

hi(Q) Data Corp.

Service Agreement

Date: _____

AGREEMENT

The following are the terms and conditions of the SERVICE AGREEMENT (“the “Agreement” or “Service Agreement”) between HIQ DATA Corporation, a Florida Corporation (“HIQ DATA Corp”, “we” or “us”), and the Customer signing this Agreement (the “Customer”, “you” or “your”).

For the consideration exchanged herein and other good and valuable consideration, receipt of which is acknowledged by the parties, HIQ DATA CORP and Customer agrees as follows:

1. Term of Service:

The initial term of the Agreement shall be for the term set forth on the Customer Order Form or the duration of the term of any Services, as defined below, purchased by Customer at execution of this Agreement or subsequent thereto (including purchasing Services as a result of moving Customer's location) whichever is greater (“Term”). The effective date of this Agreement shall be the date the last party signs this Agreement (“Effective Date”). This Agreement shall be renewed automatically upon the expiration of the Term for successive terms unless either party notifies the other party in writing at least thirty (30) days prior to the expiration of the Term or respective term.

2. Service/Pricing:

A. HIQ DATA CORP agrees to provide Customer with Voice services for local and long distance telecommunication services, internet services and/or any other services selected on the form entitled “Fees and Hardware/Services Selected” attached hereto as the Customer Order Form during the Term and successive terms for the agreed upon price set forth in this Service Agreement and exhibits hereto, and, if requested and approved by HIQ DATA CORP in writing, may assist Customer in troubleshooting and repairing problems with Customer's telephone system during the Term and successive terms (collectively “Service” or “Services”). Customer shall pay for all products and hardware listed on the Customer Order Form in connection with the Services. If HIQ DATA CORP agrees to perform Services in connection with troubleshooting and repairing problems with Customer's telephone system or any other problem arising in whole or in part out of Customer's network malfunction or deficiency, products or services provided by Customer or third parties or acts or omissions of Customer or third parties, HIQ DATA CORP will charge Customer for said Services at a mutually agreeable hourly rate. In addition, HIQ DATA CORP agrees to comply with the Service Level Agreement posted on HIQ DATA CORP'S website, www.hiqdata.net (“Website”) and specifically at <http://www.hiqdata.net/legal>, and which is an exhibit to this Agreement. All Services and Products purchased after the effective date of this Agreement shall be subject to this Agreement, as amended. In the event Customer terminates a Service prior to the start of Service date (“Installation Date” or “Start of Service Date”) or subsequent thereto, Customer shall pay HIQ DATA CORP all third party charges incurred by HIQ DATA CORP as a result of the termination and arising out of this Agreement, including without limitation the DATA Service Termination Fee set forth in section 2 A.1 and charged if Service is terminated on or before the Installation Date (there may be additional fees charged by third parties for termination of DATA Service) and all amounts paid or owed to third parties by HIQ DATA CORP in connection with the purchase, lease or providing of equipment or products to Customer as a result of this Agreement, in addition to all other amounts recoverable under this Agreement or under applicable law.

A.1. When canceling Metropolitan Ethernet products the associated cancelation fees will be no less than the Monthly Recurring Costs multiplied by the number of months remaining in the term. When cancelling Voice or Wireless Data based services the associated cancelation fees will be no less than 50% of the Monthly Recurring Costs multiplied by the number of months remaining in the term.

Upon thirty (30) days notice, HIQ DATA CORP may increase its prices for Services for the upcoming renewal term. Customer acknowledges and accepts that the activation fee is non-refundable and immediately due upon entering into this Agreement. Prices are exclusive of all sales, use and other taxes and government and regulatory fees. Customer is responsible for any pertinent federal, state, municipal, local or government sales, use, excise or other taxes, fees or charges as a result of Customer's subscription to Service or a relevant later enacted regulation. HIQ DATA CORP may request references and other information from Customer to establish creditworthiness. If HIQ DATA CORP decides that Customer is not creditworthy, it may request payment and/or deposit in advance.

B. Internet Access Products. If Customer opts to purchase DATA Internet Access service and/or related products including metro Ethernet service (collectively “DATA Service”), DSL Service, or Wi-Max customer agrees to the “Internet Access Terms and Conditions” set below: .

i. Pricing/Fees: HIQ DATA CORP will not order any products until payment set forth above is received by HIQ DATA CORP and clears. Applicable sales and gross receipts taxes may not be included in the initial pricing but nevertheless is Customer's responsibility to pay forthwith. **Failure of Customer to make such payment upfront will result in delay of service connection, as HIQ DATA CORP will not order or assist in implementing any services until such payment is received.** If Customer requests a change to its DATA Services, Customer must first pay an additional fee to HIQ DATA CORP before HIQ DATA CORP implements the change. ii. Customer Obligations: HIQ DATA CORP will contact Customer upon receiving an Installation Date by the local loop or circuit provider or other third party provider. At this time, Customer *must* commit to a date for which HIQ DATA CORP can connect Customer to complete the installation of DATA Service(s) or Voice Service. Customer agrees to have all necessary equipment and/or personnel ready for the installation of DATA Service(s) or Voice Service by the agreed-upon Installation Date. If Customer does

not have the necessary equipment and/or personnel ready for the installation of Service(s) by the Installation Date, or if Customer must change the Installation Date for any reason whatsoever, Customer is liable for payment of the circuit, and for any other costs incurred by HIQ DATA CORP in connection with Customer's Service(s) from the original, agreed-upon Installation Date. This remains true whether Customer is fully installed or not.

Payments for the DATA Service and the Voice Service do not begin until Customer is fully connected with the Service(s) purchased. Any additional charges incurred by HIQ DATA CORP on Customer's behalf, above and beyond the normal installation, or monthly access charges, including additional wiring, services, or equipment supplied by the circuit provider upon installation, or other service, will be passed on to Customer and will be due upon receipt.

C. Only the directors, officers, and employees of Customer shall utilize the Network connection provided by HIQ DATA CORP. Customer may not sell, lease, license, rent, or assign the connection or any parts of the connection to any party not named in this Agreement.

3. Internet Access Terms and Conditions

3.1 Applicability: This Service Schedule is applicable only where Customer orders Internet Access and associated services.

3.2 Definitions. Any capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement. (A) "Excused Outage" shall be events not limited to theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, terrorist action, court order, requisition, or order of governmental body or authority preventing HIQ DATA Corporation' staff from completing work. (B) "CPE" Customer Premise Equipment "Customer Wi-MAX or Wi-Fi Radio Device (C) "Broadband Service" HIQ DATA Corporation High-Speed Internet service and or Wi-MAX broadband service.

3.3 Unauthorized Devices or Tampering: Customer agrees not to attach any unauthorized device to HIQ DATA Corporation Equipment or the Services. If Customer makes any unauthorized connection or modification to HIQ DATA Corporation Equipment or the Services or any other part of our wireless network, HIQ DATA Corporation may terminate Customer Service and recover such damages as may result from Customer actions. Unless expressly authorized by HIQ DATA Corporation, Customer agrees not to install anything to intercept or receive any of the Services offered over our wireless network or to assist any person in intercepting or receiving any of the Services offered over our wireless network. Customer also agree that Customer will not attach anything to the Inside Wiring, HIQ DATA Corporation Equipment or Customer Equipment, whether installed by Customer or HIQ DATA Corporation, which singly or together impairs the integrity of our wireless network or degrades our wireless network's signal quality or strength or creates signal leakage.

3.4 Customer hereby agree that HIQ DATA Corporation may recover damages from Customer for tampering with any HIQ DATA Corporation Equipment or any other part of our wireless network or for receiving unauthorized Service(s). Customer agrees that it would be difficult if not impossible to calculate precisely the lost revenue resulting from Customer receipt of unauthorized Service(s) or the alteration or improper use of HIQ DATA Corporation Equipment. Customer therefore agrees to pay HIQ DATA Corporation as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Services in addition to our cost to replace any altered, damaged or unreturned HIQ DATA Corporation Equipment or other equipment owned by HIQ DATA Corporation, including any incidental costs. The unauthorized reception of the Services may also result in criminal fines and/or imprisonment.

