

Systemseven Master Service Agreement and Terms of Service

This Agreement is between you as our Subscriber ("Customer" or "you" or "your") and Systemseven Services, LLC, and its affiliates ("Systemseven") and it sets forth the terms and conditions under which you agree to use and we agree to provide the Service.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS DO NOT SIGN YOUR CONTRACT AND CONTACT US IMMEDIATELY.

The Effective Date of this Agreement shall be when you accept this Agreement by signing your contract.

Acceptance by you of this Agreement occurs upon the earlier of: (a) Systemseven's acceptance of a Service Contract signed by you indicating your acceptance of this Agreement; (b) your acceptance of this Agreement electronically during an online order or registration; (c) your use of the Service. If you change Service plans, your term and monthly rate may change (depending on the plan you select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

This Agreement consists of the terms below (The Master Service Agreement and Terms of Service), plus (a) the specific terms of your Service plan (including the plan's pricing, duration and applicable termination charges); (b) any applicable Additional Services Terms and (c) other Systemseven policies referred to in this Agreement, all of which are incorporated herein by reference. You can receive a copy of this Agreement by visiting our website at <http://www.systemseven.net> ("Website"). You can also receive a paper copy of this Agreement by writing to: Systemseven Services LLC, 5601 S. Padre Island Dr. Suite D101, Corpus Christi, TX 78412, Attention: Customer Service.

Policy Change

Systemseven reserves the right to change, amend, or revise this Master Service Agreement and Terms of Service at its sole discretion.

Terms of Service

Systemseven is committed to providing dedicated, reliable and robust Internet services by providing options that are not offered by other Internet Service Providers (ISPs). By entering this Agreement or subscribing to Systemseven services, Customer understands and agrees to this Master Service Agreement and the Terms of Service applicable to service to which Customer subscribes (collectively, the "Agreement"). Additionally, Customer agrees to be bound by any future modifications or additions to the Agreement for which Systemseven provides notice to Customer. If Customer does not agree with any modification or addition to the Agreement, Customer may terminate Customer's subscription as provided by the Termination Policy set out below. In the case of an inconsistency or conflict between terms and conditions of an applicable Service Addendum and/or Service Order, the governing order of precedence will be (1) the Service Order (2) the Service Addendum, (3) the Systemseven Master Service Agreement.

1. Notices to Customer- Email: Systemseven primarily communicates with customers via email. Customer agrees that sending a message to Customer's Systemseven.net contact email address is Systemseven's agreed upon means of providing notification to Customer. All Systemseven Internet services come with at least one email account. Customer agrees that Customer routinely will check this email account, or in the event that Customer has another email account that Customer prefers to use, make arrangements to forward Customer's Systemseven email to Customer's preferred account. Customer can set up or change Customer's forwarding by emailing support@systemseven.net. Customer's Systemseven email or approved alternate account is used to communicate vital information about Customer's services, billing, service outages, the Agreement, and enhancements or changes to Customer's existing services and to make Customer aware of products or services that might be of interest to Customer. This information is time-sensitive in nature. Customer must read any email sent to Customer's account to avoid any potential interruptions in Customer's service.

2. Privacy Policy: Systemseven and its affiliated companies ("affiliates") are committed to respecting Customer's privacy. As explained below, Customer's personally identifiable information will only be used in the context of customer's relationship with Systemseven and its affiliated companies, including service and billing functions and informing Customer of products and services of potential interest.

On various Systemseven web pages Customer can order services, make requests, and register to receive materials or support. The types of personal information collected at these pages are name, username, contact and billing information, transaction, and credit card information. Data collected online may also be

combined with information provided during ownership registration of Systemseven products and services. In order to tailor subsequent communications and continuously improve products and services, Systemseven may ask Customer to voluntarily provide information regarding Customer's personal or professional interests, demographics, product experience, and contact information.

Systemseven will not sell, rent, or lease Customer's personally identifiable information to others. Except as may be required by subpoena, search warrant, or other legal process or in the case of imminent physical harm to a customer or others, Systemseven will only share the personal data provided by its Customer with business partners who are acting on Systemseven's behalf to complete the activities Customer requested, or with its affiliates. In that event, Systemseven's business partners will be governed by Systemseven's privacy policy with respect to the use of this data. Should a non-affiliated company require Customer's personal information, Customer's permission will be initially obtained, unless seeking Customer's permission is inconsistent with legal guidelines or legal requirements. The use of any shared data will be governed by the company's respective privacy policy.

Systemseven and its affiliates use Customer's information to better understand customer needs and continuously improve the level of service provided. Specifically, Customer's information is used to help complete a transaction, to communicate back to Customer, to update Customer on service and benefits, and to personalize Systemseven and affiliated company web sites. Credit card numbers are used only for payment processing and are not utilized for other purposes.

From time to time, Systemseven or its affiliates may use Customer's information to contact Customer for market research or to provide Customer with information thought to be of particular interest. At a minimum, Customer will have the opportunity to opt out of receiving such direct marketing or market research contact. Where applicable, Systemseven will also follow local requirements such as allowing Customer to opt in before receiving an unsolicited contact.

Systemseven strives to keep Customer's personally identifiable information accurate. Every effort is made to provide Customer with online access to Customer's registration data so that Customer may update or correct Customer's information at any time. Systemseven is committed to ensuring the security of Customer's information. To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of information, appropriate procedures are in place to safeguard and secure the information collected online.

Systemseven may also collect certain non-personally identifiable information when Customer visits Systemseven's web-site. Systemseven accomplishes this through the use of "cookies" or tracking mechanisms that collect this type of information. If Customer does not want this to happen or wants to know when it does happen, Customer's browser should be set to warn Customer or to block cookies (although blocking cookies may affect Customer's use of certain sites).

Systemseven has put in place physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access, maintain data security, and correctly use the information Systemseven collects online. However, no transmission of data over the Internet is guaranteed to be completely secure. While Systemseven strives to protect Customer's information, Systemseven cannot guarantee or warrant the security of any information Customer transmits to Systemseven. Any such transmission is done at Customer's own risk. Neither people nor security systems are foolproof, and people can commit intentional crimes, make mistakes or fail to follow policies. Although Systemseven takes certain precautions, Systemseven does not guarantee security. Additionally, it may be possible for third parties to intercept or access transmissions or private communications unlawfully. Customer assumes the risk of any failure of security and agrees to do what Customer reasonably can to promote security.

