

TERMS AND CONDITIONS

1. Service Agreement

a. The following Terms and Conditions are incorporated into the signed Service Agreement between you ("You" or "Customer") and Reallinx, Inc. ("Reallinx") that refers to these Terms and Conditions. These Terms and Conditions with the signed Service Agreement constitute a legal document that details your rights and obligations as a broadband customer of Reallinx.

b. Please review these Terms and Conditions. By signing the one page contract referencing these terms, you agree to be bound by the Terms and Conditions set forth in this document. Moreover, these terms and conditions supercede any and all written alterations to the one page contract referencing these terms unless such suggested alterations are specifically initialed by an authorized Reallinx representative.

c. If Reallinx makes a change to this Service Agreement that has a material impact on the Service, you will be provided notice of that change. Your continued use of the Service following such notice constitutes your acceptance of those changes.

2. Reallinx Broadband

a. Customer understands and agrees that Reallinx will contract with one or more channel partners to provide broadband to Customer. Customer's broadband agreement is with Reallinx, and Reallinx has the discretion to determine the best means to obtain and/or modify the underlying service inputs to provide such broadband to customer. Moreover, Reallinx may assign its rights and obligations to third parties without Customer's consent. However, Reallinx shall provide notice of any such assignment.

b. Operational Limits. Provisioning of service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the service may occur as normal events in the provisioning of the Service and that Reallinx is not liable for such interruptions. You further understand and agree that Reallinx has no control over third party networks you may access in the course of your use of the service, and therefore, delays and disruptions of other network transmissions are, beyond the control of Reallinx. Moreover, Customer understands and agrees that Reallinx obligation is to use its best efforts to fulfill Customer's service agreement. Should network or commercial limitations prevent Reallinx from such fulfillment, Customer does not have any claim for damages, whether actual, consequential, reliance or otherwise, against Reallinx.

c. Installation Limits and the MPOE. Installation of a circuit is guaranteed only to the MPOE (Minimum Point of Entry) as determined by the local Telephone Company or ILEC (Incumbent Local Exchange Carrier). Customer understands and agrees that Reallinx Inc. has no control over the designation of the MPOE and agrees to assume additional costs for Demarc Extensions unless specifically outlined otherwise in the contract for services.

d. Customer agrees to provide Reallinx and its subcontractor's reasonable access to its premises in order to install, maintain and repair broadband to Customer. Customer will be responsible for payment of service charges for visits by Reallinx or its subcontractors to Customer's premises when a service request results from causes not attributable to Reallinx or its subcontractors.

3. Renewal /Termination

This agreement shall be for the term of one year, unless a different term is indicated in a separate written document. Such term shall begin on the date Reallinx activates the Service outlined in this agreement. This agreement shall, upon expiration, be renewed upon identical terms in one-year increments by Customer's continued use of his account with Reallinx, unless written notice of cancellation is provided no later than sixty (60) calendar days prior to the expiration of this agreement. Termination by the Customer shall not create the right to a refund of any fees paid or payable. Such termination shall be effective upon the end of the current billing cycle, and any applicable termination fees as outlined in this Agreement shall then be due and payable. If customer requests and Reallinx agrees to provide customer service on a month to month basis, customer will be required to give Reallinx 60 day notice to terminate service under the month to month arrangement. Requests for service on a month to month basis must be made prior to the 60 day notice necessary to cancel service prior to auto renewal.

4. Pre-Installation Cancellation Fee

If Customer cancels an Order for Service prior to installation for any reason other than a failure by Reallinx to Provide a Service at transmission speeds at least equivalent to those included in the Minimum Expected Service Availability, the following charges will be assessed against the Customer and payable to Reallinx immediately:

a. For Digital Subscriber Lines (DSL), including (but not limited to) ADSL, SDSL, IDSL, RADSL, or HDSL, a \$400.00 pre-installation cancellation fee shall be assessed against the customer and payable to Reallinx immediately.

b. For T1 (or DS1) connections, including (but not limited to) Fractional T1 and Full T1 connections, the pre-installation cancellation fee shall equal the total number of remaining months in the term of the applicable Service Order(s), multiplied by the Monthly Recurring Charges, payable to Reallinx immediately.

