

Internet access Agreement and Terms

Contractual Obligations of Logical Net

This form constitutes an Application for Service, Letter of Agency, and, upon acceptance by Logical Net Corporation, and/or its subsidiaries/agents (collectively called "Logical Net"), an Agreement between Client and Logical Net. No Agreement shall be enforceable until accepted by Logical Net. Logical Net may, at its sole discretion, reject the application for service of any Client based on insufficient or unsatisfactory credit, or require a deposit from Client.

Contractual Obligations of the Client

This contract is binding as of the signature date, however the contract term will actualize on the date the service is activated. Therefore the contract expiration date will be calculated from the service activation date.

Non-payment of services DOES NOT constitute a request for service termination or account cancellation. To terminate the service, the customer agrees to notify Logical Net of their intentions, in writing, 30 days before the service termination date.

In the event this Agreement is terminated or discontinued prior to the end of the Term without being replaced by an additional Logical Net product or service of equal or greater value, Customer will a \$75 termination fee.. Customer may also be required to repay previously waived or discounted charges.

Invoices are due upon receipt. Finance charges of 1 ½ % per month are added on invoices over 30 days past due. An account is considered delinquent if no payment is received within 30 days from date of invoice, for which Logical Net provided services. All delinquent accounts will be turned over to a Collection Agency and will be subject to 18% annual interest, and collection cost. Any interest due to late payment will be assessed from the date services were rendered.

If payments are made by credit card, Customer agrees to pay all billed amounts according to the credit card issuer terms and conditions until the Customer cancels the account(s) or discontinues credit card billing.

Checks should be made out to Logical Net. All returned checks are subject to a \$25.00 charge.

Severability, Termination, and Waiver

In the event that any term or provision of this Agreement shall be declared invalid, illegal or unenforceable, in any respect, by any court or regulatory agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not in any manner affect the validity or enforceability of any other term or provision of this Agreement. Failure by either party to enforce a provision of this Agreement shall not constitute subsequent waiver of such provision. LOGICAL NET MAY DISCONNECT SERVICE pursuant to court order, for non-payment, illegal use of service, or violation of Federal/State/Local laws.

Payment and Billing

- A. Billing will commence within 5 business days of installation.
- B. The Client is responsible for timely payment of all charges for services furnished to the Client.
- C. All past due invoice amounts are subject to interest at the rate of 1.5% per month or the highest rate allowed by law, if lower.
- D. Logical Net must receive written notice of any dispute within thirty (30) days after invoice date or such invoice shall be deemed correct and binding.
- E. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Logical Net in the collection of any and all unpaid amounts, breach of contract actions, and past due amounts. A fee may be charged for each check returned for insufficient funds.

Assignment

Client may not assign its rights or obligations under this Agreement without the prior express written consent of Logical Net.

Liability

- A. **THE SERVICES PROVIDED BY LOGICAL NET ARE PROVIDED "AS IS." LOGICAL NET MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT LOGICAL NET EXERCISES NO CONTROL OVER THE NATURE, CONTENT OR RELIABILITY OF THE INFORMATION PASSING THROUGH ITS NETWORK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LOGICAL NET, ITS DEALERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY AND CLIENT MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. LOGICAL NET MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY LOGICAL NET WILL BE AT CLIENT'S OWN RISK, CLIENT ACKNOWLEDGES THAT LOGICAL NET IS NOT LIABLE FOR ANY ERRORS OR INTERRUPTION IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF LOGICAL NET. UNDER NO CIRCUMSTANCES SHALL THE CLIENT HOLD LOGICAL NET RESPONSIBLE FOR ANY FORM OF DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES) SUFFERED FROM, BUT NOT LIMITED TO ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICE CAUSED BY CLIENT, LOGICAL NET, OR A THIRD PARTY'S NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM. CLIENT UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE DIRECT CONTROL OF LOGICAL NET. UNDER NO**

CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS.

- B. No agent or employee of any other carrier shall be deemed to be such for Logical Net.

NOTE: THERE IS NO GUARANTEE THAT ANY LEVEL OF DSL OR WIRELESS BROADBAND SERVICE CAN BE DELIVERED TO ANY OR ALL LOCATIONS. THE ACTUAL SPEED AND AVAILABILITY OF DSL OR WIRELESS BROADBAND SERVICE IS DETERMINED AT THE TIME OF INSTALLATION. ADDITIONALLY LOGICAL NET WILL MAINTAIN OWNERSHIP OF ALL EQUIPMENT, UNLESS PURCHASED BY THE CUSTOMER AT THE TIME OF INSTALLATION. SHOULD THE EQUIPMENT BECOME DAMAGED DUE TO IMPROPER USE BY CUSTOMER, CUSTOMER WILL PAY FOR REPLACEMENT UNIT AT THEN STANDARD RATE.

1. **DISCONTINUANCE WITHOUT LIABILITY.** Customer may terminate this Agreement prior to the end of the Term without liability if Service is upgraded to another LOGICAL NET service purchased directly from LOGICAL NET with a revenue commitment equal to or greater than the remaining total revenue commitment of this Agreement, and with a Term expiring on or after the expiration date of the original Term of this Agreement.
2. **DISCONTINUANCE WITH LIABILITY.** In the event an installed circuit provided in this Agreement is terminated or discontinued prior to the end of the Term without being replaced by an additional circuit, Customer will pay a \$75 one time termination charge. Customer may also be required to repay previously waived or discounted charges.
3. **CONFIDENTIALITY.** Customer understands and agrees that the charges described above are confidential and proprietary to LOGICAL NET. Customer further agrees not to disclose, disseminate or publish such confidential and proprietary information, unless required to do so under applicable laws.
4. **OTHER TERMS AND CONDITIONS.** EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT, LOGICAL NET EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LOGICAL NET DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. LOGICAL NET'S LIABILITY, IF ANY, SHALL NOT EXCEED THE CHARGES FOR THE PRIVATE LINE SERVICE FOR THE PERIOD DURING WHICH THE SERVICE WAS AFFECTED.
5. **GENERAL.** All other meanings, terms and conditions of the Applicable Logical Net tariffs are incorporated herein by reference and made an express part of this Agreement. Logical Net's obligation to provide the Service shall be and is subject to any necessary tariffs or tariff revisions becoming or remaining effective. Except to the extent that federal law applies, the substantive law of the State of New York, excluding its choice of law rules, shall govern the construction, interpretation and performance of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, then the remainder of the Agreement shall remain in full force and effect and the parties shall promptly negotiate a replacement or agree that no replacement is necessary. If the parties are unable to reach agreement on such amendment or replacement after such provision is held to be invalid or unenforceable, then this Agreement shall be immediately terminated. Customer shall remain liable for all charges incurred under this Agreement prior to such termination. This Form (including its addenda, if any), and any Applicable Tariffs constitute the entire agreement (collectively the "Agreement") between Customer and Logical Net with respect to the services provided and supersede any and all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning such services or the rights and obligations relating to such services. In the event of any inconsistency between the terms of this Form (including its addenda, if any) and the Applicable Tariffs, the terms of the Applicable Tariffs shall prevail. Logical Net reserves the right to modify this agreement, including rates, upon thirty (30) days advance written notice to Subscriber. In doing so, Logical Net allows the Subscriber the option to cancel the service in writing within the thirty (30) days timeframe.