

**END USER INTERNET ACCESS AGREEMENT
(Corporate)**

This End User Internet Access Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 200__ (“Effective Date”), by and between: (a) _____ (_____, a _____ corporation, with offices at _____ (“Company”)); and (b) _____, a _____ corporation, with offices at _____ (“Client”) for itself and on behalf of its Authorized Users. Company and Client are collectively referred to as the “parties”.

1. Service

a. *Service.* Subject to the terms and conditions set forth in this Agreement, Company agrees to provide to Client the services as set forth at Exhibit A (“Service”) of non-transferrable and non-exclusive access to the Internet by means of a network connection specified at Exhibit A and providing individual accounts and passwords for Client’s employees (“Authorized Users”) in the number and as stated at Exhibit A.

b. *Accessibility.* Client understands that from time to time the Service may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company.

c. *Equipment.* Except as expressly set forth at Exhibit A, Client shall be solely responsible for providing, maintaining and ensuring compatibility with the Service, all hardware, software, electrical and other physical requirements for Client’s and its Authorized Users’ use of the Service, including, without limitation, telecommunications and digital transmission connections and links, routers, local area network servers, virus software, firewalls, or other equipment and services required to access and use the Service.

2. Client’s Representations

Client represents and warrants to Company that: (a) Client has the power and authority to enter into and perform its obligations under this Agreement; (b) Client and its Authorized Users shall comply with all terms and conditions of this Agreement, including, without limitation, the provisions set forth at Section 3; (c) prior to executing this Agreement, Client has advised and notified each of its Authorized Users in writing of all terms, conditions, duties and obligations of Authorized Users under this Agreement, and each Authorized User agrees to all such terms, conditions, duties and obligations applicable to Authorized Users under this Agreement; (d) Client and its Authorized Users have agreed to an email and internet use policy which provides that all data, information and content transmitted or received by any Authorized User on or via the Service shall be owned by and property of Client, and that no personal data or information of or concerning Authorized Users will be transmitted on or via the Service and no Authorized User has an expectation of privacy with respect to data or information transmitted or received by any Authorized User; and (e) the undersigned representative of Client is authorized to execute this Agreement on behalf of Client and on behalf of all Authorized Users.

3. Prohibited Uses

Client and its Authorized Users are solely responsible for any and all acts and omissions that occur under any account or password issued to Client and/or its Authorized Users by Company, and Client and its Authorized Users agree not to engage in or permit any Authorized User, agent, contractor or employee of Client to engage in any unacceptable use of the Service, which includes, without limitation, use of the Service to: (a) disseminate or transmit unsolicited messages, chain letters

or unsolicited commercial email; (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) export, re-export or permit downloading of any message or content in violation of any export and import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and exemptions; (f) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Service or any other computer network; (g) disseminate or transmit viruses, trojan horses or any other malicious code or program; or (h) engage in any other activity deemed by the Company to be in conflict with the spirit or intent of this Agreement.

4. Limitations

a. *Security.* Client and its Authorized Users are solely responsible for the security, confidentiality and integrity of all messages and content Client or any Authorized User receives, transmits through or stores on, through or via the Service. Client and its Authorized Users are solely responsible for any authorized or unauthorized access to any account or password issued to Client or any Authorized User by Company. Client and its Authorized Users agree to bear all responsibility for the confidentiality of any account or password issued to Client or any Authorized User by Company and all use or charges incurred from use of the Service with such account or password.

b. *Non-Disclosure.* Company agrees to comply with all laws and regulations applicable to the gathering, processing, storing, transmitting and dissemination of personal information. Company will not disclose to any third person, any information, data and content relating to Client or any Authorized User, agent, contractor or employee of Client's and its Authorized Users' use of the Service without Client's prior written consent, unless such action: (i) is required by law or regulation, but only to the extent and for the purposes of such law or regulation; (ii) is in response to a subpoena or order of a court or other governmental body but only to the extent of and for the purposes of such subpoena or order, and only if Company first notifies Client of the subpoena or order and permits Client to quash or seek an appropriate protective order; or (iii) is with written permission of Client, in compliance with any terms or conditions set by Client regarding such disclosure. Notwithstanding the foregoing, Client and its Authorized Users acknowledge and agree that all information, data and content (whether or not personally identifiable) that is made, transmitted, copied, stored or published by Client or any Authorized User on or via the Service is and shall be proprietary to Client and no Authorized User shall have any right thereto under this Agreement.

c. *Uncensored.* Client and its Authorized Users acknowledge that the Service includes complete, uncensored access to material on the Internet created, maintained and disseminated by persons other than Company, portions of which may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious and with respect to which Company exerts no editorial control, screening or blocking, measures.

5. Payment

a. *Payment.* Client shall pay Company for the Service, the initial setup fee and monthly charges in the amounts set forth at Exhibit B applicable to the Service level chosen by Client ("Fees"), and at such times provided by the payment schedule specified at Exhibit B. Company expressly reserves the right to change the Fees at any time, upon notice to Client.

b. *Other Charges.* Except as expressly set forth at Exhibit A, the Fees for the Service do not include any payment for any hardware, software, electrical and other physical requirements for

Client's or any Authorized User's use of the Service, including, without limitation, telecommunications and digital transmission connections and links, routers, local area network servers or other equipment or services required to access and use the Service.

c. *Taxes.* Client shall be solely responsible for and shall pay all sales, use, service or other taxes, duties or levies of any governmental entity (exclusive of taxes on Company's net income), including interest and penalties thereon, if any, relating to the Service, whether or not stated in any invoice to Client. Exclusive of the Service and any transaction contemplated by this Agreement, each party shall be responsible for and pay all sales, use, service, income or other taxes of any governmental authority, howsoever levied, based on or related to such party's sales or licenses of goods or services to or from any other person.

d. *Invoices.* Client agrees that amounts of any unpaid invoice shall accrue interest at one and one half percent (1.5%) per month. Client shall pay all costs of collection, including reasonable attorney's fees and costs, in the event any invoice requires collection efforts.

6. Termination

This Agreement is effective upon the Effective Date and shall continue in full force until terminated. Client may terminate this Agreement for any reason upon thirty (30) days notice to Company. Company reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Service; (b) suspend Client's or any Authorized Users' access to or use of the Service; or (c) terminate this Agreement.

7. Disclaimer of Warranty

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT CLIENT'S AND ITS AUTHORIZED USERS' SOLE RISK. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES COMPANY MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE.

8. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT, ANY AUTHORIZED USER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR THE INTERNET GENERALLY, INCLUDING, WITHOUT LIMITATION, CLIENT'S OR ANY AUTHORIZED USER'S USE OR INABILITY TO USE THE SERVICE, ANY CHANGES TO OR INACCESSIBILITY OF THE SERVICE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY CLIENT OR AUTHORIZED USER TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SERVICE, OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SERVICE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL COMPANY'S LIABILITY TO CLIENT AND ALL AUTHORIZED USERS FOR ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE AND/OR THE INTERNET GENERALLY EXCEED THE TOTAL FEES PAID BY CLIENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING ACCRUAL OF SUCH CAUSE OF ACTION. SOME STATES PROHIBIT THE EXCLUSION OR LIMITATION OF

INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO CLIENT AND ITS AUTHORIZED USERS. IF CLIENT AND/OR ANY AUTHORIZED USER IS DISSATISFIED WITH THE SERVICE, CLIENT'S AND ITS AUTHORIZED USERS' SOLE AND EXCLUSIVE REMEDY SHALL BE FOR CLIENT AND ITS AUTHORIZED USERS TO DISCONTINUE USE OF THE SERVICE AND/OR TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 6.

9. Indemnification

Client agrees to indemnify, hold harmless and defend Company, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) Client's or any of its Authorized User's breach of this Agreement; (b) Client's or any of its Authorized User's use of the Service, including any data or work transmitted or received by Client or any Authorized User; (c) any unacceptable use of the Service, including, without limitation, any statement, data or content made, transmitted, copied, or republished by Client or any Authorized User which is prohibited as unacceptable at Section 3; or (d) any and all claims or actions by any Authorized User of Client against Company.

10. Miscellaneous

a. *Independent Contractors.* The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

b. *Amendment.* Company shall have the right, at any time and without notice, to add to or modify the terms of this Agreement, simply by delivering such amended terms to Client by email at the address provided to Client by Company. Client's or any Authorized User's access to or use of the Service after the date such amended terms are delivered to Client shall be deemed to constitute acceptance of such amended terms.

c. *Waiver.* No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

d. *Severability.* If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

e. *Notice.* All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either parties' last known post office, facsimile or e-mail address, respectively. Client hereby consents to notice by email at the address provided to Client by Company. Any notice to any Authorized User need only be sent to Client and all Authorized Users appoint Client as their agent for receipt of notice. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.

f. *Law.* This Agreement shall be governed by the laws of the State of _____ without reference to conflicts of laws.

g. *Forum.* All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts in the State of _____. The parties irrevocably submit