**ALL INTERNET AND DATA CONNECTIONS DELIVERED BY ADVANCED WIRELESS**

**1.**0 DEDICATED INTERNET ACCESS SERVICE

1.1 Description of Service: Dedicated Internet Access (“DIA”) Service (“Service”), which includes Point to Point Licensed Spectrum Fixed Wireless, Point to Point Unlicensed Spectrum Fixed Wireless, Point to Multipoint Licensed Spectrum Fixed Wireless, Point to Multipoint Unlicensed Spectrum Fixed Wireless, T1, DS-3, Ethernet, Fast Ethernet, and Gigabit Ethernet, provides Internet access to the Customer via either a wireless radio frequency link, cross-connect, or a local loop from the Customer Premises router to a port on the ADVANCED WIRELESS Internet access network interface. Service may accommodate special routing access requests by the Customer and/or by ADVANCED WIRELESS.

1.2 DIA Equipment and Maintenance: Service must terminate into a ADVANCED WIRELESS -approved router on the customer premises (CPE). A CPE router is required for the exchange of traffic between the ADVANCED WIRELESS Network and the Customer and may be furnished by Customer or provided by ADVANCED WIRELESS at either no additional charge or for a monthly recurring fee, depending on the speed of Service. If provided by ADVANCED WIRELESS, ADVANCED WIRELESS will maintain, manage and support all DIA Equipment, including all associated device configurations and operational usernames and passwords. Customer must provide ADVANCED WIRELESS with unrestricted access to ADVANCED WIRELESS -provided DIA Equipment for purposes of testing, upgrading, and other maintenance activities. Customer will provide continuous electrical service to ADVANCED WIRELESS -provided DIA equipment. ADVANCED WIRELESS will not be responsible for management of ADVANCED WIRELESS -provided DIA Equipment if Customer has modified the DIA Equipment, including making any configuration changes. Customers who choose to provide their own DIA routers will be solely responsible for all router maintenance, management, and support. In addition, Customer must provide a single Layer-3 (IP) interface on Customer provided DIA router for the termination of Service. ADVANCED WIRELESS will configure a single IP address on the single Layer-3 IP interface. Multiple Layer-3 or Layer-2 interfaces may not be used to connect directly to any single DIA Service circuit.

1.3 DIA Service Demarcation: The point of demarcation for Service is the physical network location to which the Customer provided DIA router is connected or, if DIA Equipment is furnished by ADVANCED WIRELESS, the LAN port at which interconnection takes place. Customer will provide ADVANCED WIRELESS with access to Customer’s premises, as necessary, to facilitate Service installation, testing and maintenance requirements.

1.4 Service Provisioning: If the Company, in its sole discretion, decides to provide via copper facilities acquired from a serving Local Exchange Carrier and subsequently ascertains that said facilities are unavailable for use, the Company may cancel the Service Order Agreement or Master Service Order Agreement without liability and without any further obligation to Customer.

1.5 Service Use: Service use is limited to Customer and its End Users.

1.6 Notices: Customer shall notify ADVANCED WIRELESS within five (5) days of any information or notices served on Customer that might adversely affect ADVANCED WIRELESS including, but not limited to, notices of any claims or proceedings that involve Service. In addition, Customer shall promptly notify ADVANCED WIRELESS of any errors, “bugs,” or Service problems of which Customer becomes aware when using Service.

1.7 Disclaimers: ADVANCED WIRELESS exercises no control over, and therefore accepts no responsibility for information or content passing through the Company’s host computers, ADVANCED WIRELESS Network hubs and POPs (the “ADVANCED WIRELESS Network”). EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1.12 INFRA, ADVANCED WIRELESS MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE OR EQUIPMENT IT PROVIDES, AND IT DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ADVANCED WIRELESS expressly denies any responsibility for the accuracy or quality of information obtained by Customer or its End-Users through the use of Service. The use of any information obtained via the ADVANCED WIRELESS Network is at Customer’s and End User’s own risk.

1.8 Term and Termination

1.8.1 Service Commencement: ADVANCED WIRELESS will notify Customer when: (a) Service is installed or connected, successfully tested, and available for Customer use; and (b) if ADVANCED WIRELESS is installing DIA Equipment, that the DIA Equipment has been installed and is operational. Billing will begin on the Start of Service Date regardless of whether Customer is prepared to use Service. ADVANCED WIRELESS shall not be liable for any damages of any nature resulting from delays in meeting requested or specified service dates or its inability to provide Service.

1.8.2 Term: The minimum term of Service is one (1) year beginning on the Start of Service Date. Unless one Party notifies the other in writing at least thirty (30) days prior to the expiration of the original or any renewal term of Service that it intends not to renew Service, Service shall automatically renew for the same term of Service period at the same pricing, terms and conditions.

1.9 Cancellation and Termination Charges.

1.9.1 If Customer cancels Service after an order has been placed but before the Start of Service Date, Customer will (a) pay ADVANCED WIRELESS one (1) month’s monthly recurring charges for Service, plus any applicable service ordering and installation charges incurred by ADVANCED WIRELESS in undertaking to provision Service, and (b) return, at Customer’s expense, any ADVANCED WIRELESS equipment in the same condition as when it initially was delivered and installed, reasonable wear and tear excepted, as well as any software or other materials provided by Company.

