



These Standard Terms and Conditions shall govern the relationship between you ("Customer") and Need High Speed, Inc. ("NHS").

1. Services.

(a) Upon acceptance of these Terms and Conditions, NHS will provide Customer with a right to send and receive Internet transmissions through NHS's proprietary facilities (the "Services"). (b) The Services shall only be used in conjunction with stand alone data devices. (c) NHS shall retain all right, title and interest to the Services including all copyrights, trademarks and all other intellectual property rights thereto. Customer shall not, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer, nor allow any third party to copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer any Equipment, as defined below, software or other material provided under these Standard Terms and Condition for any purpose whatsoever. Any and all copyright notices and other proprietary legends shall not be removed from the Equipment, software or other material provided in connection with the Services. No use of trademarks is granted hereunder. Customer shall not grant any sublicenses, leases or other rights in the Services to any third party. All rights not expressly granted under these Standard Terms and Conditions are retained by NHS.

2. Charges and Payments.

(a) For Services provided and any other charges, including but not limited to rentals, during the period that Customer signs up for the Services, Customer shall pay NHS in accordance with Section 2(c). NHS may, at its sole discretion, change its rates for the Service at any time upon 30 days prior written notice to Customer. (b) All applicable excise, value added, utility, sales or use taxes, if any, shall be billed to Customer as separate items and shall be paid by Customer, or, in lieu thereof, Customer shall provide NHS with a tax exemption certificate acceptable to the taxing authorities. (c) On a monthly basis, NHS will either send an invoice to Customer or make a charge against the Customer's credit card. For purchase order and pay-by-check Customers, payment shall be made in full by Customer upon receipt of invoice. Any invoiced amount not paid within 30 days of the date on the invoice shall bear interest at the rate of 1.5% per month, and an administrative late fee of \$30. Charges based upon actual use of the Service shall be invoiced in the month following the month in which the charges were incurred. All amounts invoiced shall be deemed accepted and undisputed by Customer unless Customer notifies NHS, as specified below, within five (5) days of an actual and bona fide dispute and provides NHS with documentation sufficient to support such dispute. (d) For purchase order and pay-by-check Customers, payment shall be sent to Need High Speed, Inc., 3495 S. Otis Ct., Lakewood, CO 80227. (e) Customer acknowledges that NHS will periodically be charged by its service providers and that NHS will then bill Customer for such charges if applicable ("Usage Charges"). Customer agrees to make payments for such Usage Charges in accordance with Section 2(c).

3. NHS Plans.

Services shall be provided pursuant to one of the Customer service plans that are specified in the Service Pricing section of the website. Discounts may be offered from time to time.

4. Equipment Return.

NHS may, during the Plan, for a fee or without fee, make available to Customer various types of equipment, including but not limited to wireless radio, antenna, and cable (the "Equipment"). Customer shall maintain such Equipment in good maintenance and repair, ordinary wear and tear excepted. If service is terminated, Equipment must be returned by Customer: (i) all returns must be made at Customer's expense within 14 days from the date of Termination; (ii) all returns must be made to the specified shipping location via first class mail delivery or reputable carrier such as UPS; (iii) all Equipment must be returned in good working condition, including all accessories/parts; (iv) each return must have a valid Return Material Authorization Number ("RMA Number"); The Customer may contact NHS's Customer Support department at the number specified above for the issuance of a RMA Number; (v) upon the issuance of an RMA Number, the Customer has 7 business days to complete the return (the "Return Period"). The RMA Number remains valid for only for 7 business days from issuance; For any Equipment returned beyond the Return Period, Customer will be charged a surcharge of \$100 (vi) risk of loss to the Equipment shall remain with the Customer until NHS is in physical receipt of the Equipment; and (vii) no damaged Equipment shall be accepted for return or refund. (viii) Equipment not returned within 30 days of Termination shall be charged at \$1500 per installation.

