given You pursuant to paragraph 4.1.

4.4 You must not send messages to any individual who has indicated that he/she does not wish to receive messages from You.

4.5 You must not obscure, alter or delete the source of messages that You send or forge message headers.

4.6 We may give You written notice and immediately suspend the Service:

4.6.1 if it is used in a manner that materially harms the integrity, security or interoperability of the telecommunications network;

4.6.2 if it is used with equipment that is not approved for connection to the telecommunications network;

4.6.3 if directed to do so by any competent authority;

4.6.4 if the Service is used in a manner which contravenes any laws;

4.6.5 if the Service is used for the purposes of or in connection with the commission of a criminal offence; or

4.6.6 if you breach any of the obligations under clause 4, 19 or 20.

4.7 We may vary the technical specification of the Service from time to time.

5. EQUIPMENT

5.1 You are responsible for the safe custody of the Customer Premises Equipment. You must not interfere with it nor allow anybody else to do so, unless authorized in writing by Us. If any part of the Customer Premises Equipment is lost, destroyed or damaged, unless in Our opinion such damage is as a result of fair wear and tear, You must pay for its repair or replacement.

5.2 All Customer Premise Equipment remains Our property.

6. FAULT REPAIR

6.1 We do not warrant that the Service will always be Fault free. You acknowledge that atmospheric pressures, technical problems with the telecommunications network, and other causes beyond our control may interfere with the Service.

6.2 If You detect a Fault in the Service, then You must report it to Us by telephoning the number specified on the Application Form or any other number that We may notify to You.

You must provide Us with details of the nature of the Fault, and the name and telephone number of a person who is Your contact point so that We can inform You of progress. We will not be liable for any failure to correct a Fault which You have failed to notify to Us.

6.3 If You report a Fault in the Service, We will respond to correct the Fault by undertaking one or more of the following actions:

6.3.1 we will provide advice to You by telephone including any tests and checks that You should carry out;

6.3.2 we will carry out diagnostic tests from Our premises; or

6.3.3 we will attend a point in Our network or visit Your Premises if Our previous actions have not rectified the Fault and We at Our sole discretion consider that such a visit is necessary.

6.4 If We undertake work to correct a reported Fault in the Service and find there is no Fault, We may charge You for the work at the applicable hourly rate set out in Our Price List.

6.5 If We agree to attend a reported Fault in the Service outside Our Normal Working Hours, then You will be charged at the applicable hourly rate set out in the Price List.

7. RELOCATION AND RECONFIGURATION

7.1 If You ask Us to relocate or reconfigure the Service then We may either:

7.1.1 agree to Your request provided that You pay Our applicable charges set out in the Price List;

7.1.2 require You to apply for a new Service; or

7.1.3 refuse your request.

8. TERM OF SERVICE

8.1 The Service provided under this Agreement is for the Term, unless terminated under the provisions of paragraph 14. The parties may agree to extend the Term.

9. INTERCONNECTION

9.1 We are only responsible and liable for the Services up to the point of interconnection with other services provided by another service provider. We are only responsible and liable for services under Our direct control and not for any additional services offered by another service provider.

9.2 You are responsible for making any necessary application for service to any other service provider and for complying with their terms and conditions.

9.3 If a service provider requests Us to immediately disconnect a communication session We may do so at Our sole discretion.

10. CHARGES

10.1 All charges for the Service are detailed on the Application Form and in the Price List which can be seen at or obtained from Our main offices or sent to You upon request or as published on Our website.

11. PAYMENT

11.1 The Connection Fee, Installation Kit and Installation Fee must be paid for in advance when signing the Application Form.

11.2 The Monthly Fee must be paid, in respect of the first month - when signing the Application Form, and in respect of subsequent months - monthly in advance.

11.3 The Block Price must be paid when signing the Application Form, and in respect of additional Block Data purchased – before that Block Data is utilized.

11.4 Data usage fees must be paid within 7 days from the date of the invoice.

11.5 All other fees, as shown on the Application Form and

Price list must be paid within 15 days from the date of the invoice.

11.6 Payment methods accepted are: Cash / Credit Card / Direct Transfer into account nominated on invoice.

11.7 Payment is considered complete when it has been received by Us.

11.8 If payment is not made on the due date, interest on arrears is payable from the due date at 10% per annum.

11.9 You are liable to pay all costs incurred by Us in pursuing payment if you fail to pay on the due date.

11.10 Your Service will be immediately suspended or We may terminate Your Service if payment is not made on the due date.