3.5 Access To Customer Premises: Customer agrees to allow HIQ DATA Corporation and our agents the right, to enter at reasonable times Customer property upon which the Services and/or HIQ DATA Corporation Equipment will be provided (the "Premises"), for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and/or HIQ DATA Corporation Equipment used to receive any of the Services. Customer warrant that Customer are either the owner of the Premises or that Customer have the authority to give HIQ DATA Corporation access to the Premises. If Customer are not the owner of the Premises, Customer are responsible for obtaining any necessary approval from the owner to allow HIQ DATA Corporation and our agents into the Premises to perform the activities specified above. In addition, Customer agrees to supply HIQ DATA Corporation or our agent, if HIQ DATA Corporation ask, the owner's name, address and phone number and/or evidence that the owner has authorized Customer to grant access to HIQ DATA and our agents to the Premises.

3.6 Maintenance And Ownership Of Equipment: HIQ DATA Corporation Equipment. Customer agrees that except for the wiring installed inside the Premises ("Inside Wiring"), all HIQ DATA Corporation equipment belongs to HIQ DATA Corporation or other third parties and will not be deemed fixtures or in any way part of the Premises. HIQ DATA Corporation Equipment includes all new or reconditioned equipment installed, provided or leased to Customer by HIQ DATA Corporation or our agents, including but not limited to, cabling or wiring and related electronic devices, CPE (Customer Premise Equipment "Customer Wi-MAX or Wi-Fi Radio Device), Routers, Switches, any other hardware and all software or "downloads" to HIQ DATA Corporation Equipment. Customer agrees to use HIQ DATA Corporation Equipment only for the Services pursuant to this Agreement. We may remove or change the HIQ DATA Corporation Equipment at our discretion at any time the Services are active or following the termination of Customer Service(s). Customer agrees to allow HIQ DATA Corporation access to the Premises for these purposes. Customer may not sell, lease, abandon or give away the HIQ DATA Corporation Equipment, or permit any other entity, group or individual/s to use the HIQ DATA Corporation Equipment. The HIQ DATA Corporation Equipment may only be used in the Premises. At Customer request, HIQ DATA Corporation may relocate the HIQ DATA Corporation Equipment in the Premises for an additional charge, at a time agreeable to Customer and HIQ DATA Corporation. CUSTOMER UNDERSTAND AND ACKNOWLEDGE THAT IF CUSTOMER ATTEMPT TO INSTALL OR USE THE HIQ DATA CORPORATION EQUIPMENT OR SERVICES AT A LOCATION OTHER THAN THE PREMISES, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. Customer agrees that Customer will not allow anyone other than HIQ DATA Corporation employees or agents to service the HIQ DATA Corporation Equipment. We suggest that the HIQ DATA Corporation Equipment in Customer possession be covered by Customer renters, or other insurance. Customer is directly responsible for loss, repair, replacement and other costs, damages, fees and charges if Customer does not return the HIQ DATA Corporation Equipment to HIQ DATA Corporation in an undamaged condition.

3.7 Customer Equipment: Responsibility: HIQ DATA Corporation has no responsibility for the operation or support, maintenance or repair of any equipment, software or services not provided by HIQ DATA Corporation that Customer elects to use in connection with the Services or HIQ DATA Corporation Equipment (the "Customer Equipment".)

3.8 Non-Recommended Configurations: Customer Equipment that does not meet HIQ DATA Corporation's minimum technical or other specifications constitutes a "Non-Recommended Configuration." NEITHER HIQ DATA CORPORATION NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE CUSTOMER TO SUCCESSFULLY INSTALL, ACCESS,

OPERATE OR USE THE SERVICES. CUSTOMER ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, CUSTOMER, CUSTOMER PREMISES OR HIQ DATA CORPORATION EQUIPMENT. NEITHER HIQ DATA CORPORATION NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. HIQ DATA Corporation reserves the right to deny Customer support for the Services and/or terminate Service(s) if Customer use a Non-Recommended Configuration.

3.9 Inside Wiring. Customer may install Inside Wiring, such as additional cable wiring and outlets, provided it does not interfere with the normal operations of our cable network. If Customer has HIQ DATA Corporation install Inside Wiring, HIQ DATA Corporation will charge Customer for that service. Regardless of who installed it, HIQ DATA Corporation consider the Inside Wiring Customer property or the property of whomever owns the Premises. Accordingly, Customer is responsible for the repair and maintenance of the Inside Wiring, unless Customer and HIQ DATA Corporation have agreed otherwise in writing. (If Customer does not own the Premises, contact Customer landlord or building manager about the repair or maintenance of Inside Wiring.) If Customer has HIQ DATA Corporation repair or maintain the Inside Wiring, HIQ DATA Corporation will charge Customer additional fees for such service.

3.10 Customer agrees that Services and Equipment provided by HIQ DATA will only be at the Customers service address and only for business and commercial purposes, unless otherwise specifically authorized by HIQ DATA Corporation in writing. Customer will not use the HIQ DATA Corporation Equipment at any time at an address other than the Premises without our prior written authorization. Customer agrees and represent that Customer will not resell or permit another to resell the Services in whole or in part. Customer will not use or permit another to use the HIQ DATA Corporation Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted HIQ DATA Corporation policy applicable to the Services. Use of the HIQ DATA Corporation Equipment or Services for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited.

3.11 Customer acknowledges that Customer is accepting this Agreement on behalf of all persons who use the HIQ DATA Corporation Equipment and/or Services and that Customer shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable HIQ DATA Corporation policies including, but not limited to, acceptable use and privacy policies. Customer further acknowledge and agree that Customer shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Services. Customer agrees to indemnify, defend and hold harmless HIQ DATA Corporation and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Services, the HIQ DATA Corporation Equipment and/or the Customer Equipment or the breach of this Agreement or any of the applicable HIQ DATA Corporation policies by Customer or any other user.

Acceptable Use Policy: *The HIQ DATA Corporation Acceptable Use Policy ("AUP") and other policies concerning Broadband Service are posted on the Service's Web site at www.HIQDATA.net (or an alternative Web site if HIQ DATA Corporation so notify Customer). Customer further agrees that HIQ DATA Corporation may modify the AUP or other policies from time to time. Notwithstanding anything to the contrary in this Agreement, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE TERMS OF THE AUP AND ANY OTHER APPLICABLE HIQ DATA CORPORATION POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME WITHOUT NOTICE BY POSTING A NEW VERSION OF THE AUP OR POLICY AS SET FORTH ABOVE. CUSTOMER AND OTHER USERS OF THE SERVICE SHOULD CONSULT THE AUP AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.*

3.12 Prohibited Uses of Broadband Service. Customer agrees not to use Broadband Service for operation as an Internet service provider, a server site for ftp, telnet, rlogin, e-mail hosting, "Web hosting" or other similar applications, for any business enterprise, or as an end-point on a non-HIQ DATA Corporation local area network or wide area network unless expressed written consent for such use/s is provided by HIQ DATA CORPORATION. Customer agrees to indemnify, defend and hold harmless HIQ DATA Corporation and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) arising out of any breach of this Section including, but not limited to, any claims based on or arising out of any material violation of any applicable law.

4. IP Service Terms

4.1 Applicability. This Service Schedule is applicable only where Customer orders HIQ DATA Corporation IP Service. HIQ DATA Corporation IP Service may be designated as Premium Blended bandwidth, or Value Plus bandwidth in customer orders, order acceptance, service delivery, and/or billing (and related) documents.