5. Early Termination Fees.

Customer may terminate Customer's membership by contacting NHS at (303) 942-0979 between 8:00am-8:00pm MST, Monday-Friday or by following the procedures specified in the NHS website to request an RMA number. Service fees continue to accrue until this RMA number is obtained. Customer agrees to pay in full any termination fee associated with such termination. All NHS plans as specified at the time of sign up to the Services require at least a one (1) year commitment, and are month to

month after the term. Early termination fees are 25% of the remaining term. Month to month Services are not subject to early termination fees unless Customer has been notified 30 days in advance of implementation of such a fee. Customers choosing to terminate within the first 30 days are not subject to early termination fees, but are still responsible for all installation and de-installation expenses, including any install and setup fees that were waived in conjunction with subscribers commitment to term of service. NHS may offer special service plans at certain times, such as a "Special Equipment Plan" and an "Service discount plan" These special service plans will be subject to their own terms and associated early termination fees.

6. Customer Licenses, Permits, etc.

Customer agrees to obtain any and all licenses, permits or other authorizations required or may become required by the Federal Communications Commission ("FCC"), or other law enforcement for the lawful operation of terminal equipment used by Customer in connection with its receipt of the Service. As of 1/1/2001, no requirement is currently in place to the knowledge of NHS. Customer is responsible for complying with all laws, permits, and covenants, with regard to the Service. Customer warrants that they have the authority install, or allow required equipment to be installed for Service.

7. Notices.

All general notices or other communications hereunder shall be deemed to have been duly given by NHS to the Customer when posted on NHS's website. For notices to an individual Customer, NHS shall at its option send notices via postal mail service or e-mail. E-mail notices will be deemed given within 12 hours of delivery by NHS. Customer shall provide any notices via confirmed delivery postal mail services, or other services that provide tracking numbers, sent to the following address: Need High Speed, Inc., 3495 S. Otis Ct., Lakewood, CO attention: Accounts.

8. Termination by NHS.

(a) If any payment is not made in a timely manner, as specified in Section 2, NHS may (reserving cumulatively all other rights and remedies available to it at law or in equity) at its sole option and discretion, and without prior notice to Customer, terminate or limit the Customer's membership and/or Customer's access to and use of the Services. (b) If Customer is otherwise in default of its obligations under these Standard Terms and Conditions and such default continues for 30 days after written notice thereof, NHS may, in addition to all other rights or remedies available to NHS, terminate Customer's membership and/or Customer's access to and use of the Services. (c) In the event NHS is prevented from providing the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other governmental authority, or a notice from a government agency or department indicates NHS is not permitted to provide any part or all of the Service, NHS may immediately cease providing such Service without liability to Customer. Nothing herein shall be construed to require NHS to seek waiver of any law, rule, regulation or restriction, or seek judicial review or appeal of any court order. (d) NHS may in its sole discretion and with or without cause, terminate Customer's membership upon 30 days prior written notice to Customer. Upon termination, NHS will immediately stop providing all Services, including but not limited to sending of or delivering to Customer any e-mails. NHS shall not be liable to Customer or any third party for any reason for NHS's terminating the Services or the Customer's membership.

9. Security

As with any Internet service, the data sent via the Services may be intercepted by unauthorized third party's possessing certain types of equipment and/or technology. NHS shall not be liable for any such unauthorized access by such third parties. Customer assumes full responsibility for the establishment of appropriate security measures (including, without limitation, the selection of encryption, passwords and the like) to control access to Customer's equipment and information.

10. Security Deposit.

NHS shall have the right, from time to time, at its sole discretion, to require Customer to deposit with NHS such sums as NHS deems appropriate to secure the prompt and faithful performance by Customer of Customer's membership obligations ("Security Deposit"). NHS shall have the right, at its discretion, to apply all or a portion of the Security Deposit in total or partial satisfaction of the non-performance by Customer. The use of all or any portion of the Security Deposit by NHS shall not deprive NHS of any other rights or remedies otherwise available to NHS nor shall such use of the Security Deposit by NHS constitute a waiver by NHS of Customer's non-performance. In the event that NHS should use any portion of the Security Deposit pursuant to this provision, Customer shall immediately restore the Security Deposit to its original amount, or such other amount specified by NHS. Except as otherwise provided by law, NHS shall not pay interest on any sums retained as a Security Deposit.

