

Verizon Terms of Service for Purchasers of Business DSL Service Before Jan. 9, 2006

THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS, IN CONNECTION WITH YOUR USE OF VERIZON ONLINE'S SERVICES.

PLEASE READ THEM CAREFULLY.

This Master Agreement between GTE.Net LLC d/b/a Verizon Internet Solutions, a Delaware limited liability company or its' affiliates as set forth herein as Attachment A, ("we", "our" or "Verizon") and the Customer ("you", "your". "Company") includes the Service Quotations ("Quotation") provided to you, our Acceptable Use Policy ("AUP"), as set forth at http://business.verizon.net/policies/acceptable_use.asp, as well as our Privacy Policy located at <http://business.verizon.net/policies/privacy.asp> (collectively, "Agreement"). **Your acceptance of the Terms of Service indicates your agreement to comply with our Terms of Service and related policies regarding your use of the Services. You agree with and are deemed to have accepted this Agreement upon the earlier of: (a) submission of your order; (b) your accepting the Terms of Service electronically or in the course of installing the Software; (c) your use of the Service; or (d) retention of the Software we provide beyond 30 days following delivery.**

The following terms apply to all Services (as defined below):

- 1. Services.** The term "Service" shall mean Verizon Business DSL Service ("DSL Service"), Verizon Business E-Mail Service ("E-M Service"), Dial-Up Mobility Broadband Internet Service ("Mobility Service"), including all Software (as defined in Paragraph 9 below), and such other products or services as you may subscribe to with Verizon. The Service shall also include any software or hardware that we provide you in connection with the Service to which you have subscribed. Verizon Business DSL Service utilizes transport service provided by your local Verizon telephone company. If you change your local telephone company, or move your local telephone service to a wireless service provider we may in our discretion either terminate your account or continue to provide DSL service at existing rates terms and conditions. If your local Verizon telephone company provisions transport service to your location utilizing fiber optic technologies, we may in our discretion terminate your DSL Service. In cases of such termination, we will offer to you Verizon Fios Internet Service for Business and we will disclose to you applicable rates and additional terms, if any, that may differ from the DSL Service provided under this Agreement.
- 2. Term.** This Agreement shall be effective upon your acceptance of this Agreement, as provided above, and shall continue for twelve (12) months thereafter (the "Initial Term"). After the Initial Term, it shall continue on a month-to-month basis until terminated by either party as permitted by this Agreement. We reserve the right to terminate the Service (or any part thereof) in the event we cease to offer the Service. If we cease offering the Service (or any part thereof), we will give you at least thirty (30) days advance notice. Billing on your account will begin following completion of provisioning of DSL Service.
- 3. Prices.** Prices are guaranteed for the Initial Term of Service. For any Service offered on a month-to-month basis, we will give you at least thirty (30) calendar days prior notice of a price change. You are responsible for all charges associated with the Service and rate plan selected, including but not limited to a) applicable taxes, b) surcharges, c) Federal Universal Service Fund, tax and other recovery fees, d) telephone charges, e) activation fees, f) installation fees, g) setup fees, h) equipment charges, i) termination fees, and J) other non-recurring charges. The taxes, fees and other charges detailed in this section a) - d) may vary on a monthly basis; any variation will be reflected in your monthly charge. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to interest and charges due to insufficient credit or insufficient funds.. Activation fees, installation fees, setup fees,

equipment charges, and other non-recurring charges, if applicable, will be included in your first month's bill. Monthly recurring charges will be billed one month in advance; usage charges will be billed in arrears, if applicable. Verizon or its agent will bill you directly, or bill your credit card or your local Verizon telephone bill (telephone billing available in selected areas only), as you request and as approved by Verizon. Verizon does not accept debit cards for payment of any charges or fees. PLEASE NOTE: IF YOU ELECT TO BE BILLED FOR YOUR DSL SERVICE ON YOUR VERIZON PHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE VERIZON CHARGES INCLUDED ON YOUR PHONE BILL.