4.2 Definitions. Any capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

4.2.1 "Back-Up Port" shall mean any HIQ DATA Corporation High Speed IP Service port other than the Primary Port that is configured to send/receive traffic only in the event that the applicable Primary Port becomes unavailable to send or receive traffic. The Back-Up Port must be identified as such in the Customer Order and provisioned on a HIQ DATA Corporation router or switch (within the same HIQ DATA Facility) that is separate from the Primary Port.

4.2.2 "Committed Data Rate" shall mean the minimum data rate committed by Customer and set forth in the Customer Order (expressed in Megabits per second (Mbps)).

4.2.3 "Primary Port" shall mean any HIQ DATA Corporation High Speed IP Service port that is configured to send/receive Customer's HIQ DATA Corporation High Speed IP Service traffic during normal network operations, as identified in the applicable Customer Order.

4.2.4 "Receive Traffic" shall mean traffic from any origination point that is received by Customer from the HIQ DATA Corporation network.

4.2.5 "Send Traffic" shall mean traffic from any origination point that is sent by Customer onto the HIQ DATA Corporation network.

4.3 Service Description. HIQ DATA Corporation High Speed IP Service is an IP transit service (including dedicated IP access port(s)) providing access to the HIQ DATA Corporation IP network and the global Internet. HIQ DATA Corporation High Speed IP Service is available through Ethernet interfaces. HIQ DATA Corporation High Speed IP Service is available in a "Standard" configuration or a "Protected" configuration. Standard HIQ DATA Corporation High Speed IP Service is configured with a single Primary Port and no Backup Port. Protected HIQ DATA Corporation High Speed IP Service is configured with both a Primary Port and a Backup Port.

4.4 Charges. Customer may elect to be billed based on a Committed Data Rate or at a Fixed Rate. The manner of billing selected will be set

forth in each Customer Service Order.

4.4.1 Committed Data Rate charges for HIQ DATA Corporation High Speed IP Service consist of four (4) components: (a) a non-recurring installation charge per port; (b) a monthly recurring port charge (if applicable); (c) a monthly recurring charge based on the Committed Data Rate; and (d) monthly usage charges to the extent usage in a particular month exceeds the Committed Data Rate. The Committed Data Rate shall apply to either a particular HIQ DATA Corporation High Speed IP Service port or in the aggregate to more than one HIQ DATA Corporation High Speed IP Service ports provided hereunder, as stated in the applicable Customer Order(s) for such ports. The "Aggregate CDR: billing option (as defined below) is not available for all port interface speeds. The following shall apply (as applicable):

4.4.1.1 If the Committed Data Rate applies to a particular HIQ DATA Corporation High Speed IP Service port, Customer's per port usage of HIQ DATA Corporation High Speed IP Service (both Send Traffic and Receive Traffic) across such port will be sampled every five (5) minutes for the previous five (5) minute period. At the end of the month, the top five percent (5%) of Send Traffic and Receive Traffic samples for such port shall be discarded. The highest of the resulting ninety-fifth (95th) percentile value for Send Traffic or Receive Traffic for such port will be compared to the Committed Data Rate applicable to the port. If the ninety-fifth (95th) percentile of either Send Traffic or Receive Traffic is higher than the applicable Committed Data Rate, Customer will, in addition to being billed for the Committed Data Rate, be billed at this ninety-fifth (95th) percentile level for any usage in excess of such Committed Data Rate at the contracted-for price per Megabit.

4.4.1.2 If the Committed Data Rate applies in the aggregate to more than one HIQ DATA Corporation High Speed IP Service ports (an "Aggregate CDR") as set forth in the Customer Order for such ports, Customer's usage of HIQ DATA Corporation High Speed IP Service (both Send Traffic and Receive Traffic) will be sampled every five (5) minutes for the previous five (5) minute period for each such port. At the end of the month, the top five percent (5%) of Send Traffic and Receive Traffic samples shall be discarded for each port. The higher of the resulting ninety-fifth (95th) percentile value for Send Traffic or Receive Traffic for each such port will be added together to determine Customer's aggregate usage and such aggregate usage will be compared to the Aggregate CDR. If such aggregate usage is higher than the Aggregate CDR, Customer will, in addition to being billed for the Aggregate CDR, be billed for any aggregate usage in excess of the Aggregate CDR at the contracted-for price per Megabit. Unless otherwise agreed in writing by the parties, Aggregate CDRs apply only to the ports listed in the Customer Order. If Customer orders additional ports in a separate subsequent Customer Order(s), the Aggregate CDR stated in the new Customer Order shall be as stated therein for the ports set forth in such Customer Order. Alternatively, if Customer seeks to have the ports previously subject to an Aggregate CDR also contribute to the Aggregate CDR set forth in the new Customer Order(s), the new Customer Order(s) may provide for an increase in the Aggregate CDR for all such ports.

4.4.2 Fixed Rate charges for HIQ DATA Corporation High Speed IP Service consist of two (2) components: (a) a non-recurring installation charge per port; and (b) a monthly recurring port charge.

4.5 IP Addresses. IP addresses that may be assigned on a temporary basis from HIQ DATA Corporation to Customer from HIQ DATA are non-portable and are the sole property of HIQ DATA Corporation. HIQ DATA Corporation reserves the right to change the IP address assignments at any time. IP addresses allocated by HIQ DATA Corporation must be returned to HIQ DATA Corporation in the event service is discontinued. Customer agrees that it will have no right to IP addresses upon termination of this Agreement and that any change required of Customer after termination shall be the sole responsibility of Customer.

4.6 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any HIQ DATA High Speed IP Service or any ports provided pursuant to this Service Schedule to a third party without the express written consent of HIQ DATA Corporation. *NOTE: Section 6.7 Does not apply to customer service plans which include a static protocol ("IP") address(es) as a component of Broadband Service*

4.7 HIQ DATA Corporation will provide Customer with dynamic Internet protocol ("IP") address(es) as a component of Broadband Service, and these IP address(es) can and do change over time. Customer will not alter, modify, or tamper with dynamic IP address(es) assigned to Customer or any other customer. Customer agrees not to use a dynamic domain name server or DNS to associate a host name with the dynamic IP address(es) for any commercial purpose. Customer also agree not to use any software that provides for static IP address(es) on or in conjunction with any computer(s) or network device connected to Broadband Service. If applicable, HIQ DATA Corporation will release and/or recover the dynamic IP address(es) when the Service or this Agreement is disconnected, discontinued, or terminated.

4.8 Responsibility for Content. Customer acknowledge that there is some content and material on the Internet or otherwise available through Broadband Service which may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations or may violate Customer protected rights or those of others. We assume no responsibility for this content or material. Anyone who accesses such content and material does so at his or her own risk. NEITHER HIQ DATA NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY CUSTOMER OR OTHERS. Questions or complaints regarding content or material should be addressed to the content or material provider. Customer acknowledge that software programs are commercially available that claim to be able to restrict access to sexually explicit or other objectionable material on the Internet. We make no representation or warranty regarding the effectiveness of such programs.