Notwithstanding the above policies and guidelines, there are Federal Communications Commission rules governing the access, use and disclosure of certain information that Systemseven obtains from you if it provides VoIP services to you. ("Systemseven Business Voice Services" including, but not limited to, "Integrated Voice" and "Hosted Voice" are VoIP services). This information is known as Customer Proprietary Network Information ("CPNI"). You have the right to restrict Systemseven from accessing, using or disclosing CPNI in certain circumstances. If you receive VoIP services from Systemseven, please refer to Section 5.1 of the Systemseven Business Voice Services addendum for additional information regarding your CPNI rights.

3. Acceptable Use Limitations and Guidelines:

3.1 Bandwidth: As an ISP, Systemseven's financial liability is partially determined by the amount of bandwidth customers utilize. Systemseven can normally balance that cost and utilization while continuing to provide great service to all customers. If Customer utilizes any of Customer's Systemseven services in a manner that consumes excessive bandwidth or otherwise negatively affects Systemseven's core equipment,

overall network performance, or other users' services, Systemseven may require that Customer cease or alter these activities.

3.2 Reverse DNS: Systemseven does not allow customers authoritative control of their own reverse Domain Name System (DNS) within the Systemseven.net or Systemseven.org domain.

3.3 Resale of Services: The resale of Residential and Business services is strictly prohibited. Collection of service fees from third party customers on behalf of a Systemseven service is allowed only if the primary account holder has subscribed to a service package defined by Systemseven to promote connection sharing of any type. This includes but is not limited to both wireless and wired connection sharing.

3.4 No Disruptions: Systemseven believes in the right of the individual to publish information they feel is important to the world via the Internet. Unlike many ISPs, Systemseven allows customers to run servers (web, mail, etc.) over their Internet connections, use hubs. Any service that causes a disruption in the network integrity of Systemseven or its vendors, whether directly or indirectly is strictly prohibited and could result in termination of service. This may include but is not limited to: Internet Relay Chat servers, adult-content servers, bots, web pages hosted on any Systemseven servers, servers connected to a Systemseven provided Internet connection, or shared networks. Systemseven reserves the rights to modify or terminate services at Systemseven's sole discretion.

3.5 Acceptable Use Guidelines: Customer is ultimately responsible for any and all activity that originates from Customer's Internet circuit regardless of Customer's knowledge of such activity. This includes, but is not limited to, activity by employees, visitors and guests or other household members. This also applies to security breaches of Customer's own system by others who launch attacks from Customer's machine. It is imperative that everyone with an Internet connection takes proper precautions to ensure the security of their machine. Customer is liable and accountable for any activity originating from any of Customer's Systemseven account services that is deemed to be in violation of Systemseven's Acceptable Use Policy. Systemseven vigorously pursues all instances of abuse. If Customer feels Customer has been attacked or spammed, Customer should notify Systemseven's Abuse Department (abuse@systemseven.net) so that appropriate action can be taken.

An existing Systemseven customer ("Existing Customer") may not, via phone or online account access, establish a new user associated with his or her account where the person on whose behalf the new user was

established ("New Person") would have a reasonable expectation of privacy with regard to the account information, including CPNI, associated with the services the New Person receives from Systemseven. Such a reasonable expectation is present if such New Person would consider himself or herself to be a Systemseven customer, separate and apart from the Existing Customer.

In the event of activity that could be considered deliberately or otherwise abusive or in violation of this Acceptable Use Policy, Systemseven reserves the right to suspend and/or terminate Customer's account and all Systemseven-provided services immediately, without advance notice. Systemseven reserves the right, at its sole discretion, to make a determination of what constitutes abuse and Customer agrees that Systemseven's determination is final and binding on Customer. Systemseven reserves the right to modify or terminate services at Systemseven's sole discretion.

4. The following activities violate Systemseven's Acceptable Use Policy:

4.1 Intellectual Property Rights Infringement, DMCA, and Notice to Copyright Agent: Customer may not store material on, or transmit material over, Systemseven's information systems or servers in any manner that infringes the intellectual property rights of any entity or individual. All notices received by Systemseven indicating any activity suspected to infringe upon third party intellectual property rights will be re-routed to the primary account holder on file, accompanied by a request to verify and possibly cease and desist. Systemseven's policy of service suspension or termination of members deemed to be infringing the intellectual property rights of a third party is in accordance with the Digital Millennium Copyright Act ("DMCA") as well as U.S. copyright law.

If Customer believes that Customer's work has been used in a way which constitutes copyright infringement, by reason of the storage of material on Systemseven's system or network or otherwise connected with Systemseven's services, Customer may provide a notice to Systemseven's designated Copyright Agent. The notice must contain all of the following information:

- (i)** An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest;
- (ii)** Identification of the copyrighted work claimed to have been infringed;
- (iii)** Identification of the material that is claimed to be infringing and information reasonably sufficient to permit Systemseven to locate the material;

(iv) The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;

(v) A representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

(vi) A representation that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright infringement claims and notices (but not other notices) should be sent to the attention of Systemseven Network Security in the following manner:

By mail: Systemseven Network Security, 5601 S. Padre Island Dr., Suite D101, Corpus Christi, TX 78412

By fax: 361-985-9103

4.2 Denial of Service: The use of Customer's connection to facilitate any activity that deliberately impairs another entity, individual or machine from accessing its computer or Internet connection is a violation of this Agreement.

4.3 Cracking / "Hacking": Any customer accessing or attempting to access the machines or accounts of others or any other attempts to breach the security of other systems, regardless of success or failure, is a violation of this Agreement. This also applies to unauthorized mail or web relay/proxy access attempts and port scans.

4.4 E-Mail Spam: Transmission of unsolicited e-mail from anywhere within Systemseven's network, distributing unsolicited, commercial, email which advertises any portion of Systemseven's network, IP or domain space, hosting content for the purpose of spamming (such as bulk e-mail distribution lists) or providing support services (such as DNS) for anyone intending to conduct such activity, or otherwise failing to comply with the U.S. CAN-SPAM Act of 2003, is a violation of this Agreement.

4.5 Newsgroup Spam: Posting of messages to newsgroups that are off-topic or mass posting of messages to news groups is a violation of this Agreement.

4.6 Dissemination of Viruses: Intentional release of malicious software that is an attempt to cause damage or harassment to persons and/or machines is a violation of this Agreement. Repeated demonstrated neglect of equipment on the network which causes malicious traffic or allows unsolicited emails containing virus attachments to be sent to other customers or third parties is a violation of this Agreement.

5. Source Addresses: All Internet Protocol datagrams which traverse Systemseven infrastructure are required to have valid information in the source address field of the outermost header. Customer may only emit Internet Protocol datagrams whose source address used in the outermost header satisfies one of the following conditions:

(i) The address has been allocated to Customer by Systemseven.