5. Early Termination Fee

If service is terminated, either in whole or in part, prior to the selected term expiration, then Customer shall pay an early termination fee equal to the total number of remaining months in the term of the applicable Service Order(s), multiplied by the monthly recurring charges, to be paid by the customer at the non-promotional rate. Customer agrees that the foregoing liquidated damages are fair and reasonable and that Reallinx' provisioning of the services would not be commercially viable but for these Customer commitments. Customer understands that a request to move service from the Customer's current location to another location that Reallinx determines cannot be economically served by Reallinx shall constitute termination of service or may incur a relocation charge.

6. Other Charges

a. Where Reallinx approves a customer move and such a move is provisioned, no cancellation charge will apply to a Customer's move; however, a \$300 charge for re-installation and related costs will be assessed against Customer and payable to Reallinx with respect to such a move. The term of the Product/Service at the new location will be for at least 12 months from the date that re-installation is completed at the new location.

b. Orders requiring the shipment of hardware, e.g. customer premises equipment, will be subject to a \$20.00 shipping and handling charge. Shipping and handling charges are non-refundable.

If Customer refuses the charges outlined in this Agreement or back charges them by the credit card company, customer agrees to pay an additional \$200.00, and authorizes Reallinx to assess this charge to the Customer Credit Card. Customer also agrees to pay all collection fees required to collect any overdue, refused, or back-charged fees associated with this Agreement.

c. If an installation appointment is cancelled after 12:00 noon (in the time zone of the affected circuit) on the business day preceding the scheduled installation date or if the Customer is not available at the scheduled time and date to permit installation to proceed as scheduled, a \$99.00 charge will be assessed against Customer and payable to Reallinx.

d. Notice to ADSL Customers: ADSL connections are ordered by default as "Shared Connections". For the purposes of this agreement, "Shared Connection" shall be defined as an ADSL circuit that does not require the physical installation of a new, dedicated circuit at the service address; with a Shared Connection, the ADSL service is provided over the existing telephone wiring at the service location. Not all locations qualify for a shared connection. In the event that the Customer orders ADSL but does not qualify for the shared connection, the Customer hereby authorizes the Reallinx to order a dedicated ADSL circuit on their behalf, and agrees to pay all costs required (not to exceed an additional \$200.00) to complete the installation.

7. Equipment and Software

a. Reallinx shall not be responsible for the installation, operation, or maintenance of customer premise equipment (CPE) or other equipment or software (including without limitation, cabling) not provided by Reallinx (collectively, "non-Reallinx equipment or software"). Customer shall be responsible for the use and compatibility of the non-Reallinx equipment or software. Impairment of the Customer's use of the services due to non-Reallinx equipment or software shall not relieve Customer of any obligations hereunder. Reallinx shall not be responsible for any changes in service which may cause non-Reallinx equipment or software to become obsolete, require modification or alteration, or which may otherwise impact performance of equipment or software.

b. Other than all software and hardware provided to you by Reallinx and any revised version thereof that you choose to use, you must provide all equipment, devices and software necessary to receive the Service. Due to the infinite number of possible combinations of hardware and software, you are responsible for the compatibility of your system with the Service.

c. In case Reallinx leases equipment to customer, Reallinx's liability shall be strictly limited to equipment replacement in case of equipment failure. Reallinx offers a 24 hour replacement policy on leased equipment however it is customer's responsibility to procure backup equipment in case of failure of leased equipment. Reallinx shall not incur any liability associated with any circuits connected to such equipment. There shall be no SLA credits associated with any service provided to customer due to leased equipment failure. If Reallinx cannot replace equipment within 24 hours, customer may receive a one month credit for the equipment lease. Customer understands and agrees that this is customer's sole and exclusive remedy when leasing equipment from Reallinx.

8. Payment

a. Services are billed 30 days in advance. Any balance exceeding 30 days past-due will be billed a 6.5% per month finance charge. A minimum of \$100.00 disconnect/reconnect fees will be assessed on all balances exceeding 45 days past due, plus applicable finance charges. Reallinx reserves the right to terminate service

without warning to any customer with an outstanding balance exceeding 45 days past due. If Service is terminated for non-payment, you will be liable for the remainder of your contract immediately.

b. Inclusion of credit card number on this agreement hereby authorizes Reallinx to charge all setup, service, and monthly charges (including any renewal of this Service) to Customer's Credit Card, without further notice to the Customer. Inclusion of Customer's tax identification number or social security number authorizes Reallinx, Inc. to access your personal credit report to make judgment on credit worthiness before services are extended.

c. Pricing quoted by Reallinx for service does not include any taxes or surcharges that may be applicable. Customer will be responsible for paying the appropriate taxes and surcharges for the services ordered.

