

HIGH SPEED INTERNET SERVICE AGREEMENT

PLEASE CAREFULLY READ THIS AGREEMENT AS SET FORTH BELOW. THE AGREEMENT INCLUDES DISCLAIMERS OF LIABILITY AND OTHER MATTERS OF INTEREST TO USERS. BY LOGGING ONTO THE NETWORK, YOU AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT.

This High Speed Internet Service Agreement (the "Agreement") is entered into between you and Eleven Wireless Inc. ("Eleven") as of the date on which you indicate acceptance of the terms and conditions set forth below.

DESCRIPTION OF THE ELEVEN BROADBAND SERVICE

Eleven will provide you with: (a) high speed wired and/or wireless connectivity to the Internet in locations designated by Eleven for use in accordance with this Agreement; (b) 24x7 customer technical phone support (collectively, the "Broadband Service"). Eleven may, in its sole discretion, also provide you with certain other applications and content.

You agree that Eleven retains the right, but not the obligation, to restrict or terminate your Broadband Service at any time, if Eleven, in its sole discretion, determines that you are in violation of this Agreement and/or any other online policies posted at www.elevenwireless.com (collectively, the "Online Policies"). You agree that, if Eleven determines that you are in violation of this Agreement, any restriction or termination of your Broadband Service will be effective immediately, without prior notice. You agree that Eleven will have no liability to you for any restriction or termination of your Broadband Service pursuant to such violation. Eleven reserves the right to refuse the application or reapplication of anyone whose account has been canceled for a violation, or anyone whom Eleven suspects is acting on behalf of someone whose account has been canceled for a violation. Eleven reserves the right to cancel or suspend all other accounts belonging to you if one of your accounts was involved in a violation. Eleven reserves the right to disconnect and/or temporarily suspend an account from Eleven's service without warning if in Eleven's sole discretion there is a reasonable suspicion that such disconnection or suspension would prevent or interrupt a violation of this Agreement or the Online Policies. If the connection to Eleven's Broadband Service has no activity from the user for a period of five (5) minutes, then Eleven may disconnect services and end the session. You are responsible for obtaining and maintaining any communications equipment necessary to connect to Eleven Broadband Service, including wireless or standard network cards, computer hardware and

software. You are responsible for ensuring that such equipment or service is compatible with Eleven's requirements. In addition, you are responsible for maintaining the security of your account, password, files, network and user access, and any information you disseminate through Eleven's Broadband Service or other Internet services, and for all use of your account with or without your knowledge or consent, including, without limitation, any use of your account by minors.

WHAT IT COSTS TO USE ELEVEN'S SERVICE

Eleven Fees. In exchange for providing you with Broadband Service, you will pay the fees, if any, designated on the online authentication process web pages, either to Eleven by credit card or to the Venue (defined below) via your room bill or other payment method.

MEMBER REPRESENTATIONS AND AGREEMENTS

Content of Communications. The Broadband Service provides you access to information, communications, data, software, electronic documents, photographs, audio and video recordings, graphics, images, illustrations, animations, music, sounds, services and other materials located both on Eleven's computer servers and on the Internet (collectively, "Content"). As a matter of policy, Eleven does not pre-screen Content placed on or accessed through Eleven computer servers by any of its users. Moreover, Eleven does not have the practical ability to monitor, review, or restrict access to Content on Eleven servers prior to its transmission or to monitor all communications between parties. The Internet also provides access to individuals and organizations who are not Eleven users. Eleven does not have the capability to monitor, review, or restrict any Content made available by third parties on the Internet, to edit or remove any Content that is not on Eleven's own servers, nor to monitor all communications between parties. You agree that you shall be responsible for and bear all risk associated with the accuracy, completeness, reliability or usefulness of any Content available to you on or through the Broadband Service and for all your communication on the Broadband Service. You acknowledge that you may receive or be exposed to Content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that under no circumstances will Eleven be liable in any way for any Content, or for any action or inaction with respect to any such Content, posted on or through the Broadband Service and the Internet. Neither the hotel nor other venue owner where the Broadband Service is offered (together, the "Venue"), nor such Venue's management company nor Eleven, assume any liability for any damage to your computer, the data contained on it, or the security of any data transmitted over the Internet. It is your sole responsibility to protect your computer from viruses, loss of data, and/or unauthorized access.

