



**Eduro Networks Communications Services
Terms and Conditions**



I. GENERAL

A. This Agreement, between you ("Customer") and Eduro Networks LLC, ["EDURO"] sets forth the legal rights and obligations governing EDURO's provision of communications services to you. EDURO shall provide Customer with the communications Services ("Services") designated on the Service Order Agreement ("Agreement" or "SOA") preceding these terms and conditions. Data services, such as internet services, are offered pursuant to these terms and conditions.

B. Acceptable Use Policy: [Applicable to eduroStream Broadband Services Services] Customer agrees to be bound by the EDURO Acceptable Use Policy ("AUP") which may be found at: www.EduroNetworks.com.com/aup.pdf. The terms and conditions of the AUP, which may be updated from time to time, are hereby incorporated by reference. The Customer agrees to check back to the AUP web site periodically to review any changes to the AUP.

C. Use of the Services/Service Issues: Use of Services including EDUROSTREAM Broadband Internet, EDUROVOICE Voice Over IP Telephony Services and EDUROSAFE data storage services are limited to Customer, Customer's employees, and Customer's consultants performing work for Customer (collectively, "End Users"). Customer is prohibited from selling to or sharing EDURO Services with other parties using the EDURO facilities provided unless expressly authorized by EDURO. With respect to EDURO Services, Customer shall promptly notify EDURO of any errors, "bugs," or problems with the Services of which Customer becomes aware. Notwithstanding any term of this Agreement, EDURO shall not be liable to Customer for any claim arising from or based upon the combination, operation or use of the Services with equipment, data or programming not supplied or certified by EDURO, or arising from any alteration or modification of the Equipment. Should additional Service(s) be requested by Customer subsequent to execution of this Agreement, Customer and EDURO agree to execute an additional agreement for such Service(s). Customer agrees that additional Services are offered under and pursuant to the terms, conditions, and limitations as set forth in such additional agreement(s).

D. EDUROVOICE 911 EMERGENCY DIALING

Please read this information regarding 911 very carefully. By activating and paying for edurovoice services, you acknowledge and agree to the limitations of eduro's 911 emergency dialing service, and understand the distinctions between such service and traditional 911 or e911 calls. You agree to notify any user who may place calls using your Service, including any household residents, employees or guests who may be present in your household or business location of the limitations of EDUROVOICE 911 Emergency Dialing.

Please be aware that even in those areas in which eduro offers 911 service, eduro cannot and does not guarantee that the service will operate as intended. The only way to know with absolute certainty that you have functioning 911 service is to test the system; eduro is not authorized to make test calls to the 911 system and cannot authorize you to do so. You may wish to call the non-emergency number of your local police or fire department to find out if they are able to help you obtain such permission.

Eduro recommends that you maintain an alternative means of accessing emergency services in the event of a service disruption for any reason.

EDUROVOICE 911 Service EDUROVOICE 911 Emergency Dialing is not available in all areas. To activate this service where available, you must register the physical location of your Equipment with EDURO, and that location must be within the geographic serving area of a Public Safety Answering Point ("PSAP") to which EDURO has established connectivity for this service. If you fail to activate and properly configure the Service and the Equipment, the Service will not support 911 Emergency Dialing, and you acknowledge and agree to this requirement. 911 Emergency Dialing may not function for up to thirty (30) days after EDURO activates your Service, and you acknowledge and agree to this requirement. Service Address. You must provide the address which will be associated with the Service ("Service Address") during the registration process. The service address you provide must be in the same rate center as the primary number you have selected. Failure to provide the correct and proper Service Address may result in misdirecting 911 calls to the incorrect PSAP or emergency operator and/or the failure to reach the correct location and render emergency service when requested. You acknowledge that 911 dialing will not function properly if you move your Equipment to another Service Address, either temporarily or permanently, unless the new Service Address has been properly recorded and is in an area for which EDURO provides 911 Emergency Dialing. You may change your Service Address by contacting your Eduro sales representative or technical support consultant. Change of Service Address will take a minimum of ten business days to properly update the 911 emergency databases.

911 Service Limitations. The following additional limitations apply to 911 Emergency Dialing when it is provided by EDURO

EDUROVOICE 911 service is only available in areas where 911 service can be provided to new customers.

