



The Speed the Internet Travels™

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Scranton, PA 18501-0591 USA

BURSTNET® SERVICE AGREEMENT - REVISED AUGUST 6 2010

THIS AGREEMENT FOR BURSTNET TECHNOLOGIES INC™ (hereinafter referred to as the "BurstNET® ") SERVICES (hereinafter referred to as the "Agreement") is made and effective as of the date of acceptance, by and between you, (here-in-after referred to as "Client") and BurstNET Technologies, Inc.™, a Pennsylvania corporation.

WHEREAS, BurstNET® owns, distributes, and/or provides various products and services that enable entities to utilize, conduct business on, connect to, and publish to the Internet, including the BurstNET® and Nocster family of services.

WHEREAS, client desires to utilize the BurstNET® services to develop client's presence on the World Wide Web, connect to, and/or utilize the Internet.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

Exhibit A

General Agreement

1. BurstNET® Services.

BurstNET® agrees to provide to client services as set forth in Exhibit A (BurstNET® Services).

2. Payment and Invoicing.

2.1 In consideration of the performance of the BurstNET® services, Client shall pay BurstNET® in advance the amount set forth in Exhibit E ("Contract Specifications"). Exhibit E is amended from time to time for the "BurstNET® Services" provided during the term of this Agreement.

2.2 Client shall receive a confirmation letter/invoice via e-mail and/or mail at the time Client contracts for the BurstNET® services, which shall confirm the fees payable to BurstNET®. Thereafter, Client shall receive a monthly billing invoice/statement for the upcoming month, which shall indicate any changes in fees, which shall become effective upon thirty (30) days' notice as set forth in Section 2.4 herein.

2.3 Client is responsible for all activities and charges resulting from Client's use of the BurstNET® services. Client agrees to pay all fees, bandwidth charges, connect time charges, surcharges, and other charges incurred by Client and set forth in the monthly billing statement. Client acknowledges that no refunds will be given by BurstNET® in the event that Client's account is terminated by BurstNET® or Client mid-term.

2.4 Current rates for using BurstNET® services may be obtained by telephone, email, support ticket, or by visiting the BurstNET® website and/or billing/ordering system. BurstNET® reserves the right to change fees, surcharges, monthly membership fees, and/or to institute new fees, at any time upon thirty (30) days' (of end of current contract/service term) prior notice to Client.

2.5 Late Fees. If BurstNET® does not receive the full amount of Client's BurstNET® service account balance by the first day of a new service period, an additional 1.5% (or highest amount allowed by law per month) late charge will be added to Client's bill and shall be due and payable. Client shall also be liable for all attorney and collection fees arising from BurstNET's® efforts to collect any unpaid balance of Client's account(s).

2.6 Penalties and Extra Fees. Client agrees to pay BurstNET® US\$35.00, per occurrence, for bounced checks. Client agrees to pay BurstNET® US\$35.00, per occurrence, for each chargeback issued against a transaction. Client agrees to pay BurstNET® US\$35.00, per occurrence, for each credit reporting/collection agency filing that may be necessary to expedite receipt of payment, collect on overdue funds, or other related issues.

2.7 Reseller / End-User Relationship. All BurstNET® clientele, regardless of Authorized Reseller status, are responsible for all debts incurred on their account, regardless if service was resold and/or utilized by another party (end-user), and regardless of whether such a party paid the BurstNET® direct client for said service.

Initial: _____ Date ____/____/____

3. Responsibilities, Rights and Status of BurstNET®.

3.1 Means of Performance. BurstNET® shall provide Client with the BurstNET® services, as set forth on Exhibit A hereto. BurstNET® has the right to control and direct the means, manner, and method by which the services are performed. BurstNET® shall perform the services in a professional manner.

3.2 Support. BurstNET® shall provide a reasonable level of technical support to Client via telephone, email, fax, Instant Messenger (IM), real-time chat, forums, and/or online manuals/FAQ for the term of this Agreement. Some methods of contact may only be available to certain service levels contracted for, such as *Fully Managed* support.

3.3 Other Work. BurstNET® has the right to perform and license products to others during the term of this Agreement. BurstNET® may elect to electronically monitor the services and may disclose any content or records to satisfy any law, regulation, or other governmental request, or to properly operate services and protect its Clients. BurstNET® reserves the right to block any site/account hosted by BurstNET® that contains/transfers any content that it deems in its sole discretion to be unacceptable or undesirable.

4. Responsibilities and Rights of Client.

4.1 Client Liaison. Client shall designate a contact person who shall act as a liaison between Client and BurstNET®. Client certifies to BurstNET® that he/she is not a minor. A minor's parent or legal guardian may authorize a minor to use his/her account(s) under supervision. Client agrees to provide BurstNET® with accurate, complete and updated information required by the registration/initiation of the BurstNET® service (Client Registration Data), including Client's legal name, address, telephone number(s), and applicable payment data (e.g., credit card number and expiration date). Client agrees to notify BurstNET® within thirty (30) days of any changes in Client Registration Data. Failure to comply fully with this provision may result in immediate suspension or termination of your right to use BurstNET® Services. BurstNET® is authorized by Client to add Client's email addresses to BurstNET® internal mailing lists, both service and marketing related, and desires to receive such contact from BurstNET®, unless notifying BurstNET® otherwise, or by unsubscribing to such.

4.2 Fees and Expenses. Client shall be responsible for payment of all costs, fees and expenses assessed by third parties in the course of being provided BurstNET® services. Such costs include, but are not limited to, the fees required to register a domain name at an external Registrar, which is governed by a separate agreement between Client and the Registrar.

4.3 Third-Party Software. Third-Party software available through the BurstNET® service may be governed by separate end user licenses. By using BurstNET® services and the third-party software, you agree to be bound by the terms of such end user licenses regarding the applicable third-party software.