(ii) Customer has made previous arrangements with Systemseven to permit the use of Provider Independent address space across Customer's connection. Failure to abide by this requirement is a violation of this Agreement.

6. Personnel Abuse: Personal threats, sexual harassment, profanity and vulgarities of any sort directed toward Systemseven personnel are a violation and grounds for termination of this Agreement.

7. Support: The technical support that Systemseven provides is limited to the services that Systemseven provides and assistance with configuring Customer's computer and/or browser and email applications to work with Systemseven's services. Support for other applications and uses is not provided or implied unless specifically contracted.

8. Shell Accounts: Some offered packages include a Unix shell account accessible from any computer in the world that has Internet access. Shell accounts are not automatically created.

For Customer's security, shell accounts that remain inactive for at least 90 calendar days will be disabled. Remaining data may be archived for an additional 90 calendar days. The retrieval of archived shell account data may require a Retrieval Fee if not already deleted.

Programs not associated with a logged-in interactive user are prohibited and will result in termination. This includes but is not limited to bots (for IRC or anything else) and cron jobs. Systemseven reserves the right to limit, restrict or prioritize access to system resources, including CPU time, memory and disk space.

9. Newsgroups/Usenet Service: Newsgroups are not available at this time.

10. Account Information and Password Policy: Upon account creation Customer will receive a username and password and other account information. Customer and members of Customer's business are the authorized users of Systemseven services and must comply with this Agreement. Customer must protect Customer's account by guarding Customer's password carefully. Customer is responsible for all use of Customer's account(s) and for the confidentiality of any password selected by Customer. Systemseven will suspend or modify Customer's account(s) as soon as practicable after notification from Customer that a password has been lost, stolen or otherwise compromised. Customer must notify Systemseven immediately if Customer believes Customer's account may be compromised.

11. Accounts Receivable, Billing and Invoicing: All account payments are processed by Systemseven Services.

Systemseven reserves the right to perform a credit/background check as part of the qualification process prior to order placement or at any other time at Systemseven's sole discretion and to either cancel the order without liability to either party or require prepayment of up to 90 days worth of service fees based on the results of this check.

Bill Accounts will be invoiced 14 to 21 days prior to the start of each regular monthly service period unless another date has been mutually agreed upon by the Customer and Systemseven. Exceptions may include the initial or final invoice for a particular service. Payment is due prior to the beginning of the service period billed, as indicated by the invoice's Due Date. All payments will be applied to the oldest unpaid invoice in relation to the Customer account's bill cycle. For example, if the Customer Bill Account's Invoice Date is the 15th of the month and payment remains past due until the 28th, Accounts Receivable will apply Customer's payment back to the previous month, forwarding Customer's Due Date for current charges to the 15th of the following month. Customer will need to make another payment before the 15th to keep Customer's account from becoming past due again. If a payment in any form is recovered or otherwise not paid by Customer's financial institution, there will be a Returned Payment Fee of 10% plus any applicable bank fees.

12. Account Billing: Billing will commence on Customer's Activation Date (i.e. the day Systemseven declares Customer's circuit or Voice Services installed, inbound switch completed, Domain Hosting, or other service account created.) Customer will be financially responsible for all service time thereafter unless

Systemseven is notified within a timely manner of an outstanding issue which Systemseven deems to justify service credit. All additions to Customer's existing service package are recognized as non-refundable regardless of usage. Service fees may include applicable state and federal taxes and fees as well as recovery fees in addition to the advertised rate.

Systemseven charges for its service continuously regardless of whether or not Customer is using it because Systemseven continues to maintain Customer's connection, reserve IP space, accept mail and keep files Customer has saved in Customer's account on Systemseven's servers. This is also true of accounts that are Frozen (denied access) due to non-payment.

13. Invoices and Payment: Business-class Bill Accounts will be e-mailed a monthly paper invoice unless alternative billing arrangements have been made.

Customer may keep a credit card on file with Systemseven for automatic payments. To update Customer's credit card information or turn on or off the automatic payment of Customer's account, please contact the Billing department at billing@systemseven.net. Systemseven will make every effort to process automatic payments from Customer's credit card or checking account within 7 working days of each invoice's due date. Systemseven reserves the right to charge the credit card on file if Customer's check payment is cancelled, fails to process through the Automated Clearing House (ACH), or if Customer's account, regardless of auto payment status, remains past due.

14. Late Payment and Billing Disputes: Acceptance of late or partial payments (even if marked "Paid in Full" or with other such verbiage) shall not waive any of Systemseven's rights to collect the full amount of Customer's charges for the Service. Customer must notify Systemseven by email within seven (7) days of the Invoice's due date if Customer disputes any Systemseven charges on that Invoice or such dispute will be deemed waived. Billing disputes should be directed to Systemseven in one of the following manners:

Email: billing@systemseven.net

Telephone: 1-361-985-9100

Customer agrees to reimburse Systemseven for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through Customer's

credit card, Systemseven will charge Customer an additional \$25.00. If the state law where Customer receives the Service requires a different fee, Systemseven will charge Customer that amount.

15. Term: This Agreement commences on the Installation Date, and continues through the latest expiration of the Service Term(s) subject to this Agreement, unless earlier terminated as provided herein. This Agreement will automatically renew for one year after the initial term has expired if Customer does not notify in writing of intent to cancel within thirty (30) days of the end of the current term. The Agreement will automatically renew each year.

16. Termination: Systemseven reserves the right to terminate Bill Accounts that remain past due at its final discretion. Upon termination, services on the account will be discontinued and all files will be removed from Systemseven's servers without further notice. Any applicable Disconnection Fees will be applied and due at that time.

If Customer wishes to reinstate service with Systemseven, Customer will be required to pay all outstanding charges from the inception of Customer's service continuously to the current month, which is always paid in advance. If Customer's account is permanently deleted, Customer's username may be reassigned. If Customer wishes to reinstate Customer's account, Customer will be subject to any and all installation and setup charges in effect at the time of order placement, as well as any pertinent outstanding charges from Customer's former account.

Systemseven has the right to terminate Customer's service at its sole discretion as determined by Systemseven's Acceptable Use Policy. Customers within an active service term that are terminated due to violation of Systemseven's Acceptable Use Policy and Limitations or that are past due will be assessed a standard Disconnection Fee. All customers terminated for any of these reasons are liable for any and all outstanding funds due to Systemseven at the time of service termination, including but not limited to rendered service, hardware and installation fees.

Should Customer opt to terminate Customer's Systemseven service(s), Customer must contact Systemseven via email (support@systemseven.net) thirty (30) days before the Customer wishes the termination to take effect. This applies to both total account and single service terminations. All Broadband services are also subject to Systemseven's Disconnection Policy.

