

INTERNET & TELEPHONE, LLC. STANDARD TERMS AND CONDITIONS

This agreement (“**Agreement**”) covers the provision of Services by Internet & Telephone, LLC. (“**Internet & Telephone**” or “**I&T**” or “**ITLLC**”) to _____ (“**Customer**”) and is incorporated into each CSA.

DEFINITIONS

Customer: The person, business, firm, or corporation that orders Services and is responsible for the payment of charges and compliance with this Agreement.

Customer Service Agreement (“CSA”): The specific request for I&T Services submitted by Customer in any format. Formats include but are not limited to written, verbal, facsimile or electronic communication (collectively, “CSAs”).

Services: Any I&T service, product, equipment, or material offered, sold, licensed, or leased to Customer pursuant to a CSA.

1. SERVICE ORDERS

1.1 CSAs are used to detail the provision of Services desired by the Customer. The creation of a CSA initiates the respective obligations of the parties as described in this Agreement. Any change to the original CSA must be pursuant to a new CSA. Non-recurring charges must be paid at the time the Customer submits the CSA; these charges are non-refundable. The CSA creates a relationship between the Customer and I&T and the services cannot be re-sold, re-branded or re-billed without the express written consent of Internet & Telephone, LLC.

1.2 **Changed Condition.** If during the course of the performance of the Services under this Agreement, conditions or circumstances develop or are discovered which were not contemplated by I&T at the commencement of this Agreement, and which materially affect I&T’s ability to perform the Services and/or which would materially increase the costs to I&T of performing the Services, then I&T shall notify Customer in writing of the newly discovered conditions or circumstances, and I&T and Customer shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, I&T may terminate this Agreement without further obligation and be compensated as set forth under Termination, herein.

2. BILLING AND COLLECTION

2.1 **Monthly Statements** I&T issues monthly statements at the first of each month which includes the upcoming month’s recurring charges as well as any non-recurring charges that may have been incurred in the previous month. If Customer subscribes to I&T’s metered or usage-based Services, the statement also will contain the previous month’s usage charges. If Service commences after the first of the month, the initial month’s recurring charges will be pro-rated assuming a 30-day month and billed at the start of the next month.

2.2 **Payment** Customer payment is due upon receipt of the statement (“**Due Upon Receipt**”). In all cases, customer must make each monthly payment so that it is received by I&T no later than 15 days from the date the statement is issued. Unless properly disputed as described below, the statement will be deemed accepted by the Customer and payable in full. Any portion of the statement not paid in full by the Due Date will be considered overdue and incur a penalty (“**Late Payment Fee**”) of 1.5% per month (0.050% per day), or the maximum amount permitted by law, until the statement is paid in full. Customer will be liable to I&T for the payment of all fees and expenses including attorney’s fees incurred, in collecting or attempting to collect any charges owed to I&T.

2.3 **Disputed Bills** If Customer disputes any portion of a statement the Customer must submit a written claim fully documenting the reasons the statement is disputed. Customer must pay the undisputed portion of the statement in full by the Due Date. After receipt of a dispute, I&T will undertake an investigation of the disputed charges. At the conclusion of the investigation, I&T will notify Customer of any amount determined by I&T to be correctly charged and such amount will become immediately due and owing. Amounts determined by I&T to have been correctly charged will be subject to the Late Payment Fee.

3. RATES AND FEES

3.1 **Customer Responsibility** Customer is responsible for paying all applicable rates and charges listed on the CSA as well as any applicable fees, taxes, deposits, and tariff charges.

3.2 **Taxes and Assessments** Customer is responsible for the payment of all taxes (including, without limitation, sales, use, excise, and transfer taxes), governmental assessments, surcharges and fees pertaining to the Services (collectively, “**Taxes**”). Provided that Customer provides I&T with a valid and properly executed certificate of exemption, Customer is not responsible for Taxes covered by such certificate and accessed after such certificate is provided to I&T.

3.3 **Inside Plant Installation Charges** Customer is responsible for paying all non-recurring charges, determined at the time of installation, incurred to extend inside plant wiring from the telephone company’s demarcation point to the Customer’s equipment or facilities space, regardless of whether such charges are specified in the CSA.

4. SERVICE INTERRUPTION CREDIT

Non-T-1 service from I&T, which includes wireless Internet and DSL service, is a Best Efforts service. Customer agrees that the use of these services is solely at Customer’s risk and that the service is not warranted to be uninterrupted or error-free. The Internet speeds indicated on the CSA are a “burst up to” speed and are not a guaranteed committed information rate (CIR). Solely for Internet T-1s, I&T policies and procedures are governed by its FCC Tariff as filed and amended from time to time. In the event of an interruption in

services under these conditions, Customer may be given a pro-rated credit for the time during which service is interrupted.