4.4 Management of Content. Client shall be solely responsible for all content available/stored on or through their service, and shall at all times be subject to the terms of this Agreement, BurstNET's® then-standard Basic Policy and Service Guidelines (AUP), BurstNET® Terms of Service (TOS), and any generally applicable guidelines and service standards published by BurstNET®. Client warrants that its content hosted on the BurstNET® network (I) will conform to the BurstNET® Terms of Service (TOS) attached hereto as Exhibit B; (II) will conform to the BurstNET® Basic Policy and Service Guidelines (AUP) attached hereto as Exhibit D; (III) will not infringe and will not contain any content that infringes on or violates any copyright, U.S. patent or any other third-party right; and (IV) will not contain any content which violates any applicable law, rule or regulation. BurstNET® shall have no obligations with respect to the content available/stored on or through any service on the BurstNET® network, including, but not limited to, any duty to review or monitor any such content. BurstNET® reserves the right to block any site that violates any of the above-stated terms, or which in BurstNET's® sole discretion, BurstNET® deems objectionable or offensive, or otherwise violates a law and/or BurstNET® policy, or, in the alternative, to terminate this Agreement in accordance with Section 7.3 herein.

4.5 Service Level Agreement (SLA). BurstNET® is required maintain a Service Level Agreement (SLA) to guarantee network/equipment reliability and performance. The BurstNET® Service Level Agreement (SLA) is set forth in Exhibit C. BurstNET® reserves the right to change or modify this SLA to benefit the Client, and will post changes to online location currently housing this SLA at time of modification, which will be made available to Client. Except as set forth in this SLA, BurstNET® makes no claims regarding the availability or performance of the BurstNET® network or servers. Specific terms/points of this SLA may be adjusted on a case by case basis by the specific details of the "Contract Specification" section of this agreement. In case of difference terms/points in SLA and "Contract Specification", the "Contract Specification" terms/points prevail over this general SLA policy. The "Contract Specification" signed/agreed by client, is above and beyond this SLA, and Service Agreement terms are in affect, including, but not limited to, limitations of liability.

4.6 Co-Location Equipment. Client is responsible for providing insurance coverage for all co-located equipment in BurstNET® facilities and/or all customer property not supplied and maintained by BurstNET® in a BurstNET® facility or at the customer's premise. BurstNET® is not responsible for such equipment, but is required to provide a reasonable amount of protection for equipment, including, but not limited to: alarm systems, surge protection, security cameras, video recordings, monitoring, theft prevention, racking equipment, and weather control. In the event of non-payment of BurstNET® services, BurstNET® has the right to withhold Client equipment, and not be required to release it to Client until Client debt is fully satisfied. In the event of non-payment of BurstNET® services resulting in service termination, Client will have a period of 60 days to rectify payment issues, after which time, if not fully rectified, Client forfeits ownership rights to all related equipment on the service, and said equipment will be deemed abandoned. Upon forfeit/abandonment of property, BurstNET® will dispose of the equipment, and no payment/credit will be due Client.

5. Confidentiality and Proprietary Rights.

5.1 Confidentiality. Both parties acknowledge that: (I) the other party is the owner of valuable trade secrets, and other proprietary information and license same from others; (II) in the performance of the BurstNET® services, both parties shall receive or become aware of such information as well as other confidential and proprietary information concerning the other party's business affairs, finances, properties, methods of operation and other data (here-in-after collectively referred to as ("Confidential Information"), and; (IV) unauthorized disclosure of any Confidential Information would irreparably damage the owner or supplier of such Confidential Information.

5.2 Non-Disclosure. Both parties agree that, except as directed by the other party or as provided in this paragraph, neither party will at any time during or after the term of this Agreement and for a period of three (3) years after any such termination disclose any Confidential Information to any person or entity, or permit any person or entity to examine and/or make copies of any reports or any documents prepared by the other party, or that come into the party's possession or under the party's control that relates to Confidential Information; and that upon termination of this Agreement, both parties will turn over to the other party all documents, papers, and other matter in such party's possession or under such party's control that contain or relates to such Confidential Information. Both parties shall notify the other party, prior to disclosure of the information to the other party, that it considers the information to be confidential. Confidential Information shall not include information that: (I) is already lawfully known to or independently developed by the receiving party; (II) is in the public domain through no fault of the receiving party; (III) is lawfully obtained from a third party without restrictions; or (IV) is required to be disclosed by law, regulation or governmental order.

5.3 Injunctive Relief. Both parties acknowledge that disclosure of any Confidential Information by the other party will give rise to irreparable injury to the owner of such information, inadequately compensable in damages. Accordingly, either party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

5.4 Proprietary Rights. Unless otherwise specified, all work performed hereunder, is the property of BurstNET® and all title and interest therein shall vest in BurstNET®; provided

Initial: _____ Date ____/____/____

however, that any content or materials supplied by Client shall remain the property of Client and its suppliers. To the extent that title to any such works may not, by operation of law, vest in BurstNET®, all rights, title and interest therein are hereby irrevocably assigned to BurstNET®. All such materials shall belong exclusively to BurstNET®, and BurstNET® shall have the right to obtain and to hold in its own name, copyrights, trademarks, registrations, or such other protection as may be appropriate to the subject matter; and any extensions and renewals thereof. Client agrees to give BurstNET® and any person designated by BurstNET® such reasonable assistance, at BurstNET®'s expense, as is required to perfect the rights defined in this paragraph.

5.5 Non-Compete. Neither Client, nor BurstNET®, may at any time during contract term, and one year following termination of this contract, knowingly provide similar service to current customers of the other party. "Current customers" is defined in this case as; any party having been a client within the past 12 months of the current date, regardless of whether client is currently still utilizing such services. A signed waiver on a case by case basis is required, should both parties agree to make an exception. Both parties are required to notify each other should a customer attempt to switch service to the other party. In event of a breach of this clause, the parties agree that damages in the amount of 24 months (2x revenue) should be paid. If Client fails to pay BurstNET® for services rendered, or Client's services are suspended/cancelled according to appropriate policy, BurstNET® retains the right to accept Client's customers directly as BurstNET® clientele. BurstNET® will take reasonable action to re-activate/re-instate Client's service prior to such measures being taken, but such action may be necessary to protect the best interests of the end-user of the BurstNET® services, as well as the reputation of BurstNET® itself.

5.6 Non-Solicitation. Neither party should knowingly solicit for employment, offer employment to, or employ any of the other party's employees/staff during contract term, and one year following termination of this contract. In event of a breach of this clause, the parties agree that damages in the amount of 12 months (1x annual salary) current salary for the individual (s) should be paid.

5.7 Marketing Rights. Client agrees that BurstNET® may refer to Client, and/or Client's business/company, in BurstNET® marketing materials, the BurstNET® website, and communication to BurstNET® current/potential clientele. Client grants BurstNET® a limited license and permission to use any Client trade name and/or trademark for such, and only for such purposes, unless Client notifies BurstNET® otherwise. BurstNET® clientele, including BurstNET® Authorized Resellers, are granted permission to utilize/copy any BurstNET® advertising/promotional material, and any content from BurstNET® websites, in order to promote the usage/resale of the BurstNET® service specifically, as long as the client remains a BurstNET® client with atleast one active BurstNET® service on their account.

6. Warranties/Indemnity.

6.1 Warranty. Client understands that except for information, products, or services clearly identified as being supplied by BurstNET®, neither BurstNET®, nor any of its affiliates, operates or controls any information, products, or services on the Internet in any way, and that, except for such BurstNET® identified information, services or products, all merchandise, information, and services offered or made available or accessible on the Internet generally are offered or made available or accessible by third parties who are not affiliated with BurstNET® or its affiliates. The terms and conditions for the use of 3rd party software/services provided by BurstNET®, are governed by the terms of each product's end-user license.

ALL SOFTWARE MADE AVAILABLE IN CONJUNCTION WITH THE BURSTNET® SERVICES ARE PROVIDED ON AN "AS IS " BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BURSTNET® DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE BURSTNET® SERVICES; INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOU UNDERSTAND THAT PORTIONS OF THE INTERNET CONTAIN MATERIALS THAT ARE UNEDITED, SEXUALLY EXPLICIT AND MAY BE OFFENSIVE TO YOU AND THAT YOUR ACCESS TO SUCH MATERIALS IS AT YOUR OWN RISK. BURSTNET® HAS NO RESPONSIBILITY FOR OR CONTROL OVER SUCH MATERIALS. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY BURSTNET, ITS EMPLOYEES, LICENSERS, OR THE LIKE, SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL BURSTNET® OR ANYONE ELSE INVOLVED IN ADMINISTERING OR DISTRIBUTING THE BURSTNET® SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE BURSTNET® SERVICES and/or BURSTNET® SOFTWARE INCLUDING BUT NOT LIMITED TO reliance on any information obtained, or stored, on the BurstNET® network; or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not limited to acts of god, communications failure, theft, destruction, or unauthorized access to BurstNET® records, programs, or services. BurstNET® is not liable for damage caused by lightning strikes and/or power surges to customer premise equipment, co-located equipment, or customer property connected to such. Client should take proper precautions to protect their property from damage by such. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, IN SUCH STATES, BURSTNET'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

6.2 Indemnity. Each party will indemnify the other party from any and all third-party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees resulting from the indemnifying party's material breach of any duty, representation or warranty under this Agreement, except those resulting from the gross negligence or knowing or willful misconduct of the other party. Such indemnity shall be conditional upon (I) prompt notification to the other party of any indemnifiable claim; (II) the indemnifying party's control of all settlement and other negotiations; and (III) the indemnified party's full cooperation with respect to such claim.

6.3 Limitation of Liability. BurstNET® shall not be liable to Client for more than the aggregate amounts paid to BurstNET® under this Agreement, for the current service term.

6.4 Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS.

7. Terms and Termination .

7.1 Term. This Agreement will become effective on the date indicated in the "Contract Specification" section of this Agreement, or the date of initial service order placed, whichever earliest, and will remain in effect for the term indicated in same. This agreement is automatically renewed for same originating term as indicated in the "Contract Specification" section of this agreement, or term selected thru online ordering system, at the end of current term, unless Client terminates this Agreement (via fax, mail, or online cancellation form) to BurstNET® within twenty-four (24) hours prior or following end of current service term, or BurstNET® terminates this Agreement upon fifteen (15) days written notice (via fax, mail, or email) to Client, prior to end of current service term.

7.2 Termination. In the event of any material breach of this Agreement by either party, the other party may terminate this Agreement, by giving ten (10) days prior notice thereof (in writing by fax or mail); provided, however, that this Agreement shall not terminate at the end of said ten (10) days notice period if the party in breach has cured the breach of which it has been notified prior to the expiration of said ten (10) days.

7.3 Client may terminate this Agreement at any time for any or no reason upon written notice (via fax, mail, or online cancellation form) to BurstNET®, within twenty-four (24) hours prior or following end of current service term. BurstNET® may terminate this Agreement at any time for any or no reason upon fifteen (15) days written notice (via fax, mail, or email) to

Initial: _____ Date ____/____/____

Client, prior to end of current service term. Notwithstanding the foregoing, BurstNET® may immediately block Client's site or immediately terminate Client's access to and use of BurstNET® services and software; if at BurstNET's® sole discretion, it deems any information contained in Client's site to violate BurstNET's® Terms of Service (TOS), BurstNET's® Basic Policy and Service Guidelines (AUP), or to be otherwise objectionable or offensive or to violate the law, in accordance with Section 4.5 herein. Client's only right with respect to any dissatisfaction with any terms, rules, policies, guidelines, or practices of BurstNET® in operating the BurstNET® service, any change in the content of the BurstNET® service, or any change in the amount or type of fees charged in connection with the BurstNET® service, is to terminate this Agreement by delivering notice to BurstNET®, effective the day BurstNET® receives notification of termination or any future date specified which is acceptable to BurstNET®. BurstNET® may terminate immediately any Client who misuses or fails to abide by this Agreement, BurstNET's™ Terms of Service (TOS), or BurstNET's™ Basic Policy and Service Guidelines (AUP) BurstNET® may terminate without notice Client's access to and use of the BurstNET® service and software upon a breach of this Agreement. If BurstNET® denies you access to the BurstNET® services, you shall have no right to obtain any credit(s) otherwise due to you. BurstNET® shall have no responsibility to notify third-party providers/users of services, merchandise, or information, associated with your BurstNET® service, nor shall BurstNET® have any responsibility for any damages that result from the lack of such notification.

7.4 In the event that BurstNET® offers a money back guarantee, or 30 day refund policy, as specified in the "Contract Specifications" section of this agreement, violation of the BurstNET® Terms of Service (TOS) or BurstNET® Basic Policy and Service Guidelines (AUP) makes such an offer null and void. Client agrees to waive such rights to a refund if such a violation occurs. BurstNET® does not offer a a money back guarantee, or 30 day refund policy, by default on it's service, unless specifically stated otherwise for a specific service.

7.5 Surviving Sections. The following paragraphs shall survive the termination of the Agreement: 5 ("Confidentiality and Proprietary Rights"), 6 ("Warranties/Indemnity") and 8 ("General").

8. General.

8.1 Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void. This Agreement shall be binding upon the parties' respective successors, purchasers, and permitted assigns.

8.2 Notices. Any notices or legal communication under this Agreement shall be in writing (via fax or mail) and shall be deemed delivered to the party receiving such communication at the address specified below (I) on the delivery date if delivered personally to the party, or a representative of the party; (II) one business day after deposit with a commercial overnight carrier, with written verification of receipt; (III) five business days after the mailing date, whether or not received, if sent by US mail, return receipt requested; (IV) on the delivery date if transmitted by confirmed facsimile.

If to BurstNET®:

BurstNET® P.O. Box #591 Scranton, PA 18501-0591 USA

Fax: +1.5703439533

If to Client:

Contact information provided in "Contract Specification" section of this Agreement, on provided to BurstNET in the BurstNET® client interface.

8.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States, except with regard to it's conflict of law rules.

8.4 Modifications. No modifications, amendment, supplement to or waiver of this Agreement or any exhibit hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

8.5 Waiver. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

8.6 Severability. In the event any one or more of the provisions of the Agreement or any of any exhibit is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

8.7 Force Majeure. Neither party hereto shall be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any contingency beyond the reasonable control of such party, including without limitation, fire, flood, strike, and other industrial disturbance, failure of transport, accident, war, riot, insurrection, act of God or order of governmental agency. Performance shall be resumed as soon as possible after cessation of such cause. However, if such inability to perform continues for forty-eight (48) hours, the other party may terminate this Agreement without penalty and without further notice.

8.8 Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

8.9 Entire Agreement. This Agreement sets forth the entire agreement, and supersedes any and all prior agreements of the parties with respect to the transactions set forth herein. Neither party shall be bound by, and each party specifically objects to, any term, conditions or other provisions which is different from or in which is proffered by the other party in any correspondence or other document, unless the party to be bound thereby specifically agrees to such provision in writing.

EXHIBIT B

General Terms of Service (TOS)

1. BurstNET® services, as operated by BurstNET®, is a collection of various products and services that enable entities to utilize, conduct business on, connect to, and publish to the Internet. BurstNET® services are available for a fee to any client who wishes to utilize the service for such means.

2. CAREFULLY READ the terms of this agreement which governs your use of BurstNET® services and software. BurstNET® may modify this agreement at any time and in any manner. Any modification is effective immediately upon either a facsimile, electronic mail, or conventional mail notification. Any modification is effective at the start of the next service term (renewal period) if notified via BurstNET® online forums and/or publication to the BurstNET® website(s). Your continued use of BurstNET® service following notice of any

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modification to this agreement shall be conclusively deemed as acceptance of all such modification(s).

3. BurstNET® grants to you a non-exclusive, non-transferable license to use and display the BurstNET® service and software on the servers and equipment with which you utilize the BurstNET® service. The BurstNET® service and software are owned by BurstNET® and their structure and organization constitute valuable trade secrets of BurstNET®.

4. Advertising, Solicitation and Name Harvesting. You may not use BurstNET® service to send unsolicited advertising, promotional material, or other forms of solicitation to other Clients unless you receive the expressed written permission of the Client. You may not use the BurstNET® service to collect or "harvest" screen names of other Clients without the expressed prior permission of the Client. BurstNET® reserves the right to block or filter mass email solicitations on or through the BurstNET® service.

5. Internet Conduct. Generally, the Internet consists of the following areas available through BurstNET; Email, Newsgroups, Instant Messaging, Video, and the World Wide Web). The Internet is not owned or operated by, or in any way affiliated with BurstNET® or any of its affiliates; it is a separate, independent network of computers and is not part of BurstNET®. Your use of the Internet is solely at your own risk. When using the Internet and all of its components, Clients must conduct themselves responsibly according to the Internet's own particular code of conduct. Participating successfully on the Internet is really a matter of common sense. Although BurstNET® does not control the Internet, your conduct on the Internet when using your BurstNET® account is subject to BurstNET® rules. Because BurstNET® wants to be a good Internet citizen, it prohibits Clients from engaging in certain conduct on the Internet through or by means of BurstNET® including the following: (1) Chain Letters. Chain letters are prohibited on the BurstNET® network and are inappropriate on the Internet. Posting a chain letter to an Internet newsgroup (or via email on the Internet) from your site may result in your BurstNET® services site being terminated.

(A) Commercial Communication. The vast majority of newsgroups and mailing lists on the Internet are not commercial in nature, and participants in such groups may object strongly to commercial postings, solicitations, or advertisements.

(B) Other Inappropriate Posts. Each newsgroup and mailing list on the Internet focuses on a particular set of topics and posts not related to these topics are not welcomed by the participants. We suggest that all Clients become familiar with the guidelines, themes, and culture of the specific newsgroups and mailing lists in which they wish to participate. Posting or distributing inappropriate material on or from your site (i.e. spamming or mail bombing) may result in suspension or termination of your BurstNET® account.

(C) Copyright and Proprietary Materials. You should be aware that much of the Content available on the Internet is protected by copyright, trademarks, trade secrets and other rights of the independent third parties or their licensors who make such content available on the Internet. Clients use of such Content will be subject to the specific restrictions place on such Content by the owners or licensors of the Rights in such Content and all applicable laws and regulations. Transmitting to the Internet or posting on your site copyright or other material of any kind which is subject to rights of any person or entity without the express permission of the right's holder is prohibited and will result in termination of your BurstNET® Service and possible civil and /or criminal liability.

(D) Offensive or Objectionable Material. BurstNET® reserves the right to request you remove any material which BurstNET® deems offensive, hurtful, or otherwise objectionable. Failure to do so may result in blocking your BurstNET® service(s) or termination of the Agreement by BurstNET®.

You understand that except for content, products or services expressly available at BurstNET's® Web site, neither BurstNET®, nor any of its affiliates, controls, provides, operates, or is responsible for any content, goods, or services available on the Internet. All such content, goods, and services are made accessible on the Internet by independent third parties and are not part of BurstNET® or controlled by BurstNET®. BurstNET® neither endorses nor is responsible for the accuracy or reliability of such content, goods, or services available on the Internet, which are the sole responsibility of such independent third parties, and your use thereof is solely at your own risk. Neither BurstNET® nor its affiliates shall be held responsible or liable, directly, or indirectly, for any loss or damage caused or alleged to have been caused by your use of or reliance on any content, goods or services available on the Internet or your inability to access the Internet or any site on the Internet. The foregoing provisions of this paragraph shall apply with equal force even where BurstNET® features or displays a link with any particular Web site.

You should be aware that the Internet contains content, goods, and services that you may find obscene, improper, hurtful, or otherwise offensive and that may not be suitable for certain individuals or for minors who are accessing the Internet. BurstNET® does not have the capability or right to monitor, or review, or restrict any content, goods, or services made available by third parties on the Internet, nor to edit or remove any such questionable content after posting on the Internet. In addition, you should be aware that the Internet provides access to users who are not part of BurstNET® and whose conduct and communication may also be found harmful or offensive to clients or which would otherwise breach the BurstNET® rules if they were subject to it. BurstNET® and its affiliates specifically disclaim any responsibility for (and under no circumstances be liable for) any conduct, content, goods, and services available on or through the Internet (including without limitation any part of the Web).

Your use of the Internet is subject to all applicable local, state, national, and international laws and regulations, Without limiting the other rights available to BurstNET®, BurstNET® retains the right but not the obligation, in its sole discretion and without prior notice or liability, to restrict and/or terminate your access to the Internet and BurstNET® services, if your use of the Internet violates any such laws or regulations, any prohibitions upon your conduct in connection with the Internet raised in this paragraph or otherwise restricts or inhibits any other user from enjoying the Internet or their BurstNET® services.

EXHIBIT C

Service Level Agreement (SLA)

BurstNET® is proud to offer an exceptional level of performance, reliability, and service. That is why we are making commitments to our customers in the form of a Service Level Agreement (SLA) which provides certain rights and remedies regarding the performance of the BurstNET® network. The BurstNET® Service Level Agreement (SLA) guarantees our network/equipment reliability and performance. This Service Level Agreement (SLA) applies to customers of BurstNET's® web hosting, reseller, dedicated server, co-location, e-commerce, and Internet access services.

Uptime Guarantee: BurstNET® strives to maintain a 99.999% network and service uptime level, and guarantees atleast 99.5%. This uptime percentage is a monthly figure, and is calculated solely by BurstNET® monitoring systems or BurstNET® authorized/contracted outside monitoring services. If BurstNET® fails to meet it's 99.5% uptime guarantee, and it is not due to one of the exceptions below, credits will be made available to each client, upon request, on a case by case basis. BurstNET® does not credit a full month's service for minor downtime. This would not be financially healthy for BurstNET®, and in turn would only negatively affect the service level BurstNET® provides to you. "Partial refunds for partial downtime" is our standard policy. In extreme circumstances, BurstNET® may distribute full month credits, but this is dealt with on a case by case basis. Details on how credit amounts are calculated can be found below.

Exceptions: Customer shall not receive any credits under this SLA in connection with any failure or deficiency of the BurstNET® network caused by or associated with:

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- Circumstances beyond reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, "Acts of God" (ie...fire, flood, earthquake, tornado, etc...), strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement.
- Telco Failure (ie...a backhoe cutting a fiber line somewhere)
- Backbone peering point issues (ie...Level3™ having a router go down in Virginia that wipes out Internet service a portion of the entire East Coast)
- Scheduled maintenance for hardware/software upgrades
- Hardware failure (faulty hardware is rare, but cannot be predicted nor avoided). BurstNET® utilizes only name brand hardware of the highest quality and performance.
- Software bugs/flaws (Exploits and bugs may develop that cause security issues or downtime)
- DNS issues not within the direct control of BurstNET®
- Network floods, hacks, attacks from outside parties or individuals
- Failure or error of any BurstNET® monitoring or measurement system
- Weather which may affect performance of wireless access equipment performance.
- Client's acts or omissions, including without limitation, any negligence, willful misconduct, or use of BurstNET® service(s) in breach of BurstNET® Policy and Service Guidelines (AUP), by Client or others authorized by Client.

Connectivity: BurstNET's® goal is to make the BurstNET® network available to Clients, free of outages, as best possible. An "outage" is defined as an instance in which Client is unable to transmit and receive IP packets due to a BurstNET® service failure for more than 15 consecutive minutes, excluding service failures relating to BurstNET's® scheduled maintenance and upgrades. The BurstNET® network does not include client premises equipment or any Telco access facilities connecting Client's premises to such infrastructure. BurstNET's™ goal is to keep Average Round-Trip Latency on the BurstNET® network to 85 milliseconds or less. BurstNET® defines "Average Round-Trip Latency", with respect to a given month, as the average time required for round-trip packet transfers between the BurstNET® network and major US backbone peering points during such month, as measured by BurstNET®. BurstNET's™ goal is to keep Average Packet Loss on the BurstNET® network to 1% or less. BurstNET® defines "Average Packet Loss", with respect to a given month, as the average percentage of IP packets transmitted on the BurstNET® network during such month that are not successfully delivered, as measured by BurstNET®.

Measurement: BurstNET® will periodically (on average every 5 minutes) monitor BurstNET® network and server availability using software and hardware components capable of measuring application traffic and responses. Client acknowledges that that such measurements may not measure the exact path traversed by Client's Internet connection, and that such measurements constitute measurements across the BurstNET® network but not other networks to which Client may connect. BurstNET® reserves the right to periodically change the measurement points and methodologies it uses without notice to Client. Full network and server reporting will be posted to a location designated by BurstNET® and made available to Client.

Hardware Failure: BurstNET® stands behind all equipment on our network. Faulty hardware is rare, but cannot be predicted nor avoided. BurstNET® utilizes only name brand hardware of the highest quality and performance. BurstNET® will replace all faulty hardware affecting performance levels of equipment within 48 hours, which includes hardware issues that cause server crashes or speed issues. Hardware failure resulting in complete network/server outage/downtime will be corrected within two hours of problem identification. Router failure is an exception to this SLA guarantee, and may require on-site Cisco™ engineers or backbone provider emergency personnel to correct the problem. Router failure is governed by current BurstNET® contracts with Cisco™ and backbone providers in regard to the emergency repair service in case of such an issue. Software re-installation and data replacement after server failure, will be completed with 10 hours of of problem identification. BurstNET® will replace all faulty hardware on dedicated servers (rented or leased servers), at no charge to the Client, with an unlimited free replacement policy. This includes parts ordered as upgrades. BurstNET® will replace all faulty hardware on all non-purchased dedicated and wireless access customer premise equipment, at no charge to the Client, unless equipment has been tampered with, or damage is caused by direct neglect/action(s) of Client.

Credits: Credit requests must be made on the BurstNET® web site, by filling out the "Service Level Agreement (SLA) Request" form. Each request in connection with network/server outages/downtime must be received by BurstNET® within five days of the occurrence. Each request in connection with Average Round-Trip Latency or Average Packet Loss in a calendar month must be received by BurstNET® within five days after the end of such month. The total amount credited to a Client for BurstNET® not meeting SLA service levels will not exceed the service fees paid by Client BurstNET® for such services for the period in question. Each validly requested credit will be applied to a Client invoice within 30 days after BurstNET's® receipt of such request. Credits are exclusive of any applicable taxes charged to Client or collected by BurstNET®. Upon Client's request (in accordance with the procedure set forth below), BurstNET® will issue a credit to Client for network/server outages/downtime occurring during any calendar month that are reported by Client to BurstNET® and confirmed by BurstNET's® measurement reporting. Such credit will be equal to one day's worth (1/30th) of the monthly fees paid by Client, (for all service fees paid if network outage, or specific affected service fees paid if individual server downtime) multiplied by each hour (or portion thereof rounded to nearest next hour) of the cumulative duration of such outage/downtime. If Average Round-Trip Latency on the BurstNET® network for a calendar month exceeds 85 milliseconds, then upon Client's request, BurstNET® will issue a credit to Client equal to six day's worth (1/5th) of the monthly service fees paid by Client for such month. If Average Packet Loss exceeds 1% during a calendar month, then upon Client's request, BurstNET® will issue a credit to Client equal to five day's worth (1/5th) of the monthly service fees paid by Client for such month.

General: BurstNET® reserves the right to change or modify this SLA to benefit the Client, and will post changes to location currently housing this SLA at time of modification, which will be made available to Client. Except as set forth in this SLA, BurstNET® makes no claims regarding the availability or performance of the BurstNET® network or servers. Specific terms/points of this SLA may be adjusted on a case by case basis by the specific Service Agreement signed/agreed by client. In case of difference terms/points in SLA and Service Agreement, the Service Agreement terms/points prevail over this general SLA policy. The Service Agreement signed/agree client, is above and beyond this SLA, and Service Agreement terms are in affect, including, but not limited to, limitations of liability.

EXHIBIT D

BURSTNET® BASIC POLICY & SERVICE GUIDELINES (AUP)

This Acceptable Use Policy (AUP) applies to all individuals, businesses, organizations, resellers, and end-clients (collectively, "users") employing any BurstNET® services, hardware,

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property or other products.

Use of BurstNET® resources constitutes acceptance of all policies in effect at the time of use. Modification to this policy may be made at any time and will be immediately effective upon posted changes.

BurstNET® reserves the right to protect its resources, users, and reputation from any activity deemed damaging, offensive or abusive. To this measure, BurstNET® will act as sole arbiter in determining violations of this policy.

Provisions: Use of BurstNET® services indicates the acknowledgment that:

- Users are responsible for the security of accounts, systems, passwords, etc...and will not hold BurstNET® liable for any loss or damages caused by exploitation or any other misuse of BurstNET® resources.
- BurstNET® is not responsible for any damages, anticipated or otherwise, caused by viewing materials, links, or other content posted to systems on the local network or linked via this network. All users agree to indemnify BurstNET® from any claims resulting from any use of its services.
- Adult content is sanctioned by applicable local and federal governments/laws. Legal adult content is permitted on all BurstNET® product lines. The viewing, downloading, or possession of legal adult content by BurstNET® users and other Internet viewers, is not governed by BurstNET® policy, and is left to the discretion of individuals requesting this material.
- BurstNET® may monitor its network and audit systems for any data or activity indicating potential policy violations.
- BurstNET® reserves the right to remove any account without prior notice. If BurstNET® deactivates an account due to the direct or indirect participation of users engaging in illicit activities, any rights to a refund are forfeited by the client/reseller in control of the account at the time of the violation. Furthermore, no refunds for advance payments will be granted for deactivated accounts. Critical offenses and involvement in illegal activity will negate any perceived obligation of BurstNET® to return data.

Abusive Clientele: BurstNET® may, at its discretion, suspend or terminate the service of any client/reseller who is financially delinquent, abusive/harassing to BurstNET® personnel, or causes general disruption to the operation of the company and service of its users. Examples of such activity include, but are not limited to:

- verbal or written abuse of BurstNET® personnel (obscene language, threats, etc.)
- excessive complaints or persistent disregard for alerts, warnings, and/or notices
- repeated reactivation of abusive users
- consistent errors or administrative changes causing unnecessary workload
- spamming BurstNET® email addresses, ticket systems, and/or servers
- frequent late or bounced payments
- issuing chargebacks
- public harassment or derogatory/false/exaggerated forum/discussion group postings

Abuse of BurstNET® Systems and Resources: Any damaging or abusive activity, whether unlawful or considered to be detrimental to the operations of BurstNET® resources, is a violation of this policy. Any attempt to harm equipment owned by BurstNET®, or hosted in its facilities, is strictly prohibited. Violations will result in legal action, to the fullest allowable extent.

Illegal Usage Restrictions: Resources provided by BurstNET® may be used only for lawful purposes. Examples of unlawful content include, but are not limited to:

- unlicensed hosting of, linking to, or any involvement in the transmission of copyrighted media, applications, published works, or any data protected by trade secret, without sufficient rights to engage in this activity
- child pornography and/or kidnapping material
- content deemed to be terroristic in nature
- material posted to incite violence
- violations of human and animal rights, including the display of acts of cruelty and other abuse
- pyramid/ponzi schemes
- fraudulent sites and other forms of "phishing" (emails/forms/sites used to gather personal information from unsuspecting individuals)
- cracking programs and/or key generators
- violations of import/export restrictions

Prohibited Usage Restrictions: In addition to activities governed by law, BurstNET® strictly prohibits:

- IRC and associated applications (including bouncers, "bots", etc.)
- malware (malicious software) and/or botnets
- network and systems abuse scripts
- circumvention of and/or provision of instructions to circumvent security measures
- unnecessary port scans
- threatening, harassing, or obscene content
- anonymizers/proxies without password protection and sufficient logging (including open mail proxies, anonymous web surfing proxies)
- proxy detection scripts
- unsolicited and/or mass advertising via forums, blogs, comment forms, and newsgroups
- mail bombing, email address harvesting, and/or unsolicited email (including bulk mail sent to unconfirmed recipients and individual unsolicited advertisement or link exchange requests)
- HYIPs (high-yield investment programs)
- excessive overutilization of resource limits
- evasion of bans or blacklistings by changing domains/IPs

*** Links to unacceptable content are also prohibited.

Bulk Email & Blacklisting: BurstNET® understands that bulk email is an important mechanism for keeping people informed. However, spamming from the BurstNET® network, and spamvertising (unsolicited advertising of) sites hosted on the BurstNET® network, is prohibited. Legitimate bulk email meets the following criteria:

- ALL recipients have confirmed willingness to be added to a distribution list by clicking on confirmation links or (preferably) by responding to verification emails.
- Distributed messages include valid headers, removal instructions, and information on the method by which the subscribed addresses were obtained.

The usage of partially confirmed recipient lists is not allowed. All bulk email senders must post privacy policies and must be clearly identified to recipients during the subscription and

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confirmation process. The usage of third-party distribution lists is prohibited. If BurstNET® approaches a client for evidence of confirmation, the request must be honored within 48 hours of the initial spam alert. Deactivation of an account or service may be required, until proof of confirmation is provided and approved. BurstNET® reserves the right to require termination of any services involved in the transmission of unsolicited email. If any activities lead to blacklisting, the involved client/reseller may be charged an abuse fee of \$100.00.

Policy Violations: Storage, presentation, or transmission of any material in violation of any laws, or otherwise prohibited by BurstNET®, is cause for temporary account deactivation, server/service termination, or complete cancellation of all account services. The BurstNET® Abuse Dept will make an attempt to contact the involved client via email when the first sign of a possible violation is noted. This notification may occur before or after a service is disabled. Alerts are provided as a courtesy. Prompt responses to alerts are required. When an alert is sent, the designated abuse contact is responsible for acknowledging his/her understanding of the offense and providing an adequate response, to the satisfaction of BurstNET®, within 24 hours of the notice. Failure to sufficiently respond to an abuse alert will lead to suspension of any active services involved in abusive activity and will result in a \$50.00 fee. If reactivation is warranted, all abuse fees and any outstanding service fees must be paid prior to service being reactivated. Repeated abuse and/or failure to respond to abuse alerts will result in service termination.

Note: It is extremely important to ensure that the abuse email address on record is valid and monitored at all times. This is the address used for abuse notifications and warnings. The address may be set within the client management interface.

Direct clients/resellers are fully responsible for any activity found to originate from products and/or services under their care. In any case involving unauthorized parties utilizing a BurstNET® service for abuse, the direct client/reseller is responsible for locating and stopping all affected applications, until the source of the problem is found and removed. BurstNET® may opt to disable all services until the client can perform such an investigation or the system can be secured or reinstalled. If the support of BurstNET® is required for the investigation, the client agrees to compensate BurstNET® at a rate of \$65 USD/hour for such service. Reinstallations are performed at a flat-rate of \$25 USD (which does not include any operating system changes or licensing costs). Direct clients/resellers are responsible for maintaining secure systems. This includes, but is not limited to:

- requesting kernel updates
- applying application patches

BurstNET® will not be responsible for securing dedicated servers, virtual private servers, user accounts/web sites, or third-party applications. Direct clients/resellers with fully managed support services, may be entitled to a higher level of support than clientele with basic management. Further details may be found in the BurstNET® Managed Services Definition and Backup Policy.

Resource Usage: Resource usage should be maintained within levels outlined in product descriptions and/or service contracts. Abuse caused by users or unauthorized parties may increase resource usage and lead to overage fees. Overage fees apply to any service utilizing more than its assigned bandwidth allocation, except for services advertised/sold as "UNMETERED". Overages will be calculated based on overall amount of GigaBytes (GB) transferred in a monthly period, unless a service is sold based on Megabits per Second (MBPS). Services sold by MBPS, will be calculated via the industry standard 95% method, unless otherwise specified in the service agreement contract. MRTG or other bandwidth reports are available, upon request. Bandwidth is supplied from a shared pool and is not supplied as guaranteed/dedicated bandwidth, unless advertised as such specifically. Burstable usage of the UNMETERED service/port is permitted. However, a service that has heavy sustained usage may have its port capped and the client/reseller associated with the service may be required to upgrade to a dedicated service plan. UNMETERED service is supplied on a "best-effort" basis, which may result in some slowdowns during peak traffic periods. Should a client/reseller utilize or require large amounts of bandwidth, beyond the standard bandwidth allocation, BurstNET® may require a deposit.

Port Usage: Basic Dedicated & Co-Located servers are installed on 100MBPS unthrottled ports, unless service is sold with a specified port size (ie. 10MBPS UNMETERED) or specified/requested as a "capped" port. BurstNET® reserves the right to monitor network usage and throttle the available speed (if a service significantly exceeds average usage) to conserve network resources and to prevent any large billing anomalies. This will generally not include short spikes in usage, but will include, and not be limited to, sustained transfers of significantly larger than average amounts of bandwidth. If, at any time, a client's or reseller's data transfer rate affects other BurstNET® clientele, BurstNET® reserves the right to throttle and/or disconnect the service at the source of the problem.

Filtering: BurstNET® reserves the right to block, filter, or throttle ports and/or IP address ranges. For example, this may include blocking Port 6667 (IRC), denying access from a known spammer's IP address range, or limiting the speed of point-to-point file-sharing programs (Kazaa, Limewire, eDonkey, etc...). This may also include prioritization of certain traffic types, such as Voice-over-IP (VOIP) phone call transmissions.

Virtual Hosting: BurstNET® is pleased to offer unlimited traffic/hits and server usage to Virtual Hosting clientele. "Unlimited traffic/hits" refers to the number of visitors to a website and NOT the total amount of bandwidth/data transfer. Each Virtual Hosting account is still limited to the bandwidth/data transfer included with its associated service/package. To maintain the integrity of our service, the following usage may be limited/disallowed on Virtual Hosting service:

- banner, graphic, or CGI scripts running from the service and/or being utilized on other domains/websites
- large graphic or download archives/galleries
- large chat room gatherings

If you do not qualify for unlimited traffic/hits, your account may be required to be upgraded. To reduce the load on a server, BurstNET® reserves the right to relocate any site to a different server and/or IP address.

Virtual Private Servers (VPS): To maintain the integrity of BurstNET® services, any VPS (virtual private server) utilizing heavy amounts of system resources may be temporarily disabled. When necessary, clients/resellers may be required to upgrade the service package to accommodate actual usage. Additionally, to reduce the load on servers, BurstNET® may relocate virtual private server containers to different nodes and/or IP addresses.

Internet Access: BurstNET® does not allow multiple dial-in connections on a single dial-up access account. Multiple computers/networks are permitted to a single BurstNET® Internet Access service. Internet Access clientele are responsible for maintaining/securing their computer systems. Should any system become infected with a virus and/or spyware which causes or threatens harm to the BurstNET® network, BurstNET® may suspend service until the source of the problem is found and corrected.

Backup Service: To maintain the integrity of backup services, BurstNET® may relocate any backup service to a different server and/or IP address in an effort to reduce the load on the current hosting server. Download/FTP sites, web-serving (httpd), and/or any usage that results in heavy upstream/outgoing bandwidth consumption (beyond that of normal backup operations) is not permitted on the backup service machines. This service is meant for the backup/restore/sharing/storing of data and not for usage normally performed by web/database servers.

Idle Timeouts: BurstNET® may disconnect any idle connection to the network. Average timeouts are:

- FTP - 300 seconds
- Dial-Up - 10-15 minutes
- Telnet/SSH - 2 hours

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EXHIBIT E - CONTRACT SPECIFICATIONS

Authorized Representatives of Client and BurstNET™ have read the foregoing and all documents incorporated therein, and fully understand its contents and the contractual obligations required within, and by signing below, agree to and accept such terms effective as of the date signed by client below the Client Signature below;

CLIENT INFORMATION

Company Name: _____
Mailing Address: _____
City/Town: _____
State/Province: _____
Zip/Postal Code: _____
Country: _____
Daytime Phone: (____) _____
Evening Phone: (____) _____
Fax: (____) _____
Email Address: _____

Authorized Contact: _____
Position: _____

Authorized Signature:

Date: ____/____/____

PROVIDER INFORMATION

Company Name: BurstNET Technologies, Inc.
Mailing Address: PO Box #591
City/Town: Scranton
State/Province: Pennsylvania
Zip/Postal Code: 18501-0591
Country: United States
Daytime Phone: +1.5703432200
Fax: +1.5703439533
Email Address: sales@burst.net

Authorized Signature:

Name: _____
Position: _____
Date: ____/____/____