4.9 Monitoring of Postings and Transmissions. HIQ DATA Corporation shall have no obligation to monitor postings or transmissions made in connection with Broadband Service. However, Customer acknowledge and agree that HIQ DATA Corporation and its agents have the right to monitor, from time to time, any such postings and transmissions, including without limitation e-mail, newsgroups, chat, IP audio and video, and Web space content. HIQ DATA Corporation may also use and disclose them in accordance with the HIQ DATA Corporation High-Speed Internet Acceptable Use Policy and other applicable policies, and as otherwise required by law or government request. We reserve the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of this Agreement. Eavesdropping. Our facilities are used by numerous persons or entities including, without limitation, other subscribers to Broadband Service. As a result, there is a risk that Customer could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor Customer use of Broadband Service. This risk of eavesdropping exists not only with our facilities, but also on the Internet and other services to which access is provided as a part of Broadband Service. If Customer post, store, transmit, or disseminate any sensitive or confidential information, Customer do so at Customer sole risk. NEITHER HIQ DATA CORPORATION NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE

RELATING TO SUCH ACTIONS BY CUSTOMER. Customer acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. We make no representation or warranty regarding the effectiveness of these programs. FTP/HTTP Service Setup. Customer acknowledge that when using Broadband Service there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by other persons or entities to gain access to Customer's Equipment. Customer are solely responsible for the security of the Customer Equipment or any other equipment Customer choose to use in connection with the Service, including without limitation any data stored on such equipment. NEITHER HIQ DATA CORPORATION NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATING TO THE USE OF SUCH APPLICATIONS BY CUSTOMER, OR THE ACCESS BY OTHERS TO THE CUSTOMER EQUIPMENT OR OTHER EQUIPMENT OF CUSTOMERS.

4.10 File and Print Sharing. Broadband Service may function in some ways as a Local Area Network (LAN) with each Customer constituting a node on the network. As such, users outside of the Premises may be able to access the Customer Equipment and other equipment connected in some way to the Customer Equipment. In addition, some available software includes capabilities that will permit other users to gain access to the Customer Equipment and other equipment connected in some way to the Customer Equipment, and to the software, files and data stored on such equipment. Unless Customer are subject to a Broadband Service plan that expressly provides otherwise, HIQ DATA Corporation recommend that Customer connect only a single computer to Broadband Service and that Customer disable file and print sharing and other capabilities that allow outside users to gain access to the Customer Equipment. Customer acknowledge that if Customer fail to follow these recommendations and choose to run these applications, Customer should take appropriate security measures, and that Customer do so at Customer sole risk. NEITHER HIQ DATA CORPORATION NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATING TO ACCESS BY OTHERS OF THE CUSTOMER EQUIPMENT OR ANY OTHER EQUIPMENT CONNECTED IN SOME WAY TO THE CUSTOMER EQUIPMENT, OR TO THE SOFTWARE, FILES AND DATA STORED ON SUCH EQUIPMENT. Facilities Allocation. HIQ DATA Corporation reserves the right to determine, in its discretion, and on an ongoing basis, the nature and extent of its facilities allocated to support Broadband Service, including, but not limited to, the amount of bandwidth to be utilized and delivered in conjunction with Broadband Service.

4.11 Cookies. Customer acknowledge that accessing certain Web sites through Broadband Service may result in a "cookie" being placed on Customer computer system. Cookies are small files stored on a computer's hard drive to simplify and improve a user's Web experience. If Customer don't want them placed on Customer computer system, it is Customer responsibility to disable or restrict the placement of cookies through whatever procedures are available on Customer browser.

5. Software/Equipment Leases and Installment Sales:

No ownership right is granted to the software provided to Customer by HIQ DATA CORP hereunder. No right is granted for Customer to replicate, produce, copy or alter software. No right is granted for Customer to use, distribute, rent, lease, lend, supply or market the software, except as expressly provided under this agreement. Customer may not decompile, disassemble or reverse engineer the software.

If Customer leases equipment:

A UCC-1 statement may be filed with the appropriate state for equipment that is leased or financed from HIQ DATA CORP, naming HIQ DATA CORP as lien holder until equipment is returned or paid off, respectively. Customer is responsible for all shipping charges. Failure of Customer to return any equipment when due will result in late charges to the Customer pursuant to Section 6. Customer is responsible for protecting the equipment from any damage or loss of any kind. Customer agrees during the term of this agreement to keep the equipment fully insured against damage and loss, naming HIQ DATA CORP as the loss payee, and to obtain a general public liability insurance policy, including HIQ DATA CORP as an additional insured on the policy. Customer agrees to provide HIQ DATA CORP with certificates or other evidence of insurance upon request by HIQ DATA CORP. If Customer does not, HIQ DATA CORP has the right, but not the obligation, to obtain such insurance, in which Customer agrees to pay for all costs thereof. If the Equipment is damaged or lost, Customer agrees to purchase the equipment at its fair market value, or submit & ensure an insurance claim for the same. All equipment provided by HIQ DATA CORP shall be titled to HIQ DATA CORP at all times and for all purposes. The Equipment may be marked and identified as property of HIQ DATA CORP, which markings and identification shall not be removed or altered by the Customer. Customer will not cause, create or suffer any claims, including but not limited to, any liens, charges, encumbrances, or security interests in, on, or to the Equipment, and will defend, indemnify and hold HIQ DATA CORP harmless from and against any loss, cost, liability and expense (including interest and reasonable attorney's fees) arising from such claims.

6. Lawful Use/Prohibited Uses:

Customer agrees to use the Service only for lawful purposes. Customer shall not resell or transfer the Service, including without limitation local and toll-free numbers, to another without the prior written consent of HIQ DATA CORP. Customer, any person under Customer's employ, or any person that has access to Customer's Service may not use the Service for communications or transmissions that may or would constitute a criminal or civil offense, or that would or may otherwise violate any local, state, regional, federal or international law or regulation or otherwise violate HIQ DATA CORP'S or any third party's rights, including rights to privacy. Customer is further prohibited from using the Service or products used in connection with the Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting, Bulk Messaging" or "Spamming" or transmission of any unwanted or unsolicited email. HIQ DATA CORP reserves the right to immediately terminate or modify Customer's Service if HIQ DATA CORP determines, in its sole and absolute discretion, that Customer has used at any time the Service or products used in connection with the Service for any of the aforementioned or similar activities. In addition, residential users will be required to pay higher rates for commercial service for all periods in which Customer's use of the Service or the Devices used in connection with the Service was inconsistent with normal residential use.

Customer shall not use the Services and any products used in connection with the Service in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy rights, or any other wrongful conduct.

Use of HIQ DATA CORP'S connection in violation of any of the above mentioned manners may result in cancellation or suspension of service,

at the discretion of HIQ DATA CORP. HIQ DATA CORP reserves the right to terminate or suspend Customer's Service without notice if HIQ DATA CORP believes that Customer is utilizing the Service in a wrongful or unlawful manner. In the event of any wrongful or unlawful use of the Service, Customer will be responsible for all damages incurred by HIQ DATA CORP. In the event of Service termination (due to wrongful or unlawful use) all current charges and amounts owed to HIQ DATA CORP under this Agreement are due and payable immediately and may be charged to Customer's credit card and/or account. HIQ DATA CORP may forward any information with respect to the unlawful or wrongful use of the Service to the appropriate authorities.

Customer acknowledges that the Service provided by HIQ DATA CORP is different than standard telephone service. This may limit or otherwise affect Customer's rights before Federal, State or Local telecommunications regulatory agencies.

Customer shall notify HIQ DATA CORP immediately if Customer becomes aware of wrongful or unauthorized use of the Service. Customer must provide HIQ DATA CORP with written notice of the wrongful or unauthorized use of Service. Failure to immediately notify HIQ DATA CORP of the wrongful or unauthorized use of the Service may result in the termination of Customer's Service. HIQ DATA CORP may charge additional charges for the wrongful or unauthorized use of the Service.

HIQ DATA may determine at its discretion the level of usage that warrants measures of fraud or wrongful conduct protection such as suspending long distance communication. In this regard, if a Customer reached the limit of usage established on the account which may warrant protective measures the Customer might have to wait until the next billing period or make a payment in order to reestablish the outgoing long distance communications.