1.9.2 If Customer terminates Service after the Start of Service Date, Customer must pay for all charges associated with the ordering and installation of Service, as well as the first month’s recurring charges and for the monthly recurring charges for the remainder of the Service term, unless the Customer’s termination is for cause. In addition, Customer will return, at its expense, any ADVANCED WIRELESS equipment in the same condition as when it initially was delivered and installed, reasonable wear and tear excepted, as well as any software or other materials provided by the Company.

1.9.3 Customer agrees that the damages specified in Sections 1.9.1 and 1.9.2 are difficult or impossible to ascertain with certainty and, therefore, the damages specified therein are intended to serve as liquidated damages and not a penalty.

1.10 Acceptable Use Policy

1.10.1 Customer acknowledges it has reviewed the Company’s Acceptable Use Policy (“AUP”). Said Policy, which may be amended by ADVANCED WIRELESS from time to time, is incorporated by reference herein and binding on Customer.

1.11 Pricing

1.11.1 Pricing for DIA Service is as set forth in the applicable Service Order and may vary depending on port speed, access costs or DIA Equipment costs required to deliver DIA Service to Customer.

1.11.2 Committed Data Rate: If Customer selects a burstable Service and a minimum per Mbps data rate (“Committed Data Rate”) applies to a particular IP port, Customer’s per-port usage of Service (both Send Traffic and Receive Traffic) via such port will be sampled every five (5) minutes for the previous five (5) minute period. At the end of each monthly billing period, the top five percent (5%) of Send Traffic and Receive Traffic samples for such port will be discarded. The higher of the resulting ninety-fifth (95th) percentile value for Send Traffic or Receive Traffic for such port will be compared to the Committed Data Rate applicable to the port. If the ninety-fifth (95th) percentile of either Send Traffic or Receive Traffic is higher than the applicable Committed Data Rate, Customer, in addition to being liable for the Committed Data Rate, will be liable for payment at the ninety-fifth (95th) percentile level for any usage in excess of the Committed Data Rate at the contracted per Mbps rate. For the purposes of this Exhibit, “Receive Traffic” means traffic from any origination point that is received by Customer from the ADVANCED WIRELESS IP Network and “Send Traffic” means traffic from any origination point that is sent by Customer onto the ADVANCED WIRELESS IP Network.

1.12 Service Level Agreement (“SLA”)

1.12.1 Customer acknowledges it has reviewed the Service Level Agreement (“SLA”) . Said SLA, which may be amended from time to time, is incorporated by reference herein and is binding on ADVANCED WIRELESS and Customer.

1.13 Network Numbers and Domain Name Policies

1.13.1 The ADVANCED WIRELESS Domain Name and TCP/IP Addresses provided in connection with Service remain the property of ADVANCED WIRELESS and upon Service termination, Customer’s right to use ADVANCED WIRELESS Domain Name and TCP/IP Addresses will cease. Unless otherwise mutually agreed in writing, Customer at all times is responsible for maintaining its own Domain Name when purchasing Service and for paying all charges associated with the Domain Name, including charges billed to Customer for Domain Name registration by third parties.

1.13.2 ADVANCED WIRELESS will have sole and exclusive discretion with regard to the Internet routing of ADVANCED WIRELESS -provided IP addresses.

1.14 Software License

1.14.1 Customer will not reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine, or attempt to determine, source code from any ADVANCED WIRELESS or third party software, nor will it permit or authorize any third party to do so. Title to such software, and all related technical know-how and intellectual property rights therein, will remain the exclusive property of ADVANCED WIRELESS and/or its suppliers. Customer must not take any action to jeopardize, limit or interfere in any manner with ADVANCED WIRELESS’s or a supplier’s ownership rights with respect to any licensed software.

1.14.2 ADVANCED WIRELESS PROVIDES, AND CUSTOMER HEREBY ACCEPTS, ANY ADVANCED WIRELESS OR THIRD PARTY SOFTWARE PROVIDED TO OR USED BY CUSTOMER IN CONNECTION WITH SERVICE “AS IS,” WITH NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN MAY BE INTERPRETED TO ENHANCE OR CREATE ANY WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE. ADVANCED WIRELESS DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE AND ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CUSTOMER UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CUSTOMER’S REQUIREMENTS OR EXPECTATIONS.

1.15 Limitation of Liability

1.15.1 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM CUSTOMER’S OR CUSTOMER’S ENDUSERS’ USE OF THE ADVANCED WIRELESS NETWORK AND SERVICE INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES OR SERVICE INTERRUPTIONS. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CUSTOMER’S SOLE REMEDIES FOR ANY CLAIMS RELATING TO SERVICE OR THE ADVANCED WIRELESS NETWORK ARE LIMITED TO CREDIT OUTAGE ALLOWANCES FOR WHICH THE CUSTOMER MAY BE ELIGIBLE.

1.15.2 ADVANCED WIRELESS 1.0 DEDICATED INTERNET ACCESS SERVICE

1.1 Description of Service: Dedicated Internet Access (“DIA”) Service (“Service”), which includes Point to Point Licensed Spectrum Fixed Wireless, Point to Point Unlicensed Spectrum Fixed Wireless, Point to Multipoint Licensed Spectrum Fixed Wireless, Point to Multipoint Unlicensed Spectrum Fixed Wireless, T1, DS-3, Ethernet, Fast Ethernet, and Gigabit Ethernet, provides Internet access to the Customer via either a wireless radio frequency link, cross-connect, or a local loop from the Customer Premises router to a port on the ADVANCED WIRELESS Internet access network interface. Service may accommodate special routing access requests by the Customer and/or by ADVANCED WIRELESS.