5. DISPATCH SUPPORT

At Customer’s request, I&T will dispatch support personnel to the Customer’s premises and attempt to resolve all problems of connectivity. If it is determined that all facilities, systems and equipment furnished by I&T are functioning properly and that the connectivity problem arose from some other cause, Customer is responsible for paying I&T’s labor and materials fees for the dispatch services. I&T’s labor fees are \$125.00 per hour per technician dispatched between 7 AM to 7 PM weekdays (2 hour minimum charge) and \$175.00 per hour technician dispatched at all other times (2 hour minimum charge). These charges are subject to change.

6. INTERNET & TELEPHONE FACILITIES

6.1 **Protection** Customer must not cause or allow any facility, equipment, system, or material of I&T (“**Internet & Telephone Facilities**”) to be rearranged, tampered with, moved, removed, disconnected, altered, or repaired without I&T’s prior written consent.

6.2 **Liens** Customer may not create or allow any liens or other encumbrances to be placed on any I&T Facilities.

6.3 **Title** Title to all I&T Equipment and/or Facilities (except such products sold to Customer under a CSA) shall be and remain with I&T.

6.4 **Resources** Customer is responsible for providing at no charge any reasonable personnel, equipment, space, power, and level of heating and air conditioning, specified from time to time by I&T, to operate I&T Facilities at the Customer’s premise and to maintain the proper operating environment for such Facilities.

6.5 **Safety** Customer is responsible for providing and maintaining safe working conditions in the areas of its premises where I&T employees, agents and/or suppliers will be installing or maintaining I&T Facilities. Customer is responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work by I&T employees, agents and/or suppliers.

6.6 **Permits** Customer is responsible for obtaining, and maintaining compliance with, all consents, approvals, licenses and permits necessary under federal, state, and local laws, rules, regulations and ordinances for the location of I&T Facilities at the Customer’s premises.

6.7 **Access** Customer is responsible for granting or obtaining permission for I&T employees, agents and/or suppliers to enter the Customer’s premises, as necessary, to install, inspect, maintain, and repair I&T Facilities.

7. CUSTOMER EQUIPMENT

Irrespective of any one-time “Installation”, “Start-Up” or “Non Recurring Charges”, Customer acknowledges that all equipment utilized for T-1s, dedicated access and all wireless internet equipment is and shall remain the property of I&T including without limitation the Integrated Access Device (IAD), wireless radio, panel, antennae, related software and any mounting gear. Further, Customer, and not I&T, is responsible for (i) the operation and maintenance of any its equipment, hardware, and/or software Customer provides (“**Customer Equipment**”) and (ii) for ensuring that Customer Equipment complies with Subpart D of Part 68 of the Federal Communications Commission’s Rules and Regulations. I&T is not responsible for the reception or transmission of signals by Customer Equipment or for the quality of, or defects in, such receptions or transmissions. I&T is not responsible if any changes in its hardware, software, or services cause Customer Equipment to become obsolete or to require modification or alteration.

8. INDEPENDENT CONTRACTOR

I&T is and shall be an independent contractor in the performance of the Services set forth in this Agreement. Customer shall not exercise control over I&T, its employees, subcontractors, or agents, except in so far as may be reasonably necessary to ensure performance of Services and compliance with this Agreement. Nothing in the Agreement shall be construed to designate I&T, its subcontractors, agents, or assigns as the employees, subcontractors, partners, or agents of Customer or Customer’s affiliates, subsidiaries, or partners.

9. TERM AND TERMINATION CHARGES

9.1 **Initial Term:** This Agreement is effective and the Parties’ obligations commence upon the date of execution by I&T (“**Effective Date**”) and continues in effect for a period of three (3) years (“**Initial Term**”) from the earlier of the date any of the Services are first utilized by Customer (as determined by I&T’s records), or the 90th day after the Effective Date, which date shall be deemed the “**Start of Service Date**”.

9.2 **Automatic Renewal:** This Agreement renews automatically for successive one-year (1) periods at the expiration of the Initial Term, unless otherwise canceled in writing ninety (90) days prior to the expiration of any then-current term.

9.3 **Termination For Nonpayment** After written notice to Customer that its account is past due, I&T reserves the right to terminate Service without incurring any liability.