Systemseven reserves the right to modify this Agreement and our Quality of Service Agreement at any time. Customer is subject to these changes.

17. Limitation of Liability and Remedies: Customer assumes full responsibility and risk for Customer's use of the service and of Customer's account. Systemseven is not liable for any costs, expenses, losses, or damages, either general, special, actual, consequential, or incidental, that Customer may suffer or that some other person may suffer and claim against Customer resulting from the following: use, misuse, or service outage; customer provided hardware; Customer's actions or activities, whether legal or illegal; the actions or activities of any other Systemseven customer, whether legal or illegal; or any other goods or services provided by Systemseven or any of its vendors.

If Customer's state laws prevent Customer from taking full responsibility for Customer's use of the service, Systemseven's liability is limited to the greatest extent allowed by law. In any event, Systemseven's liability to Customer under this Agreement or in relation to any matter in any way connected with this Agreement, for any and all types of damages, in no event shall exceed the amount of service fees that Customer has paid to Systemseven in the year preceding Customer's notice of any claim to Systemseven, or the affected period, whichever is greater.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, SYSTEMSEVEN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER ANY CUSTOMER ORDER OR THESE TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED THOSE ARISING FROM SYSTEMSEVEN'S FAILURE TO MEET AN INSTALLATION DATE (EXPEDITED OR OTHERWISE) REGARDLESS OF WHETHER SYSTEMSEVEN HAS BEEN INFORMED OF THE POSSIBILITY OF THE LIKELIHOOD OF SUCH DAMAGES.

18. Disclaimer of Warranties: Systemseven makes no express or implied warranties (including warranties of title, non-infringement, and implied warranties of merchantability or fitness for a particular purpose), representations, or endorsements regarding its service or related equipment or software, or any third party material available through the service. Furthermore, the service, equipment and software are provided on

an "as is, as available" basis -- SYSTEMSEVEN DOES NOT WARRANT THAT THEY WILL BE UNINTERRUPTED OR ARE ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

19. Indemnity: Customer AGREES TO DEFEND, INDEMNIFY, AND HOLD SYSTEMSEVEN HARMLESS FROM ANY LOSS, DAMAGE AND OR COST (INCLUDING ATTORNEYS' FEES) RESULTING FROM Customer's VIOLATION OF THIS AGREEMENT OR ANY ACTIVITY RELATED TO Customer's ACCOUNT.

20. Governing Law: Customer agrees that this Agreement shall be governed by the laws of Texas with regard to its rules on conflicts of laws.

21. Copyright, Trademark & Unauthorized Use: All Services, information, documents and materials on Systemseven's website(s) are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Systemseven are and shall remain the exclusive property of Systemseven and nothing in this Agreement shall grant Customer the right or license to use any of such marks.

22. Final Qualification: Systemseven is committed to providing quality Internet services. However, Systemseven is not ultimately responsible for the quality of Customer's actual computer or any modifications Customer makes to any equipment Systemseven supplies. Systemseven is committed to solving Customer's problems but Systemseven is not responsible for failings in individual Operating Systems and custom configuration of Operating Systems, Operating System components, software, network hardware, or inside wiring.

Although Systemseven wishes to provide an equitable solution to every customer, Systemseven reserves final rights in providing service and final discretion in all decisions.

23. Amendment: Systemseven reserves the right to modify this Agreement and our Service Level Agreement at any time. Customer is subject to these changes. A current copy of this Agreement is always available at www.systemseven.net. Customers specific individual Service Contract pricing may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party if by Customer, or by notice from Systemseven as described herein if by Systemseven. Without

limiting the generality of the foregoing, any handwritten changes to a Service Contract shall be void unless acknowledged and approved in writing by a duly authorized representative of each party.

24. Use of Name, Logo, Quotes & Case Studies. Customer extends to Systemseven the right to use, copy, transmit, display, and distribute Customer name, logo, quotes, case studies and testimonials in connection with Systemseven products. Such use shall include but not be limited to, sales collateral, websites, PR, advertising and other associated activities involving applicable external communications, using all media known and hereafter developed. Customer will have the pre-approval of all uses of Customer logos, as well as quotes, communication and messaging related to Customer. Customer agrees to provide comments of approval or changes within 48-hours of receipt or request for such approval.

25. Entire Agreement. This Agreement, including any future Service Addendum(s) and Service Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service, which are of no further force or effect. The Service Addendums are included below in Attachments A through C and are hereby made integral parts of this Agreement.

26. Service Orders. By signing a Service Contract, Customer agrees to pay all charges incurred on Customer's Systemseven Services, LLC account(s) as described therein, including any applicable federal, state or local use, excise, sales, privilege taxes, duties, or similar liabilities, by the stated due date and to adhere to all of the terms and conditions stated in the Systemseven Master Service Agreement Terms of Service and its Addendum(s), and promotional offerings and the terms and conditions included with the Service Contract and its Appendices (collectively the "Agreement") which are hereby incorporated by reference. Customer also authorizes Systemseven to obtain any credit information necessary and/or Customer proprietary network information, necessary to provision the Systemseven Service and to establish this Systemseven account, and authorizes release of said information by any and all third parties to Systemseven. Further, Customer represents that he/she is authorized to approve and accept the responsibility of the terms and conditions therein.

All initial upfront charges are due and payable by Customer according to the terms and conditions of the Service Contract. Delays in payment may result in Service activation delays. Service Contract may not reflect all applicable federal, state or local use, excise, sales, privilege taxes, duties, or similar liabilities that may be applicable to the Services or the hardware which Customer will be responsible for paying.

27. Miscellaneous.

27.1 Rebates. Customer may be eligible for equipment rebates. Customer is solely responsible for applying for and collecting any and all such rebates, which may not be used to offset any initial upfront or other charges, including but not limited to charges for hardware and installation.

27.2 Delay. If, at any time after execution of a Service Contract, Customer causes a delay in Service installation or port dates, Customer shall be responsible for any additional cost and fees incurred by Systemseven or Customer as a result of this delay.

27.3 Warranty. Systemseven provided equipment may be covered by the original manufacturer's warranty. Systemseven assumes no liability for any equipment, Systemseven provided or otherwise.

27.4 Prepayment for Hardware. All hardware and setup fees are due prior to provisioning of Services and scheduled delivery of hardware and according to the other terms and conditions of this Agreement, its Addendum(s) and Service Order(s).

27.5 Customer Provided Equipment. If Customer has opted to provide its own equipment, Customer will be solely responsible for procuring any firmware licenses and/or updates and Systemseven shall have no obligation to provide such firmware licenses or upgrades. Systemseven is not responsible for Quality of Service (QoS) on customer provided equipment.

