

SERVICE TERMS AND CONDITIONS

This Agreement, made on _____ by and between Infobahn Outfitters, Inc. (the "ISP"), with its principal offices in Macomb, Illinois, _____ (the "Customer"), with its principal offices at _____ the purpose of setting forth the terms and conditions relating to Customer's use and the purchase of ISP's products and services (the "Services").

1. Services.

- 1.1 ISP agrees to provide Customer with access to the computer network known as the Internet via a wireless radio link to Customer's location.
- 1.2 The details of the services are set forth in Schedule 1 to this Agreement.

2. Equipment.

2.1 ISP Equipment. ISP will provide and retain ownership of:

- a) 1 radio/antenna, mounting hardware to attach the radio/antenna to the customer's premises
- b) 1 radio modular connection box
- c) cable to connect the radio/antenna to the customer's equipment.

2.2 Customer Equipment. Customer will provide or install and retain ownership of:

- a) personal computer(s) with operating systems and hardware that meet minimum recommended requirements.
- b) any tower or other structure necessary for mounting of radio/antenna
- c) If connecting a single computer, a network interface card.

If connecting multiple computers, a local area network and any networking devices (e.g. Ethernet hub or switch) to be connected via a single point to the cable supplied by ISP.

- d) firewall(s), anti-virus software or other network and computer security measures.

ISP assumes no liability for customer equipment or property damaged by natural calamities such as high winds or lightning.

2.3 Access to Customer's Premises. Customer authorizes ISP and its employees, contractors and representatives to install, inspect, maintain, repair, replace or remove equipment ISP installs at Customer's premises. ISP may limit or suspend the availability of service to perform necessary maintenance or upgrades. If Customer does not own premises, Customer assumes complete responsibility for obtaining any necessary permission from the owner of the premises.

2.4 Equipment Relocation. Customer understands that relocation of the equipment may affect ISP's ability to supply service. If Customer deems that equipment needs to be moved, Customer will contact ISP prior to making changes, and understands that additional costs may be incurred. Customer also understands that changes in the environment, such as building construction or changes in the use of the radio frequency spectrum, may affect ISP's ability to supply service.

3. Payment Terms.

3.1 Charges. Charges for the Services are set forth in Schedule 1 to this Agreement (the "Charges"). Charges are due upon receipt of invoice by Customer from ISP. Customer may be required to pay a deposit before services are provided. ISP may increase charges upon notice to Customer.

3.2 Taxes. Customer is liable for, and shall reimburse ISP and indemnify ISP harmless from all local, state, federal, and non-United States taxes or similar assessments or charges (including and interest any penalties imposed), other than taxes based on the net income of ISP, relating to this Agreement or the sale, transfer of ownership, use or provision of the services. Customer also will be responsible for paying any sales, license and use taxes, fees, or assessments levied by any local, state, or federal government or governmental agency with respect to the provision of services and products under this Agreement. Customer will pay and be solely liable for all taxes, fees and charges levied directly upon it.

3.3 Pass-Through Expenses. ISP may pass through and invoice to Customer any new or increased fees, assessments, taxes or other charges imposed on or required to be collected by ISP by any governmental agency.

4. Term. The initial term of this Agreement shall be set forth in Schedule 1 to this Agreement. Upon expiration of the initial term, this Agreement will continue on a month-to-month term, unless one of the parties to this Agreement provides written notice of intent not to renew for the forthcoming term not less than 5 days prior to the expiration of the then-current term.

5. Termination.

5.1 Termination By ISP. In addition to any other rights it may have under this Agreement or applicable law, ISP may, at its option, immediately terminate this Agreement upon (i) nonpayment; (ii) Customer's failure to comply with any other obligation of Customer pursuant to this Agreement, including, but not limited to, failure to comply with any provision of the Acceptable Use Policy; (iii) Customer ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt; (iv) Inability to achieve or maintain line of sight or other radio spectrum requirements to provide reliable service to Customer's premises with ISP's radios; or (v) any attempt by

Customer to derive any source code from ISP's services or products. The speed and reliability of wireless connections is dependent upon many uncontrollable factors, including, but not limited to, electromagnetic interference, antennae placement, and physical obstructions. Termination pursuant to this section may occur without prior notice to Customer.

5.2 Termination By Customer. Customer may terminate this Agreement in the event of a material breach by ISP of its obligations under this Agreement where such breach is not cured within 30 days after ISP is notified of the breach in writing by Customer. In the event of such a termination, Customer shall pay the Charges for the Services used by Customer prior to the termination date.

5.3 Rights And Obligations On Termination. On termination, ISP shall have no further obligation to provide its Services to Customer. Without relieving Customer of its obligations hereunder, on termination, Customer shall: (i) pay and remain liable for all amounts due ISP hereunder; and (ii) return to ISP all radios, software, access keys and any other property provided to Customer by ISP. ISP reserves all available rights and remedies following termination. Notwithstanding any termination, the rights and obligations of both parties under Sections **3, 8, 9, 10, 11, 14 and 17** shall survive such termination.

6. High Risk Activities. The service provided is not fault-tolerant and is not intended for use in environments requiring fail-safe measures, including but not limited to operation of nuclear facilities, air traffic control, and direct life support, in which failure could result in severe damage, personal injury or death.

7. Computer Security Risks. All computers connected to the Internet are at risk of the system's security being compromised. Computers that are always online when the computer is powered up (as can occur with the service provided under this agreement) may be at greater risk than computers intermittently connected to the Internet. ISP assumes no liability for the security of Customer computer systems and encourages Customer to take precautions that could include but not be limited to firewalls and anti-virus software.