4. **Payment and Late Fee.** We will invoice you monthly. Payment to Verizon is due upon receipt of invoice and shall be made in U.S. currency. A payment received thirty (30) calendar days or more after the invoice date is considered past due. If your charges are billed by your Verizon local carrier, the Late Fee will be equal to the late payment charge that the local exchange carrier applies. If your charges are not billed by your Verizon local carrier, you agree to pay interest of 1.5% for each month or part of a month (or the maximum interest allowed by law, whichever is less). Verizon may assign unpaid delinquent charges to a collection agency for action. If Verizon uses legal action to recover monies due, you agree to reimburse Verizon for all expenses incurred to recover such monies (including attorney's fees). You also authorize Verizon to conduct a credit search which we may use to determine your credit worthiness. Verizon may cancel our order or terminate this Agreement if, in its sole opinion, the results of such credit search are deemed unacceptable.
5. **No Warranties.** ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL NOT CREATE A WARRANTY. USE OF VERIZON TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, WE DISCLAIM, WITH RESPECT TO ALL SERVICES, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NONINFRINGEMENT. WE WILL PROVISION YOUR QUALIFIED LINE FOR DSL AT THE MAXIMUM LINE RATE AVAILABLE TO YOUR LOCATION BASED ON OUR STANDARD LINE QUALIFICATION PROCEDURES, UNLESS YOU HAVE SELECTED A LEVEL OF SERVICE WITH A LOWER MAXIMUM LINE RATE. YOU AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IN ADDITION, VERIZON DOES NOT GUARANTEE THAT DSL SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE. THE PROVISIONING AND PERFORMANCE (SPEED) OF VERIZON DSL SERVICE IS SUBJECT TO CIRCUIT AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES AND NETWORK/INTERNET CONGESTION, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VERIZON SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY VERIZON-PROVIDED EQUIPMENT). VERIZON DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY VERIZON WILL MEET YOUR NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.
6. **Your Responsibilities.** You represent that you are over the age of eighteen. You further acknowledge and agree that you are solely responsible for all use of the Service and the manner in which the Service is used, including without limitation the protection, storage, backup and security of your data, software, computer network and other facilities; your choice of equipment, software (including all upgrades thereto) and online content; and all other matters related to how you access and use the Service. You agree that your use of the Service and the Internet is your sole responsibility and that your use of the Service, and the Internet is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. You further agree that the reliability, availability and performance of data or services accessed through the

Internet or other services connected or linked to the Service are beyond our control and are not in any way warranted or supported by Verizon. You agree to provide us with the access and support required to allow us to implement, maintain and provide the Services. In addition, you agree that we may from time to time send you information relating to the Service (including but not limited to password information), via electronic mail over the Internet to your primary Verizon email address. You consent to our distribution of such information to you electronically. You may not resell the Service or access to Service, directly or indirectly, to third parties without our written agreement. If you do resell or permit others to use the DSL Service, you are responsible for all use of your DSL Service by others (with or without our permission).

7. **Indemnification.** You agree to indemnify us and hold us harmless for any damages, costs, liabilities and attorney's fees we incur from any claim arising from your use of the Services, or the use of your DSL Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of the Services with other products or services not provided by us, or your modification of the Services. In such event, you agree to conduct the defense and have control of the litigation and settlement, if any. However, you agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without Verizon's prior written consent. We agree to give you prompt notice of all claims and to cooperate in defending against the claim.
8. **Compliance with Laws.** You agree not to use, or permit others to use, the Service in ways that (i) violate any law or applicable regulation or our AUP or other policies, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment of our network or other networks. By way of example and not limitation, you agree not to distribute unsolicited advertising, chain letters or other unsolicited bulk electronic mail (i.e., spam); propagate computer worms, destructive programs or denial of service attacks or viruses; use a false identity; attempt to gain unauthorized entry to other computers, data or any site or network; distribute child pornography, obscene or defamatory material over the Internet; or infringe copyrights, trademarks or other intellectual property rights. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Service. If the Service is provisioned outside the U.S., you agree to abide by all applicable local laws and regulations, including without limitation any laws governing the import of the Service. We reserve the right to suspend or terminate the Service (or any portion thereof) without notice in the event that your use of the Service, in our sole judgment, violates any applicable law, regulation or ordinance, or the terms of this Agreement or our AUP, or otherwise adversely affects or threatens any Verizon network or service, customer or employee, or, if you are determined to be a repeat infringer under our repeat infringement policy set forth in our AUP. We also reserve the right to provide information about your account and your use thereof to third parties as required or permitted by law.
9. **Software Provided.**
 - a. Verizon may provide to you, at no cost or for a fee, software owned by Verizon or its third party licensors, providers or suppliers in connection with the Services ("Software"). You may use the Software in object code form only, on the hardware on which it is installed, only as part of or for use with the Service and for no other purpose. The Software may be accompanied by an end user license agreement from Verizon or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes an end user license agreement unless you first agree to the terms and conditions of the end user license agreement.
 - b. If the Software is not accompanied by an end user license agreement from Verizon or a third party, you are hereby granted a personal, revocable, non-exclusive, non-transferable license by Verizon or its third party licensors, providers or suppliers, to use the Software (and any corrections, updates and upgrades thereto), for the sole purpose of enabling you to use the Service.