27.6 Published Numbers. Systemseven provides our customers with the option of publishing one or more numbers. This publishing service charge guarantees that the information provided by the customer is submitted to our directory listing submitter in the manner that the customer has submitted to Systemseven. Systemseven is not responsible for how that message is interpreted by the local phone book for the while pages or national 411 database. If the information found in the white pages or national 411 databases is found to be incorrect, Systemseven can submit a change ticket to them for the customer at no charge.

Attachment "A"

Service Addendum

Systemseven Broadband Connectivity & Services

If you subscribe to any of the following services ("Broadband Connectivity & Services"), the terms and conditions below apply to your use of the service(s) in addition to the terms of the Agreement.

1. Pricing Guarantee. In the event that Systemseven's pricing increases, Customer's monthly recurring charge will remain at the price set during order placement or special billing agreement for 12 months following Customer's Activation Date. Additionally, if Customer's account is invoiced quarterly, semi-annually or annually, Customer will receive Customer's set monthly recurring charge until the end of the current payment period. This does not include new orders under the same name and/or location or new orders associated with a service relocation, nor orders for service changes that may be required if the desired service is not available due to technical or other reasons. Price changes for different packages at the same speeds, technologies, and throughput level are not included; one-time charges, applicable state and federal taxes, and promotional pricing are excluded. This guarantee only applies to the recurring broadband service charges. Any modification of pricing must be approved by both Systemseven and Customer by email or in writing.

2. Service Term Information. Systemseven requires Customers ordering broadband installations and inbound switches to commit to an initial service term of at least twelve months. Service terms may be extended for additional monthly increments due to specific offerings or promotional terms. Service terms are required to offset associated costs of service acquisition and to enable Systemseven to maintain innovative broadband policies and service features for a sustained period of time. Customer's initial service term begins once Systemseven declares Customer's services to be up and running on Systemseven's network, referred to as Customer's Installation or Activation Date.

In the event of a service move (if Customer moves and has the service installed at the new location), a new initial service term will begin again from the date of activation at the new location. Additionally, in the event of a switch from another ISP to Systemseven, the initial service term will begin from the date that the ISP switch is completed.

3. Installation Procedure Policy. Systemseven is not responsible for loss of income or time due to an order not being completed within the time frame desired, service outages, missed CLEC or ILEC appointments, and/or Trouble Ticket dispatches.

For most installation and/or truck roll dates, an individual over the age of 18 must be present to grant access into the business, home, garage, apartment building, basement, phone closet, etc. so the technician can complete his or her work. In the event that there is no one present over the age of 18 at the scheduled time of the technician visit, and notification was not provided to Systemseven at least two (2) business days in advance, there will be a Missed Appointment Fee charged. Similarly, a No Access Fee will be charged if a technician is denied access to the phone closet (NID or Dmarc) due to a locked facility, or by the actions of others.

If Inside Wiring is authorized during order placement, Customer is financially responsible for any and all applicable Inside Wiring Fees. If Customer chooses not to pre-authorize Inside Wiring work, and it is determined that additional wiring is needed to complete Customer's installation, it is Customer's responsibility to ensure the necessary wiring is completed by Customer or a third party vendor. The Installation technician will supply Customer's CPE (Customer Premise Equipment), and service will be considered Activated once the line from the Central Office to Customer's phone box or DEMARC is verified as running or wireless connectivity is established.

4. IP Allocation. Regardless of account type, there is a maximum allotment of 2 IPs for all bridged circuits. In order to exceed the 2 IP maximum allotment, Customer must have a routed connection.

Residential Packages. The number of static IPs varies from package to package. Additional IPs can be purchased, with a maximum allotment of 2 for bridged services. Any packages expressly marketed as including one Dynamic IP are an exception to this rule, as they are limited to one IP only. To find out how many IPs come with Customer's Residential package, please contact Systemseven Support.

Business Packages. Most Business class packages are set up using Network Address Translation (NAT). IPs are assigned as needed, and depending on the purchased Broadband package, up to 32 are available. T1 service routed IPs are available in blocks of 8, 16, 32, 64, etc. Additional IP fees are billed for the entire block; e.g. if Customer has a block of 32 and needs 5 more IPs, Customer will need to purchase a 64 block for a monthly charge, per IP beyond 32. Three IPs in any block are used for the router, etc., and are not

usable for computers on Customer's local network. Ethernet service router IP's are available in blocks of 3. Bridged Business class packages are limited to 10 IPs.

It is imperative that Customer use the IPs assigned to Customer. Systemseven retains the right to randomly audit and reclaim any unused IPs assigned to a service. In addition, Systemseven reserves the right to re-allocate or re-assign IP addresses as necessary at Systemseven's sole discretion.

If Customer's IP needs exceed the amount included in Customer's current package, Customer should submit a request for additional IPs via email to support@systemseven.net or call 361-985-9100.

5. Service Guarantee. Systemseven's Service Level Agreement is available to Customers at <http://www.systemseven.net> and will be provided upon request. Systemseven's Broadband Connectivity & Services Service Level Agreement is subject to change at Systemseven's sole discretion, and as such is updated by Systemseven from time to time.

6. Disconnection Policy. It is the responsibility of the Customer to notify Systemseven of cancellation via a signed written or faxed letter. Returning hardware, completion of service term, or cessation of payment does not constitute notification of cancellation. Cancellation notifications must be presented to Systemseven a minimum of 30 days in advance.

PRIOR TO ACTIVATION - Cancellations within 72 hours of order placement will not be subject to penalty. Cancellations Requested before the Activation Date and after 72 hours from initial order placement will be subject to a Processing Fee. If Customer's order has not been installed after 60 calendar days, Customer may cancel without penalty. There are no associated penalties for orders canceled by Systemseven or its vendors due to technical limitations.

FOLLOWING ACTIVATION - Systemseven offers a 25-day Trial Period on all Business Ethernet services. If Customer feels that Customer must cancel within 25 calendar days of Customer's Activation Date, Customer may do so without being subject to a Disconnection Fee. Any outstanding Monthly Service, Installation, Missed Appointment, No Access, Internal Wiring, or Promotional Fees will apply.