1.2 DIA Equipment and Maintenance: Service must terminate into a ADVANCED WIRELESS -approved router on the customer premises (CPE). A CPE router is required for the exchange of traffic between the ADVANCED WIRELESS Network and the Customer and may be furnished by Customer or provided by ADVANCED WIRELESS at either no additional charge or for a monthly recurring fee, depending on the speed of Service. If provided by ADVANCED WIRELESS, ADVANCED WIRELESS will maintain, manage and support all DIA Equipment, including all associated device configurations and operational usernames and passwords. Customer must provide ADVANCED WIRELESS D with unrestricted access to ADVANCED WIRELESS -provided DIA Equipment for purposes of testing, upgrading, and other maintenance activities. Customer will provide continuous electrical service to ADVANCED WIRELESS -provided DIA equipment. ADVANCED WIRELESS will not be responsible for management of ADVANCED WIRELESS -provided DIA Equipment if Customer has modified the DIA Equipment, including making any configuration changes. Customers who choose to provide their own DIA routers will be solely responsible for all router maintenance, management, and support. In addition, Customer must provide a single Layer-3 (IP) interface on Customer provided DIA router for the termination of Service. ADVANCED WIRELESS will configure a single IP address on the single Layer-3 IP interface. Multiple Layer-3 or Layer-2 interfaces may not be used to connect directly to any single DIA Service circuit.

1.3 DIA Service Demarcation: The point of demarcation for Service is the physical network location to which the Customer provided DIA router is connected or, if DIA Equipment is furnished by ADVANCED WIRELESS, the LAN port at which interconnection takes place. Customer will provide ADVANCED WIRELESS with access to Customer’s premises, as necessary, to facilitate Service installation, testing and maintenance requirements.

1.4 Service Provisioning: If the Company, in its sole discretion, decides to provide via copper facilities acquired from a serving Local Exchange Carrier and subsequently ascertains that said facilities are unavailable for use, the Company may cancel the Service Order Agreement or Master Service Order Agreement without liability and without any further obligation to Customer.

1.5 Service Use: Service use is limited to Customer and its End Users.

1.6 Notices: Customer shall notify ADVANCED WIRELESS within five (5) days of any information or notices served on Customer that might adversely affect ADVANCED WIRELESS including, but not limited to, notices of any claims or proceedings that involve Service. In addition, Customer shall promptly notify ADVANCED WIRELESS of any errors, “bugs,” or Service problems of which Customer becomes aware when using Service.

1.7 Disclaimers: ADVANCED WIRELESS exercises no control over, and therefore accepts no responsibility for information or content passing through the Company’s host computers ADVANCED WIRELESS Network hubs and POPs (the “ADVANCED WIRELESS Network”). EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1.12 INFRA, ADVANCED WIRELESS MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE OR EQUIPMENT IT PROVIDES, AND IT DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ADVANCED WIRELESS expressly denies any responsibility for the accuracy or quality of information obtained by Customer or its End-Users through the use of Service. The use of any information obtained via the ADVANCED WIRELESS Network is at Customer’s and End User’s own risk.

1.8 Term and Termination

1.8.1 Service Commencement: ADVANCED WIRELESS will notify Customer when: (a) Service is installed or connected, successfully tested, and available for Customer use; and (b) if ADVANCED WIRELESS is installing DIA Equipment, that the DIA Equipment has been installed and is operational. Billing will begin on the Start of Service Date regardless of whether Customer is prepared to use Service. ADVANCED WIRELESS shall not be liable for any damages of any nature resulting from delays in meeting requested or specified service dates or its inability to provide Service.

1.8.2 Term: The minimum term of Service is one (1) year beginning on the Start of Service Date. Unless one Party notifies the other in writing at least thirty (30) days prior to the expiration of the original or any renewal term of Service that it intends not to renew Service, Service shall automatically renew for the same term of Service period at the same pricing, terms and conditions.

1.9 Cancellation and Termination Charges.

1.9.1 If Customer cancels Service after an order has been placed but before the Start of Service Date, Customer will (a) pay ADVANCED WIRELESS one (1) month’s monthly recurring charges for Service, plus any applicable service ordering and installation charges incurred by ADVANCED WIRELESS in undertaking to provision Service, and (b) return, at Customer’s expense, any ADVANCED WIRELESS equipment in the same condition as when it initially was delivered and installed, reasonable wear and tear excepted, as well as any software or other materials provided by Company.

1.9.2 If Customer terminates Service after the Start of Service Date, Customer must pay for all charges associated with the ordering and installation of Service, as well as the first month’s recurring charges and for the monthly recurring charges for the remainder of the Service term, unless the Customer’s termination is for cause. In addition, Customer will return, at its expense, any ADVANCED WIRELESS equipment in the same condition as when it initially was delivered and installed, reasonable wear and tear excepted, as well as any software or other materials provided by the Company.

1.9.3 Customer agrees that the damages specified in Sections 1.9.1 and 1.9.2 are difficult or impossible to ascertain with certainty and, therefore, the damages specified therein are intended to serve as liquidated damages and not a penalty.

1.10 Acceptable Use Policy

1.10.1 Customer acknowledges it has reviewed the Company’s Acceptable Use Policy (“AUP”) located at (http://www.risebroadband.com). Said Policy, which may be amended by ADVANCED WIRELESS from time to time, is incorporated by reference herein and binding on Customer.