11.11 You continue to be liable to pay all charges that are due in respect of the Service during any period in which You do not comply with this Agreement.

12. CREDIT CHECKS

12.1 You authorize Us to conduct all relevant credit checks and searches and to use any information obtained to enable Us to establish Your credit worthiness

12.2 You agree that We may obtain personal information about You in relation to Your credit worthiness from any relevant reporting agency and We may disclose to such agencies any personal information or other assessment made in relation to Your credit worthiness.

12.3 We may refuse or cancel the supply of products or services on the basis of Your credit assessment.

13. CANCELLATION

13.1 Prior to the Service Delivery Date, this Agreement may be cancelled by You for any reason.

13.2 If you cancel the Agreement under clause 13.1 you must pay a cancellation fee equivalent to the Connection Fee. In addition, We may charge you for any abortive work undertaken and/or money spent to meet Your requests at the rates set out in the Price List.

14. SUSPENSION and TERMINATION

14.1 We may suspend the Service immediately and without notice in an emergency in order to provide or safeguard any service to a hospital or to the emergency or other essential services.

14.2 We may suspend the Service for operational reasons by giving You 24 hours notice.

14.3 We agree to restore the Service as soon as reasonably practicable after the suspension under clauses 14.1 or 14.2.

14.4 We may suspend or terminate the Service if You breach (or We reasonably suspect You have breached) these Terms and Conditions. We will endeavor to give You notice of such suspension or termination. We may, in Our absolute discretion, re-connect You to the Service after such a suspension if You undertake to comply with these Terms and Conditions in the future. We may charge You a re-connection fee in these circumstances.

14.5 You may terminate the Service by giving Us 30 days notice. You must pay for the Service up until the end of the Term.

14.6 If the Service is terminated, You must:

14.6.1 provide Us with safe access to Your Premise and reasonable assistance to allow Us to disconnect the Service;

14.6.2 immediately return the Customer Premises Equipment (or allow Us to collect it);
14.6.3 pay any outstanding charges, including applicable disconnection fees as set out in the Price List; and
14.6.4 cease using and delete Our Software.
14.7 We are under no obligation to return Your Premises to its original condition after the Service is terminated (for example, by removing wall sockets We have installed).

15. INDEMNITY AND LIMITATION OF LIABILITY

15.1 You will be liable to Us and indemnify us for any loss, damage, liability, expense, cost or charge We incur arising from or incurred in connection with:
15.1.1 any fault in or damage to Our Service or Our equipment or software caused by Your negligence or willful misuse, or any unauthorized use of any of the Service or Customer Premises Equipment;
15.1.2 any breach by You of this Agreement;
15.1.3 any claim made against Us or any fine or penalty levied against Us as a result of You using the Service in breach of copyright, in a defamatory manner, in commission of a crime, or for an unlawful purpose; and
15.1.4 a claim by any other person who has an interest in the Premises (for example, your landlord) in respect of the installation, maintenance and removal of the Customer Premises Equipment.
15.2 We are only liable to you where:
15.2.1 Our Service is not supplied with due care and skill; or
15.2.2 Any materials supplied by Us in connection with Our Service (including equipment We provide) are not reasonably fit for the purpose for which they are supplied.
15.3 To the extent permissible by law, all other warranties implied by law, including those implied by the Trade Practice Act 1974 are excluded.
15.4 Our liability under clause 15.2, or under any warranties implied by the Trade Practices Act 1974 which cannot be lawfully excluded, is limited to supplying the Service again or paying the cost of having the Service supplied again. We are not liable to You in tort (including negligence), contract or otherwise for any economic loss, loss of profits, or consequential loss.

