

Internet Access Agreement

This WIRELESS INTERNET ACCESS AGREEMENT (this "Agreement") is entered into this _____ day of _____ 2006,
between All-In-One Wireless, Inc., and _____ ("Client").

1. All-In-One-Wireless shall provide Client with a wireless connection to the Internet (the "Connection") with a _____ Kbps base bandwidth and a _____ Kbps burst bandwidth. In consideration for the Connection, Client shall pay All-In-One Wireless the sum of \$ _____ per month for the first _____ months plus a \$ _____ installation fee, then \$ _____ every month thereafter.

2. Payment for service should be in the form of Major Credit Card (we accept Visa, MasterCard, and Discover), cash or check.

3. Client understands that the Connection operates through an Ethernet connection. The Ethernet card shall be provided and installed by Client, or at Client's expense.

4. All-In-One Wireless is sole owner of all wireless Internet equipment provided at the time of installation unless otherwise noted.

_____ Client owns installed wireless Internet equipment.

5. All-In-One-Wireless shall not be responsible or liable for any of the following:

- Any obstruction(s) that might be erected or grow between the antenna at Client's location and the POP which causes degradation or loss of service.
- Debris or ice on the antenna located at Client's location.
- Aiming or re-aiming the antenna located at Client's location.
- Any weather related damage.

6. Client agrees to comply with All-In-One Wireless's published acceptable use policy in respect to all use of the Connection including, but not exclusively, excessive use of All-In-One Wireless's network.

7. Client understands that wireless Internet connectivity requires direct radio line of sight and that any obstruction between the POP and the antenna located at Client's location may block the signal and cause the failure of the Connection. In the event that foliage disrupts service, upon request by Client, All-In-One-Wireless will attempt to reconfigure the equipment to restore service. Client may incur charges for any extra hardware and service labor at that time. If service cannot be restored within 15 days of Client's notice to All-In-One Wireless of a service interruption, either party may terminate this Agreement. Upon any termination of this Agreement pursuant to the preceding sentence, Client shall receive a refund of a pro rata portion of the service fee for any period in excess of forty-eight (48) hours that Client has paid for service, but the Connection was not operational.

8. The term of this Agreement shall commence on the Activation Date and shall end _____ months after Activation Date. Unless either party gives notice to the other not less than thirty (30) days prior to the end of the initial term, this Agreement shall automatically be renewed for additional term(s) of equal length to the initial term. All-In-One-Wireless may change the monthly charges payable under this Agreement for any renewal term by notifying Client at least thirty (30) days prior to the beginning of any renewal term of such a rate change.

9. The Connection is intended solely for use within the home, apartment or office building in which it is originally installed. Client may not share the connection with other locations, unrelated parties, or other business entities. Reselling Internet services obtained through the Connection is strictly prohibited.

10. Client will be invoiced monthly in advance for all amounts due and owing to All-In-One-Wireless. All payments are due within 10 days after the date of such an invoice. Client's use of the Connection may be suspended if payment is not received by All-In-One-Wireless within 30 days of the date of such an invoice. Payments shall be mailed to All-In-One-Wireless at: 1737 Glenvale Dr. SW, Wyoming, Michigan 49519, or at any alternative address as All-In-One-Wireless may subsequently advise Client of.

11. If Client terminates this Agreement after 30 days implementation, but before expiration, Client will pay a lump sum equal to 50% of the charges of the remainder of the current term of the Agreement. If Client's use of the Connection is terminated by All-In-One-Wireless for violation of All-

In-One-Wireless's acceptable use policy, Client shall pay, immediately, a lump sum equal to the charges for the remainder of the then current term of the Agreement.

12. All-In-One-Wireless provides Client access to the Internet through the Connection. Client hereby acknowledges that the Internet is a separate and independent network of computers, which is not owned, operated or managed by All-In-One-Wireless or in any way affiliated with All-In-One-Wireless or any of its affiliates. Client's use of the Internet shall be solely at Client's own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond All-In-One-Wireless's authority and control.

13. The Connection and All-In-One-Wireless's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by All-In-One-Wireless to be inappropriate or improper, such as transmitting bulk e-mail messages.

14. All-In-One-Wireless makes no warranty, express or implied, including, but not limited to, that the Connection is suitable for a particular purpose. All-In-One-Wireless shall not be responsible for any loss of data resulting from delays, non-deliveries, mis-deliveries or service interruption, however caused. Use of any information obtained through All-In-One-Wireless's network shall be at Client's own risk. All-In-One-Wireless specifically disclaims any responsibility for the accuracy or quality of information obtained through the Connection.

15. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electronic breakdowns, may result in temporary impairment or interruption of service. As a result, All-In-One-Wireless does not guarantee continuous or uninterrupted service and reserves the right, from time to time, to temporarily reduce or suspend service without notice. Client shall indemnify and hold All-In-One-Wireless and its directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities and fees incurred as the result of interruptions or omissions of service under this Agreement.

16. Client consents to the periodic monitoring of Client's use of the Connection and All-In-One-Wireless's network by All-In-One-Wireless as may be reasonably required by All-In-One-Wireless to conduct its quality control activities.

17. Upon the occurrence of a breach by Client of any provision hereunder, All-In-One-Wireless reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to Client there under. Client agrees to pay all costs incurred by All-In-One-Wireless in enforcing the terms of this Agreement, including, but not limited to reasonable attorney fees. In the event of any litigation arising out of this Agreement, the other party shall indemnify the prevailing party for all costs incurred in such litigation, including, but not limited to, reasonable attorney fees.

18. This Agreement is deemed to be entered into in the State of Michigan and the parties agree that any dispute arising under this Agreement shall have its venue in Kent County, Michigan and any such dispute shall be governed by and construed in accordance with the laws of the State of Michigan.

19. All-In-One-Wireless may assign this Agreement without Client's prior consent and all of All-In-One-Wireless's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Client except with the written consent of All-In-One-Wireless. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however,

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This WIRELESS INTERNET ACCESS AGREEMENT (this "Agreement") is entered into this _____ day of _____ 2006,
between All-In-One Wireless, Inc., and _____ ("Client").

in any of its sales and marketing materials, All-In-One-Wireless may refer to Client as its customer.

21. All-In-One-Wireless may modify these terms and conditions upon written notice published on its web site. All-In-One-Wireless will attempt to notify Clients via email of modified terms and conditions. Client's continued use of service after such notice shall constitute Client's acceptance of the modification of this Agreement.

22. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

23. All notices, elections and waivers required or otherwise given hereunder shall be in writing and shall be served, unless otherwise provided, on the parties or their respective attorneys, if any, personally; by mail with postage prepaid and deposited into the United States mail; by facsimile transmission; or by electronic mail at the addresses set forth below. If mailed or transmitted as aforesaid, notices, elections and waivers shall be deemed given on the date of such mailing or transmission (except as elsewhere provided herein).

24. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

Address: **All-In-One-Wireless, Inc.**
1737 Glenvale Dr. SW
Wyoming, MI 49519

Phone: 616-754-3498
E-mail: jason@oneisp.net

Signature: _____ Date: _____

Customer Name: _____

Address: _____

Phone: _____

E-mail: _____

Signature: _____ Date: _____