1.11 Pricing

1.11.1 Pricing for DIA Service is as set forth in the applicable Service Order and may vary depending on port speed, access costs or DIA Equipment costs required to deliver DIA Service to Customer.

1.11.2 Committed Data Rate: If Customer selects a burstable Service and a minimum per Mbps data rate (“Committed Data Rate”) applies to a particular IP port, Customer’s per-port usage of Service (both Send Traffic and Receive Traffic) via such port will be sampled every five (5) minutes for the previous five (5) minute period. At the end of each monthly billing period, the top five percent (5%) of Send Traffic and Receive Traffic samples for such port will be discarded. The higher of the resulting ninety-fifth (95th) percentile value for Send Traffic or Receive Traffic for such port will be compared to the Committed Data Rate applicable to the port. If the ninety-fifth (95th) percentile of either Send Traffic or Receive Traffic is higher than the applicable Committed Data Rate, Customer, in addition to being liable for the Committed Data Rate, will be liable for payment at the ninety-fifth (95th) percentile level for any usage in excess of the Committed Data Rate at the contracted per Mbps rate. For the purposes of this Exhibit, “Receive Traffic” means traffic from any origination point that is received by Customer from the ADVANCED WIRELESS IP Network and “Send Traffic” means traffic from any origination point that is sent by Customer onto the ADVANCED WIRELESS IP Network.

1.12 Service Level Agreement (“SLA”)

1.12.1 Customer acknowledges it has reviewed the Service Level Agreement (“SLA”) located at http://www.risebroadband.com. Said SLA, which may be amended from time to time, is incorporated by reference herein and is binding on ADVANCED WIRELESS and Customer.

1.13 Network Numbers and Domain Name Policies

1.13.1 The ADVANCED WIRELESS Domain Name and TCP/IP Addresses provided in connection with Service remain the property of ADVANCED WIRELESS and upon Service termination, Customer’s right to use ADVANCED WIRELESS Domain Name and TCP/IP Addresses will cease. Unless otherwise mutually agreed in writing, Customer at all times is responsible for maintaining its own Domain Name when purchasing Service and for paying all charges associated with the Domain Name, including charges billed to Customer for Domain Name registration by third parties.

1.13.2 ADVANCED WIRELESS will have sole and exclusive discretion with regard to the Internet routing of ADVANCED WIRELESS -provided IP addresses.

1.14 Software License

1.14.1 Customer will not reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine, or attempt to determine, source code from any ADVANCED WIRELESS or third party software, nor will it permit or authorize any third party to do so. Title to such software, and all related technical know-how and intellectual property rights therein, will remain the exclusive property of ADVANCED WIRELESS and/or its suppliers. Customer must not take any action to jeopardize, limit or interfere in any manner with ADVANCED WIRELESS’s or a supplier’s ownership rights with respect to any licensed software.

1.14.2 ADVANCED WIRELESS PROVIDES, AND CUSTOMER HEREBY ACCEPTS, ANY ADVANCED WIRELESS OR THIRD PARTY SOFTWARE PROVIDED TO OR USED BY CUSTOMER IN CONNECTION WITH SERVICE “AS IS,” WITH NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN MAY BE INTERPRETED TO ENHANCE OR CREATE ANY WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE. ADVANCED WIRELESS DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE AND ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CUSTOMER UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CUSTOMER’S REQUIREMENTS OR EXPECTATIONS.

1.15 Limitation of Liability

1.15.1 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM CUSTOMER’S OR CUSTOMER’S ENDUSERS’ USE OF THE ADVANCED WIRELESS NETWORK AND SERVICE INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES OR SERVICE INTERRUPTIONS. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CUSTOMER’S SOLE REMEDIES FOR ANY CLAIMS RELATING TO SERVICE OR THE ADVANCED WIRELESS NETWORK ARE LIMITED TO CREDIT OUTAGE ALLOWANCES FOR WHICH THE CUSTOMER MAY BE ELIGIBLE.

1.15.2 ADVANCED WIRELESS will not be liable for any action it takes to remove or restrict access to obscene, indecent or offensive content made available by Customer, nor for any action taken to restrict access to material made available in violation of any law, regulation or rights of a third party including, but not limited to, rights under the copyright law and prohibitions on libel, slander and invasion of privacy.

1.16 Indemnification

1.16.1 Customer will indemnify, defend and hold ADVANCED WIRELESS 1.0 DEDICATED INTERNET ACCESS SERVICE

1.1 Description of Service: Dedicated Internet Access (“DIA”) Service (“Service”), which includes Point to Point Licensed Spectrum Fixed Wireless, Point to Point Unlicensed Spectrum Fixed Wireless, Point to Multipoint Licensed Spectrum Fixed Wireless, Point to Multipoint Unlicensed Spectrum Fixed Wireless, T1, DS-3, Ethernet, Fast Ethernet, and Gigabit Ethernet, provides Internet access to the Customer via either a wireless radio frequency link, cross-connect, or a local loop from the Customer Premises router to a port on the ADVANCED WIRELESS Internet access network interface. Service may accommodate special routing access requests by the Customer and/or by ADVANCED WIRELESS.

