

EXHIBIT 1
TO THE BROADBAND REGION T – WIRELESS BROADBAND SERVICE ORDER

As Used herein, "you" refers to Channel Partner and all of Channel Partner's End Users and customers.

iPass is solely responsible for the Service and the terms and conditions which govern your use of the Service, and you should consider iPass as your provider for the Service. iPass suppliers, including T-Mobile, are not parties to this Agreement and are not responsible to you for the proper performance or functioning of the Service. You agree that iPass suppliers have no responsibility or liability to you in connection with the Service, including its operation, performance or other attributes, and that your sole and exclusive recourse for any such issues shall be against iPass.

Service Availability. T-Mobile HotSpot locations and maps are subject to change at any time without notice. iPass and/or T-Mobile may impose usage or Service limits, suspend Service, or block certain kinds of usage in our sole discretion to protect users or our business.

Service Use Restrictions. Unless otherwise set forth by us in writing, you are receiving a single user account solely for your use of the Service through one unit per login session. You agree not to resell or attempt to resell any aspect of the Service, whether for profit or otherwise, share your IP address or ISP Internet connection with anyone, access the Service simultaneously through multiple units or to authorize any other individual or entity to use the Service. You agree that sharing the Service with another party breaches the Agreement and may constitute fraud or theft, for which iPass reserve all rights and remedies. You have no proprietary or ownership rights to a specific IP or other address, log-in name, or password that you use on any supplier's network. iPass Suppliers will assign you an IP address each time you access the Service, and it will vary. You shall not program any other IP address into your Unit. You may not assign your log-in name, password or IP address to any other person or Unit. You agree that iPass may investigate activity that may be in violation of this Agreement; or to comply with law. You agree not to use or attempt to use the Service, the T-Mobile HotSpot or any iPass supplier network or website, or your Unit for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to iPass' or iPass supplier's business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to: a. violating any applicable law or regulation; b. Posting or transmitting content you do not have the right to post or transmit; c. Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right; d. Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, abusive, harmful or otherwise objectionable as determined in iPass' sole discretion; e. Attempting to intercept, collect or store data about third parties without their > knowledge or consent; f. Deleting, tampering with or revising any material posted by any other person or entity; g. Accessing, tampering with or using non-public areas of the Service or any T-Mobile website or T-Mobile's computer systems and network; h. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; i. Attempting to access or search the Service or any T-Mobile network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by us or other generally available third party web browser; j. Sending or attempting to send unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail"; k. Using or attempting to use the Service or any T-Mobile website to send altered, deceptive or false source-identifying information; l. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any T-Mobile website; m. Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or any T-Mobile website, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any T-Mobile website; or n. Impersonating or misrepresenting your affiliation with any person or entity.

If iPass suspects violations of any of the above, iPass or iPass suppliers may: a) institute legal action, b) immediately, upon notice to you suspend or terminate the Service and/or Agreement, c) cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with us in investigating suspected violations.

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Privacy and Security. Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy cannot be guaranteed, and iPass is not liable to you or any other party for any lack of privacy you experience while transmitting data. iPass strongly encourages and supports certain customer-provided security solutions, such as virtual private networks, encryption and personal firewalls. You agree to protect your username and password and you are responsible for any usage of your account. You agree to immediately notify iPass of any unauthorized use of your account or other security breach.