Limitations on Number of Users and Account Usage. If applicable, you may not transfer or share your Eleven account with others and you may not disclose your digital certificate or other identification information used with the Broadband Service to any third parties. You are responsible for appropriate use of, and payment with respect to, the Broadband Service by any person. You agree that your use of the Broadband Service and the Internet is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations.

Registration Information. You agree to provide Eleven with accurate, complete registration information, to promptly notify Eleven of any changes in such information, and to verify such information as Eleven may request. If you do not provide Eleven with accurate registration information, you are not authorized to use the Broadband Service and your account may be terminated immediately. YOU AGREE THAT BY USING THE BROADBAND SERVICE YOU REPRESENT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

THIRD PARTY RIGHTS

CERTAIN PRODUCTS AND SERVICES PROVIDED TO YOU PURSUANT TO THIS AGREEMENT ARE PROVIDED BY AND/OR ARE PROPRIETARY TO ELEVEN. THE VENUE AT WHICH THE BROADBAND SERVICE IS PROVIDED IS A SEPARATE LEGAL ENTITY AND MIGHT BE MANAGED BY ANOTHER SEPARATE LEGAL ENTITY (“OPERATOR”). YOU ACKNOWLEDGE AND AGREE THAT THE VENUE, THE OWNER OF THE VENUE AND OPERATOR (COLLECTIVELY, WITH THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES AND AGENTS, THE “BENEFICIARIES”) ARE THIRD PARTY BENEFICIARIES OF THE TERMS OF THIS AGREEMENT AND HAVE THE RIGHT TO ENFORCE ALL OF ITS TERMS AND PURSUE ALL OF ITS REMEDIES IN THE SAME MANNER AS ELEVEN, AS IF EACH SUCH BENEFICIARY WAS A PARTY TO THIS AGREEMENT. THE INCLUSION OF SOME OR ALL OF THE BENEFICIARIES IN CERTAIN TERMS OF THIS AGREEMENT WILL NOT BE CONSTRUED TO DENY ANY OF THEM THEIR RIGHTS AS A THIRD PARTY BENEFICIARY IN ANY PROVISION WHERE THEY ARE NOT EXPLICITLY INCLUDED.

TREATMENT OF YOUR PERSONAL INFORMATION

The use of personal information shall be determined in accordance with Eleven's Privacy Policy available at www.elevenwireless.com.

INTELLECTUAL PROPERTY RIGHTS.

The Broadband Service provides access to Content that is protected by copyrights, trademarks, patents and other intellectual property rights ("Rights") of various third parties. You agree that your use of Content shall be governed by all applicable laws and regulations, and by the specific restrictions placed on such Content by the owners or licensors of the Rights in such Content.

You agree not to upload, download, display, perform, transmit or otherwise distribute on or through the Broadband Service any material (including, without limitation, any Content to which you have access through the Broadband Service) that is subject to another party's Rights, without that party's express permission or unless otherwise authorized by law. You acknowledge and agree that any such unauthorized conduct: (a) may result in termination of this Agreement, and; (b) may expose you to civil or criminal liability. WITHOUT LIMITING THE FOREGOING IN ANY WAY, YOU ACKNOWLEDGE AND ACCEPT THAT ELEVEN SHALL HAVE THE RIGHT, IN APPROPRIATE CIRCUMSTANCES, TO RESTRICT AND/OR TERMINATE YOUR ACCESS SERVICE IF YOU REPEATEDLY ENGAGE IN COPYRIGHT OR TRADEMARK INFRINGEMENT OR OTHER VIOLATIONS OF THE RIGHTS OF THIRD PARTIES.