16. USE OF YOUR PERSONAL INFORMATION

16.1 We collect and use Personal Information primarily to assess your application for the Service and to supply You with the products and services You order from Us. We also collect and use Personal Information for related (or secondary) purposes including:
16.1.1 billing and account management
16.1.2 business planning and product development;
16.1.3 staff training;
16.1.4 market research; and
16.1.5 To provide You with information about promotions, as well as the products and services of other organizations .
16.2 If You do not provide all the Personal Information We request from You, We may be unable to supply the products or services You have requested, or We may be restricted in the way We supply these products or services to You.
16.3 You authorize Us to disclose Personal Information about You (for the purposes set out in clause 16.1) to:
16.3.1 any corporation related to Us;
16.3.2 Our agents, dealers, contractors, consultants and distributors;
16.3.3 Our suppliers who need access to the Personal Information to provide Us with services, enabling Us to

supply You with the products and services You have ordered;
16.3.4 other organizations with whom we have arrangements for the promotion of our respective products; and
16.3.5 Our joint venture partners.
16.4 We may make any disclosure of Your Personal Information which We are required to or permitted to make by law.
16.5 We may disclose aggregated anonymous data about Our customers to potential investors and researchers.
16.6 If You wish only to receive communications that are account-related or legally required, You may request not to receive other communications at any time by letting Us know of Your request.
16.7 For the purpose of processing Your application and ongoing credit management of Your Account, You authorize us to disclose to a credit-reporting agency:
16.7.1 personal identifying details, including Your name, current and previous addresses, driver's license number, date of birth and employer;
16.7.2 the fact You have applied for Our service, and any credit limit on Your account;
16.7.3 the amount of payments which are overdue for at least sixty (60) days, when steps have been taken by Us to recover those overdue payments;
16.7.4 where an overdue payment has been previously reported, advice that the payment is no longer overdue;
16.7.5 checks or credit card payments that have been dishonored;
16.7.6 court judgments or bankruptcy orders made against You;
16.7.7 that, in Our opinion, You have committed a serious credit infringement; and
16.7.8 when We cease to provide products or services to You.
16.7.9 All contract terms either twelve (12) or twenty four (24) months must be renewed thirty (30) days prior to their completion or account termination may result.

17. DISPUTES

17.1 You may complain about the Service in writing or by calling one of Our customer service representatives. We will endeavor to resolve Your complaint. If We are not able to resolve Your complaint to Your satisfaction, You may refer Your complaint to:
Virginia Office of Consumer Affairs
PO Box 1163
Richmond, VA. 23218
1-800-552-9963

18. GENERAL

18.1 We do not waive Our rights under these Terms unless the waiver is in writing and signed by an authorized representative of Ours.
18.2 Any provision of these Terms that is void, voidable or unenforceable may be severed from these Terms and the remainder of these Terms will continue unaffected.
18.3 If We are going to communicate with You by email, any email communications will be sent to Your Contact Email Address shown on the Application Form, or any other address notified by You to Us in writing. You agree to monitor this email account regularly to retrieve and review these communications.
18.4 We may pay a commission to a person who introduces You to the Service.
18.5 These Terms are governed by the laws of the State of Virginia and You submit to the non-exclusive jurisdiction of the courts of that State.

19. ILLEGAL ACTIVITY

19.1 You must not use the Service or permit any person to use the Service:

19.1.1 for any activity that breaches any law or violates any local, state, federal or international law, order or regulation;

19.1.2 for uploading, posting, downloading, disseminating or

accessing material containing detailed instruction in crime, drug use, child pornography, or obscene material;

19.1.3 for the purpose of causing harassment or annoyance to any person;

19.1.4 for posting or disseminating material which violates the copyright or other intellectual property rights of others;

19.1.5 in a manner which is defamatory, or in breach of any obligation of confidence or privacy which you have to another person;

19.1.6 to send unsolicited advertising material;

19.1.7 to engage in pyramid selling or illegal soliciting schemes; or

19.1.10 for fraudulent activities, including impersonating any person or entity or forging anyone else's digital or written signature.

20. SECURITY

20.1 You are responsible for any misuse of the Services therefore You must take reasonable steps to ensure that others do not gain unauthorized access to the Service through Your account.

20.2 The Service must not be used to obtain or attempt to obtain unauthorized access to any computer, system or network.

20.3 Use (or attempts to use) or distribution of tools designed for compromising security (such as password guessing programs, or cracking tools) is prohibited.

20.4 You must not interfere (or attempt to interfere) with the regular workings of Our systems or network connections.

20.5 You must not use (or attempt to use) the Service in a manner that may interfere with the technical operation of the Service or any other computer, system, network or telecommunications services.

20.6 You are solely responsible for the security of any device You choose to connect to the Service, including any data stored on that device.