7. Ownership Rights.

All copyrights, websites, corporate names, service marks, trademarks, trade names, logos, marketing materials, domain names, software and all other intellectual property and goodwill associated therewith originating with HIQ DATA CORP or provided by HIQ DATA CORP to Customer belong to HIQ DATA CORP and/or its licensors and are the exclusive property of HIQ DATA CORP and/or its licensors. Customer does not have a right or license to use any of such properties belonging to HIQ DATA CORP and/or its Licensors. Customer represents that Customer possesses all required rights and licenses, including, but not limited to, all required software, hardware, and/or equipment licenses, to use any device in conjunction with HIQ DATA CORP'S Service. Customer shall not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive or obtain any codes, including source codes, in connection with the Services or Device used.

Upon termination of your Service, HIQ DATA CORP may release to Customer's new service provider the telephone number that Customer ported to HIQ DATA CORP from Customer's previous service provider and used in connection with the Services if the new service provider is able to accept the number, Customer's account is completely current through termination and Customer requests the transfer in writing upon termination of its Service.

8. Billing/Collection.

Payment for the Services rendered for the first month of the term will be due upon execution of the Agreement and payment for the Service rendered for each month thereafter will be due and payable on the first (1) day of each month. Customer shall not offset or credit the invoice amounts without HIQ DATA CORP'S prior written approval. No payment by Customer to HIQ DATA CORP of any lesser amount than that due to HIQ DATA CORP shall be deemed to be other than a payment on account, and no endorsement or statement on any check or in any letter accompanying any check or other payment shall be deemed an accord, satisfaction or payments in full of amounts due HIQ DATA CORP. HIQ DATA CORP may accept any payment without prejudice to HIQ DATA CORP'S right to recover any remaining balance or to pursue any other remedy provided in this Agreement or applicable law.

Usage charges will be billed in increments that are rounded up to the nearest minute.

Payments received by HIQ DATA CORP after the respective due dates will be subject to interest at the rate of five percent (5%) per month or the maximum allowed by law, whichever is less. HIQ DATA CORP shall be entitled to said interest as well as its collections costs and attorney's fees and costs in recovering unpaid amounts.

Customer acknowledges that Customer must notify HIQ DATA CORP in writing within thirty (7) days after receiving Customer's balance statement if Customer disputes any charges on that statement. Failure to comply with the notice requirement will result in the waiver of Customer's right to dispute the charges.

9. Payment Form.

Payments made to HIQ DATA CORP must be in the form of credit card (Visa, MasterCard, Discover, and American Express), PayPal, wire transfer, ACH or check. HIQ DATA CORP may discontinue acceptance of credit cards from one or more issuers at any time. Customer agrees to notify HIQ DATA CORP in writing immediately if the credit card expires, the credit card account is closed, the Customer's billing address changes, or the card is cancelled or replaced. HIQ DATA CORP will bill all charges, fees and applicable taxes and interest to Customer's credit card, unless specified otherwise by Customer in writing.

10. Termination or Suspension of Service.

(a) Either party may terminate any Service and/or this Agreement in the event the other party commits a material breach of this Agreement and such breach remains uncured for twenty (20) days following receipt of written notice from the non-breaching party specifying the breach. Also, HIQ DATA CORP may terminate any Service and/or this Agreement immediately and without notice if Customer makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs. In addition, HIQ DATA CORP may immediately suspend any Service and/or terminate any Service and/or this Agreement in the event that Customer fails to pay any amounts due to HIQ DATA CORP or Customer violates any of its obligations set forth in Section 4 or 5 of this Agreement. If any Service is suspended or the Agreement terminated due to non-payment, Customer shall pay to HIQ DATA CORP all fees and costs incurred by HIQ DATA CORP in collecting such amounts, including, but not limited to, collection costs and attorney's fees and costs. In addition, in the event HIQ DATA CORP terminates any Service and/or this Agreement pursuant to this paragraph, Customer shall pay HIQ DATA CORP within five (5) business days of termination all amounts owed to HIQ DATA

CORP for the balance of the Term or respective term. In the event HIQ DATA CORP suspends or terminates a Service or this Agreement pursuant to this paragraph, Customer shall pay HIQ DATA CORP all third party charges paid or incurred by HIQ DATA CORP as a result of the termination or suspension and arising out of this Agreement, including without limitation the DATA Service Termination Fee set forth on Exhibit A and charged if the DATA Service is terminated on or before the Installation Date (there may be additional fees charged by third parties for termination of DATA Service) and all amounts paid or owed to third parties by HIQ DATA CORP in connection with the purchase, lease or providing of equipment or products to Customer as a result of this Agreement. Customer shall also pay for all fees and costs incurred by HIQ DATA CORP in collecting the foregoing amounts, including, but not limited to, collection costs and attorney's fees and costs. These remedies are in addition to all other remedies HIQ DATA CORP is entitled to under this Agreement or applicable law.

(b) In the event of termination of this Agreement by Customer, Customer shall pay HIQ DATA CORP within five (5) business days all amounts owed to HIQ DATA CORP for the balance of the Term or respective term and all amounts paid or owed to third parties by HIQ DATA CORP, including without limitation in connection with the purchase, lease or providing of equipment or products to Customer as a result of this Agreement, except that, without limiting HIQ DATA CORP'S rights under paragraph 8(a) above. Customer shall also pay HIQ DATA CORP for all fees and costs incurred by HIQ DATA CORP in collecting such amounts, including, but not limited to, collection costs and attorney's fees and costs. These remedies are in addition to all other remedies HIQ DATA CORP is entitled to under this Agreement or applicable law.

(c) Customer acknowledges and understands that Service suspension or termination under this Agreement will prevent Customer from using the Services including access to 911 dialing and HIQ DATA CORP is not responsible for any claim or damages as a result of this non-accessibility.

(d) At any time, Customer may request from HIQ DATA CORP specific third party charges or fees HIQ DATA CORP has paid or may be responsible for in the event of termination of this Agreement. Third party charges incurred by HIQ DATA CORP, including without limitation the DATA Service Termination Fee and DSL Service Termination Fee set forth on Exhibit A, may change from time to time pursuant to HIQ DATA CORP'S agreement with the third party provider(s).

11. Service Disclaimer.

A. EMERGENCY SERVICES - 911 DIALING

i. 911 Dialing. 911 Dialing is different than traditional 911 service.

Most of our customers (WiFi and SoftPhone customers have specific access under conditions set forth below) have or will have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers in locations where the emergency center is not equipped to receive your telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. As additional local emergency centers become capable of receiving our customers' information, HIQ DATA CORP will automatically upgrade customers with basic 911 to E911 service. HIQ DATA CORP will not give you notice of the upgrade.

Certain customers do not have access to either basic 911 or E911. If you don't have access to basic 911 or E911 your 911 call will be sent to the Emergency Call Relay Center ("ECRC"). A trained agent at the emergency call center should ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help. Examples of situations where 911 calls will be sent to the ECRC center include when there is a problem validating or confirming a customer's address, the customer is identified with an international location, or the customer is located in an area that is not covered by the landline 911 network. In addition, if you use WiFi or SoftPhones, you may provide your initial physical location address for 911 purposes for each phone and, due to the portable nature of these Devices, your 911 calls will be routed to the ECRC unless you provide your address for 911 purposes. If you use a WiFi or SoftPhone, you should immediately change your physical location address for 911 purposes pursuant to Section 9(A)(iii) if you move locations of use of phone. If you use a SoftPhone and any desktop IP phone, you should immediately change your physical location address for 911 purposes pursuant to Section 9(A)(iii) if you move locations of use of phone. Please note that a phone that is an extension of a main phone line does not have an independent address location designated for 911 purposes and the only address 911 Emergency Personnel will have on record is that designated to the main phone line. Accordingly, phones that are extensions of main phone lines can not be moved from the location assigned for 911 purposes. If a main phone line is relocated or moved from its current location, Client must change the address of its location for 911 purposes pursuant to Section 9(A)(iii). If an extension phone line is not at the same location as the main phone line, a 911 caller must inform the 911 Emergency Personnel of the correct location. AS TO PHONES THAT HAVE BEEN ASSIGNED A UNITED STATES AND CANADA TEN DIGIT PHONE NUMBER AS THE PRIMARY NUMBER, IN LIGHT OF THE PORTABLE NATURE OF WIFI PHONES, SOFTPHONES, AND OTHER PHONES, INCLUDING DESKTOP PHONES, IT IS YOUR RESPONSIBILITY TO CHANGE YOUR PHYSICAL LOCATION FOR 911 PURPOSES TO INSURE 911 HAS YOUR CORRECT LOCATION. YOU MUST CHANGE YOUR PHYSICAL LOCATION PURSUANT TO THE MECHANISM SET FORTH IN SECTION 9(A)(iii) BELOW. YOU EXPRESSLY WAIVE ANY CLAIMS AGAINST HIQ DATA CORP AND ITS OWNERS, EMPLOYEES, REPRESENTATIVE, AGENTS AND AFFILIATED OR RELATED ENTITIES ARISING OUT OF ANY CLAIMS IN CONNECTION WITH 911 SERVICES AND ANY INCORRECT REPORTING TO OR BY 911 PERSONNEL OF THE PHYSICAL LOCATION OR ADDRESS IN CONNECTION WITH A 911 CALL.