1.2 DIA Equipment and Maintenance: Service must terminate into a ADVANCED WIRELESS -approved router on the customer premises (CPE). A CPE router is required for the exchange of traffic between the ADVANCED WIRELESS Network and the Customer and may be furnished by Customer or provided by ADVANCED WIRELESS at either no additional charge or for a monthly recurring fee, depending on the speed of Service. If provided by ADVANCED WIRELESS, ADVANCED WIRELESS will maintain, manage and support all DIA Equipment, including all associated device configurations and operational usernames and passwords. Customer must provide ADVANCED WIRELESS with unrestricted access to ADVANCED WIRELESS -provided DIA Equipment for purposes of testing, upgrading, and other maintenance activities. Customer will provide continuous electrical service to ADVANCED WIRELESS -provided DIA equipment. ADVANCED WIRELESS will not be responsible for management of ADVANCED WIRELESS -provided DIA Equipment if Customer has modified the DIA Equipment, including making any configuration changes. Customers who choose to provide their own DIA routers will be solely responsible for all router maintenance, management, and support. In addition, Customer must provide a single Layer-3 (IP) interface on Customer provided DIA router for the termination of Service. ADVANCED WIRELESS will configure a single IP address on the single Layer-3 IP interface. Multiple Layer-3 or Layer-2 interfaces may not be used to connect directly to any single DIA Service circuit.

1.3 DIA Service Demarcation: The point of demarcation for Service is the physical network location to which the Customer provided DIA router is connected or, if DIA Equipment is furnished by ADVANCED WIRELESS, the LAN port at which interconnection takes place. Customer will provide ADVANCED WIRELESS with access to Customer’s premises, as necessary, to facilitate Service installation, testing and maintenance requirements.

1.4 Service Provisioning: If the Company, in its sole discretion, decides to provide via copper facilities acquired from a serving Local Exchange Carrier and subsequently ascertains that said facilities are unavailable for use, the Company may cancel the Service Order Agreement or Master Service Order Agreement without liability and without any further obligation to Customer.

1.5 Service Use: Service use is limited to Customer and its End Users.

1.6 Notices: Customer shall notify ADVANCED WIRELESS within five (5) days of any information or notices served on Customer that might adversely affect ADVANCED WIRELESS including, but not limited to, notices of any claims or proceedings that involve Service. In addition, Customer shall promptly notify ADVANCED WIRELESS of any errors, “bugs,” or Service problems of which Customer becomes aware when using Service.

1.7 Disclaimers: ADVANCED WIRELESS exercises no control over, and therefore accepts no responsibility for information or content passing through the Company’s host computers, ADVANCED WIRELESS Network hubs and POPs (the “ADVANCED WIRELESS Network”). EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1.12 INFRA, ADVANCED WIRELESS MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE OR EQUIPMENT IT PROVIDES, AND IT DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ADVANCED WIRELESS expressly denies any responsibility for the accuracy or quality of information obtained by Customer or its End-Users through the use of Service. The use of any information obtained via the ADVANCED WIRELESS Network is at Customer’s and End User’s own risk.

1.8 Term and Termination

1.8.1 Service Commencement ADVANCED WIRELESS will notify Customer when: (a) Service is installed or connected, successfully tested, and available for Customer use; and (b) if ADVANCED WIRELESS is installing DIA Equipment, that the DIA Equipment has been installed and is operational. Billing will begin on the Start of Service Date regardless of whether Customer is prepared to use Service. ADVANCED WIRELESS shall not be liable for any damages of any nature resulting from delays in meeting requested or specified service dates or its inability to provide Service.

1.8.2 Term: The minimum term of Service is one (1) year beginning on the Start of Service Date. Unless one Party notifies the other in writing at least thirty (30) days prior to the expiration of the original or any renewal term of Service that it intends not to renew Service, Service shall automatically renew for the same term of Service period at the same pricing, terms and conditions.

1.9 Cancellation and Termination Charges.

1.9.1 If Customer cancels Service after an order has been placed but before the Start of Service Date, Customer will (a) pay ADVANCED WIRELESS one (1) month’s monthly recurring charges for Service, plus any applicable service ordering and installation charges incurred by ADVANCED WIRELESS in undertaking to provision Service, and (b) return, at Customer’s expense, any ADVANCED WIRELESS equipment in the same condition as when it initially was delivered and installed, reasonable wear and tear excepted, as well as any software or other materials provided by Company.

1.9.2 If Customer terminates Service after the Start of Service Date, Customer must pay for all charges associated with the ordering and installation of Service, as well as the first month’s recurring charges and for the monthly recurring charges for the remainder of the Service term, unless the Customer’s termination is for cause. In addition, Customer will return, at its expense, any ADVANCED WIRELESS equipment in the same condition as when it initially was delivered and installed, reasonable wear and tear excepted, as well as any software or other materials provided by the Company.

1.9.3 Customer agrees that the damages specified in Sections 1.9.1 and 1.9.2 are difficult or impossible to ascertain with certainty and, therefore, the damages specified therein are intended to serve as liquidated damages and not a penalty.

1.10 Acceptable Use Policy

1.10.1 Customer acknowledges it has reviewed the Company’s Acceptable Use Policy (“AUP”) located at (http://www.risebroadband.com). Said Policy, which may be amended by ADVANCED WIRELESS from time to time, is incorporated by reference herein and binding on Customer.

1.11 Pricing

1.11.1 Pricing for DIA Service is as set forth in the applicable Service Order and may vary depending on port speed, access costs or DIA Equipment costs required to deliver DIA Service to Customer.

