

Raw Bandwidth Communications, Inc.'s
DSL Term Commitment Agreement
Version 7/12/2007

Raw Bandwidth Communications' offers DSL service where DSL service is available utilizing AT&T Advanced Solutions' wholesale DSL Transport, and our own upstream Internet bandwidth, in the Greater San Francisco Bay Area. In exchange for a commitment to keep our DSL service for a minimum period of twelve (12) months, we offer certain benefits in the form of waived service activation (normally \$60) and a reduced monthly rate.¹ In this agreement, "Customer" or "you" refers to the subscriber of this service.

This agreement must be completed and returned (postmarked) within two weeks after your service due date in order to receive the full benefits; if returned after the deadline, Raw Bandwidth may bill installation charges, may refuse to provide the benefits of any equipment promotional offers, may bill month-to-month rates until its receipt with the term period starting upon receipt rather than the installation date, and may generally treat Customer's account as an existing month-to-month customer wishing to sign on to a term commitment including any applicable restrictions on existing customers. Please return this agreement promptly to ensure you receive the maximum benefits.

In the event Raw Bandwidth agrees to accept a new term agreement from an existing Customer on an in-service line in order for Customer to receive benefits of the agreement, such as a new lower rate card, the agreement term and its benefits will begin only upon receipt and acceptance of the properly completed acknowledgement form at the end of this document, and if a simultaneous speed change is involved in the request, at the completion of the speed change order by the underlying wholesale DSL Transport provider.

The term commitment and early termination obligations of this agreement apply only to the basic DSL Internet access service, available at a variety of speed options, and do not apply to any additional options you may select such as extra IP addresses, shell account, web hosting, etc, although you may subject yourself to other agreements with us in regard to those options.

Customer agrees to maintain DSL service for a minimum continuous period of twelve (12) months. This commitment is specific to the particular address and telephone line that service is installed on and with respect to which this agreement is executed.

It is Customer's responsibility to maintain the underlying AT&T/Pacific Bell telephone account without interruption, and under the same responsible-party on the telephone account as at the time of the initial DSL installation.² Customer understands that if DSL service with Raw Bandwidth is interrupted due to (a) change of the local phone service on the telephone line to a carrier other than AT&T/Pacific Bell, (b) disconnection of the underlying basic telephone service due to non-payment or any other reason, (c) change of the responsible-party/account-holder of the telephone line on which this DSL service is provisioned, or (d) any other reason which causes DSL service with Raw Bandwidth to be lost, then it will be treated as a disconnect under this term agreement and may incur early termination fees. Generally, Raw Bandwidth does not receive advanced notice from AT&T/Pacific Bell when changes to your phone account are about to occur which will disrupt DSL and require a new order to restore service. Please make sure your phone bill is being paid on time each month. Customer is advised to contact Raw Bandwidth for advice prior to making changes to their telephone service account on top of which this DSL service is provisioned, to avoid problems.

Customer agrees to be bound by Raw Bandwidth's billing policy, as posted on the Raw Bandwidth website (<http://www.rawbandwidth.com>), and as it may be revised from time to time. Customer

¹ New DSL customers may also have a DSL equipment offer and/or other offers available to them in conjunction with the term commitment. If available, any offer is documented on Raw Bandwidth's website.

² Raw Bandwidth does not require the telephone account and DSL account to belong to the same responsible-party, so long as the party responsible for the telephone account has given permission for DSL to be installed on top of it. At present, the responsible-party on the telephone account cannot be changed once DSL is installed on top without interrupting DSL due to telephone company restrictions. Raw Bandwidth will permit changes to the responsible-party on the telephone account without affecting our DSL service if/when the telephone company permits it in a reasonable fashion.

acknowledges that this billing policy includes the imposition of finance charges on past due balances, bad check and disputed credit card fees, and potentially suspension or termination for non-payment. Service suspension will not result in suspension or waiver of any applicable monthly fees. Customer understands that if service is terminated by Raw Bandwidth under its billing policy and the term of this agreement has not yet been completed, then the early termination fee will become immediately due and payable, and it is Raw Bandwidth's sole discretion whether to permit Customer to restore service.