Systemseven offers a 60-day Service Guarantee on all T1 services. If Systemseven is either unable to meet Systemseven's installation guarantees or if during the first 60 calendar days following Customer's Activation

Date Customer's service does not operate in accordance with Systemseven's Service Guarantees, Customer may cancel Customer's circuit without being subject to a Disconnection Fee and Customer will be eligible to receive a credit for any Installation, Construction or Special Access Fees that were charged and, upon its return to Systemseven as described below, any Hardware purchased from Systemseven. Customer will be charged for any outstanding Monthly Service, Missed Appointment, No Access and Internal Wiring Fees. To be eligible under the 60-day Service Guarantee, Customer must be in compliance with the terms of the Master Service Agreement, Service Addendum and Service Order. All Service Guarantee claims must be documented as Trouble Tickets opened with Systemseven's support team and Customer's cancellation request must be made within 60 days of Customer's Activation Date. If there are (a) no Trouble Tickets logged or (b) Systemseven determines (in Systemseven's sole discretion) that Customer is, or has been, in violation of the terms of the Master Service Agreement, Service Addendum and Service Order including, but not limited to its Acceptable Use Policy or (c) cancellation is requested more than 60 days after Customer's Activation Date and prior to the end of Customer's initial service term or anytime during an extended service term with that specific order, Customer will not be eligible for any credits under the 60-day Service Guarantee and Customer will be liable for at least the standard Installation Fee (regardless of any marketing promotions that may have been applied).

Should Customer opt to terminate Customer's service with Systemseven following any applicable Trial Period or without benefit of eligibility under the 60-day Service Guarantee, disconnection will be processed within 30 days of the request. Upon termination, a final invoice will be generated, which will include any credits or refunds for service paid in advance and charges for any outstanding Monthly Service, Installation, Missed Appointment, No Access, Internal Wiring, Promotional or Disconnection Fees, if applicable.

If Customer moves or disconnects a specific circuit during an active service term and reorders that Systemseven broadband service within 60 days, Systemseven will credit the charged Processing Fee or Disconnection Fee to Customer's account upon notification of Activation. The Processing Fee or Disconnection Fee will not be refunded if the new installation is unsuccessful.

Disconnected orders are not eligible for rebate reimbursement. Customers with T1 or Ethernet equipment (CPEs) that have received a vendor and/or Systemseven rebate will not be reimbursed. Ethernet or T1 CPEs that have not received a rebate will be reimbursed if the circuit was disconnected during a Service Guarantee or Trial Period for which it is eligible, and the CPE is postmarked for return to Systemseven via the United Parcel Service (UPS) within 25 days of Customer's Activation Date in the case of the 25-day Trial

Period or within 60 days of Customer's Activation Date in the case of the 60-day Service Guarantee. To ensure timely credit for an equipment return, Customer must provide the UPS tracking number to Systemseven by submitting a new service ticket. Equipment must be in its original packaging and with its original contents. This includes all Ethernet/power cables, power supplies, manuals, and discs that may have been provided with Customer's specific CPE.

7. Miscellaneous.

7.1 Hosting. In addition to the terms provided in the All Services section of this document, the following terms apply specifically to customers utilizing Systemseven's Web Hosting Services.

Server Resources. Per the terms of Systemseven's Master Service Agreement Terms of Service, should Customer's website utilize an excessive amount of server resources (including, but not limited to, CPU processing time, memory usage and network resources) for a sustained period of time, Systemseven reserves the right to request that Customer either upgrade Customer's web hosting service package or reduce Customer's website's use of resources to an acceptable level. Systemseven will be the sole arbiter of what is considered to be an excessive amount of server resources. Systemseven reserves the right to suspend or shut down any Web Hosting account deemed to adversely affect server performance or network integrity.

Spam. Systemseven strictly prohibits bulk, unsolicited email and related practices, as defined by Systemseven's Master Service Agreement Terms of Service.

Scripts. Scripts that pose a potential security risk and/or are deemed to adversely affect server performance or network integrity will be shut down or removed without prior notice.

IRC. Systemseven does not allow IRC clients or IRC bots to be hosted and operated on its web-hosting servers.

Content Restrictions. All content hosted on Systemseven's servers are subject to Systemseven's Master Service Agreement Terms of Service including but not limited to its sections concerning Acceptable Use. Systemseven servers may be used for lawful purposes only. Transmission, storage or distribution of any information, data or material in violation of any applicable law or regulation, or that may directly facilitate

the violation of any particular law or regulation is prohibited. This includes, but is not limited to, Intellectual Property Rights Infringement, child pornography and material that constitutes an illegal threat or violates export control laws.

Modifications. Systemseven may modify from time to time, and in any way, without limitation, any data, software, or hardware used to provide customers with Systemseven's services. Certain changes to Systemseven's services may affect the operation of customers' personalized applications and content. While Systemseven will work with its customers to provide proper notice of such changes, each customer is solely responsible, and Systemseven is not liable, for any and all such personalized applications and content, except as expressly agreed to by Systemseven.

Backup of Data. Customers are solely and entirely responsible for the management and backup of all customer data, and all updates, upgrades, and patches to any software that customers use in connection with Systemseven services.

Non-Systemseven Products. Any mention of non-Systemseven products by Systemseven and its employees is for information purposes only and does not constitute an endorsement or recommendation by Systemseven. Systemseven disclaims any and all liabilities for any representation or warranty made by the vendors of such non-Systemseven products or services.

7.2 Dialup. Dialup connection numbers and methods are subject to change or replacement at any time. Systemseven reserves the right to direct those with dialup service to specific numbers, or restrict the use of others. Customer is responsible for any long distance charges associated with the use of Customer's Systemseven dialup.

Customer's Systemseven dialup service is restricted to one simultaneous connection per unique Systemseven username. Dialup services must remain in an active state without the aid of an automatic connection refreshing program/device for the duration of the session. Unlimited service does not provide a dedicated connection, and Systemseven's standard dialup package includes 150 hours of connectivity per month. Systemseven reserves the right to disconnect, suspend, cap, or change connection requirements based on the abuse or misuse of Customer's dialup connection.

Dialup service does not come with an uptime or connection throughput service guarantee.

7.3 Systemseven Private WAN. All Private WAN services are assigned a Dedicated Business Account Manager, responsible for the resolution of account and service issues. Systemseven's Dedicated Business Account Management team is guaranteed to provide a response time of one business day for modifications to Customer's service's configuration, and a four (4) hour response time for Private WAN related outages following phone notification. A Private WAN related outage is defined as the unavailability of one or more of the Private WAN connections due to a failure or malfunction of Systemseven's Network. Credits for Private WAN service outages will be prorated based on the time between initial outage notification and restoration of Private WAN service.

Systemseven requires all Private WAN customers to commit to a minimum initial 12-month service term. Service terms may be extended for additional monthly increments due to specific offerings or promotional terms. A service term is required to offset costs of service acquisition. The initial term begins once service (as defined during order placement) is up and running, referred to as Customer's Installation or Activation Date.