20.7 You must notify Us immediately of any unauthorized or attempted unauthorized use of Your Service and any other breach or attempted breach of security.

21. RISKS OF THE INTERNET

21.1 You must bear all risk associated with the activities that You can perform when accessing the Internet that may be harmful or cause loss to You or Your equipment. Without limiting the above, We are not liable to You if your computer becomes infected by a virus or your personal information is used by another person in an unauthorized manner.

22. SOFTWARE LICENSES

22.1 Subject to You paying all charges in accordance with clauses 10 and 11, We grant You a revocable non-exclusive license to use the Software only in conjunction with Our Service, in accordance with the terms of this Agreement (license). You may only use the Software on the number of PCs corresponding to the number of users you have requested and paid for.

22.2 Your license does not include the right to updates, upgrades or other enhancements unless otherwise advised by Us.

22.3 You must not sub-license, assign, share, sell, rent, lease or otherwise transfer Your right to use the Software.

22.4 Other than as allowed by the Copyright Act, You must not copy, translate, adapt, modify, alter, decompile, disassemble, or otherwise reverse engineer or create any derivative work of the Software, merge the Software or any part thereof with any other software or change any software in whole or in part, nor allow any other person to do so. You must not alter or remove any copyright or other intellectual property notifications applied to the Software.

22.5 You acknowledge that the Software and the copyright, and other intellectual property rights of whatever nature in the Software are not Your property and contain valuable proprietary information and trade secrets and that this license confers no title or ownership in the Software and no rights in any associated source code, and is not a sale of any rights in Software.

22.6 We may terminate Your license in the Software upon notice for failure to comply with any of the terms contained in this clause 22.

22.7 Use of the Software other than in accordance with this clause is prohibited.

22.8 Any software that is provided to You directly by a third party is subject to the terms and conditions accompanying that software.

23. OWNERSHIP AND USE OF OUR SERVICE FACILITIES

23.1 The Customer Premises Equipment remains Our property of at all times. You must ensure that You do not cause damage to it.

23.2 For the purposes of any regulations made for the purposes of sub-section 22(1) of the Telecommunications Act and in any event, the boundary of Our telecommunications network is the wall-plate in Your premise or such other point as we may advise on reasonable notice.

23.3 You must not remove any marking which identifies the Customer Premises Equipment as belonging to Us.

23.4 You must provide a suitable place and conditions for the Customer Premises Equipment at Your Expense.

23.5 If You do not own Your premises, You must obtain the owner's consent to the installation of the Customer Premises Equipment, and use Your best endeavors' to ensure that the owner of Your premises complies with these Terms and Conditions. If Your premises are sold, You must notify the buyer before the contract is signed that the Customer Premises Equipment is Ours, and use Your best endeavors to ensure that the buyer agrees to observe these Terms and Conditions.

24. SERVICE AND MAINTENANCE

24.1 If You experience a problem with the Service or Customer Premises Equipment, You should report it to Our Help Desk.

25. MATTERS BEYOND REASONABLE CONTROL

25.1 We are not liable for any breach of this agreement which is caused by a matter beyond Our reasonable control including but not limited to Act of God, fire, lightning, explosion, flood, industrial disputes, extremely severe weather, civil commotion, enemy action, acts of Government or other competent authorities, or faults in or failure of the telecommunications network.

26. VARIATION

26.1 We may vary the terms or conditions of this Agreement at any time. We will publish details on Our website at least 14 days before the change is to take effect.

27. WAIVER

27.1 If either party fails to exercise or enforce any right conferred by this agreement, it shall not be deemed to be a waiver of these rights nor bar the exercise or enforcement of them on any later occasion. If We waive a particular breach of this agreement by You, that waiver is limited to the particular breach.

28. ASSIGNMENT

28.1 You must not transfer or assign the Agreement.

29. CUSTOMER PLAN CHANGES

29.1 A fee of \$30.00 will apply to all customers who wish to decrease their month plan. All plan increase will incur no fees.

Office Phone: 434-374-3104

Email: info@tiametcomm.com

Signed as read and in agreement:

Dated: _____

(Signature)

(please print name)

Terms and Conditions of:
Tiamet Communications, LLC.
3784 Shiney Rock Rd
Clarksville, VA. 23927

Effective as of June 1, 2007