9. Limitations of Liability

a. Reallinx shall not be liable to the Customer for any loss, damage, liability, claim or expense rising out of or in relation to this Agreement, the Services, or Reallinx' equipment.

b. Reallinx does not guarantee service speeds on DSL services. Any service speeds quoted in this agreement are to be interpreted as estimates only, and do not guarantee the receipt of such speeds upon service delivery. Reallinx currently guarantees a connection speed of 64kbps for all DSL connections, including (but not limited to) IDSL, SDSL, ADSL, RADSL, and HDSL.

c. Reallinx does not guarantee actual dates of installation, or dates of service delivery. Any dates quoted by a Reallinx representative are meant as estimates only. Reallinx shall not be liable for any loss, damage, claim, or expense rising out of or in relation to installation dates, times, or any other scheduling factors.

10. Self Installation Waiver

a. Customer agrees that Reallinx, its officers, employees, and channel partners are authorized to order a "self install" on the customer's behalf whenever available, and releases them of responsibility for such tasks. "Self Install" shall be defined as a line which may require the Customer to perform tasks including, but not limited to, inside wiring, hardware installation, and other equipment configuration as necessary. Reallinx, or its third-party contractors, will aid in these tasks at the rate of \$99.00 per hour.

b. In consideration of Reallinx Inc. furnishing services and/or equipment to enable the Customer to participate in the self installation of a DSL line, the Customer agrees as follows:

c. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify and it's owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my attempt for self installation, I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently of in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Reallinx. I hereby acknowledge that an unsuccessful installation attempt could result in additional costs.

d. Notwithstanding this Section 10, if the Customer explicitly contracts for a premium installation by written agreement, a self install will not be authorized.

11. Customer Premises Equipment Return Policy

a. Equipment purchased from Reallinx and returned within twenty (20) days from the date of purchase with the original shipping invoice are eligible for refund or exchange. No refunds or exchanges are allowed after twenty (20) days from the date of purchase. All items must be in new condition, including the original box, packaging, manuals and accessories. Products deemed defective after the 20-day period outlined above may be under Manufacturer's warranty, consult your owner's manual for details.

b. An open box fee equal to 20% of the purchase price will be charged on any opened item, unless the item is defective and exchanged for the exact same item (fee not applicable in Hawaii). The 20% open box fee will be assessed at the time of refund or exchange.

c. Reallinx will not accept the return or exchange of any item if the UPC code has been removed from the packaging.

d. Refunds on hardware will be issued in form of in-house account credit, unless otherwise requested and agreed to by Reallinx. Refunds on purchases made with a credit card will only be made as in-house account credit, or as a credit to the same card.

12. Notices

All notices given by any party or required under this agreement shall be in writing and addressed to:

Reallinx, Inc.
Attn: Contract Administration
1314 W McDermott Dr
Ste 106 PMB 716
Allen TX 75013

13. Acceptable Use Policy

a. You agree that you will NOT use the Service to:

1. upload, post, email, transmit or otherwise make available any Content (as defined below) that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
2. harm minors in any way;
3. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
4. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
5. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
6. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
7. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
8. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
9. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
10. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
11. "stalk" or otherwise harass another; or
12. collect or store personal data about other users.

b. You understand and agree that any attempt to break security, or to access an account which does not belong to you, will be considered a material breach of these Terms and Conditions, and such breach may result in suspension or termination of the Service, and possibly referral to law enforcement authorities. Unauthorized access to the Service, to restricted portions of the Service, or to the telecommunications or computer facilities used to deliver the Service, is a breach of these Terms and Conditions whether or not such activities are a violation of law. Further, you are required to take adequate security measures to prohibit others from unauthorized access or use of the Service, and you must take prompt remedial measures upon notice of breaches, or potential breaches, of security.

c. Violations of Reallinx' Acceptable Use Policy may also be considered a material breach of these Terms and Conditions and may also result in suspension or termination of the Service.

d. Reallinx reserves the right to suspend or terminate the Service to you, or to suspend or terminate any electronic mail address, IP address, Universal Resource Locator or domain name used by you, in the event it is used in a manner which (i) constitutes violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent, obscene or deceptive; (iii) is intended to threaten, harass or intimidate; (iv) tends to damage the name or reputation of Reallinx.

e. Under no circumstances will Reallinx be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

14. Indemnity

You agree to indemnify and hold Reallinx and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of this Service Agreement, your violation of the Acceptable Use Policy, or your violation of any rights of another.