- c. You agree that the Software is the confidential information of Verizon or its third party licensors, providers or suppliers, which you shall not disclose to others or use except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Verizon or its third party licensors, providers, or suppliers. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that Verizon or its third party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades. The Software may be used in the United States only, and any export of the Software is strictly prohibited. We reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. The Software may be used in the United States only, and any export of the Software is strictly prohibited.
 - d. IF AT ANY TIME DURING THE TERM OF THIS AGREEMENT VERIZON PROVIDES YOU WITH FREE OR FOR-FEE SOFTWARE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, CLIENT AND/OR NETWORK SECURITY SOFTWARE, YOU AGREE THAT YOUR SOLE RIGHT TO RECOURSE, IF ANY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR FAILURE OF SUCH SOFTWARE TO PERFORM, IS AGAINST THE MANUFACTURER OF SUCH SOFTWARE OR PERIPHERAL EQUIPMENT.
 - e. Verizon provides technical assistance and support for the Software in accordance with its policies. Unless otherwise provided, Verizon does not provide technical assistance or support for third party Software. Technical assistance or support with regard to third party software provided by the Software supplier is provided in accordance with such third party's policies or other terms.
 - f. Your license to use the Software shall remain in full force and effect during the Initial Term and any renewal terms, unless and until it is terminated by Verizon, its third party licensors, providers or suppliers, or until this Agreement expires or is terminated.
10. **Return of Equipment and Software.** Upon termination or expiration of this Agreement, you agree to return to us all hardware (other than hardware you have purchased from us) which we have provided to you in connection with the Service, and to cease use of all the provided Software and immediately delete such Software from your computer. In the event such hardware and software is not returned to us within thirty (30) calendar days following such termination or expiration, we reserve the right to charge you, and you agree to pay, the undepreciated list price of the unreturned hardware and software.
11. **Customer Equipment and DSL Performance.** You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software updates, patches or other fixes, which are or may become necessary to access the DSL Service, and to operate your computer. The preceding obligations apply regardless of whether Verizon or a third party provided the software or hardware to you. You understand that DSL bandwidth is provided on a per line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Service and the type of use (e.g. streaming media or downloading larger files). Only the manufacturer's warranties are included with any

hardware or software provided by us shall apply. Hardware (modems, routers or other equipment) provided is new or fully inspected and tested return unit under full warranty.

12. **Termination for Default.** Either party may terminate or cancel this Agreement if the other fails to cure a material breach of the Agreement within thirty (30) calendar days after receiving written notice of the breach. We reserve the right, but assume no obligation, to suspend performance immediately if you are more than thirty (30) calendar days overdue in payments or if, in our reasonable judgment, you have violated any provision of this Agreement, including our AUP.
13. **Monitoring of System Performance.** Verizon automatically measures and monitors network performance and the performance of your Internet connection in order to improve the level of Service. Verizon also will access information about your computer's settings in order to provide customized technical support. No adjustments to your computer settings will be made without your permission. Verizon does not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Verizon or its authorized vendors, contractors and agents. By using the Service you consent to Verizon's monitoring of your Internet connection and network performance, and the access to and adjustment of your computer settings, as set forth above, as they relate to the Service or other services which Verizon may offer from time to time.
14. **Government Entities.** Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Verizon or its third party licensors, providers and suppliers. The use of Software and documentation is further restricted in accordance with the terms of this Agreement, or any modification.
15. **Resolution of Disputes.**
 - a. The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
 - b. At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may mutually agree to utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications that are not prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
 - c. If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit

in writing to a party, and that party shall so respond, to a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents and requests for admission. Each party is also entitled to take the oral deposition of one (1) individual representing another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) calendar days of the demand for arbitration. The arbitration shall be held in Fairfax County of the Commonwealth of Virginia. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The times specified in this section may be changed upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- d. Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (to include reasonable search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

16. **Limitation of Liability.** IN NO EVENT SHALL VERIZON OR ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE TO YOU FOR (A) ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY THIRD PARTY.
17. **Limitation of Damages.** OUR AGGREGATE LIABILITY TO YOU FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY NON-INSTALLATION, SECURITY BREACH, FAILURE OR DISRUPTION OF SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO CHARGES PAID BY YOU UNDER THE APPLICABLE SERVICE AGREEMENT DURING THE PERIODS WHEN SUCH CLAIM AROSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN THESE JURISDICTIONS OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
18. **Third Party Beneficiaries.** ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO VERIZON'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.
19. **Changes or Updates to the Services.** Verizon reserves the right to make changes to the Service or any portion thereof. If such a change adversely affects your use of the Service, and we cannot reasonably mitigate the impact, then you may terminate the Service without further obligation.
20. **IP Addresses and Domain Name Registration.** Upon expiration, cancellation or termination of the Agreement or an applicable Quotation, you agree to return to us any IP addresses or address blocks assigned to you by us. If we deem it necessary, you may be required to renumber the IP addresses assigned to you by us. Where applicable, all fees associated with domain name registration and periodic maintenance of domain names are your responsibility. The registrar or we, on registrar's behalf, will bill such fees directly to you. Such fees are not included in the price of the Service. You agree to abide by the domain name registrar's terms and conditions provided to you prior to obtaining domain name service from us. Domain name registration is limited to the following extensions: .net, .com, and .org. Verizon does not guarantee that your choice of names is or will continue to be available for use as a domain name.

21. **Force Majeure.** If the performance of any obligation hereunder is interfered with by reason of any circumstance beyond our reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of any third party, we shall be excused from such performance to the extent necessary, provided that we shall use reasonable efforts to remove such causes of nonperformance.
22. **Publicity.** Customer shall not use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with Verizon or its affiliates, or from which any association with Verizon, or its affiliates may be inferred or implied, in any manner without the prior written permission of Verizon.
23. **Choice of Law. You and Verizon agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.**
24. **Miscellaneous.** The terms and conditions of this Agreement supersede all previous agreements, proposals or representations related to the Service. You may not assign this Agreement without our prior written consent. We may freely assign this Agreement. Any changes to this Agreement, or any additional or different terms in your purchase orders, acknowledgments or other documents, will not be effective unless expressly agreed to in writing by us. Any notices or demands or other communications which under the terms of this Agreement or under any statute must or may be given or made by either party shall be in writing to the respective parties as set forth herein. Notices to us shall be to the attention of the Legal Department. Either party may change the notice address or addressee by giving notice thereof to the other party. Notices may be given to the address* listed below by first class U.S. mail, or nationally recognized overnight express courier. Notices shall be deemed to have been given on receipt if delivered by overnight express courier or three (3) days after delivery to the United States Postal Service if mailed. If any of the terms or conditions in this agreement are properly found to be invalid or unenforceable by a government body, the remaining terms or conditions of this agreement shall not be affected by the finding and shall continue to apply as necessary to reflect the original intention of the parties. Verizon's failure at any time to enforce any provision of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided shall in no way be construed to be a waiver of such provision, right, remedy or option or in any other way affect the validity of this Agreement. The exercise by Verizon of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice Verizon from exercising thereafter the same or any other rights or remedies or options.

*GTE.Net LLC d/b/a Verizon Internet Solutions
4055 Corporate Drive, Suite 400
MC: GA1A05, Legal Dept.
Grapevine, Texas 76051

The following additional terms apply to DSL Service with static IP, dynamic IP Services ("DSL Service") (and bundles containing this DSL Service):

25. **Service Description.** DSL Service provides you dedicated access to the Internet. Further details of the DSL Service are set forth in the Service Description for the applicable version of the DSL Service you have selected or as indicated on the Quotation. Service Descriptions are available from your sales representative; the Service Description is incorporated herein by reference.

26. **Renewal.** You may renew any DSL Service subject to a one-year commitment under this Agreement by calling us at 1-888-649-9500 before the expiration of the Initial Term. If the Initial Term expires before it has been renewed in writing, then we may continue to provide you with such DSL Service on a month-to-month basis, at our then-current undiscounted list prices, until the Initial Term has been renewed in writing or terminated as set forth below.
27. **Service Cancellation; Money Back Guarantee; Early Termination Fees for DSL Service.** If you wish to cancel your DSL Service, you may do so by calling us at 1-888-649-9500. DSL Service is subject to a thirty-(30) calendar day money-back guarantee, which begins upon billing, pursuant to which you may cancel the DSL Service and receive a full refund of all monthly charges paid as well as any one-time charges and equipment charges, if any, paid to us. If you cancel your DSL Service within 30 calendar days, you agree to return to us all hardware which we have provided to you in connection with the DSL Service prior to receiving a refund on said equipment charges or additional equipment charges will apply. We will provide you with a pre-paid mailing label and instructions for the return of this equipment. If you cancel after the first thirty-(30) calendar days of DSL Service but before completing the Initial Term, you agree to pay us (a) all Service fees accrued as of the cancellation date and (b) if you cancel during the first eight months of your Initial Term, you agree to pay a termination fee in the amount of one hundred dollars (\$100). Activation or set-up fees paid at the initiation of DSL Service are not refundable. It is agreed that Verizon's damages if DSL Service is canceled shall be difficult or impossible to ascertain; thus, the provisions of this Section are intended to establish liquidated damages in the event of cancellation and are not intended as a penalty.
28. **Move/Down-grade change order activities and associated fees.** You may down-grade and/or move your existing DSL Service or phone line to another qualified DSL Service or phone line for an additional one-time fee. There is no additional charge for up-grading your DSL Service. Your Initial Term will not be altered as a result of such change order activity.

The following additional terms apply to E-Mail Service ("E-M Service") (and bundles containing such services as a component):

29. **Services.** E-M Service provides you with business e-mail services. Further details of the E-M Service are set forth in the Service Description for the version of the E-M Service you have selected, which is incorporated herein by reference. E-M Service does not include Internet access or other interLATA services.
30. **Service Level Guarantee and Limited Remedy.** A description of the current Service Level Guarantee applicable to E-M Service is available on our Web site at http://www2.verizon.net/policies/outourced_agreement.asp and is incorporated herein by reference. We reserve the right to change, amend, or revise the Service Level Guarantee at any time, with or without prior notice. In the event of any change in the Service Level Guarantee, your warranties and/or remedies may change. This Service Level Guarantee is not applicable to promotional accounts or E-Mail Services provided to you at no charge or for basic level email accounts purchased by you. THE WARRANTIES AND/OR REMEDIES DESCRIBED IN THE THEN-CURRENT SERVICE LEVEL GUARANTEE FOR THE APPLICABLE BUSINESS E-MAIL SERVICE ARE YOUR SOLE REMEDIES UNDER THE AGREEMENT. THIS SERVICE LEVEL GUARANTEE IS THE SOLE AND EXCLUSIVE REMEDY FOR FAILURE OR DEFECT OF BUSINESS E-MAIL SERVICE.
31. **Renewal.** You may renew the E-M Service by calling us at 1-888-649-9500 before the expiration of the Initial Term to renew the E-M Service for an additional term of one year or more. If the Initial Term expires before it has been renewed in writing, then we may elect to continue to provide you with the E-M Service on a month-to-month basis, at our then-current undiscounted list price, until the Initial Term has been renewed in writing or terminated.
32. **Service Cancellation.** You may cancel the E-M Service at any time by providing us thirty (30) calendar days prior written notice. In the event you wish to cancel your E-M Service, you may do so by calling us at 1-

888-649-9500. If you cancel during the Initial Term, you agree to pay us: (a) all Service fees accrued as of the cancellation date and (b) a termination charge equal to fifty percent (50%) of the applicable monthly rate times the number of months remaining in the Initial Term. You are responsible in all cases for the full amount of telephone company circuit cancellation charges incurred by you as a result of your cancellation.

33. **Billing.** We will invoice you on a monthly basis, based on the average number of mailboxes in service for the previous calendar month based on the daily number of mailboxes in service (excluding E-mail accounts provided to you at no charge).

The following additional terms apply to Mobility Service (and bundles containing such services as a component):

34. **Services.** Mobility Service provides you with analog or digital access to the Internet. Further details of the Mobility Service are set forth in the Service Description for the version of the Mobility Service you have selected. Service Descriptions are available from your sales representative, which is incorporated herein by reference.
35. **Payment.** You will be billed generally on a monthly basis with monthly recurring charges billed in advance and any applicable usage charges billed in arrears. Unless otherwise stated in your rate plan, Mobility Service includes 20 usage hours per month. Customer will be billed for all applicable usage charges exceeding this threshold limit.
36. **Acceptable Usage of Mobility Accounts.** You agree to use your Mobility Service account(s) only in association with Verizon Business DSL Service and solely according to the terms of this Agreement. Mobility Service may not be used to host a dedicated or commercial server, or a non-commercial server in violation of our AUP; only one log-on session per connection type at a time is permitted; and you may not have more than one newsgroup session for your User ID.
37. **Inactivity Disconnect Policy.** If your account is idle for fifteen minutes, it will be subject to automatic log-off and without notice. An account session may be deemed to be idle if there appears to be no interactive, human-generated data received from the remote user's computer system within a prescribed amount of time.
38. **Local telephone, Toll and Long Distance Charges.** Whether you are accessing the Service from your place of business or away from your place of business, you are responsible for all telephone charges, and Verizon does not guarantee or warrant that any dial-up access numbers provided will be a local call from your location. VERIZON IS NOT RESPONSIBLE FOR ANY CHARGES, INCLUDING BUT NOT LIMITED TO LONG DISTANCE AND METERED LOCAL OR TOLL CHARGES INCURRED WHEN YOU ACCESS THE SERVICE. YOU SHOULD CHECK WITH YOUR LOCAL PHONE COMPANY TO DETERMINE WHETHER A DIAL-UP NUMBER YOU HAVE SELECTED IS A LOCAL CALL FROM YOUR LOCATION AND WHETHER ANY CHARGES APPLY. ADDITIONAL CHARGES, WHICH MAY BE SUBSTANTIAL, APPLY TO REMOTE DIAL-UP ACCESS, WHICH IS AVAILABLE FROM CERTAIN LOCATIONS ONLY.
39. **Renewal** of your Mobility Service is in accordance with Section 26 above.
40. **Service Cancellation and Early Termination Fees** are in accordance with Section 27 or 31 above depending on the type of DSL Service you choose.

The following additional terms apply to Personal Web Space:

41. **Personal Web Space ("PWS")** may be made available to you as an optional feature of the Service. Additional terms and conditions applicable to PWS, including pricing if applicable, are posted on the Website at My Web Space. You must read and accept these PWS terms prior to your use of the PWS Service. In the event of a breach by you of this Agreement or the terms and conditions applicable to PWS, Verizon reserves

the right immediately to terminate your PWS without notice. Verizon reserves the right to delete all data, files, and other information stored on or for your PWS upon termination of your Service for any reason. You understand that we do not provide telephone technical support for PWS.

Attachment A

Affiliates:

Services in New Jersey provided by Verizon Online – New Jersey LLC

Services in Maryland provided by Verizon Online – Maryland LLC

Services in Pennsylvania provided by Verizon Online – Pennsylvania Partnership

V-WB15