Subject to the terms of this Agreement, Eleven will provide access to its software ("ElevenOS"), to you for use associated with the Broadband Service. Eleven grants you a limited, nonexclusive, nontransferable license to use ElevenOS solely for the purpose described above and only during your use of the Broadband Service. No other intellectual property right or license of any kind is granted, and you agree that Eleven owns and will continue to own, all right, title and interest in the intellectual property associated with ElevenOS including, without limitation, any patents, trademarks, tradenames, inventions, copyrights, know-how and trade secrets relating to the design, manufacture, operation and service of ElevenOS. You will not reverse engineer, disassemble, or decompile any portion of ElevenOS.

WARRANTIES; LIMITATIONS;

Eleven agrees to make reasonable efforts to ensure full and reliable performance of the Broadband Service. NEITHER ELEVEN, ITS AFFILIATES, PARTNERS, OTHER CONTENT PROVIDERS, NOR ANY OF THE BENEFICIARIES MAKE ANY WARRANTIES CONCERNING THE BROADBAND SERVICE, WHETHER EXPRESS, IMPLIED OR STATUTORY. ELEVEN AND THE BENEFICIARIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF TITLE, QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. NEITHER ELEVEN, ITS AFFILIATES, PARTNERS, OTHER CONTENT PROVIDERS, NOR ANY OF THE BENEFICIARIES ARE RESPONSIBLE FOR ANY COMPUTER VIRUS OR RELATED PROBLEMS WHICH MAY BE ATTRIBUTABLE TO ACTIVITIES CONDUCTED WHILE USING THE BROADBAND SERVICE. NEITHER ELEVEN NOR ANY OF THE BENEFICIARIES WARRANT THAT THE BROADBAND SERVICE WILL BE UNINTERRUPTED OR THAT THE USE AND OPERATION OF NETWORK SERVICES DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. IN NO EVENT WILL ELEVEN OR ANY OF THE BENEFICIARIES BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), OR USE OF THE BROADBAND SERVICE, OR ANY OTHER SERVICES PROVIDED TO YOU BY ELEVEN OR ANY OF THE BENEFICIARIES, OR USE OF ANY OF THE CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE BROADBAND SERVICE, HOWEVER IT ARISES, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, OR IN TORT EVEN IF ELEVEN OR ANY OF THE BENEFICIARIES HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

In jurisdictions where permitted, the liability of Eleven and/or any of the Beneficiaries to you, whether in contract or tort, shall be limited to the total amount of money paid to Eleven and/or Venue by you pursuant to this Agreement.

INDEMNIFICATION

You agree to indemnify, hold harmless and defend Eleven, Venue, and Beneficiaries and their owners, officers, directors, employees, subsidiaries, affiliates and agents from any and all claims, actions, proceedings, demands, losses, liabilities, damages, costs or expenses, including without limitation reasonable attorney's fees, made by any third party, arising out of or relating to (a) any Content you transmit, email, upload, post or otherwise make available through the Computer Service; (b) your use of or connection to the Computer Service; (c) your negligence or willful misconduct in connection with the Computer Service; (d) your violation of any of the Terms of

this Agreement; (e) your violation of the Rights of another; or (f) your violation of any applicable laws.

ACCEPTABLE USE

Eleven may remove, block, filter, or restrict by any other means any materials that, in Eleven's sole discretion, may be illegal, may subject Eleven to liability, or which may violate this Agreement. Eleven may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this Agreement may result in the suspension or termination of either access to the Broadband Service and/or Eleven account or other actions as detailed below. This Agreement should be read in conjunction with our other policies all of which are posted on our website at www.elevenwireless.com.