8. LIMITATION OF LIABILITY. ISP SHALL NOT BE LIABLE TO THE CUSTOMER WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF REVENUE, OR LOSS OF BUSINESS SUFFERED BY CUSTOMER, ASSIGNEE, OR OTHER TRANSFEREE OF THE OTHER. THIS PROVISION APPLIES EVEN IF THE PARTY IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. ISP SHALL ALSO NOT BE LIABLE FOR ANY LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS. ISP SHALL NOT BE LIABLE FOR ANY DELAY, FAILURE OF PERFORMANCE OR INTERRUPTION OF THE PROVISION OF THE SERVICES TO CUSTOMER. THE EXCLUSIVE REMEDY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES SHALL BE A CREDIT OF CHARGES INVOICED TO CUSTOMER IN THE MONTH IN WHICH THE DAMAGES AROSE.

9. NO WARRANTIES. ISP PROVIDES THE SERVICES AND PRODUCTS AS IS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ISP DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES AND PRODUCTS AND ISP SHALL HAVE NO LIABILITY THEREFORE. ISP DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

10. Indemnification. Customer agrees to hold harmless ISP, each ISP affiliate and the officers, directors, employees, and agents of ISP and each ISP Affiliate (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings, or judgments (collectively "Losses") to which an Indemnified Party may become subject and which Losses arise out of, or relate to this Agreement or Customer's use of the Services.

11. Governing Law and Dispute Resolution.

11.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to the choice of law provisions that would cause the application of a law of another jurisdiction.

11.2 Mediation. If a dispute or difference of any kind shall arise between ISP and Customer in connection with, or arising out of, the terms of this Agreement, including the interpretation, performance, non-performance, or termination thereof, the parties shall attempt to settle the dispute in the first instance through mutual discussions. If the dispute has not been resolved in the first instance through mutual discussions over the course of 60 days, the parties shall endeavor to settle the dispute or difference by mediation under the Mediation Rules of the American Arbitration Association prior to any recourse to arbitration as set forth below.

12. Reselling/Transfer And Assignment.

12.1 Reselling/Transfer And Assignment of Services. Customer shall not resell, exchange, donate or charge others to use the Services provided herein. Customer may not sell, assign, or transfer any of its rights or obligations under this Agreement without the prior written consent of ISP.

12.2 Network Assignments are non-portable. Networks assigned from ISP's net-block are non-portable. Network space allocated by ISP must be returned to ISP in the event that Customer discontinues service.

13. Monitoring of Service. ISP has no obligation to monitor the service, but may do so as part of ongoing efforts to improve the service provided or at the direction of law enforcement officials or under the order of a court of law.

14. Propriety Rights; No Implied Licenses. ISP grants Customer a non-exclusive, non-transferable limited license to use the Services provided hereunder solely for the term of this Agreement. All rights in or to Services, including, but not limited to, intellectual property or similar rights, belong exclusively to ISP, whether or not they are embedded in any Services.

15. Acceptable Use Policy. The Services may be used only for lawful purposes. Use of ISP's products and services must comply with the then-current version of ISP's Acceptable Use Policy ("Policy"), available at the URL <http://www.outfitters.com/dedicated/aup.html> ISP reserves the right to change the Policy at any time without notice to customer. ISP's Policy will be effective upon posting to the URL. ISP reserves the right to suspend the service or terminate this Agreement effective upon notice for a violation of the Policy. Customer acknowledges that Customer is responsible for enforcing the Acceptable Use Policy and this agreement in its entirety for all persons who use the service provided to Customer.

16. Force Majeure. ISP shall not be in default of this Agreement or liable for any delay, failure of performance or interruption of Services to Customer resulting, directly or indirectly, from any weather conditions, radio frequency spectrum interference, natural disasters, acts of God, action of any governmental or military authority, failure caused by telecommunication or other Internet provider(s), or other force or occurrence beyond its control.

17. Miscellaneous Provisions. Any claims arising under this Agreement must be brought no later than one year after accrual or such claims shall be deemed waived. Failure by a party to enforce any provisions of this Agreement or any rights or remedies shall in no way be considered to be waiver of such provisions, rights or remedies, or to in any way affect the validity of this Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and writings. If any provision contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. No waiver, modification or amendment of this Agreement shall be effective or enforceable unless in writing and signed by both parties, except as otherwise provided herein. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. ACCEPTANCE THROUGH USE. USE OF ISP SERVICES CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. THIS AGREEMENT, IN ADDITION TO THE ACCEPTABLE USE POLICY, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER. THIS AGREEMENT SHALL NOT BE CONTRADICTED, EXPLAINED, OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS, PRODUCT BROCHURES, MARKETING MATERIALS, OR CUSTOMER PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN ATTACHMENT.

19. AUTHORIZATION. Customer represents and agrees that it has the right to enter into this agreement and that the person signing this agreement has the authority to sign. ISP represents and agrees that it has the right to enter into this agreement and that the person signing this agreement has the authority to sign.

Agreed:
ISP
Infobahn Outfitters, Inc.
PO Box 248
Macomb, IL 61455
Tel: (309) 836-3706
Fax: (309) 833-3905

Agreed:
Customer

[legal name of Customer]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE 1 DESCRIPTION OF SERVICES AND CHARGES

Services:

Committed information rate	256 Kbps
Number of IP addresses (maximum # of computers)	8
Term of Service from date contract is signed	1 year

Payment Terms:

Setup Fee:

\$495 non-refundable fee
due upon completion of radio installation

Monthly Fee:

\$65.00 per month plus applicable taxes
due upon receipt of invoice
invoices are issued in advance of monthly service