1.11.2 Committed Data Rate: If Customer selects a burstable Service and a minimum per Mbps data rate (“Committed Data Rate”) applies to a particular IP port, Customer’s per-port usage of Service (both Send Traffic and Receive Traffic) via such port will be sampled every five (5) minutes for the previous five (5) minute period. At the end of each monthly billing period, the top five percent (5%) of Send Traffic and Receive Traffic samples for such port will be discarded. The higher of the resulting ninety-fifth (95th) percentile value for Send Traffic or Receive Traffic for such port will be compared to the Committed Data Rate applicable to the port. If the ninety-fifth (95th) percentile of either Send Traffic or Receive Traffic is higher than the applicable Committed Data Rate, Customer, in addition to being liable for the Committed Data Rate, will be liable for payment at the ninety-fifth (95th) percentile level for any usage in excess of the Committed Data Rate at the contracted per Mbps rate. For the purposes of this Exhibit, “Receive Traffic” means traffic from any origination point that is received by Customer from the ADVANCED WIRELESS IP Network and “Send Traffic” means traffic from any origination point that is sent by Customer onto the ADVANCED WIRELESS IP Network.

1.12 Service Level Agreement (“SLA”)

1.12.1 Customer acknowledges it has reviewed the Service Level Agreement (“SLA”) located at http://www.risebroadband.com. Said SLA, which may be amended from time to time, is incorporated by reference herein and is binding on ADVANCED WIRELESS and Customer.

1.13 Network Numbers and Domain Name Policies

1.13.1 The ADVANCED WIRELESS Domain Name and TCP/IP Addresses provided in connection with Service remain the property of ADVANCED WIRELESS and upon Service termination, Customer’s right to use ADVANCED WIRELESS Domain Name and TCP/IP Addresses will cease. Unless otherwise mutually agreed in writing, Customer at all times is responsible for maintaining its own Domain Name when purchasing Service and for paying all charges associated with the Domain Name, including charges billed to Customer for Domain Name registration by third parties.

1.13.2 ADVANCED WIRELESS will have sole and exclusive discretion with regard to the Internet routing of ADVANCED WIRELESS -provided IP addresses.

1.14 Software License

1.14.1 Customer will not reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine, or attempt to determine, source code from any ADVANCED WIRELESS or third party software, nor will it permit or authorize any third party to do so. Title to such software, and all related technical know-how and intellectual property rights therein, will remain the exclusive property of ADVANCED WIRELESS and/or its suppliers. Customer must not take any action to jeopardize, limit or interfere in any manner with ADVANCED WIRELESS’s or a supplier’s ownership rights with respect to any licensed software.

1.14.2 ADVANCED WIRELESS PROVIDES, AND CUSTOMER HEREBY ACCEPTS, ANY ADVANCED WIRELESS OR THIRD PARTY SOFTWARE PROVIDED TO OR USED BY CUSTOMER IN CONNECTION WITH SERVICE “AS IS,” WITH NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN MAY BE INTERPRETED TO ENHANCE OR CREATE ANY WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE. ADVANCED WIRELESS DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE AND ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CUSTOMER UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CUSTOMER’S REQUIREMENTS OR EXPECTATIONS.

1.15 Limitation of Liability

1.15.1 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM CUSTOMER’S OR CUSTOMER’S ENDUSERS’ USE OF THE RISE BROADBAND NETWORK AND SERVICE INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES OR SERVICE INTERRUPTIONS. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CUSTOMER’S SOLE REMEDIES FOR ANY CLAIMS RELATING TO SERVICE OR THE ADVANCED WIRELESS NETWORK ARE LIMITED TO CREDIT OUTAGE ALLOWANCES FOR WHICH THE CUSTOMER MAY BE ELIGIBLE.

1.15.2 ADVANCED WIRELESS will not be liable for any action it takes to remove or restrict access to obscene, indecent or offensive content made available by Customer, nor for any action taken to restrict access to material made available in violation of any law, regulation or rights of a third party including, but not limited to, rights under the copyright law and prohibitions on libel, slander and invasion of privacy.

1.16 Indemnification

1.16.1 Customer will indemnify, defend and hold ADVANCED WIRELESS and its officers, directors, employees, agents, affiliates and suppliers harmless from and against any claims, actions, demands, losses, damages and expenses, including attorney’s fees, relating to any violation including, but not limited to, a breach by Customer, its End Users or other users of its account of their obligations with regard to Service, the placement or transmission of any message, information, software or other materials on the Internet by Customer, its End Users or other users of its account, a violation of the AUP, or Customer’s traffic being processed through the Company’s switch, port or node. This indemnification will survive the termination of the Service Term.

REV: 12/15/11

 and its officers, directors, employees, agents, affiliates and suppliers harmless from and against any claims, actions, demands, losses, damages and expenses, including attorney’s fees, relating to any violation including, but not limited to, a breach by Customer, its End Users or other users of its account of their obligations with regard to Service, the placement or transmission of any message, information, software or other materials on the Internet by Customer, its End Users or other users of its account, a violation of the AUP, or Customer’s traffic being processed through the Company’s switch, port or node. This indemnification will survive the termination of the Service Term.

REV: 12/15/11

 will not be liable for any action it takes to remove or restrict access to obscene, indecent or offensive content made available by Customer, nor for any action taken to restrict access to material made available in violation of any law, regulation or rights of a third party including, but not limited to, rights under the copyright law and prohibitions on libel, slander and invasion of privacy.

1.16 Indemnification

1.16.1 Customer will indemnify, defend and hold ADVANCED WIRELESS and its officers, directors, employees, agents, affiliates and suppliers harmless from and against any claims, actions, demands, losses, damages and expenses, including attorney’s fees, relating to any violation including, but not limited to, a breach by Customer, its End Users or other users of its account of their obligations with regard to Service, the placement or transmission of any message, information, software or other materials on the Internet by Customer, its End Users or other users of its account, a violation of the AUP, or Customer’s traffic being processed through the Company’s switch, port or node. This indemnification will survive the termination of the Service Term.

REV: 12/15/11

Internet access network interface. Service may accommodate special routing access requests by the Customer and/or by ADVANCED WIRELESS.

1.2 DIA Equipment and Maintenance: Service must terminate into a ADVANCED WIRELESS -approved router on the customer premises (CPE). A CPE router is required for the exchange of traffic between the ADVANCED WIRELESS Network and the Customer and may be furnished by Customer or provided by ADVANCED WIRELESS at either no additional charge or for a monthly recurring fee, depending on the speed of Service. If provided by ADVANCED WIRELESS, ADVANCED WIRELESS will maintain, manage and support all DIA Equipment, including all associated device configurations and operational usernames and passwords. Customer must provide ADVANCED WIRELESS with unrestricted access to ADVANCED WIRELESS -provided DIA Equipment for purposes of testing, upgrading, and other maintenance activities. Customer will provide continuous electrical service to ADVANCED WIRELESS -provided DIA equipment. ADVANCED WIRELESS will not be responsible for management of ADVANCED WIRELESS -provided DIA Equipment if Customer has modified the DIA Equipment, including making any configuration changes. Customers who choose to provide their own DIA routers will be solely responsible for all router maintenance, management, and support. In addition, Customer must provide a single Layer-3 (IP) interface on Customer provided DIA router for the termination of Service. ADVANCED WIRELESS will configure a single IP address on the single Layer-3 IP interface. Multiple Layer-3 or Layer-2 interfaces may not be used to connect directly to any single DIA Service circuit.

1.3 DIA Service Demarcation: The point of demarcation for Service is the physical network location to which the Customer provided DIA router is connected or, if DIA Equipment is furnished by ADVANCED WIRELESS, the LAN port at which interconnection takes place. Customer will provide ADVANCED WIRELESS with access to Customer’s premises, as necessary, to facilitate Service installation, testing and maintenance requirements.

1.4 Service Provisioning: If the Company, in its sole discretion, decides to provide via copper facilities acquired from a serving Local Exchange Carrier and subsequently ascertains that said facilities are unavailable for use, the Company may cancel the Service Order Agreement or Master Service Order Agreement without liability and without any further obligation to Customer.

1.5 Service Use: Service use is limited to Customer and its End Users.

1.6 Notices: Customer shall notify ADVANCED WIRELESS within five (5) days of any information or notices served on Customer that might adversely affect ADVANCED WIRELESS including, but not limited to, notices of any claims or proceedings that involve Service. In addition, Customer shall promptly notify ADVANCED WIRELESS of any errors, “bugs,” or Service problems of which Customer becomes aware when using Service.

1.7 Disclaimers: ADVANCED WIRELESS exercises no control over, and therefore accepts no responsibility for information or content passing through the Company’s host computers, ADVANCED WIRELESS Network hubs and POPs (the “ADVANCED WIRELESS Network”). EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1.12 INFRA, ADVANCED WIRELESS MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE OR EQUIPMENT IT PROVIDES, AND IT DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ADVANCED WIRELESS expressly denies any responsibility for the accuracy or quality of information obtained by Customer or its End-Users through the use of Service. The use of any information obtained via the ADVANCED WIRELESS Network is at Customer’s and End User’s own risk.

1.8 Term and Termination

1.8.1 Service Commencement: ADVANCED WIRELESS will notify Customer when: (a) Service is installed or connected, successfully tested, and available for Customer use; and (b) if ADVANCED WIRELESS is installing DIA Equipment, that the DIA Equipment has been installed and is operational. Billing will begin on the Start of Service Date regardless of whether Customer is prepared to use Service. ADVANCED WIRELESS shall not be liable for any damages of any nature resulting from delays in meeting requested or specified service dates or its inability to provide Service.

1.8.2 Term: The minimum term of Service is one (1) year beginning on the Start of Service Date. Unless one Party notifies the other in writing at least thirty (30) days prior to the expiration of the original or any renewal term of Service that it intends not to renew Service, Service shall automatically renew for the same term of Service period at the same pricing, terms and conditions.

1.9 Cancellation and Termination Charges.

1.9.1 If Customer cancels Service after an order has been placed but before the Start of Service Date, Customer will (a) pay ADVANCED WIRELESS one (1) month’s monthly recurring charges for Service, plus any applicable service ordering and installation charges incurred by ADVANCED WIRELESS in undertaking to provision Service, and (b) return, at Customer’s expense, any ADVANCED WIRELESS equipment in the same condition as when it initially was delivered and installed, reasonable wear and tear excepted, as well as any software or other materials provided by Company.

1.9.2 If Customer terminates Service after the Start of Service Date, Customer must pay for all charges associated with the ordering and installation of Service, as well as the first month’s recurring charges and for the monthly recurring charges for the remainder of the Service term, unless the Customer’s termination is for cause. In addition, Customer will return, at its expense, any ADVANCED WIRELESS equipment in the same condition as when it initially was delivered and installed, reasonable wear and tear excepted, as well as any software or other materials provided by the Company.

1.9.3 Customer agrees that the damages specified in Sections 1.9.1 and 1.9.2 are difficult or impossible to ascertain with certainty and, therefore, the damages specified therein are intended to serve as liquidated damages and not a penalty.

1.10 Acceptable Use Policy

1.10.1 Customer acknowledges it has reviewed the Company’s Acceptable Use Policy (“AUP”) located at (http://www.risebroadband.com). Said Policy, which may be amended by ADVANCED WIRELESS from time to time, is incorporated by reference herein and binding on Customer.

1.11 Pricing

1.11.1 Pricing for DIA Service is as set forth in the applicable Service Order and may vary depending on port speed, access costs or DIA Equipment costs required to deliver DIA Service to Customer.

1.11.2 Committed Data Rate: If Customer selects a burstable Service and a minimum per Mbps data rate (“Committed Data Rate”) applies to a particular IP port, Customer’s per-port usage of Service (both Send Traffic and Receive Traffic) via such port will be sampled every five (5) minutes for the previous five (5) minute period. At the end of each monthly billing period, the top five percent (5%) of Send Traffic and Receive Traffic samples for such port will be discarded. The higher of the resulting ninety-fifth (95th) percentile value for Send Traffic or Receive Traffic for such port will be compared to the Committed Data Rate applicable to the port. If the ninety-fifth (95th) percentile of either Send Traffic or Receive Traffic is higher than the applicable Committed Data Rate, Customer, in addition to being liable for the Committed Data Rate, will be liable for payment at the ninety-fifth (95th) percentile level for any usage in excess of the Committed Data Rate at the contracted per Mbps rate. For the purposes of this Exhibit, “Receive Traffic” means traffic from any origination point that is received by Customer from the ADVANCED WIRELESS IP Network and “Send Traffic” means traffic from any origination point that is sent by Customer onto the ADVANCED WIRELESS IP Network.

1.12 Service Level Agreement (“SLA”)

1.12.1 Customer acknowledges it has reviewed the Service Level Agreement (“SLA”) located at http://www.risebroadband.com. Said SLA, which may be amended from time to time, is incorporated by reference herein and is binding on ADVANCED WIRELESS and Customer.

1.13 Network Numbers and Domain Name Policies

1.13.1 The ADVANCED WIRELESS Domain Name and TCP/IP Addresses provided in connection with Service remain the property of ADVANCED WIRELESS and upon Service termination, Customer’s right to use ADVANCED WIRELESS Domain Name and TCP/IP Addresses will cease. Unless otherwise mutually agreed in writing, Customer at all times is responsible for maintaining its own Domain Name when purchasing Service and for paying all charges associated with the Domain Name, including charges billed to Customer for Domain Name registration by third parties.

1.13.2 ADVANCED WIRELESS will have sole and exclusive discretion with regard to the Internet routing of ADVANCED WIRELESS -provided IP addresses.

1.14 Software License

1.14.1 Customer will not reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine, or attempt to determine, source code from any ADVANCED WIRELESS or third party software, nor will it permit or authorize any third party to do so. Title to such software, and all related technical know-how and intellectual property rights therein, will remain the exclusive property of ADVANCED WIRELESS and/or its suppliers. Customer must not take any action to jeopardize, limit or interfere in any manner with ADVANCED WIRELESS’s or a supplier’s ownership rights with respect to any licensed software.

1.14.2 ADVANCED WIRELESS PROVIDES, AND CUSTOMER HEREBY ACCEPTS, ANY ADVANCED WIRELESS OR THIRD PARTY SOFTWARE PROVIDED TO OR USED BY CUSTOMER IN CONNECTION WITH SERVICE “AS IS,” WITH NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN MAY BE INTERPRETED TO ENHANCE OR CREATE ANY WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE. ADVANCED WIRELESS DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE AND ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CUSTOMER UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CUSTOMER’S REQUIREMENTS OR EXPECTATIONS.

1.15 Limitation of Liability

1.15.1 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM CUSTOMER’S OR CUSTOMER’S ENDUSERS’ USE OF THE ADVANCED WIRELESS NETWORK AND SERVICE INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES OR SERVICE INTERRUPTIONS. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CUSTOMER’S SOLE REMEDIES FOR ANY CLAIMS RELATING TO SERVICE OR THE ADVANCED WIRELESS NETWORK ARE LIMITED TO CREDIT OUTAGE ALLOWANCES FOR WHICH THE CUSTOMER MAY BE ELIGIBLE.

1.15.2 ADVANCED WIRELESS will not be liable for any action it takes to remove or restrict access to obscene, indecent or offensive content made available by Customer, nor for any action taken to restrict access to material made available in violation of any law, regulation or rights of a third party including, but not limited to, rights under the copyright law and prohibitions on libel, slander and invasion of privacy.

1.16 Indemnification

1.16.1 Customer will indemnify, defend and hold ADVANCED WIRELESS and its officers, directors, employees, agents, affiliates and suppliers harmless from and against any claims, actions, demands, losses, damages and expenses, including attorney’s fees, relating to any violation including, but not limited to, a breach by Customer, its End Users or other users of its account of their obligations with regard to Service, the placement or transmission of any message, information, software or other materials on the Internet by Customer, its End Users or other users of its account, a violation of the AUP, or Customer’s traffic being processed through the Company’s switch, port or node. This indemnification will survive the termination of the Service Term.

REV: 3/9/16