The following constitute violations of this Agreement (this list is intended to be illustrative and not exhaustive; other uses may violate the Agreement and Eleven remains the sole and final arbiter of acceptable usage of its Broadband Service):

- a. **Illegal use:** Using the Broadband Service to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder, including, but not limited to, regulations promulgated by the United States Securities and Exchange Commission and any rules of any national or other securities exchange including, without limitation, the New York Stock Exchange, the American Stock Exchange, or NASDAQ..
- b. **Harm to minors:** Using the Broadband Service to harm, or attempt to harm, minors in any way.
- c. **Threats:** Using the Broadband Service to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. **Harassment:** Using the Broadband Service to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- e. **Fraudulent activity:** Using the Broadband Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," unregistered sales of securities, securities fraud and "chain letters."
- f. **Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information or other identifiers in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

- g. Unsolicited commercial email/Unsolicited bulk email: Using the Broadband Service to transmit any unsolicited or unauthorized commercial email, bulk email or advertising. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- h. Disclosure of proprietary or confidential information: Using the Broadband Service to transmit any material (by email, uploading, posting or otherwise) that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as insider information; proprietary, confidential or trade secret information; or any other information learned or disclosed as part of an employment relationship or under a nondisclosure agreement).
- i. Viruses: Using the Broadband Service to transmit any material (by email, uploading, posting or otherwise) that contains software viruses, worms, or any other computer code, files or programs designed to disrupt, interfere with, destroy or limit the functionality of any computer software, hardware or telecommunications equipment.
- j. Disruption of service: Using the Broadband Service to interfere with or disrupt the Broadband Service or any servers or networks connected to the Broadband Service, or disobeying any requirements, procedures, policies or regulations of networks connected to the Broadband Service.
- k. Acquiring personal data: Using the Broadband Service to collect or store personal data regarding other users, unless authorized to do so.

TERMINATION OF SERVICE

Eleven and Venue reserve the right to suspend or terminate the Broadband Service to you, or to suspend or terminate any electronic mail address, IP address, Universal Resource Locator or domain name used by you, in the event it is used in a manner which constitutes a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws) or a violation of this Agreement. You understand and agree that any attempt to break or circumvent security, or to access an account that does not belong to you and which you are not authorized to access, will be considered a breach of this Agreement, and such breach may result in suspension or termination of the Broadband Service, and possibly to referral to law enforcement authorities. Unauthorized access to the Broadband Service, to restricted portions of the Broadband Service, or to the telecommunications or computer facilities used to deliver the Broadband Service, is a breach of this Agreement regardless of whether such activity constitutes a violation of law. Further, you are required to take adequate security measures to prohibit others from unauthorized access or use of the Broadband Service, and you must take prompt remedial measures upon notice of breach, or a potential breach, of security.

MODIFICATIONS TO THIS AGREEMENT

Eleven may at its sole option without prior notice: (a) revise the terms and conditions of this Agreement (including the Online Policies); (b) revise its billing rates and account surcharges; and (c) modify the services provided under this Agreement at any time. Any such revisions and modifications shall be binding and effective immediately on posting the revised Agreement at www.elevenwireless.com, or on notification to you by e-mail or United States mail. You agree to review subsequent versions of this Agreement as posted on Eleven's web site (including the Online Policies) periodically to be aware of any such revisions. You agree that, by continuing to use the Broadband Service following notice of any revision to the Agreement (including Online Policies), you accept any such revisions and agree to abide by any such revisions.

TERM

This Agreement is effective when you click the "Sign Up" or "Log In" button or when you first use the Broadband Service, whichever is first and shall expire upon conclusion of the time period for which you purchased the Broadband Access or earlier termination by Eleven for your breach of this Agreement.

ENTIRE AGREEMENT; GOVERNING LAW; CHOICE OF FORUM

This Agreement is the entire understanding between you and Eleven and/or you and Venue regarding the Broadband Service, and shall be governed by the laws of the State of Oregon without regard to conflicts of law principles. Any action brought relating in any way to this Agreement, the Broadband Services or any services provided to you by Eleven, shall be brought in the courts in Multnomah County, Oregon.