If Customer terminates service early, or service is interrupted or terminated due to act or omission of Customer, an early termination fee equal to \$200, or the balance of monthly fees for the basic DSL service subject to this term agreement, whichever is less, will become immediately due and payable, in addition to any other fees outstanding or which accrue.

Customer will receive the discounted base monthly fee for term committed accounts disclosed on Raw Bandwidth's website at the time of the service order for the service plan (range of speeds) ordered by customer. Subsequent to the initial 12-month term, service will by default continue at the same base monthly rate ("rate-card rate") on a month-to-month basis; however, Raw Bandwidth reserves the right to increase the monthly service fee on 21-days notice. If such notice is given, it will be made by email to the on-file contact email address, and/or by postal mail to your on-file billing or service postal mail address. (It may be made by email alone). It is the present practice of Raw Bandwidth to leave base monthly rates the same so long as underlying costs have not substantially increased. Additionally, some, but not all, rate plans include an additional "in-term discount" that will appear on Customer's bill as a separate line item reducing the net monthly service billing *only* while the line is in the 12-month term-committed period; this credit expires at the completion of the 12-month term period and is prorated to the end-date of the commitment period, but Customer may have the option to enter into a new term commitment in order to receive similar in-term discounts as they are available from time to time. If Customer received additional promotion(s) resulting in a discount off the applicable rate-card rate, the rate Customer pays may revert automatically to a higher rate due to expiration of the promotional period, as disclosed in the promotion and without further notice.

Customer understands that a separately itemized Federal Universal Service Fund (FUSF) contribution reimbursement fee will be applied to its DSL service. The fee at the time of service establishment for each service plan speed is posted on the Raw Bandwidth website, and the amount of this fee may change from time to time without notice as described in the FUSF FAQ on the website. Customer is liable for the new FUSF rate even if it increases during this term agreement. Additionally, other FCC, CPUC, or government fees, taxes, or reimbursements may be assessed in the future, even during the term agreement.

If Customer moves to a new address within Raw Bandwidth's service area and restores service at the new address within 30-days under a then-available pricing plan available to existing customers on a new 12-month or longer term, then the early termination fee will be waived for the present term agreement. This offer is available only so long as Customer consults with Raw Bandwidth prior to moving service, and carefully follows Raw Bandwidth's instructions and requirements for how to move service under the particular circumstances. Customer is advised to contact Raw Bandwidth at least two weeks prior to any move (or longer if possible), and prior to placing any orders with the telephone company, so that we can advise regarding the best way to proceed for a smooth move. Raw Bandwidth cannot guarantee uninterrupted service during a move. Raw Bandwidth cannot guarantee the availability of service at a new address, nor the capability of a new address to support a particular service speed desired by Customer, and Customer is advised to contact Raw Bandwidth for an estimate about availability at a new address. Neither unavailability of service at a new address, nor un-attainability of the service speed desired by Customer at a new address, relieves Customer of the early termination fee or other obligations under this agreement.

At the sole discretion of Raw Bandwidth, Customer may be able to sign on to a new term agreement to receive new lower term pricing posted on the Raw Bandwidth website (a new rate-card). Customer understands that the availability of such an offer may change from time to time, and is in no way guaranteed.

Service speed downgrade: There is a \$50 fee to downgrade DSL speeds. With payment of the \$50 fee, Customer may downgrade service to a lower speed plan without resetting the term period, and service will be provided at the HIGHER of (a) the monthly rates available for the new service speed plan on term at the time the term began under this agreement, or (b) the cost presently available to *existing* customers on a new term agreement. If a downgrade is necessitated by degradation of the copper pair from the telephone company central office or remote terminal equipment up to the telephone company point of demarcation at

the customer's premise such that the minimum synch rate on the Customer's present service plan cannot be maintained, then a downgrade will be provided at no charge. See the preceding paragraph about the possibility of receiving a potentially lower cost by signing onto a new term.