9.4 **Termination For Violation of Acceptable Use Policy** I&T reserves the right to terminate Service upon notice if Customer violates the then-current version of I&T’s published acceptable use policy, which is available at <http://www.itllc.net>

9.5 **Termination For Returned Checks** In addition to assessing a returned check fee, I&T is entitled to terminate Service, without notice or liability, if a Customer’s check or draft is returned unpaid for any reason.

9.6 **Termination For Violations of Law** I&T reserves the right to terminate Service, without notice or liability, (i) if I&T’s provision of such Service will cause I&T to violate any law, rule, regulation, or governmental policy, (ii) to prevent and protect against Customer fraud or acts that may cause immediate harm to the network or other I&T offerings, or (iii) if Customer subjects I&T employees, agents, or suppliers to hazardous conditions.

9.7 Termination For Bankruptcy I&T may terminate Service, without notice or liability, for any Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition for bankruptcy or reorganization within the time permitted by law.

9.8 Effect of Termination Termination of Service does not relieve Customer of any obligation to pay I&T for charges due and owing for Services furnished up to the time of termination. In addition to all other remedies that may be available to I&T at law or in equity, upon termination, for any reason other than for service interruption pursuant to Paragraph 4 of this Agreement, Customer agrees to pay I&T the following: (i) all recurring charges specified in the CSA for the balance of the term of the CSA, (ii) a recapture of any discounts provided to Customer in connection with the ordering of Services, (iii) all non-recurring charges specified in the CSA and in Paragraph 3.3 of this Agreement that have been expended to establish Service to Customer, (iv) a recapture of any non-recurring charges that had been waived by I&T for the installation of the terminated Service, as well as (v) reimbursement for all expenses, including capital expenses, incurred by I&T in installing any facilities required to deliver the terminated Services. Such amounts are immediately due and payable, upon written notice by I&T. In addition, Customer is responsible for returning to I&T within 10 days any hardware and software I&T supplied Customer before, during, or after termination.

9.9 Resumption of Service If Service has been terminated, and Customer requests that Service be restored, I&T has the sole and absolute discretion to restore such Services and may condition restoration upon satisfaction of such conditions as I&T determines is necessary for its protection, including requiring Customer to pay all past due statements, passing I&T credit approval, and/or to make advance recurring charge payments. New nonrecurring charges also may apply to restored Services.

10. WARRANTIES AND LIMITATIONS OF LIABILITY

10.1 Warranties INTERNET & TELEPHONE DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED IN FACT OR BY OPERATION OF LAW INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER WARRANTS AND REPRESENTS TO I&T THAT THE INFORMATION IT SUPPLIES TO I&T UPON WHICH SERVICES MAY BE BASED IS TRUE AND CORRECT TO THE BEST OF CUSTOMER'S KNOWLEDGE.

10.2 Limitations of Liability The liability of I&T for damages arising out of the furnishing of Service, including but not limited to mistakes, omissions, interruptions, delays, tortious conduct or errors, defects, representations, use of Service or arising out of the failure to furnish Service, whether caused by acts of commission or omission, shall be limited to the extension of credit allowances or refunds of sums paid under each applicable CSA. The extension of such credit allowances or refunds shall be the sole remedy of Customer and the sole liability of I&T. I&T shall in no event be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including, but not limited to, damages for lost profits or revenues) Customer may suffer, regardless of whether Internet & Telephone has been informed of the possibility or likelihood of such damages. I&T assumes no liability for the content or quality of information accessed by Customer.

10.3 Indemnification With respect to any I&T Service or Facility, Customer must indemnify, defend and hold harmless I&T, its present and future officers or directors, employees and agents, from and against all claims, suit, actions, damages, liabilities, injury, costs and expenses, including reasonable attorneys' fees for: (i) any loss, destruction or damage to property of I&T or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, their employees, agents, representatives or invitees; (ii) any claim, loss, damage, expense, or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer; and (iii) any unauthorized use of I&T's Services or Facilities; (iv) any breach of this Agreement by Customer.

11. FORCE MAJEURE

I&T is not liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to natural catastrophe, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond I&T's reasonable control. Once I&T has implemented services to Customer premise, a Service Call to correct or resume service based upon adjustments to the equipment or I&T service which are deemed by I&T to have been caused by Acts of God or the public enemy, natural catastrophe or any other Force Majeure will be charged to Customer according to paragraph 5 ("Dispatch Support") above.

12. SURVIVAL

Any obligation of the parties relating to monies owed, confidentiality, indemnification and limitations of liability shall survive termination of Service or of this Agreement.