EDUROVOICE 911 service will not function if the Equipment is not configured properly or if your EDUROVOICE Service is not functioning for any reason. This includes a broadband or electrical power outage or if your broadband, ISP, or EDUROVOICE



Service is suspended or terminated. In addition, in the event of a local disaster, there is a greater possibility that a EDURO 911 call will produce a busy signal, fail to be completed, or experience long connection times due to network congestion.

EDUROVOICE 911 Service will not function properly for up to 30 days after you are able to make outbound calls with your Service. Because of the time it takes to properly update the 911 emergency databases, your 911 service will not be available immediately (yes)

You must select a Primary Number that is associated with your Service Address; otherwise, 911 service will not be available. Calls to 911 service route to the appropriate emergency administrator based on the telephone number you have chosen and the geographic location that you have provided to EDURO. 911 must be available in your area for EDURO to offer you service.

If you move or intend to use your EDUROVOICE service away from the geographic location you have registered with EDURO, you must update your account with your new location. You may change your Service Address by contacting EDURO Customer Services at 301-662-7327 or at support@eduronetworks.com

Enhanced 911 ("E911"). In certain areas in which EDURO provides 911 Emergency Dialing, EDURO provides E911 capabilities. When the caller dials 911 on a EDUROVOICE-enabled phone with E911 service, EDURO will automatically deliver the location information you provided at the time of activation, or as subsequently and properly updated, validated, and acknowledged by EDURO, to the PSAP with the 911 call. If the location information you provided is incorrect, the emergency call may be misdirected to a PSAP that does not serve your location, which as a result may be unable to render sufficient emergency service. You acknowledge that you are solely responsible for maintaining accurate physical location information on your EDURO account. If you move your EDURO equipment to another location, you must update your Service Address in accordance with the instructions contained above.

Basic 911. In some areas in which EDURO provides 911 Emergency Dialing, EDURO may not support E911, and your physical location information may not be automatically delivered to the PSAP with the 911 call. The PSAP or local emergency dispatcher receiving a non-E911 emergency call may not be able to capture and/or retain automatic number or location information. This means that the dispatcher may not know the phone number or physical location of the person who is making the 911 call. Therefore, a caller dialing 911 using EDUROVOICE Services may need to immediately tell the dispatcher the location of the emergency, and the caller must not prematurely disconnect the line, since the dispatcher may not have the phone number to call back the caller. If the caller is unable to speak or sufficiently describe the location, the emergency dispatcher may not be able to render emergency service to the appropriate location.

Acknowledgement. You understand and acknowledge that EDUROVOICE 911 Emergency Dialing has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 service. These characteristics may make EDUROVOICE unsuitable to some users. You should carefully evaluate your circumstances when deciding to activate EDURO Service. You acknowledge that it is your responsibility to determine the technology or combination of technologies best suited to meet your emergency calling needs, and to make the necessary provisions for access to emergency calling services, such as maintaining a conventional phone line or wireless phone as a backup means of completing emergency calls. You authorize us to disclose your name and address to third parties involved with providing 911 Emergency Dialing to you, without limitation.

Suspension of Your Account. You acknowledge and understand that a Service outage due to suspension of your account as a result of billing issues or any other reason, including, but not limited to, those reasons described elsewhere in this Agreement, will prevent all service, which may include Emergency 911 Dialing.

Indemnification. You acknowledge and understand that EDURO will not be liable for any Service outage and/or inability to dial 911 using EDUROVOICE or to otherwise access emergency service personnel due to the characteristics and limitations of EDURO Service. You agree to defend, indemnify, and hold harmless EDURO NETWORKS LLC, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorney fees) by, or on behalf of, you or any third party user of the Service relating to the failure or outage of the Service, including those related to EDUROVOICE 911 dialing. You acknowledge that EDURO does not offer Lifeline service, and that we strongly recommend that you always have an alternative means of accessing emergency service. This provision supplements the general indemnification provision found below.