Service speed upgrade: There is no charge to upgrade service speeds. Availability of faster speeds on a particular line depends on technical feasibility. Customer may upgrade service to a faster speed plan without resetting the term period, and service will be provided at the HIGHER of (a) the monthly rates available for that service speed plan on term at the time the term began under this agreement, or (b) the cost presently available to *existing* customers on a new term agreement. See the preceding paragraph about the possibility of receiving a potentially lower cost by signing onto a new term.

Raw Bandwidth and its DSL Transport circuit provider are responsible for DSL synch only up to the telephone company wiring point of demarcation for the service address. Customer, or in some cases Customer's landlord, are responsible for all inside wiring after the demarcation point at the premise. In the event Raw Bandwidth or one of its vendors dispatches field personnel, and it is determined that there is no trouble with the line from the demarcation towards the telephone company office or remote terminal, dispatch and/or inside wire repair charges may apply. Any such charges, as they may change from time to time, are posted on Raw Bandwidth's website. Raw Bandwidth will assist Customer over the phone at no charge to perform testing in an effort to determine which side of the demarcation trouble may be on prior to dispatching personnel. Any relief available to Customer for a DSL line that is believed to have become technically infeasible (such as due to degradation in the outside cabling that the telephone company will not address), such as the ability to downgrade service speeds at no charge, may only be available if Customer authorizes and assumes the risk of a potentially-chargeable field dispatch so that our DSL Transport circuit provider can satisfy themselves that the degradation is not due to inside wiring or customer premise equipment.

If Raw Bandwidth and its vendors are unable to deliver service to your address, or are unable to make the minimum service synch speeds for the service offering you ordered (unless you accept a slower speed), you may cancel service within 10-days of the initial installation due date and return the complete equipment package we provided (if applicable) in as-sent condition at your shipping expense with no further obligation. This clause applies only on the initial order, not on any attempts at upward speed changes, nor on any service moves.

In all cases, Raw Bandwidth reserves its right to refuse to accept a particular Customer for a term commitment based on credit worthiness, and any other factors not prohibited by law. Raw Bandwidth also reserves its right to release an individual Customer from their term commitment obligations without early termination fee and switch service to then-applicable month-to-month pricing if Raw Bandwidth deems itself unable or unwilling to continue service to a particular Customer at the monthly price Raw Bandwidth is otherwise obligated to provide service pursuant to this agreement. If Customer's service with Raw Bandwidth is terminated due to Customer's failure to comply with Raw Bandwidth's Appropriate Use Policy ("AUP") or to adhere to generally accepted standards of conduct on the Internet, or if Raw Bandwidth terminates Customer's service due to nonpayment of Raw Bandwidth's charges properly due, then Customer will be deemed to have violated this agreement and early termination charges will be due, without recourse of Customer to restore, move, or transfer service, or in any other way avoid the applicable early termination fee obligation. This agreement is intended to lay out the terms specifically associated with Raw Bandwidth's term commitment offers for DSL service and the associated benefits, and is NOT a complete statement of the terms under which Raw Bandwidth offers DSL and other Internet services.

END OF AGREEMENT TEXT – RETURN NEXT PAGE COMPLETED

Raw Bandwidth Communication's DSL Term Agreement
Acknowledgement Form

By signing below, you acknowledge and agree to the terms contained in the "Raw Bandwidth Communications, Inc.'s DSL Term Commitment Agreement", Version 7/12/2007, as presented to you by Raw Bandwidth without modification, and request that a term agreement be established on the DSL service with Raw Bandwidth indicated below. This form is the last page of the PDF document available on Raw Bandwidth's website and contains the agreement itself on the preceding pages.

Raw Bandwidth Communications, Inc.
PO Box 1305
San Bruno, CA 94066
Tel: 650-802-8006

Company: _____
Name: _____
Service Address: _____
City, State, Zip: _____
DSL Tel #: _____

X _____

Michael S. Durkin, President

Signed: _____

Print Name: _____

Date: _____

Date: _____

Please return a completed, original signed copy of this acknowledgement form to: Raw Bandwidth Communications, PO Box 1305, San Bruno, CA 94066

**MUST BE RETURNED WITHIN TWO WEEKS OF SERVICE
ACTIVATION DUE DATE FOR MAXIMUM BENEFITS**