



COLUMBIA ENERGY, LLC

Standard Customer Internet Agreement

This Agreement is made this _____ day of ___Month___, Year between **Columbia Energy, L.L.C.** (CELLC) located at 2929 Melrose St., Walla Walla, WA 99362 (hereinafter "CELLC") and _____**Customer**, located at

Address

Phone

(hereinafter "Customer") for the purpose of providing internet equipment and services.

1. Term. This agreement is for a term of 2 years. After this term this agreement shall automatically renew for terms of one year if not renegotiated prior to renewal by customer or vendor. Customer may cancel this Agreement upon thirty (30) days advance written notice to the other party provided the initial term has been completed. If customer terminates this service prior to the end of the term they are subject to an early termination charge equal to the amount of the remaining contract rate. If Customer elects to terminate this Agreement after the contract period without 30 days written notice, an early termination charge in the amount of one month of service shall be payable by Customer to CELLC from the termination date.

2. Provision of Services and Equipment. CELLC will provide network connectivity for the purpose of gaining access to computing, and information services through the Internet. Customer understands connection speeds may periodically vary due to various load conditions throughout the Internet.

3. Fees and Costs.

- A. **Service Installation Fee.** The cost to activate the service is \$_____ (Payment is due with the first monthly bill).
- B. **Service Charges.** The monthly service charge for internet services is \$_____. All service and fee charges are effective upon continued service to Customer. Continued use of services after such notice constitutes Customer's acceptance of the charges. Customer agrees to pay all applicable taxes, whether imposed on CELLC or directly on Customer, which will be applied and included in Customer billing statements.

4. Payment of Amounts Due. Monthly service payments (and lease payments) shall be billed on the first day of service and thereafter on the 25th of the month. Payment is made in advance of services. Payment shall be due within thirty (30) days from the date of the invoice. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent and shall accrue interest at 1.5% per month on all outstanding principle amounts until paid. Delinquent accounts may be suspended until the amount due is paid in full. For reconnection of a suspended account there shall be assessed a reconnection charge in the amount of 1 months service. CELLC may assess a fee for any check returned for nonpayment. If Customer elects to pay for services and equipment through credit card, Customer authorizes CELLC to charge any amounts due from Customer to the credit card provided by Customer. Any amounts reimbursed to CELLC for services through the Universal Service Fund will be deducted from future billings or in the event of termination any amounts credited will be returned to customer.

In the event CELLC elects to collect amounts due (plus interest and penalty) through a collection agency and/or consults an attorney in connection with a default by the Customer to include bringing suit to enforce obligations under this Agreement, the undersigned promises to pay all costs thereof, including attorney's fees and costs.

5. Equipment and Security Agreement. All equipment, except for equipment specifically purchased and paid for in full by the Customer, will remain the property of CELLC. Customer may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Customer shall pay for the full cost of, or the repair or replacement of any lost, stolen, un-returned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs and attorney fees incurred by CELLC in obtaining or attempting to obtain possession of any such equipment.

Initial: _____



This Agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for the equipment specified above which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code. Customer hereby grants CELLC a security interest in said items. Customer agrees that CELLC may file this Agreement, as a financing statement. Customer further agrees to execute and deliver to CELLC, any other documents to perfect the security interest. Customer shall pay all costs of filing financing statements and any extensions, renewals, amendments and releases thereof. Upon an Event of Default, including the covenants to pay when due all sums secured by this Agreement, CELLC shall have the remedies of a secured party under the Uniform Commercial Code.

6. Permitting & Landlord Approval. Customer shall obtain any required permits and, if necessary, landlord approval for the placement of the equipment within the Customer's premise.

7. Use of Material. All content downloaded or uploaded using CELLC's system is the sole responsibility of the Customer. The Customer assumes all risks associated with material, including but not limited to, copyright restrictions, trademark restrictions, service mark restrictions, confidentiality limitations, trade secrets, patent restrictions or any other intellectual property rights.

8. Disclaimer. CELLC assumes no responsibility for Internet content. Customer acknowledges: (a) there may be content on the Internet or otherwise available through the services provided by CELLC, which may be offensive or not in compliance with local, state, or federal laws, rules or regulations, including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content; (b) use of CELLC's services to access information, content or other services is at its own risk; and (c) CELLC is a commercial Internet provider.

9. Restrictions. Customer is expressly prohibited from: (a) reselling any services offered by CELLC; (b) hosting a web site or similar server-related services such as email, if the service is to a residence or SOHO connection; (c) modifying, altering, reverse engineering, decompiling disks, or using in IP tunneling protocol; (d) broadcasting Routing Internet Protocol (RIP); or (e) from engaging in any act that violates any federal, state, county law or regulation.

Customer shall not interfere with the use of the CELLC system and disrupt services to other CELLC Customers to include, but not be limited to, the propagation of computer worms, viruses or "hacking" to make unauthorized entry to other computational, information, or communication devices or resources of others. Should Customer violate any provision of this section, CELLC, in its sole discretion, may immediately suspend services and terminate this agreement.

10. Termination and Default. Notice of termination (email, fax or U.S. Mail) shall be given in writing to the address listed in this agreement. In the event of termination, all amounts due or owing shall be paid within thirty (30) days of termination. Accounts not paid within thirty (30) days of termination shall be deemed delinquent.

CELLC may terminate this agreement for non-payment of fees and charges or violation of any term in this Agreement (a "default"), upon three (3) days advance written notice. Following notice of default, CELLC may retain all deposits, credits and thereafter seek to collect amounts due from the Customer. CELLC's liability for termination of this Agreement shall be solely limited to returning any unearned deposit or pre-paid service fees. CELLC shall not be liable for any incidental or consequential damages as a result of termination. Upon termination, all leased equipment shall be immediately returned to CELLC.

11. Indemnification/Release. Customer, its agent, successor and/or assigns hereby indemnify, release and hold harmless CELLC, its affiliates, subcontractors, employees, agents, assigns or successors from all liability for any costs, fees, claims, losses, actions, damages, suits, or proceedings arising out of or in any way related to the installation, use, or termination of CELLC's services (including equipment). Customer further releases CELLC from any responsibility or liability related to the accuracy, quality or confidentiality of any information available by or through CELLC's services. Customer further waives all claims for liability and damages related to Customer's loss of use, business interruption, personal injury or property damage caused by the equipment or services.

12. Limitation and Disclaimer of Warranties.

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES AND EQUIPMENT IS AT CUSTOMER'S SOLE RISK. NEITHER CELLC NOR ANY OF ITS LICENSORS, EMPLOYEES, SUPPLIERS OR AGENTS MAKES ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES. THE ENTIRE RISK OF THE QUALITY OF THE SERVICES IS BORNE BY CUSTOMER. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT

Initial: _____



COLUMBIA ENERGY, LLC

LIMITED TO WARRANTIES OF TITLE OR WARRANTIES THAT THE SERVICES ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.

ANY WARRANTIES FOR EQUIPMENT SHALL BE MADE BY AND COME FROM THE MANUFACTURER OF THE EQUIPMENT. CELLC DOES NOT OFFER NOR GRANT ANY WARRANTY FOR EQUIPMENT.

13. **Governing Law and Venue.** The laws of the State of Washington shall govern the terms of this Agreement. Venue shall be Columbia County, WA.

14. **Arbitration & Attorneys Fees.** The parties agree that any controversy or claim arising out of or relating to this Agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the commercial arbitration rules then in force of the American Arbitration Association. The arbitration award shall be final and binding. Judgment upon such arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration shall be entitled to its attorney's fees and costs including those incurred in any appeal.

15. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

CUSTOMER HAS READ AND AGREES TO THE TERMS OF SERVICE

Customer Signature Date

Accepted: CELLC

Print Name

By: _____

Robert Greene
Mgr. of Communications &
Information Technology
Columbia Energy L.L.C
A Wholly Owned Subsidiary of Columbia REA