13. AMENDMENT

Except as may be otherwise provided herein, this Agreement may not be amended or modified, in whole or part, except in writing signed by both parties.

14. WAIVERS

Failure of either party to enforce or insist upon compliance with the provisions of this Agreement, or waive compliance with any provisions of this Agreement in any instance, shall not be construed as a general waiver or relinquishment of any provision or right of this Agreement.

15. ASSIGNMENT OR TRANSFER OF SERVICE

Customer may not assign or transfer its rights or duties in connection with I&T Services or Facilities without the prior written consent of I&T. I&T may assign its rights and duties without prior notice to or consent of Customer (a) to any subsidiary, parent company, or affiliate of Internet & Telephone, (b) pursuant to any sale or transfer of substantially all the assets of I&T, or (c) pursuant to any financing, merger or reorganization of I&T. I&T also is entitled to pledge this Agreement as collateral for financing.

16. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or any breach thereof, shall be settled by arbitration in Essex County, Massachusetts in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. Upon the written application by either party for the hearing and adjudication of a dispute or claim, the recipient of the application will proceed with arbitration hearings. The parties agree to abide by and be bound by the decision and award of the arbitrators, and that a judgment may be entered in court upon the award made in pursuance of this submission.

17. GOVERNING LAW

This Agreement shall, in all respects, be governed by and enforced in accordance with the laws of the Commonwealth of Massachusetts.

18. VENUE

Any dispute, claims, causes of action, or litigation concerning any question of fact or law under this agreement which is not disposed of by Agreement between I&T and Customer shall be decided in a court of competent jurisdiction in Essex County, Massachusetts.

19. NOTICES

All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including Statements) shall be in writing and shall be deemed to be properly given when delivered, if delivered in person, or when sent, if transmitted facsimile, overnight courier, electronic mail, or when mailed with proper postage via U.S. first class mail to the following address or such other address as each party may notify the other in writing:

Notices to Internet & Telephone: Internet & Telephone, LLC
P.O. Box 668, 30 Mass Ave
North Andover, MA 01845
Notices to Customer: Customer notices will be sent to the Customer
billing contact name and address listed
above.

20. SEVERABILITY

If any provision of this Agreement shall for any reason be held illegal, invalid or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way impair the validity or enforceability of the remaining provisions of this Agreement.

21. HEADINGS.

The paragraph headings as to the contents of a particular article herein are inserted only for convenience and are in no way construed as a part of the Agreement or as a limitation of the scope of the particular articles to which they refer.

22. ENTIRE AGREEMENT

This Agreement, the CSA's, any I&T tariffs, I&T's published acceptable use policy, and any collocation or peering contract between Customer and I&T ("collocation contract") represent the entire agreement between I&T and Customer and supersede all prior agreements, promises, understandings, statements, proposals, representations, warranties, indemnities and inducements whether written or oral, and may be updated from time to time by I&T on its web site. In the event of any inconsistency between a I&T tariff and either this Agreement, the CSA, I&T's published acceptable use policy or any collocation or peering contract, I&T's tariff shall prevail. In the event of any inconsistency between I&T Terms and Conditions and those of the Customer, I&T's Terms and conditions shall prevail.

CUSTOMER **Internet & Telephone, LLC**
By: _____ By: _____
Printed Name: _____ Printed Name: _____
Date: _____ Date: _____

The following addendums are incorporated into this Agreement:

- A: I&T Equipment _____
- B: I&T Managed Workstation _____
- C: I&T Managed Server _____
- D: Fee Schedule _____
- E: Disaster Recovery /Service Level Agreement _____
- F: Anti-Virus, Anti-Spyware, Anti-Malware _____
- G: Non Solicitation / Non Hiring of I&T Employees _____
- H: Quotation* _____

*Note: Charges for FCC Subsidy, Caller ID, Disability Access and all state and federal taxes are in addition to Quotation.

ATTACHMENT A

DATA / IP EQUIPMENT AND VOIP PHONE SYSTEMS

1. EQUIPMENT

I&T will source the selected equipment from the chosen manufacturer ("Service" or "Equipment") and complete the installation, integration and support.

2. PAYMENT TERMS

Customer agrees to pay either; A. 50% of the agreed upon price will be due upon signing this Agreement and the remaining 50% will be due upon completion of installation, or B. the agreed upon equipment, installation and software totals as billed on a monthly basis according to the Customer Service Agreement.

3. RATES AND FEES

Fixed Price Installation Charges are generally quoted based on Customer's best estimate of the existing wiring from the telephone company's demarcation into the Customer location. Generally, Customer will be responsible for paying all non-recurring charges which are jointly determined to extend inside plant wiring from the telephone company's demarcation point to the Customer's equipment or facilities space.

Annual Maintenance charges apply when purchasing certain IP phone and data equipment and are passed-through from the supplier on a once-annual basis. If applicable, these charges will be in addition to the monthly lease and/or rental charge.

4. SUPPORT

For no charge, I&T monitors Customer's network connections on a 24x7 basis. At Customer's request, I&T will dispatch support personnel to the Customer's premise and attempt to resolve all problems of connectivity. If it is determined that facilities, systems and equipment furnished by I&T are functioning properly and that the connectivity problem arose from some other cause, Customer may be responsible for paying I&T's labor and materials fees for the dispatch services. I&T's labor fees are \$75 for over-the-phone technician support, \$95 per hour for scheduling a technician. Emergency dispatch for non-warranty repair work is \$125.00 per hour per technician dispatched between 8 AM to 5 PM weekdays (2 hour minimum charge) and \$175.00 per hour technician dispatched at all other times (2 hour minimum charge).

5. WARRANTIES AND LIMITATIONS OF LIABILITY

5.1 I&T is not the Original Equipment Manufacturer (OEM) of any equipment. We endeavor to provide our Customers with the best equipment at the best price and warranty. The nature of equipment is that parts fail and we will work diligently to affect the warranty for our customers and we will endeavor to apprise our customers of the best formal warranty on each product. Whenever the manufacturer's warranty(s) replace equipment, our time to trouble shoot the problem and subsequently re-install equipment will be charged at \$75 per hour.

5.2 Limitations of Liability: The liability of I&T for damages arising out of furnishing of Service, including but not limited to mistakes, omissions, interruptions, delays, tortious conduct or errors, defects, representations use of Service or arising out of the failure to furnish Service, whether caused by acts of commission or omission, shall be limited to the extension of credit allowances or refunds shall be the sole remedy of Customer and the sole liability of I&T. I&T shall in no event be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including, but not limited to, damages for lost profits or revenues) Customer may suffer, regardless of whether I&T has been informed of the possibility or likelihood of such damages.

5.3 Indemnification With respect to any I&T Service or Facility, Customer must indemnify, defend and hold harmless I&T from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for: (i) any loss, destruction or damage to property of I&T or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, their employees, agents, representatives or invitees; (ii) any claim, loss, damage, expense, or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer; and (iii) any unauthorized use of I&T's Services or Facilities.

6. INITIALS

Customer

Internet & Telephone, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

ATTACHMENT B

MANAGED WORKSTATION

1. Purpose and Scope

Customer desires to outsource the maintenance and support for its information technology infrastructure. I&T shall provide Customer with IT Managed Services, as more specifically defined below, which shall include regular remote network software management, and both remote and on-site technical assistance as necessary.

2.0 Services

2.1 Hours of Service I&T's services shall be available from 8:00 a.m. to 5:00 p.m. East Coast time, Monday through Friday. Emergency support services are available for a nominal fee for Saturday and Sunday support. I&T is closed on Federal Holidays. Emergency support services may be available outside of normal business hours for an additional fee. I&T will make commercially reasonable efforts to respond to emergency requests. However, specific response times outside of normal business hours cannot be guaranteed.

2.2 Response Times.

- a. 4 – (four) hour response for remote services.
- b. 4 – (four) business-hour response for emergency on-site support services. Emergency service is characterized as involving a mission-critical function.
- c. 8 – (eight) business-hour response for non-critical on-site support services.

2.3 Escalation Policy Unless it is immediately clear that a service call requires on-site service, I&T will treat each service call as a remote service call. Should I&T be unable to resolve the issue remotely within a reasonable period of time, an engineer will be dispatched according to the response times described in Section 2.2 above.

3.0 Customer Responsibility

3.1 Customer is required to conform to the following criteria:

- a. Allow the installation of managed service software on Customer's network as necessary to allow for the performance of the services contemplated in this agreement.
- b. Have adequate back-up hardware.
- c. Have current anti-virus software.
- d. Provide configuration and proper ownership documentation as necessary for hardware and software.
- e. Immediately alert I&T concerning any third party activity on Customer's network or hardware, or the
- f. addition by a third party of additional hardware or software to Customer's systems.
- g. Maintain a minimum configuration for each device supported by I&T as mandated by I&T.

4. Customer Warranty re Software Licensing

4.1 Customer warrants that all software it provides to I&T for installation, configuration or use in any way, has been legally obtained and is properly licensed. Customer further warrants that it has legally purchased sufficient number of copies of such software and that it has not violated any licensing laws.

4.2 I&T has no knowledge regarding licensing of software provided to it by Customer and Customer indemnifies I&T for any installation, configuration or use of such software. Customer understands and acknowledges that that it shall be solely responsible and liable for all licensing and purchasing of software.

5. Service Charges

Customer agrees to pay I&T fees in accordance with the schedule and pricing set forth in this Agreement, as modified from time to time by the parties in writing.

6.0 Ownership of Work Product

6.1 General All worldwide intellectual property rights associated with any ideas, concepts, techniques, processes or other work product created by I&T during the course of performing the Services shall belong exclusively to I&T, and Customer shall have no right or interest therein. Unless this Agreement is terminated by I&T for Customer's material breach or failure to make payments to I&T, I&T hereby grants to Customer a perpetual, royalty-free, nontransferable, nonexclusive license to use, solely for Customer's internal business purposes, the object code form of any application software programs or other work product created by I&T in performing the Services.

6.2 Development Tools Notwithstanding anything to the contrary in this Agreement, I&T will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Managed Services which are based on trade secrets or proprietary information of I&T or are otherwise owned or licensed by I&T. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require I&T or Customer to violate the proprietary rights of any third party in any software or otherwise.

6.3 Further Assurances I&T and Customer agree to execute and deliver such other instruments and documents as either party reasonably requests to evidence or effect the transactions contemplated by this Section 5.0. The provisions of this Section 5.0 will survive the expiration or termination of this Agreement.

7. Right To Engage In Other Activities

Customer acknowledges and agrees that nothing in this Agreement will impair I&T's right to perform services or acquire, license, market, distribute, develop for itself or others or have others develop for I&T similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

8. INITIALS

Customer

Internet & Telephone, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

ATTACHMENT C

MANAGED SERVER

1. Rates Services are based on actual time spent, regardless of the complexity of the problem or issues addressed. However, there is a 1-hour minimum charge for services other than telephone calls.

2. Terms, Payment & Collection Costs

2.1 I&T will invoice Customer upon completion of any additional hours, Rapid Response, 24x7, Help Desk or As Needed hours. Payment terms for any additional hours will be Net 15.

2.2 Projects will require a 50% deposit before commencement with the balance due upon completion.

3. Cancellation Policy

3.1 Customer will not be charged for appointments that are canceled in writing (letter, fax or e-mail) by Customer with 24 hours or more advance notice. Customer will be charged for and agrees to pay for any scheduled hours for cancellations with less than 24 hours notice.

3.2 Customer is responsible for placing any written time limits – if necessary – before services are provided by I&T and cannot be retroactive.

4. Alterations to Services or Equipment

4.1 If Customer alters any Services or Equipment conducted by I&T without the express written consent of I&T, Customer does so at its own risk and expense. I&T shall not be liable or responsible for problems created as a result of Customer's alteration of Services, Equipment and/or Customer's network or system. If Customer wishes I&T to correct or fix its alterations or problems relating thereto, such Services by I&T will be considered a new project and Customer agrees that the same terms and conditions set out in this Agreement shall apply.

5. Obligation to Back-up Software

Customer shall be responsible for maintaining backups of all critical software, documents, and applications on all of Customer's file servers, personal PC's, organizers, and other electronic equipment.

6. Reimbursement for Supplies

On occasion, I&T may need to purchase spare parts, other equipment, supplies, accessories or software; in that case, Customer shall be responsible to and agrees to reimburse I&T for all such costs or expenses incurred under this project whether or not I&T was able to receive permission prior to making purchase.

7. Customer Warranty re Software Licensing

7.1 Customer warrants that all software it provides to I&T for installation, configuration or use in any way, has been legally obtained and is properly licensed. Customer further warrants that it has legally purchased sufficient number of copies of such software and that it has not violated any licensing laws.

7.2 I&T has no knowledge regarding licensing of software provided to it by Customer and Customer indemnifies I&T for any installation, configuration or use of such software. Customer understands and acknowledges that that it shall be solely responsible and liable for all licensing and purchasing of software.

8. Limitation of Liability

In addition to the Limitation of Liability in Par 10 of the Standard Terms & Conditions, I&T shall not be liable to Customer for direct damages greater than the amount or price payable hereunder for its Services. Further, I&T shall not be liable to Customer for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

9. Relationship

I&T provides Services to Customer hereunder as independent contractor, and this Agreement shall not be construed as a partnership or joint venture.