If any of the circuits in Customer's Private WAN are disconnected or terminated at any time following Customer's Activation Date and prior to the end of an active service term, Customer will incur the Disconnection Fee associated with those circuits. Should Systemseven's Dedicated Business Account Management Team fail to meet set response time guarantees more than two (2) times within a calendar month, Customer may disconnect service without penalty.

7.4 Systemseven Bonded T1. All Bonded T1 services are assigned a Dedicated Business Account Manager, responsible for the resolution of account and service issues. Systemseven's Dedicated Business Account Management team is guaranteed to provide a response time of one business day for modifications to Customer's service's configuration, and a four hour response time for Bonded T1 related outages following phone notification. A Bonded T1 related outage is defined as the unavailability of one or more of the individual T1 connections due to a failure or malfunction of Systemseven's Network. Credits for Bonded T1 service outages will be prorated based on the time between initial outage notification and restoration of Bonded T1 service.

If any of the circuits in Customer's Bonded T1 are disconnected or terminated at any time following Customer's Activation Date and prior to the end of an active service term, Customer will incur the

Disconnection Fee associated with those circuits. Should Systemseven's Dedicated Business Account Management Team fail to meet set response time guarantees more than two (2) times within a calendar month, Customer may disconnect service without penalty.

7.5 Virtual Private Network. All Virtual Private Network (VPN) services are assigned a Dedicated Business Account Manager, responsible for the resolution of account and service issues. Systemseven's Dedicated Business Account Management team is guaranteed to provide a twenty-four hour's response time for modifications to Customer's service's configuration, and a four hour response time for VPN related outages following phone notification. A VPN related outage is defined as the inability to ping a private IP while retaining the ability to ping the public gateway. Credits for VPN service outages will be prorated based on the time between initial outage notification and restoration of VPN service.

Systemseven requires all VPN customers to commit to a minimum initial 12-month service term. Service terms may be extended for additional monthly increments due to specific offerings or promotional terms. A service term is required to offset costs of service acquisition. The initial term begins once VPN service (as defined during order placement) is up and running, referred to as Customer's Installation or Activation Date.

If Customer's VPN service is disconnected or terminated at any time following Customer's Activation Date and prior to the end of an active service term, Customer will incur a Disconnection Fee. Should Systemseven's Dedicated Business Account Management Team fail to meet set response time guarantees more than two (2) times within a calendar month, Customer may disconnect service without penalty.

8. One Time Charges.

CHARGES ARE SUBJECT TO CHANGE AT SYSTEMSEVEN'S SOLE DISCRETION. Please reference Systemseven's website at <http://www.systemseven.net> for a full description of current charges.

Disconnection Fees:

Systemseven Business Internet (Ethernet, Wireless, T1) and Voice Disconnect Fee: Customer will be charged a disconnect fee equal to 100% of the monthly recurring service fees remaining in their service term for any individual Customer that is disconnected or terminated prior to the end of its then current service term.

VPN Disconnection Fee: Customer will be charged \$100 if Customer's VPN service is disconnected or terminated after Customer's Activation Date and prior to the end of an active service term.

Dispatch Time is charged per vendor discretion for time spent on site during a dispatch.

Inside Wiring Fee of \$150 for the initial hour, \$70 per hour thereafter.

\$70 Missed Appointment Fee if there is no one present over the age of 18 at the scheduled time of the technician visit, and notification was not provided to Systemseven at least 2 business days in advance.

\$70 No Access Fee if a technician is denied access to the phone closet (NID or Dmarc) due to a locked facility, or by the actions of others.

Processing Fees:

T1 Processing Fee: Customer will be charged a \$49 Processing Fee for all cancellations requested after 72 hours from initial order placement and prior to the Activation Date. Customer will be charged a \$300 Processing Fee in addition to any Construction/Special Access (including the Systemseven paid portion thereof) or Special (Non-Standard) Installation Fees Customer approved for all cancellations requested after 72 hours from initial order placement and prior to the Activation Date.

Business Broadband Processing Fee: You will be charged a \$99 Processing Fee for all Business Broadband cancellations requested after 72 hours from initial order placement and prior to the Activation Date.

\$49 Retrieval Fee applied for all requests of data retrieval from Systemseven's servers.

Returned Payment Fee will be applied if a payment in any form is recovered or otherwise not paid by Customer's financial institution. The minimum charge for this is \$25.00. The Maximum charge is 10% of the original payment amount.

\$70/hr. Technician Dispatch Fee if a vendor technician dispatch is necessary to repair any non-Systemseven/non-vendor initiated changes to the on-site equipment or wiring that renders that device

inoperable or unreachable by Systemseven remotely, hardware reconfigurations, or hardware repairs not covered under warranty. Additional repairs may be billed per vendor discretion.

9. Notices. Certain notices hereunder may be delivered to Customer by Systemseven by sending them to an e-mail address identified in the Service Contract and/or Site Detail Form, including but not limited to pricing updates, the Customer Welcome Letter and Service Connection Notices. Notices so e-mailed shall fulfill the notice requirements under the Agreement.

10. Other Fees. Systemseven will invoice, and Customer will pay fees for CPE, Devices, Site Surveys and other services as described in the Service Contract and/or Site Detail.

Service Level Agreement - Systemseven Broadband Connectivity & Services

Systemseven Services, LLC (Systemseven) is committed to providing a reliable, high-quality network to support Customers using Systemseven's Broadband Connectivity & Services. This SLA outlines the minimum service a Customer may expect from Systemseven for the contracted service.

The following SLA represents Systemseven's sole responsibility and the Customer's sole remedy related to Systemseven Broadband Connectivity & Services regarding the SLA and any Service Availability Guarantee.

DEFINITIONS:

Customer shall mean a Systemseven customer who has executed a binding agreement for Systemseven's Broadband Connectivity & Services, excluding any Customer whose account is, or during the period in question, was not in good financial standing with Systemseven, or is in violation of the terms and conditions or Systemseven's acceptable use policy outlined herein and in the Systemseven Master Service Agreement.

SERVICE GUARANTEE:

T1

Systemseven will make every effort to install Customer's T1 circuit within 40 calendar days of Customer's date of order. In the event that we fail to meet this target, Customer is eligible for a credit of 50% of Customer's first monthly recurring charge. To claim this credit, Customer must request it from Customer's account manager within 30 calendar days of Customer's installation date. This guarantee does not apply to pre-installation cancellations due to technical limitations.

Systemseven provides an uptime availability target of 99.9% for T1 services each calendar month. If Systemseven fails to meet the availability target for a particular month, Customer may request a credit for 3% of Customer's package's monthly recurring charge for each hour of service outage in excess of the availability target. By definition, a circuit is experiencing an outage if no traffic is exchanged on the line, or Systemseven is unable to ping Customer's router. Outage hours are rounded to the nearest hour and based on the time a vendor Trouble Ticket is created, indicated by the time stamp on the Trouble Ticket.