You authorize HIQ DATA CORP to disclose your name and address to third parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

ii. Notice to All Users. You should inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of 911 Dialing as compared with basic 911 or E911. The documentation that accompanies each Device that you purchase may include a sticker concerning the potential non-availability of basic 911 or E911 (the '911 Sticker'). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service.

iii. Registration of Physical Location. For each phone number that you use for Service, you must register with HIQ DATA CORP the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new

location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your registered address, which is incorrect for the 911 purpose. You will register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by following the instructions from the '911'-registration link on HIQ DATA CORP'S Website www.DYNAMICPACKET.com. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the Service.

iv. Service Outages.

(a) Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

(b) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service. Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

(c) Service Outage Due to Termination of Your HIQ DATA CORP Account. Service outages due to termination of your account will prevent all Service, including 911 Dialing, from functioning.

(d) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that HIQ DATA CORP is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement.

(e) Other Service Outages. If there is a Service

outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

v. Re-Activation Required if You Change Your Number or Add or Port New Numbers. 911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

vi. Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

vii. Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local or national emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither HIQ DATA CORP nor its present or former affiliates, owners, directors, officers or employees may be held liable for any claim, damage, or loss, and you hereby waive all such claims or causes of action, arising from or relating to our 911 Dialing service.

Customer shall defend, indemnify, and hold harmless HIQ DATA CORP, its officers, directors, owners, employees, affiliated and related entities, agents, representatives and any other service provider who furnishes services or products to you in connection with the Service, from all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees and costs) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, dialing that results from outages, incorrect routing information, including physical location, Service interruption and non-accessibility, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

viii. Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or terminating the Service.

ix. State and/or local governments may assess fees to HIQ DATA CORP to pay for emergency services in your community. If so, these fees will be included on your invoice.

B. Services Not Provided. HIQ DATA CORP'S Service does not provide for 0+ calling (including without limitation collect, third party billing, 900 or calling card calling). HIQ DATA CORP'S Service does not support 8 311, 511 or other x11 (other than 911 and 411). HIQ DATA CORP does not list phone numbers for Customers in phone directories. Accordingly, the phone numbers Customers obtain from HIQ DATA CORP may not be listed in any phone directories. In addition, in certain countries, toll-free numbers are not accessible from mobile phones and payphones or may require payment before accessing.

C. Customer acknowledges and agrees that HIQ DATA CORP is not responsible for ensuring the availability of an international number. Customer is adding to its HIQ DATA line or Service (referred to and may be sold by HIQ DATA CORP as an "International Local Number") because the international number may be provided by a third party which HIQ DATA CORP does not control. Accordingly, the International Local Number may be cancelled, ported or eliminated by the third party provider and, therefore, it may be necessary for Customer to change the international number. Once the service is cancelled by Customer, the International Local Number may be reassigned to another. HIQ DATA CORP is not responsible for ensuring that said International Local Number can be ported to another service provider anywhere.

D. Customer acknowledges and agrees that local and toll-free numbers cannot be used for calling card applications.

E. Your Internet Service Performance: HIQ DATA provides residential and commercial customers with a variety of high-speed Internet plans from which to choose. HIQ DATA provisions its customers' modems and engineers its network to enable its customers so they can enjoy the speeds to which they subscribe. However, HIQ DATA does not guarantee that a customer will actually achieve those speeds at all times. Unless a customer purchases an expensive, dedicated Internet connection, no Internet Service Provider ("ISP") can guarantee a particular speed at all times. HIQ DATA advertises its speeds as "up to" a specific level based on the tier of service to which a customer subscribes.

The "actual" speed that a customer will experience while using the service depends upon a variety of conditions, many of which are beyond the control of an ISP such as HIQ DATA. These conditions include:

- i. **Performance of a customer's computer and/or network**, including its age, processing capability, operating system, firmware version/s, the number of applications running simultaneously, and the presence of any adware and viruses.
- ii. **Type of connection between a customer's computer and networking equipment**. For example, in-home wireless connections between the computer and the router or modem may be slower than wired connections. In-home wireless connections also may be subject to greater performance fluctuations, caused by factors like interference and congestion. HIQ DATA recommends that customers confirm that their in-home/in-business wireless connections are able to support the speeds that HIQ DATA's services deliver. Certain older in-home/in-business wireless connections and routers cannot perform at the speeds delivered by HIQ DATA's higher speed tiers.
- iii. **The distance packets travel (round trip time of packets)** between a customer's computer and their final destination on the Internet, including the number and quality of the networks of various operators in the transmission path. The Internet is a "network of networks." A customer's Internet traffic may traverse the networks of multiple providers before reaching its destination, and the limitations of those networks will most likely affect the overall speed of that Internet connection.
- iv. **Congestion or high usage levels at the website or destination**. When you access a site or particular destination that is being visited by others at the same time, you may experience a slower connection if the site or destination does not have sufficient capacity to serve all of the visitors efficiently at the same time.
- v. **Gating of speeds or access by the website or destination**. To control traffic or performance, many websites limit the speeds at which a visitor can download from their site. Those limitations will carry through to a customer's connection.

12. Equipment/Products.

The equipment, hardware, software or other products used by Customer in connection with HIQ DATA CORP'S Services ("equipment" or "products") must be compatible with and comply with HIQ DATA CORP'S Services before use with HIQ DATA CORP'S Services. Certain equipment and products may use a different software and firmware version not compatible with HIQ DATA CORP'S Services. In the event that CUSTOMER desires to provide their own equipment or products, Customer must contact HIQ DATA CORP to determine if compatible with HIQ DATA CORP'S Services and obtain HIQ DATA CORP'S approval in writing prior to use with HIQ DATA CORP'S Services. In addition, Customer shall not reconfigure any equipment or products used in connection with HIQ DATA CORP'S Services without HIQ DATA CORP'S prior written authorization.

CUSTOMER MUST IMMEDIATELY CHANGE ITS (1) PHONE CONFIGURATION PASSWORD AND WEB PORTAL PASSWORD WHICH ARE THE SAME AND (2) PASSWORD ON EACH PHONE AND EXTENSION VOICEMAIL TO A PASSWORD THAT IS NOT SEQUENTIAL (I.E. 1,2,3,4) OR A SINGLE NUMBER (I.E. 1,1,1,1) OR CONTINUOUS PAIRS (I.E. 3,3,6,6,8,8) IN ORDER TO MINIMIZE THE RISK OF THIRD PARTY FRAUD OR WRONGFUL CONDUCT AGAINST CUSTOMER'S ACCOUNT AND VOICEMAIL SYSTEM WHICH MAY LEAD TO COMMUNICATION CHARGES BILLED TO CUSTOMER AND/OR VIOLATE THE RESPECTIVE USER'S PRIVACY RIGHTS. ALTHOUGH THE PHONE CONFIGURATION AND WEB PORTAL PASSWORD ARE THE SAME, THAT PASSWORD MUST BE DIFFERENT THAN THE PHONE AND EXTENSION PASSWORD. IN THE EVENT THE PHONE CONFIGURATION PASSWORD AND WEB PORTAL PASSWORD ARE TO BE DIFFERENT AT A LATER POINT IN TIME, ALL THREE PASSWORDS MUST ALSO BE DIFFERENT.