10. Non Solicitation of Employees

10.1 Customer acknowledges that I&T has a substantial investment in its employees that provide Services to Customer under this Agreement and that such employees are subject to I&T's control and supervision. In consideration of this investment, Customer agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving Company's written consent.

10.2 If any employee terminates his or her employment with I&T (regardless of the reason for termination), and is employed by Customer (or any affiliate or subsidiary of Customer) in any capacity either during or within a twelve (12) month period, Customer shall immediately pay Company an amount equal to 50% of the then current yearly salary or wage paid by Company to such employee.

11. Severability

Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining provisions hereof or, to the extent permitted by law, rendering that or any other provision invalid, illegal or unenforceable.

12. INITIALS

Customer

By: _____

Printed Name: _____

Date: _____

Internet & Telephone, LLC

By: _____

Printed Name: _____

Date: _____

ATTACHMENT D MANAGED SERVICES RATES AND FEE SCHEDULES

Fee Schedule for Managed Services:

I&T will provide Client with the Workstation Managed Services as defined in Attachment B.

As part of this Agreement I&T will provide a dedicated technical account manager whose responsibility will be to work with Client management to determine an appropriate technology strategy for Client and to meet with Client management on service level acceptability, current issues and to plan proactive work on an agreed upon periodic basis. I&T will keep an accounting of service and provide Client with a periodic report.

Upgrading or replacing hardware or software normally requires on-site service. Fees do not include the cost of new or replacement hardware, software, cabling or other equipment that may be required to perform services under this agreement. Client will be quoted a price for new or replacement equipment prior to installation, and may be required to sign a work order and be billed separately.

Monthly Rates

Workstations /PCs: \$ 50 / each
 Exchange Servers: \$ 450 / each
 File Servers / Other Servers: \$395- \$695 / each
 Peripherals: \$ 25 / each

Number of Devices

Workstations: _____ x \$40 = _____
 Servers: _____ x \$250 = _____
 Peripherals: _____ x \$ 25 = _____

Additional Services:

I&T shall, in addition to the standard services identified above, provide Third Party Software Support Coordination as defined in Exhibit A.

For a monthly fee of \$ _____

Annual Commitment \$ _____

Billing Cycle: Monthly \$ _____

Subtotal of charges payable upon signing: \$ _____

One time Installation Fee: \$ _____

TOTAL DUE UPON SIGNING: \$ _____

Start-Up Service and Additional Equipment - Install Fees:

I&T will commence an overview assessment period ("Start Up Phase") by reviewing and assessing the client devices as contemplated in this Agreement. Start Up Phase charges are:

\$ 175 / hour, not to exceed
 \$ _____ for the Start-Up Phase.

After the Start-Up Phase, all new or additional devices added to the client network will be charged according the following schedule:

\$ 250 / PC
 \$ 1,500 / Server
 \$ TBD / Peripheral

Terms

Beginning on the Effective Date of this agreement, Client will be billed according to the above-stated payment schedule, in advance for applicable fees. Monthly service overage charges and hardware/software costs, if any, shall be billed monthly. Any amount due to I&T under this Agreement shall be payable in full upon receipt of an invoice therefore, without withholding, deduction or offset of any amounts for any purpose. Any amount not received within 30 days of the date of each invoice shall be subject to an interest charge equal to the maximum interest charge permissible under applicable law, payable on demand.

Any charges client wishes to dispute must be done in accordance with Par 2, Billing and Collection of the I&T Standard Terms and Conditions above.

INITIALS

Customer	Internet & Telephone, LLC
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____

ATTACHMENT E DISASTER RECOVERY SERVICE LEVEL AGREEMENT

1. Disaster Recovery Guarantee

I&T guarantees in the event of a hardware failure, an OS security exploitation, or a server-side virus infection that you will not be billed for the labor required to restore your server to the point provided by the last good and available backup. Furthermore, the customer reserves the right to request that the disaster recovery service be delivered during business hours, nights, and/or weekends. I&T will attempt to the best of its available resources to meet the customer's scheduling requests.

2. Scheduled Maintenance Windows

I&T will regularly install patches and critical updates to your server to help ensure that you are guarded against the latest vulnerability threats. For many of these updates to be installed properly your server must be restarted. I&T will restart your servers, as necessary, between our regular maintenance window of 11PM and 4AM Sunday through Saturday. If the expected downtime is greater than 15 minutes then I&T Managed Services staff will contact you to inform you of the outage. You reserve the right to request that I&T reschedule the outage to align with your business needs.

3. Qualifications

In order to qualify for I&T Disaster Recovery Coverage, your environment must comply with the following requirements:

INITIALS	REQUIREMENTS
	Server hardware is under current warranty coverage from Dell, HP, or IBM
	Server operating system is Windows 2000 Server or Windows Server 2003
	Client network is protected by a hardware-based firewall from Cisco, SonicWall, Watchguard, or Netscreen and is running the latest firmware.
	Server file-system and email-system (if applicable) is protected by licensed and up-to-date virus protection software from Symantec.
	Server is connected to a working UPS
	Server is ONLY administered by I&T personnel
	Recovery coverage assumes data integrity on the client's backup media. I&T does not guarantee the integrity of the backups or the data stored on the backup media. Under this coverage I&T will restore the server to the point of the last successful backup. If the server or its applications require additional configuration beyond the data provided by the latest backup, I&T will bill this portion at its standard Time and Materials rates.
	Client provides all Software installation media and key codes in the event of a failure.

4. Back-Up Exclusion

By checking / initiating this block, I understand that I&T is NOT responsible for the back-up of my data.

INITIALS	BACK UP EXCLUSION

5. Disaster Recovery Service Exclusions

I&T reserves the right to bill for labor incurred during a server recovery if circumstances surrounding the customer's server failure meet the following codifications in whole or in part:

- a. Customer fails to adhere to all of the requirements outlined in the above "Qualifications" section
- b. Environmental failure events that render hardware unusable
- c. Force Majeure events beyond I&T reasonable control, including but not limited to Acts of God, government regulation, labor strikes, natural disaster, and national emergency.
- d. Any act or omission on the part of any third party other than I&T.

6. INITIALS

Customer

Internet & Telephone, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

**ATTACHMENT F
DISASTER RECOVERY, ANTI-VIRUS, ANTI-SPYWARE, ANTI-MALWARE
RATES AND FEES**

1. Anti-Virus / Anti-Spyware / Anti-Malware

I&T Anti-Virus offers protection from most viruses, worms and Trojans by analyzing and detecting unwanted executable applications or DLL libraries within the system that may be spyware, adware etc. Based upon the security profile, ITMS will remove these programs or block access to them.

ITMS performs a scan of the system registry for suspicious entries, temporary Internet files and tracking cookies, and treat the potentially harmful items in the same manner as any other infection.

2. Set up Rates and Fees – Back-Up / Anti-Spyware / Anti-Malware

SET-UP FEES – LABOR for BACK-UP SERVER and PC:

Set Up Back-Up Server: \$ 1,500
 Set Up Back-Up for Workstations: \$ 250

EQUIPMENT for BACK-UP SERVER and PC:

Back-Up Server (approx.) \$ 2,500
 Back-Up Server for Workstations: \$ 2,250

3. Monthly Rates and Fees – Back-Up / Anti-Spyware / Anti-Malware

MONTHLY FEES - COMPUTERS:

Back-Up - \$ 5.00/ea.
 Anti-Spyware / Anti-Malware - \$ 5.00/ea.

MONTHLY FEES - SERVERS:

Back-Up - \$ 95.00/ea.
 Anti-Spyware / Anti-Malware - \$ TBD.

Number of Devices

Workstations B-U: _____ x \$5.00 = _____
 Workstations Anti-S /Anti-M _____ x \$5.00 = _____

Servers: _____ x \$95 = _____

MONTHLY SUBTOTAL = _____

4. Anti-Virus/Spyware/Malware Exclusion

By checking / initiating this block, I understand that I&T is NOT responsible for the Anti-Virus, Anti-Malware and Anti-Spyware of my server and/or PCs.

INITIALS	ANTI VIRUS / SPYWARE / MALWARE EXCLUSION

5. INITIALS

Customer **Internet & Telephone, LLC**

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

ATTACHMENT G
NON SOLICITATION OF EMPLOYEES

1. Non Solicitation of Employees

1.1 Customer acknowledges that I&T has a substantial investment in its employees some of whom directly provide Services to

Customer under this Agreement and that all I&T employees are subject to I&T's control and supervision. In consideration of this investment, Customer agrees not to solicit, hire, employ, retain, or contract with any employee of I&T, without first receiving I&T's written consent.

1.2 If any employee terminates his or her employment with I&T (regardless of the reason for termination), and is employed by Customer (or any affiliate or subsidiary of Customer) in any capacity either during or within a twelve (12) month period, Customer shall immediately pay I&T an amount equal to 50% of the former employees' most recent yearly salary or wage paid by I&T to such employee.

2. INITIALS

Customer

Internet & Telephone, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____