15. Termination For Cause

Reallinx may immediately terminate all or a portion of your service, or suspend any or all access to all or a portion of the service, without notice, for conduct that Reallinx believes is: (a) illegal, fraudulent, harassing or

abusive; (b) a violation of these Terms and Conditions, any policies or guidelines posted by Reallinx on the service; or (c) harmful to other users, third parties, the service, or the business interests of Reallinx. If Reallinx has terminated a portion, but not all, of your access to the service for the foregoing reasons, you will nevertheless be responsible for the all charges for the service. Use of a service for illegal, fraudulent or abusive purposes may be referred to law enforcement authorities without notice to the Customer. If you file a claim against Reallinx, or a claim that in any way involves Reallinx, then Reallinx may terminate your service. Upon termination of your service, Reallinx will have no obligation to notify any third parties nor will Reallinx be responsible for any damages that may result or arise out of termination of your service. Termination or suspension by Reallinx of service to a Customer also constitutes termination or suspension (as applicable) of that Customer's license to use the Software.

16. Modifications To Service

a. Reallinx reserve the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Service (or any function or feature of the Service or any part thereof) with or without notice. You agree that Reallinx will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service.

b. Reallinx may be required to modify its pricing for service provided to you in case of carrier price increases, regulatory price increases or general price increases. In case of a price increase to customer, Reallinx shall provide customer with a minimum of 30 day notice. Customer may terminate service with no liability in case of such price increase by Reallinx.

17. Additional Agreements

a. If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement will remain in full force and effect.

b. The Customer may not sell, transfer, or assign this agreement without the prior written consent of Reallinx

c. Any alterations made to this Agreement by the Customer are null and void without the signature of an authorized Reallinx employee. Furthermore, the signed contract will remain in force (less the Customer alterations) according to the terms of this agreement.

d. Customer agrees that by signing an agreement referencing these terms, customer is bound to all terms and conditions as outlined in this agreement.

e. The section titles and paragraph headings in these Terms and Conditions are for convenience only and have no legal or contractual effect.

f. This document and the Service Order constitute the entire agreement between Customer and Reallinx. No verbal agreements will override these documents. Addendums to the MSA must be specifically signed by an authorized representative of Reallinx.

18. Disclaimer Of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE AND/OR SOFTWARE IS AT YOUR SOLE RISK. THE SERVICE AND/OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. REALLINX EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. REALLINX MAKES NO WARRANTY THAT (i) THE SERVICE AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL AND/OR SOFTWARE BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (FOR EXAMPLE, BUT WITHOUT LIMITATION, REALLINX DOES NOT WARRANT THAT YOU WILL ALWAYS RECEIVE EMAILS ADDRESSED TO YOU), (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE AND/OR SOFTWARE WILL MEET YOUR EXPECTATIONS, AND ANY ERRORS IN THE SERVICE AND/OR SOFTWARE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE/AND OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM REALLINX OR THROUGH OR FROM THE SERVICE AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

19. Limitation Of Liability

a. YOU EXPRESSLY UNDERSTAND AND AGREE THAT REALLINX WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF REALLINX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE AND/OR SOFTWARE; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE AND/ OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (I.E., THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE AND/OR SOFTWARE, OR (f) ANY OTHER MATTER RELATING TO THE SERVICE AND/OR SOFTWARE.

b. YOUR SOLE REMEDY AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH REALLINX IN CONNECTION WITH THE SERVICE AND/OR SOFTWARE IS THE CANCELLATION OF YOUR SERVICE AS PROVIDED IN THESE TERMS AND CONDITIONS.

20. Exclusions And Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 18 AND 19 MAY NOT APPLY TO YOU.

21. General Information

The Terms and Conditions referenced herein combined with your signed agreement referencing these term and conditions Terms and Conditions, policies and, constitute the entire agreement between Reallinx and you. These Terms and Conditions govern your use of the Service, superceding any prior agreements between you and Reallinx with respect to the subject matter of these Terms and Conditions. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These Terms and Conditions and the relationship between you and Reallinx will be governed by the laws of the State of Texas without regard to its conflict of law provisions. You and Reallinx agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Collin, Texas. The failure of Reallinx to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.