HIQ DATA CORP does not provide any warranty of suitability, fitness for a particular purpose or merchantability or any other express or implied warranty concerning the equipment, hardware, software or other products used in connection with providing the Services and expressly disclaims any warranty. Customer must deal directly with the manufacturer of the equipment concerning any defects, deficiencies, problems, including malfunction, or other matters concerning the equipment. HIQ DATA CORP DOES NOT REPRESENT OR WARRANT THAT THE EQUIPMENT AND PRODUCTS, INCLUDING SOFTWARE, WILL BE ERROR FREE OR UNINTERRUPTED.

13. Access to Customer's Premises.

Customer authorizes HIQ DATA CORP and its employees, agents, contractors, representatives, and vendors to enter Customer's premises in order to install, maintain, inspect, repair and/or remove any equipment or other product, as applicable, provided to Customer by HIQ DATA CORP under this Agreement and/or in order to perform the Services within twenty four (24) hours advance notice by HIQ DATA CORP or immediately in the case of an emergency. Customer shall provide access after regular business hours when necessary to insure proper operation of the Service.

Customer shall provide HIQ DATA CORP with access to Customer's premises to remove and recover all equipment or other materials owned or belonging to HIQ DATA CORP or its contracted individuals or entities within three (3) days of the effective date of termination or expiration of this Agreement.

14. Warranty/No Warranty.

HIQ DATA CORP warrants that its Services will be performed in a professional manner that accords with industry standards. HIQ DATA CORP'S sole obligation with respect to this warranty shall be to attempt to correct any failure on the part of HIQ DATA CORP to perform the Services in a competent manner in accord with industry standards within thirty (30) days (except as set forth in the SLA defined below) after receipt by HIQ DATA CORP of written notice specifically identifying the Services which were purportedly not performed in accordance with industry standards. The existence of errors or defects in HIQ DATA CORP'S Services shall not be a basis for finding that HIQ DATA CORP'S Services have not been performed in the manner warranted above. CUSTOMER ACKNOWLEDGES THAT HIQ DATA CORP HAS MADE NO EXPRESS OR IMPLIED WARRANTIES RELATING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES CONTEMPLATED BY THIS AGREEMENT OR SOFTWARE, EQUIPMENT AND/OR HARDWARE USED IN CONNECTION WITH THE SERVICES. Customer acknowledges that all services are provided as *is* and unless otherwise stated in writing by HI DATA CORP customer agrees actual internet service speeds vary and are not guaranteed. HIQ DATA CORP does not warrant against interrupted operations of Service. HIQ DATA CORP specifically disclaims any liability for actual, consequential or indirect damages suffered by Customer as a result of the operation or malfunction of the Service, or delay in implementation, reconfiguration, or repair of the Service, including for matters that are outside the control of HIQ DATA CORP.

15. Use Abroad.

Although HIQ DATA CORP encourages Customer to use the Service to place calls to foreign countries from within the United States, HIQ DATA CORP does not presently offer or support the Service in any country other than the United States. If Customer uses the Service or Devices in any country other than the United States, Customer is solely responsible for any violations of laws or regulations arising out of such use in foreign countries.

16. Disclaimer of Warranty.

THE ABOVE EXPRESS WARRANTY SET FORTH IN SECTION 12 IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES, REGARDING THE SERVICES AND PRODUCTS, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SUITABILITY, USAGE OD TRADE, COURSE OF DEALING, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT, AND ACCURACY. HIQ DATA CORP DOES NOT WARRANT THAT ANY SERVICE OR PRODUCT PROVIDED WILL OPERATE UNINTERRUPTED OR ERROR FREE. HIQ DATA CORP DOES NOT WARRANT THAT THE PRODUCTS WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, OR LOSS OF DATA OR INFORMATION. No representation or other affirmation of fact, including but not limited to, statements regarding capacity, suitability for use or performance of the Services, whether made by HIQ DATA CORP'S employees or otherwise, that is not contained in this Agreement, shall be deemed to be a warranty by HIQ DATA CORP for any purpose, or give rise to any liability of HIQ DATA CORP whatsoever.

The Services may not be compatible with home or other security systems. Customers may be required to maintain a telephone connection through Customer's local exchange carrier in order to use any alarm monitoring functions for any security system installed in Customer's home or business. Customer is responsible for contacting the alarm monitoring company to test and determine the compatibility of any alarm monitoring or security system with the Services.

HIQ DATA CORP does not warrant that the Services will be compatible with all broadband services and expressly disclaims any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

17. Limitation of Damages/Damages.

HIQ DATA CORP SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS) OR PUNITIVE DAMAGES ARISING UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ARISING FROM INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP OR ANY INCORRECT LOCATION REPORTING TO 911 EMERGENCY SERVICE PERSONNEL, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO THE DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF HIQ DATA CORP IS NOTIFIED OF THE POSSIBILITY OF THE DAMAGES OR THAT THE DAMAGES ARE FORESEEABLE.

HIQ DATA CORP shall not be liable for any delay or failure to perform under this Agreement due to conditions or circumstances beyond its control, including without limitation, Acts of God, floods, fires, riots or sabotage, wars, accidents, strikes, terrorism, freight embargoes, delay in transportation or inability to secure transportation, shortage of labor, material or equipment and/or an act in compliance with any government law or regulation.

Customer acknowledges that the Service requires a fully functional broadband connection to the Internet and, in the event of an outage, alteration, change or termination of service by Customer's Internet service provider ("ISP") or broadband provider, the Service may not function. In this event, Customer will continue to be billed for the Service unless Customer terminates the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until the interruption or outage is properly addressed. Customer represents that Customer is aware that a power failure or disruption may require the Customer to reconfigure equipment prior to restoring the Service.

In no event shall HIQ DATA CORP be liable to Customer or third parties for any damages, including without limitation lost or anticipated profits, direct, indirect, incidental, exemplary, punitive, special, reliance or consequential damages, nor shall HIQ DATA CORP be liable for any Service Level Agreement credits, as applicable, arising out of any equipment or product defect, malfunction or deficiency, an outage, alteration, change, suspension or termination of internet service or broadband service to Customer or any damages caused to Customer arising out of (1) Customer's or any person or individual's use of equipment or products not provided by HIQ DATA CORP without HIQ DATA CORP'S prior written approval, (2) any reconfiguration of equipment or products without HIQ DATA CORP'S prior written approval or (3) any violation of any Customer employee, contractor, or staff's rights or any third party rights, including without limitation rights to privacy as well as damages arising from wrongful "hacking" or access of Customer's account and voicemail systems as a result of Customer's failure to change its password(s) pursuant to paragraph 12 above. In addition, HIQ DATA CORP shall not be responsible or liable in any manner for any Service Level Agreement credits, delay, failure to perform or damage to Customer arising out of products, equipment or services provided by Customer or third parties, any acts or omissions of Customer or third parties, or any Services

provided by HIQ DATA CORP to Customer in connection with a problem arising out of Customer's network malfunction or deficiency or products or services provided by Customer or third parties or problems or deficiencies with 911 access and service.

HIQ DATA CORP shall not be liable for any measure or action taken to prevent potential or actual fraud or other wrongful conduct.