Systemseven's target response time for initializing service restoration following phone notification of a T1 service outage is four (4) hours. If Systemseven is unable to meet this target response time, Customer may request a credit for 10% of Customer's package's monthly recurring charge. In no case shall the sum of target response time credits and uptime availability target credits during a calendar month exceed the total of Customer's package's monthly recurring charge.

Systemseven guarantees 100% throughput on T1 loops between the customer premise and Central Office (i.e., Customer's router will train to 100% of the purchased speed level). If Customer's circuit is continuously and chronologically documented through Systemseven tests and Trouble Tickets as functioning below the guaranteed loop speed for 60 consecutive days, Customer may disconnect service without penalty. Systemseven does not guarantee throughput from the Internet to a personal computer and vice-versa, as actual throughput is highly dependent on external factors such as Internet congestion and protocol overhead.

Systemseven guarantees a maximum average latency of 60 milliseconds from Customer's router to a test point on the Systemseven network. Average latency is the hourly average of the latency tests performed on a T1 circuit. Average latency is not measured when a T1 is experiencing a service outage. Should Customer's average latency exceed the guaranteed maximum in a calendar month, Customer is eligible for a credit equal to one day's worth of service.

Packet return is guaranteed at a minimum hourly average of 99% from Customer's router to a test point on the Systemseven network. Packet return is not measured when a T1 is experiencing a service outage. Customer is eligible for a credit equal to one day's worth of service for each hour that Customer's packet return rate is below the minimum. A maximum of 3 days' worth of service shall be credited for packet loss in a calendar month.

Test points for both latency and packet loss guarantees are designated by Systemseven and may be Customer's gateway router or a server within Customer's Systemseven Point of Presence. Testing must be done in a period where the only traffic on the T1 circuit is the test traffic. In the case of continuous high latency or packet loss exceeding Systemseven's service guarantees, Systemseven reserves the right to recommend the disconnection of Customer's service without penalty.

Business Ethernet

Systemseven guarantees 90% throughput on Business wired and wireless Ethernet loops between the customer premise and Central Office (i.e., Customer's CPE will train to 100% of the purchased speed level).

If Customer's connection is continuously and chronologically documented through Systemseven tests and Trouble Tickets as functioning below the guaranteed loop speed for 60 consecutive days, Customer may disconnect service without penalty. Systemseven does not guarantee throughput from the Internet to a personal computer and vice-versa, as actual throughput is highly dependent on external factors such as Internet congestion and protocol overhead.

Systemseven provides an uptime availability target of 99.9% for Business Ethernet services each calendar month. If Systemseven fails to meet the availability target for a particular month, Customer may request a credit for 3% of Customer's package's monthly recurring charge for each hour of service outage in excess of the availability target. By definition, a connection is experiencing an outage if no traffic is exchanged on the line, or Systemseven is unable to ping Customer's router. Outage hours are rounded to the nearest hour and based on the time a vendor Trouble Ticket is created, indicated by the time stamp on the Trouble Ticket.

Systemseven's target response time for initializing service restoration following phone notification of a Business Ethernet service outage is four (4) hours. If Systemseven is unable to meet this target response time, Customer may request a credit for 10% of Customer's package's monthly recurring charge. In no case shall the sum of target response time credits and uptime availability target credits during a calendar month exceed the total of Customer's package's monthly recurring charge.

Systemseven guarantees a maximum average latency of 80 milliseconds from Customer's router to a test point on the Systemseven network. Average latency is the hourly average of the latency tests performed on a Business Ethernet circuit. Average latency is not measured when a Business Ethernet is experiencing a service outage. Should Customer's average latency exceed the guaranteed maximum in a calendar month, Customer is eligible for a credit equal to one day's worth of service.

Packet return is guaranteed at a minimum hourly average of 99% from Customer's router to a test point on the Systemseven network. Packet return is not measured when a Business Ethernet is experiencing a service outage. Customer is eligible for a credit equal to one day's worth of service for each hour that Customer's packet return rate is below the minimum. A maximum of 3 days' worth of service shall be credited for packet loss in a calendar month.

Test points for both latency and packet loss guarantees are designated by Systemseven and may be Customer's gateway CPE or a server within Customer's Systemseven Point of Presence. Testing must be done in a period where the only traffic on the Business Ethernet circuit is the test traffic. In the case of continuous high latency or packet loss exceeding Systemseven's service guarantees, Systemseven reserves the right to recommend the disconnection of Customer's service without penalty.

All Broadband Services

Systemseven does not guarantee "ping times" for any product. Ping times are often misunderstood as indicative of throughput or speed of Customer's line. If Customer has any questions or concerns regarding ping times or throughput, Customer should contact Systemseven Customer Support.

All Systemseven-provided customer premise equipment is pre-configured for the service ordered and remains the property of Systemseven. Systemseven technicians know Customer's equipment, and can make any changes needed after Customer's service is installed. Support for the hardware configuration comes with the service; customer modifications that make the hardware inaccessible remotely to Systemseven technicians will result in billable configuration/repair by Systemseven and/or vendor technicians. If Customer provides Customer's own equipment, arrangements must be made during order placement. Systemseven cannot guarantee Customer's hardware's compatibility with Systemseven's services or Systemseven's ability to support it. If a technician visit is required to reconfigure pre-owned or non-Systemseven provided hardware, an additional charge may be involved. If Customer requires the password to access Customer's router, Systemseven provides no warranty on the hardware configuration and is no longer responsible for the repair or reconfiguration of the router.

If a vendor technician dispatch is necessary to repair any non-Systemseven/non-vendor initiated changes to the on-site equipment or wiring that renders that device inoperable or unreachable by Systemseven remotely, hardware reconfigurations, or hardware repairs not covered under warranty, there will be a Technician Dispatch Fee. Dispatch Time spent on site and/or additional repairs may be billed per vendor discretion. This does not apply to dispatches needed for a repair due to normal service outages unless deemed necessary by Systemseven's vendors.

Downtimes caused because of a Customer's negligence or altering of any Systemseven equipment or service is the fault of the Customer only. This downtime does not reflect on Systemseven and does not warrant any credits or cancellation of services.

Other than as specifically described in these Terms of Service, Systemseven makes no guarantee or warranty of any kind. Systemseven does not warrant or guarantee that its service is fit for Customer's particular purpose. Systemseven does not warrant or guarantee that its service meets any implied warranty of merchantability. Systemseven does not warrant or guarantee that its service meets any other implied warranty or guarantee and specifically disclaims any other implied warranties or guarantees.