11. Remedies; Limitation of Remedies; Exclusion of Warranty.

Customer's sole remedies for loss or damage caused by partial or total failure of the NHS proprietary facilities or for delay or nonperformance of any Service or Equipment, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, shall be, where applicable, Customer's direct damages, if any, limited solely to the amount paid by Customer to NHS pursuant to Customer's membership for the six month period immediately preceding the claim that gave rise to the damages.

THE SERVICES AND EQUIPMENT PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND NHS MAKES AND CUSTOMER RECEIVES, NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES OR EQUIPMENT. NHS DOES NOT WARRANT THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF THE SERVICES OR ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. CUSTOMER ACKNOWLEDGES THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT CUSTOMER'S SOLE RISK AND DISCRETION AND NHS WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY HARM OR DAMAGE TO CUSTOMER OR CUSTOMER'S PROPERTY. NHS DOES NOT MAKE ANY WARRANTY

PERTAINING TO ANY GOODS OR SERVICES PURCHASED, OBTAINED, SECURED OR ACQUIRED THROUGH THE SERVICES OR ANY TRANSACTION ENTERED INTO THROUGH THE SERVICES.

AS A MATERIAL PART OF THE CONSIDERATION PAID BY CUSTOMER FOR THE SERVICE PROVIDED BY NHS, THE PARTIES AGREE THAT NHS SHALL IN NO EVENT BE LIABLE TO THE CUSTOMER AND ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF ANY SERVICE PERFORMED OR NOT PERFORMED BY NHS, OR FOR ANY OR ALL LOSS OR DAMAGE DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF A THIRD PARTY'S UNAUTHORIZED ACCESS TO CUSTOMER'S DATA TRANSMITTED OVER THE NHS PROPRIETARY FACILITIES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. This Section 11 reflects the allocation of risk between the parties. The limitations specified in this Section 11 will survive and apply even if any limited remedy specified herein is found to have failed of its essential purpose.

Customer shall be solely liable for any transmissions sent through the Services. NHS has no control over the content of any transmission nor will it be liable for such content. Customer shall not use the Services to create or distribute any images, sounds, messages or other material which are copyright violations, obscene, harassing, racist, malicious, fraudulent or libelous, nor use the Services for any activity that may be considered or are unethical, immoral, or to "spam" or send other such unsolicited mass e-mails. Further, Customer will abide by all rules, regulations, procedures and policies of NHS and any policies of NHS's suppliers connected to the Services.

12. Indemnification.

Customer shall indemnify NHS and its partners, parents, subsidiaries, affiliates, directors, officers, employees and agents from and against any claims, demands or liability (including any losses, costs, expenses, and attorney's fees) arising out of or resulting from any injury (including death) in persons, damage to property or other types of claims, including but not limited to slander, libel or plagiarism, directly or indirectly, caused by the Service and due to the acts or omissions of Customer.

13. Modifications, Improvements and General Administration.

NHS reserves the right to change any provision in these Standard Terms and Conditions by posting such on the NHS website. Such changes shall take effect when such changes are posted on NHS's website pursuant to Section 7. Further, NHS reserves the right, from time to time, to make changes in the configuration of the NHS proprietary facilities, rules of operation, accessibility periods, Customer identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving Customer at any particular address. NHS may perform all of the Service as specified in these Standard Terms and Conditions directly or may have some or all of the Service performed by its subsidiaries, affiliates or subcontractors.

14. Assignment.

Customer shall not assign its obligations hereunder without the prior written consent of NHS. Any attempted assignment or delegation in contravention of this Section 14 shall be null and void and the Customer's membership will immediately terminate, and any early termination fees will be charged

15. Re-sale

The Service is provided for the sole benefit of the end-user entering into this agreement and may not be re-sold, shared, bartered, given to another party, or the general public without prior written consent of NHS. This includes hosting of any applications, peer-to-peer sharing, servers, gateways, web sites, kiosks, and other services that NHS deems to be Re-sale use. Technical support for any server application will be billed at NHS's highest published hourly consulting rate.

16. Force Majeure.

Neither party shall be deemed in default of these Standard Terms and Conditions for delay, failure in performance, loss or damage due to any cause beyond its reasonable control, including, without limitation, fire, strike, embargo, explosion, power irregularities, earthquake, nuclear accident, volcanic action, flood, labor disputes, civil disturbances, government requirement, civil or military authority, acts of God or public enemy, inability to secure products or transportation facilities, acts or omissions of common carriers or other causes beyond its reasonable control, whether or not similar to the foregoing.

17. General.

(a) Except as otherwise specifically stated in these Standard Terms and Conditions, the provisions of these Standard Terms and Conditions are for the benefit of the parties hereto and not for any other person. (b) Any additional or different terms of Customer's purchase order, whether or not such terms materially alter these Terms and Conditions, shall be deemed objected to by NHS unless these Standard Terms and Conditions are expressly amended in writing by the parties hereto. Execution of a Customer's purchase order shall not operate as an amendment to these Standard Terms and Conditions. Whenever printed, typed, stamped or written provisions of Customer's purchase order conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall control. (c) Waiver by either party of any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default. (d) The terms and conditions contained in these Standard Terms and Conditions that by their sense and content are intended to survive the performance hereof by either or both parties hereunder shall so survive the completion of performance, cancellation or termination of Customer's membership. (e) These Standard Terms and Conditions shall be construed in accordance with the laws of the State of Colorado without regard to any conflicts of law. The parties hereby agree to binding arbitration under the rules of the American Arbitration Association. Such arbitration shall take place in Lakewood, CO. (f) If any of the provisions of these Standard Terms and Conditions shall be invalid

or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable these Standard Terms and Conditions, but rather (unless a failure of consideration would result there from) these Standard Terms and Conditions shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of NHS and Customer shall be construed and enforced accordingly. (g) These Standard Terms and Conditions merges all prior written and oral communications between the parties and defines the entire agreement of the parties regarding the subject matter hereof.

Term: 1 year
Speed/Monthly Fee (check 1 product, and 1 install option)

Solo Wireless Products:

128K @ \$55/month

256K @ \$75/month

512K @ \$95/month

Install option (check 1)

Standard \$500

With yearly pre-payment \$250

Standard Wireless Products:

256K @ \$110/month

512K @ \$195/month

768K @ \$295/month

1000K @ \$495/month

Install option (check 1)

Standard \$500

With yearly pre-payment \$0

T1/T3/OC3 Internet Products

1 Mbit over Frame/ATM \$200 (Plus Qwest line fees)

1.5 Mbit over Frame/ATM/ \$300 (Plus Qwest line fees)

___ Mbit over Frame/ATM \$200/Mbit (Plus Qwest line fees)

Domain hosting

___ Domains @ \$30/year/domain

Other Internet Service Products

Optional Hardware purchase:
Hardware products are provided as a convenience by NHS, and are provided without any warranty, liability, or tech support from NHS. Products may have manufacture's warranty and tech support which are the sole responsibility of the manufacturer. Customer may be charged a consulting fee of \$100/hr if customer requires NHS to repair, provide tech support, or provide computer consulting resulting from the use of these products. NHS retains an equity interest in all equipment until full payment has been remitted.

Initial here _____ to acknowledge these terms.

___ Proxim indoor wireless bases @ \$100 each

___ Proxim indoor wireless USB adaptors @ \$75 each

___ Proxim indoor wireless PCMCIA adaptors @ \$75 each

___ PCI Ethernet cards @ \$50 each

___ USB Ethernet adaptors @ \$50 each

___ PCMCIA Ethernet adaptors @ \$50 each

___ 4 port Ethernet hubs @ \$50 each

___ Ethernet Firewall/Routers @ \$100 each

___ @ ___ each

___ @ ___ each

___ @ ___ each

___ @ ___ each

___ @ ___ each

DNS primary: 216.87.90.164 DNS secondary: 216.87.90.2
Mail: mail.needhighspeed.net News: news.needhighspeed.net
Customer Name: _____
Install Address: _____
Install City, State, ZIP _____
Phone # _____
Billing E-mail _____
I agree to abide by these terms and conditions and certify that I have the authority and permission to install service at the above address.
Signature: _____ Date: _____