HIQ DATA CORP'S total aggregate liability and Customer's exclusive remedy for any claim in connection with this Agreement shall not be greater than the amount paid for Services by Customer for the one (1) month beginning on the date of execution of this Agreement, as an agreed upon limitation of damages and not as a penalty.

18. Defend/Indemnify/Hold Harmless:

Customer agrees to defend, indemnify and hold HIQ DATA CORP, its officers, directors, owners, employees, affiliated entities, subsidiaries, related entities, agents and representatives harmless from all claims, demands, judgments, liabilities and damages, including punitive damages, in connection to, arising from or relating to (1) any equipment or product defect, deficiency or malfunction whether or not said products or equipment were provided by HIQ DATA CORP, Customer or third parties and any claims concerning 911 by any person or entity, including current physical location of caller, (2) any acts or omissions of Customer or third parties, including without limitation those acts or omissions which violate third party rights as well as Customer's failure to change its password(s) pursuant to paragraph 12 above, (3) any Service provided by HIQ DATA CORP to Customer in connection with a problem arising out of Customer's network malfunction or deficiency or products or services provided by Customer or third parties, (4) any breach by Customer of any obligations under this Agreement, (5) any measures or actions taken by HIQ DATA CORP to address potential or actual fraud or other wrongful conduct and (6) any illegal, wrongful or unauthorized conduct by Customer, including without limitation any illegal, wrongful or unauthorized use of Services and equipment or products, including without limitation software used in connection with the Services, the recording of communications, and equipment or products reconfigured, not compatible, or not approved by HIQ DATA CORP in writing.

19. Limitation on Actions.

Neither HIQ DATA CORP nor Customer may institute any action in any form arising out of this Agreement more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment or promise to pay.

20. Notice:

Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service, as follows: If to Customer, to the address provided by Customer under Customer's signature below. If to HIQ DATA MANAGEMENT CORP, P.O. Box 22-7681. Doral, Florida 33222. A party may change the designated address to receive notice by written notice to the other party.

21. Jurisdiction and Venue:

This Agreement shall be exclusively construed, governed and enforced under the laws of Florida without regard to rules governing conflict of laws. The parties agree that the exclusive venue for all actions, relating in any manner to this Agreement, shall only be in a state court of competent jurisdiction located in Florida. Each party consents and submits to the personal jurisdiction of such courts and irrevocably waives any and all defenses inconsistent with this Section. If HIQ DATA CORP or Customer deem it necessary to enforce its rights in a court of law, the parties hereby agree that the prevailing party in said litigation, including all appellate levels and proceedings, shall be entitled to recovery of its attorney's fees and costs.

22. Agreement Binding on Others.

This Agreement shall be binding on and shall inure to the benefit of the users of Services provided hereto and the parties hereto, and their heirs, administrators, successors, and permitted assigns. This Agreement does not provide any person or entity not a party to this Agreement with any remedy, claim or cause of action or creates any other third party beneficiary rights.

23. Compliance with the Law.

The parties shall comply with all applicable laws and regulations of governmental bodies or agencies in their performance under this Agreement and failure to do so shall constitute a material breach of this Agreement.

24. Assignability.

Customer acknowledges that Customer cannot assign the Service Agreement without the prior written consent of HIQ DATA CORP and that it is unlawful to sell the Service, transfer the Service, assign the Service or charge any other person, party or entity for the use of the Service without prior written consent from HIQ DATA CORP. This Agreement and the rights and obligations may be assigned by HIQ DATA CORP.

25. Survival.

Sections 2 (as to the requirement to not sell, lease, rent or assign the connection or any parts of the connection to any party not named in this Agreement) through 27 and the obligations of the parties there under shall survive termination or expiration of this Agreement to the extent permitted or allowed therein.

26. Prohibited Uses.

Any use of the Services or any other action that causes a disruption in the network integrity of HIQ DATA CORP or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services at the sole discretion of HIQ DATA CORP. End User understands that neither HIQ DATA CORP nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. End User agrees that it will NOT use the Services in ways that violate laws (including but not limited to laws prohibiting transmission of unsolicited fax advertisements), infringe the rights of others, or interfere with the users, services, or equipment of the network. End User agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or make a charge for the

Services or the Equipment without the advance express written permission of HIQ DATA CORP. HIQ DATA CORP Service Plans for business End Users that offer unlimited minutes of PSTN calls ("Unlimited PSTN Plans") are for reasonable business use of End User only. Such use shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing (including without limitation charitable or political solicitation or polling), call center operations, junk faxing, fax spamming, calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with reasonable business usage. End User shall not transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. End Users further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Any use found to be inconsistent with this restriction will result in termination of the Service. HIQ DATA CORP reserves the right to immediately terminate or modify the Services of any End User using Unlimited PSTN Plans if HIQ DATA CORP determines, in its sole discretion, that End User is not using the Unlimited PSTN Plans for End User's reasonable business use.

27. Modification/Amendment.

HIQ DATA CORP may, from time to time, amend or modify the terms and/or conditions of this Agreement, the exhibits attached hereto and/or the terms and/or conditions, including the Service Level Agreement ("SLA") posted on the Website, and/or the terms and conditions posted on HIQ DATA CORP'S Website, including at www.HIQDATA.NET/legal. Amendments and modifications to this Agreement will be considered given and effective on the date posted on HIQ DATA CORP'S Website, including at www.HIQDATA.NET/legal, or by written notice to Customer. It is Customer's obligation to ensure that it regularly accesses HIQ DATA CORP'S Website and reviews all modifications and amendments. In the event of a conflict between this Agreement and the Website or an exhibit, the exhibit shall control. Further, in the event that a conflict exists between the Website and an exhibit, the exhibit shall control.

28. Severability.

In the event that any of the provisions of this Agreement or the application of any such provisions to the parties hereto with respect to their obligations hereunder are held by a court of competent jurisdiction to be unlawful or unenforceable, the provision and its application shall be construed to allow for its enforceability to the maximum extent permitted by law and the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired, or invalidated in any manner.

29. Internet/Third Party Networks.

HIQ DATA CORP uses, in whole or in part, the public internet and third party networks to transmit voice and other communications. HIQ DATA CORP is not liable or responsible for any lack of privacy which may be experienced by Customer in connection with the Service.

30. Entire Agreement/Authorized Representative/Miscellaneous.

The Customer acknowledges and agrees to be subject to all restriction, terms, and conditions set forth on the Website and said terms, restrictions, and conditions are incorporated herein by reference. The SLA posted on HIQ DATA CORP'S Website at www.HIQDATA.NET/legal, is incorporated herein by reference as an exhibit. This Agreement and all exhibits hereto, including the SLA, and the terms and conditions on the Website contain the entire and only understanding between the parties and supersedes all prior representations, promises or agreements, either written or oral, relating to the subject matter hereof. Any reference in this Agreement to the Website shall be limited to that Website content specifically applicable to the Services purchased pursuant to this Agreement. Any right or provisions in this Agreement shall not be waived unless waived in writing by HIQ DATA CORP. Customer represents that the Customer has read and understood the terms and conditions set forth in this Agreement including its exhibits and Website and has had opportunity to review same with counsel of Customer's choice. Headers are used for convenience purposes only and do not form part of the Agreement (including exhibits and Website). Unless specified otherwise, periods of time shall be calculated in calendar days. In the event the last day of a period of time falls on a weekend or national holiday, the last day of said period of time shall be the immediately next business day. The individual signing below on behalf of the Customer acknowledges that said individual has the proper authorization from the Customer to enter into this Agreement on behalf of the Customer.

AGREED TO AND ACCEPTED BY:

Print Name: _____

Company: _____

Position:

Date:

HIQ DATA CORPORATION

Print Name:

Position:

Date:
