



BurstNET Technologies Inc.™
The Speed the Internet Travels™

Website: <http://www.burst.net>
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Scranton, PA 18501-0591 USA

BURSTNET™ SERVICE AGREEMENT - REVISED 1/10/2006

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

WHEREAS, BurstNET™ owns, distributes, and/or provides various products and services that enable entities to utilize, conduct business on, connect to, and publish to the Internet, including BurstNET™ High Speed Wireless Access, BurstNET™ Managed Hosting, BurstNET™ Access, CPanel™/WebHostManager™, Nocster™, and the BurstNET™ family of services.

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

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

Exhibit A

General Agreement

1. BurstNET™ Services.

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

2. Payment and Invoicing.

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

2.2 Client shall receive a confirmation letter/invoice via e-mail and/or mail at the time Client contracts for the BurstNET™ services, which shall confirm the fees payable to BurstNET™. Thereafter, Client shall receive a monthly billing invoice/statement for the upcoming month, which shall indicate any changes in fees, which shall become effective upon thirty (30) days' notice as set forth in Section 2.4 herein. All services are invoiced 10-15 days in advance, and must be paid in full by the first day of new the service period.

2.3 Client is responsible for all activities and charges resulting from Client's use of the BurstNET™ Services. Client agrees to pay all fees, bandwidth charges, connect time charges, surcharges, and other charges incurred by Client and set forth in the monthly billing statement. Client acknowledges that no refunds will be given by BurstNET™ in the event that Client's account is terminated by BurstNET™ or Client mid-term. In the event of a breach of security, Client will remain liable for any unauthorized use of the BurstNET™ Services until Client notifies BurstNET™ by calling (1-877-287-7863) or by sending an e-mail with account information to support@burst.net and receiving a ticket tracking number.

2.4 Current rates for using the BurstNET™ Service may be obtained by calling (1-877-287-7863), or visiting the BurstNET™ website (<http://www.burst.net>). BurstNET™ reserves the right to change fees, surcharges, monthly membership fees or to institute new fees at any time upon thirty (30) days' (of end of current contract term) prior notice to Client. In addition, BurstNET™ may institute special trial offers, from time to time which shall be reflected in the confirmation letter sent to Client upon sign up.

2.5 Late Fees. If BurstNET™ does not receive the full amount of Client's BurstNET™ service account balance by the first day of a new service period, an additional 1.5% (or highest amount allowed by law per month) late charge will be added to Client's bill and shall be due and payable. Client shall also be liable for all attorney and collection fees arising from BurstNET™'s efforts to collect any unpaid balance of Client's account(s). Account suspension may occur if payment is not received by 5th day of a new service period.

2.6 Penalties and Extra Fees. Client agrees to pay BurstNET™ US\$30.00, per occurrence, for bounced checks. Client agrees to pay BurstNET™ US\$35.00, per occurrence, for each chargeback issued against a transaction. Client agrees to pay BurstNET™ US\$30.00, per occurrence, for each credit reporting/collection agency filing that may be necessary to expedite receipt of payment, collect on overdue funds, or other related issues. Client agrees to re-imburse BurstNET™ for all legal/court fees obtained while attempting to collect client's debt. Client agrees to pay BurstNET™ US\$50.00 for each re-activation of a suspended account. The US\$50.00 re-activation fee is per account, with an account potentially containing multiple websites, servers, or other services. BurstNET™ reserves the right to charge a US\$25.00 expedite fee for any support issue that client insists be taken care of "on the spot" immediately. Charges may be incurred for *Abnormal Support* requests serviced on your account.

3. Responsibilities, Rights and Status of BurstNET™.

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

3.2 Support. BurstNET™ shall provide a reasonable level of technical support to Client via telephone, email, fax, ICQ™/AIM™, pager (dedicated/co-lo clients only), real-time chat, forums, and/or online manuals/faq for the term of this Agreement.

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

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4. Responsibilities and Rights of Client.

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

4.2 Acceptance of BurstNET™ Services. Client shall have the right to evaluate the BurstNET™ Services as set forth in Exhibit A for a period of thirty (30) days after initiation of the BurstNET™ Services, at the charge, if any, set forth in Exhibit E or elsewhere offered by BurstNET™ and confirmed in the confirmation letter. If Client determines that any BurstNET™ Services do not reasonably satisfy the standards provided herein, then Client shall promptly notify BurstNET™ of such deficiency. BurstNET™ shall use commercially reasonable efforts to cure such deficiency. In the event BurstNET™ is unable to cure such deficiency, Client's sole and exclusive remedy shall be the refund of the amounts paid by Client under the Agreement, and the right to terminate this Agreement.

4.3 Fees and Expenses. Client shall be responsible for payment of all costs, fees and expenses assessed by third parties in the course of being provided BurstNET™ Services. Such costs include, but are not limited to, the fees required to register and maintain domain names, which is governed by a separate agreement between Client and InterNic.

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

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

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

4.7 Co-Location/Equipment Insurance. Client is responsible for providing insurance coverage for all co-located equipment in the BurstNET™ Data Center and/or all customer property not supplied and maintained by BurstNET™ in a BurstNET™ facility or at the customer's premise. BurstNET™ is not responsible for such equipment, but is required to provide a reasonable amount of protection for equipment, including, but not limited to; alarm systems, surge protection, security cameras, video recordings, monitoring, theft prevention, racking equipment, and weather control.

5. Confidentiality and Proprietary Rights.

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

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

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

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

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

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customers directly as BurstNET™ clientele. BurstNET™ will take reasonable action to re-activate/re-instate Client's service prior to such measures being taken, but such action may be necessary to protect the best interest's of the end-user of the BurstNET™ services, as well as the reputation of BurstNET™ itself.

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

5.7 Marketing Rights. Client agrees that BurstNET™ may refer to Client, and/or Client's business/company, in BurstNET™ marketing materials, the BurstNET™ website, and communication to BurstNET™ current/potential clientele. Client grants BurstNET™ a limited license and permission to use any Client trade name and/or trademark for such, and only for such, purposes.

6. Warranties/Indemnity.

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

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

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

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

6.3 Limitation of Liability. BurstNET™ shall not be liable to Client for more than the aggregate amounts paid to BurstNET™ under this Agreement.

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

7. Terms and Termination .

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

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

7.3 Client may terminate this Agreement at any time for any or no reason upon written notice (via fax, mail, or online cancellation form) to BurstNET™, within twenty-four (24) hours prior or following end of current service term. BurstNET™ may terminate this Agreement at any time for any or no reason upon fifteen (15) days written notice (via fax, mail, or email) to Client, prior to end of current service term. Notwithstanding the foregoing, BurstNET™ may immediately block Client's site or immediately terminate Client's access to and use of the BurstNET™ Service and software; if at BurstNET's™ sole discretion, it deems any information contained in Client's site to violate BurstNET's™ Terms of Service (TOS), BurstNET's™ Basic Policy and Service Guidelines (AUP), or to be otherwise objectionable or offensive or to violate the law, in accordance with Section 4.6 herein. Client's only right with respect to any dissatisfaction with any terms, rules, policies, guidelines, or practices of BurstNET™ in operating the BurstNET™ Service, any change in the content of the BurstNET™ Service, or any change in the amount or type of fees charged in connection with the BurstNET™ Service, is to terminate this Agreement by delivering notice to BurstNET, effective the day BurstNET™ receives notification of termination or any future date specified which is acceptable to BurstNET™. BurstNET™ may terminate immediately any Client who misuses or fails to abide by this Agreement, BurstNET's™ Terms of Service (TOS), or BurstNET's™ Basic Policy and Service Guidelines (AUP) BurstNET™ may terminate without notice Client's access to and use of the BurstNET™ Service and Software upon a breach of this Agreement. If BurstNET™ denies you access to the BurstNET™ Services, you shall have no right to obtain any credit(s) otherwise due to you. BurstNET™ shall have no responsibility to notify third-party providers/users of services, merchandise, or information, associated with your BurstNET™ Service, nor shall BurstNET™ have any responsibility for any damages that result from the lack of such notification.

7.4 In the event that BurstNET™ offers a money back guarantee, or 30 day refund policy, as specified in the "Contract Specifications" section of this agreement, violation of the BurstNET™ Terms of Service (TOS) or BurstNET™ Basic Policy and Service Guidelines (AUP) makes such an offer null and void. Client agrees to waive such rights to a refund if such

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a violation occurs.

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

8. General.

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

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

If to BurstNET™:

BurstNET Technologies, Inc.™ P.O. Box #591 Scranton, PA 18501-0591 USA

Fax: 570-389-1855

If to Client:

Contact information provided in "Contract Specification" section of this Agreement

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

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

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

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

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

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

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

EXHIBIT B

General Terms of Service (TOS)

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

2. CAREFULLY READ the terms of this agreement which governs your use of the BurstNET™ Service and Software. BurstNET™ may modify this agreement at any time and in any manner. Any modification is effective immediately upon either a facsimile, electronic mail, or conventional mail notification. Your continued use of the BurstNET™ Service following notice of any modification to this agreement shall be conclusively deemed as acceptance of all such modification(s).

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

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

5. Internet Conduct. Generally, the Internet consists of the following areas available through BurstNET; Email, Newsgroups, Gopher, and WAIS FTP, and the World Wide Web). The Internet is not owned or operated by, or in any way affiliated with BurstNET™ or any of its affiliates; it is a separate, independent network of computers and is not part of BurstNET™. Your use of the Internet is solely at your own risk. When using the Internet and all of its components, Clients must conduct themselves responsibly according to the Internet's own particular code of conduct. Participating successfully on the Internet is really a matter of common sense. Although BurstNET™ does not control the Internet, your conduct on the

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Internet when using your BurstNET™ account is subject to BurstNET™ rules. Because BurstNET™ wants to be a good Internet citizen, it prohibits Clients from engaging in certain conduct on the Internet through or by means of BurstNET™ including the following: (1) Chain Letters. Chain letters are prohibited on the BurstNET™ network and are inappropriate on the Internet. Posting a chain letter to an Internet newsgroup (or via email on the Internet) from your site may result in your BurstNET™ Services site being terminated.

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

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

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

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

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

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

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

EXHIBIT C

Service Level Agreement (SLA)

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

Uptime Guarantee:

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

Exceptions:

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

- Circumstances beyond reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, "Acts of God" (ie...fire, flood, earthquake, tornado, etc...), strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement.
- Telco Failure (ie...Verizon™ cutting a fiber line somewhere)
- Backbone peering point issues (ie...UUnet™ having a router go down in Virginia that wipes out Internet service for the entire East Coast)
- Scheduled maintenance for hardware/software upgrades

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- Hardware failure (faulty hardware is rare, but cannot be predicted nor avoided). BurstNET™ utilizes only name brand hardware of the highest quality and performance.
- Software bugs/flaws (Exploits and bugs may develop that cause security issues or downtime)
- DNS issues not within the direct control of BurstNET™
- Network floods, hacks, attacks from outside parties or individuals
- Failure or error of any BurstNET™ monitoring or measurement system
- Weather which may affect performance of wireless access equipment performance.
- Client's acts or omissions, including without limitation, any negligence, willful misconduct, or use of BurstNET™ service(s) in breach of BurstNET™ Policy and Service Guidelines (AUP), by Client or others authorized by Client.

Connectivity:

BurstNET's™ goal is to make the BurstNET™ network available to Client free of outages for 99.5% of the time. An "outage" is defined as an instance in which Client is unable to transmit and receive IP packets due to a BurstNET™ service failure for more than 15 consecutive minutes, excluding service failures relating to BurstNET's™ scheduled maintenance and upgrades. The BurstNET™ network does not include client premises equipment or any Telco access facilities connecting Client's premises to such infrastructure. BurstNET's™ goal is to keep Average Round-Trip Latency on the BurstNET™ network to 85 milliseconds or less. BurstNET™ defines "Average Round-Trip Latency", with respect to a given month, as the average time required for round-trip packet transfers between the BurstNET™ network and major US backbone peering points during such month, as measured by BurstNET™. BurstNET's™ goal is to keep Average Packet Loss on the BurstNET™ network to 1% or less. BurstNET™ defines "Average Packet Loss", with respect to a given month, as the average percentage of IP packets transmitted on the BurstNET™ network during such month that are not successfully delivered, as measured by BurstNET™.

Measurement:

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

Hardware Failure:

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

Credits:

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

General:

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

EXHIBIT D

Basic Policy and Service Guidelines (AUP)

BurstNET Technologies, Inc.™ provides services to clients all around the world. BurstNET™ has the responsibility to protect each client and provide them with the best services available. The following guidelines were designed to insure these services.

Content: All services provided by BurstNET Technologies, Inc.™ may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in

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violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, unlicensed software or files, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless BurstNET Technologies, Inc.™ from any claims resulting from the use of the service which damages the subscriber or any other party.

Note: Pornography and sex-related merchandising are prohibited on any BurstNET Technologies, Inc.™ server EXCEPT those on the UnRestricted.NET Network This includes sites that may infer sexual content, or links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to BurstNET Technologies, Inc.™ servers or any other server on the Internet. Links to such materials are also prohibited. Viewing/downloading of such information/data by BurstNET™ Internet Access customers is not governed by BurstNET™ policy, and is at your own discretion/free-will, and may be governed by your state/federal government.

Examples of non-acceptable content or links:

Pirated software, "Illegal MP3's", Hackers programs or archives, Warez Sites, Child Pornography

BurstNET Technologies, Inc.™ will be the sole arbiter as to what constitutes a violation of this provision.

Unlimited Traffic/Hits & Server Resource Usage: BurstNET™ is pleased to offer our Managed Virtual Hosting clients unlimited traffic/hits, and server usage. Unlimited Traffic/Hits refers to the number of visitors to your website, NOT the amount of bandwidth/data transfer. Your account is still limited to the allotted bandwidth/data transfer included with your selected package. To maintain the integrity of our service the following traffic/usage limitations apply.

Managed Virtual Hosting sites with banners, graphics or cgi's running from their domain being used on other domains. Sites with immense graphic archives or galleries. Sites offering immense download archives, such as .zip, .tar, .ra and .GZ. Sites running large chat room gatherings. Sites using more than 20% of system resources

If you do not qualify for unlimited traffic/hits, your account may be required to be upgraded, or, BurstNET™ may move your site to a different server, to reduce the load on the server you are currently residing... BurstNET Technologies, Inc.™ will be the sole arbiter as to what constitutes a violation of usage limitations. Bandwidth/data transfer will go unmonitored until you reach your account limit, then normal over-usage data transfer costs will apply. At any time BurstNET™ may move your site to a different server, to reduce the load on the server you are currently residing...

Chat Rooms: BurstNET™ does allow Managed Virtual Hosting clients to install their own chat rooms. However, these tend to be large system hogs and may fall into the usage limitations clause. We do provide a html based cgi chatroom that runs without hindering the performance of the machine for others. You are free to run your own chat script, as long as it does not hinder server performance.

Background Processes/Programs: BurstNET™ may allow Managed Virtual Hosting client's programs to run continually in the background, These are considered on a one to one basis and a extra charge may be incurred based on system resources used and operational maintenance needed.

Cron Jobs: BurstNET™ does allow Cron Jobs to be conducted on our Managed Virtual Hosting servers.

IRC: BurstNET™ currently does not allow IRC or IRC bots to be operated on our servers. IRC access may be enabled for BurstNET™ High Speed Wireless and Dedicated Access customers upon special request.

Multiple Connections: BurstNET™ does not allow multiple dial-in connections on a single dial-up access account. Multiple telnet and ftp sessions are allowed, on a single hosting account. Multiple computers/networks are permitted on BurstNET™ High Speed Wireless & Dedicated Access accounts.

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

FTP - 300 seconds

Dial-Up - 10-15 minutes

Telnet - 2 hours

Commercial Advertising - Email: Spamming, or the sending of unsolicited email, from a BurstNET Technologies, Inc.™ server or using an email address that is maintained on a BurstNET Technologies, Inc.™ machine is STRICTLY prohibited. For general reference, we consider spam any email that is sent to more than 10 people at a time that did not ask for it to be sent to them. BurstNET Technologies, Inc.™ will be the sole arbiter as to what constitutes a violation of this provision. Opt-In email is acceptable, as long as Opt-Out/Removal request are fully honored. Please make an effort to limit outgoing mail on your account to no more than 1000 pieces per hour. Large mailings are preferred to be sent from the hours of 12AM - 8AM EST

Server Abuse: Any attempts to undermine or cause harm to a BurstNET Technologies, Inc.™ server or customer of BurstNET Technologies, Inc.™ is strictly prohibited. BurstNET Technologies, Inc.™ will pursue legal action to the fullest extent for all abuse of the BurstNET Technologies, Inc.™ Network.

Suspension/De-Activation: If any terms or conditions are failed to be followed it will result in grounds for account suspension or de-activation. BurstNET™ reserves the right to remove any account without prior notice. If BurstNET™ deactivates your account(s) for violating policy, your will forfeit your rights to a refund...and none will be given. No refunds for advance payments, on de-activated accounts. Normal policy is a warning first, and account de-activation the second offense. Serious offenses may cause immediate de-activation.

Initial: _____ Date ____/____/____

EXHIBIT E - CONTRACT SPECIFICATIONS

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

CLIENT INFORMATION

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

Authorized Contact: _____
Position: _____

Authorized Signature:

Date: ____/____/____

PROVIDER INFORMATION

Company Name: BurstNET Technologies, Inc.
Mailing Address: PO Box #591
City/Town: Scranton
State/Province: Pennsylvania
Zip/Postal Code: 18501-0591
Country: United States
Daytime Phone: (570) 343-2200
Evening Phone: SAME
Fax: (570) 343-9533
Email Address: sales@burst.net

Authorized Signature:

Name: _____
Date: ____/____/____