E. Network Numbers/Domain Name Policy: If Customer is ordering EDURO service which utilizes network numbers, Customer agrees to the Network Number and Domain Name Policies established by EDURO. In all instances, EDURO Domain Name and TCP/IP Addresses that are provided pursuant to the SOA remain EDURO property, and upon termination of Service, use by Customer will terminate. Unless otherwise mutually agreed to in writing by the parties, Customer at all times has responsibility for maintaining its own Domain Name when purchasing EDURO Internet Access Services and for paying all charges associated with the Domain Name, including charges billed to Customer for Domain Name registration by third parties. EDURO has sole discretion as to the Internet routing of EDURO-provided IP Addresses.



F. EDURO Right to Make Service Changes: EDURO retains the right to Change in its sole discretion and without liability to Customer, the methods, processes and/or the suppliers by which EDURO provides Services to Customer.

Equipment/Access to Customer Facility: Internet Access (IA) . EDURO will order the Customer Premise Equipment (CPE) (if applicable) required for the provision of the IA and provide for its initial installation. Customer recognizes that to receive IA, Customer must, at its own expense, provide EDURO with at least the following equipment and materials: a) a router/switch/interface compatible with EDURO service and network; b) Internet Protocol software for any applicable router; c) connector and power cables. Depending on the service option selected by Customer, additional equipment may be required. Should Customer desire, EDURO can provide this equipment and material to Customer for an additional cost which will be detailed in the SOA. Customer agrees to allow EDURO unrestricted access to such CPE for purposes of testing, upgrading, and other maintenance activities. Customer shall provide continuous electrical service to such EDURO CPE, as required, to fulfill the terms of this Agreement. Customer agrees to allow EDURO unrestricted access to customer facility for purpose for installation of EDURO owned network equipment for the purpose of improving network access.

II. PAYMENT

Customer shall pay EDURO for Services pursuant to the terms and conditions of this Agreement. Prices for Services are exclusive of applicable taxes and surcharges. Customer agrees to pay the applicable set-up, installation and disconnect fees, if any, as invoiced upon EDURO acceptance of SOA, or as otherwise agreed by the parties in writing. Installation and disconnect fees are non-refundable unless otherwise agreed to in writing by EDURO. EDURO may delay activation of Service to the Customer if the initial invoice is not paid when due. Regular billing for the Service will begin on the Service Commencement Date (as defined below). Thereafter, invoices will be for the specified period of Service (monthly in advance) and are payable 15 days after the date of the invoice, or the date specified on each invoice. Invoices will include, but not be limited to, that period's Service fees, applicable usage, (including any fees for ordered Option or additional Services, or other fees resulting from Customer's choice of Add-on Features for EduroStreamSM Services), and any applicable taxes. Customer agrees that any additional EDURO Services requested (including but not limited to an upgrade or relocation of Customer's circuit) will incur additional fees and charges, and Customer agrees to pay these fees and charges when invoiced. Invoices not paid within 15 days after the date of the invoice, unless otherwise specified on the invoice, will be past due and subject to a 1.5% per month interest fee or the maximum rate permitted by law, whichever is less, on all past-due balances. Customer agrees to reimburse EDURO for any costs incurred as a result of any collection activity, including but not limited to reasonable attorneys' fees. Customer agrees that EDURO may request information from a reporting agency to enable EDURO to assess Customer's credit history, that such action is not the extension of "credit" to Customer, and that EDURO may alter these billing arrangements as a result, upon notice to Customer. In addition, Customer acknowledges that EDURO may require Customer to submit a bond to EDURO in certain circumstances.

III. TERM

A. Term/Service Commencement Date: This Agreement shall be effective upon complete execution by the parties. EDURO will notify Customer that the Services are installed or connected and are available for use. The date of such notice shall be the service commencement date ("Service Commencement Date"). Billing will begin on the date on which EDURO notifies the Customer that the requested service or facility is available for use, unless the date is extended by the Customer's refusal in writing to accept service which does not conform to standards set forth in this Agreement, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree upon a substitute Service Commencement Date. If Customer notifies EDURO in writing that it is not prepared to utilize the service or facility after EDURO has notified the Customer that the requested service or facility is ready for use (for reasons other than those set forth above), EDURO may begin billing the customer on the Service Commencement date. EDURO may bill the customer for any costs it has incurred in preparing its service for the original due date, as well as any costs it will incur up until the date that the customer accepts service. EDURO shall not be liable for any damages whatsoever resulting from delays in meeting requested or specified service dates, or inability to provide service. Customer agrees to cooperate with EDURO to accomplish service activation by providing access to Customer's premises and facilitating testing and service delivery requirements. The initial Service term shall be as set forth on the Service Order. Should the Customer wish to terminate Services at the end of the term, customer will notify EDURO, in writing to its corporate address listed on its invoices, at least forty-five (45) days prior to the expiration of the Agreement. If the customer does not provide EDURO with written notification of their wish to cancel Services within the specified 45 day period prior to expiration of the Agreement, the Agreement will automatically renew for a One Year term at the rates on the SOA and pursuant to the Terms and Conditions set forth herein.

IV. TERMINATION/DEFAULT

A. Default: If Customer (a) fails to pay any amount required under this Agreement when due and such failure continues for ten (10) days after written notice to Customer that the same is due and payable, (b) fails to comply with any other material provision of this Agreement and such noncompliance continues for thirty (30) days after written notice to Customer thereof, or (c) Customer cancels or terminates service at any time before completion of the term, then EDURO may elect to pursue one or more of the following courses of action, as applicable: (i) terminate this Agreement, whereupon all nonrecurring and recurring charges for the remaining term of the Agreement are immediately due and payable, (ii) take appropriate action to enforce payment, including suspension or discontinuance of all or any part of the Services, and/or (iii) pursue any other remedies as may



be provided at law or in equity. Additionally, any of the following events shall constitute a default and either party may terminate this Agreement due to any of the following events and pursue any of the remedies outlined in this Section: the insolvency, corporate reorganization, arrangement with creditors, receivership or dissolution of the Customer or EDURO; institution of bankruptcy proceedings by or against either party; or assignment or attempted assignment of the Agreement or any interest therein. EDURO may charge for reconnection of the Service in the event EDURO has suspended Customer's Service for default. Notwithstanding the foregoing, any termination of this Agreement by EDURO shall not be construed as an exclusive remedy and shall not preclude or waive EDURO's right to pursue any other available remedies.

B. Other Services: If Customer cancels any or all Services prior to the expiration of the term (as set forth on the Service Order Agreement), due to reasons other than a material breach of this Agreement by EDURO, the Customer shall immediately pay to EDURO \$500 or seventy-five percent (75%) of charges due for Services through the remainder of the contract term, whichever is greater.

C. Termination: Customer shall stop using the Services and all EDURO proprietary and confidential information, including but not limited to EDURO's trademarks, logos, trade names, copyrighted materials, and trade secrets which may be in Customer's possession, at the end of this Agreement.

V. SOFTWARE LICENSE

Customer agrees not to reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine source code from any EDURO or third-party software, or to permit or authorize a third party to do so. Title to such software, and all related technical know-how and intellectual property rights therein are and shall remain the exclusive property of EDURO and/or its suppliers. Customer shall not take any action to jeopardize, limit or interfere in any manner with EDURO and its supplier's ownership of and rights with respect to any licensed software. EDURO provides, and customer hereby accepts, any EDURO or third party software provided to or used by customer in connection with the services "as-is" with no express or implied warranties or conditions of any kind, including, without limitation, warranties of merchantability, title, noninfringement or fitness for a particular purpose. Nothing herein shall be interpreted to enhance or create any warranty with respect to any third party software. EDURO disclaims any and all liability arising out of the delivery, installation, support or use of any software. EDURO assumes no obligation to correct errors in any software. Customer understands and accepts all responsibility for any software meeting customer's requirements or expectations.

VI. DISCLAIMER OF WARRANTIES

EDURO makes no representation or warranty whether express, implied or statutory, regarding the services, system equipment or EDURO-owned or provided equipment used by the customer, including, but not limited to, any implied warranties of merchantability, fitness of the service or equipment for a particular purpose and non-infringement of any third party rights. EDURO specifically disclaims any responsibility, and makes no warranty, for the substance, accuracy or quality of information obtained through its network, an account, or that the service will be error-free, whether or not such service is used by customer or an end user. In addition, EDURO makes no warranty with respect to any software or hardware products ("products") used or provided by EDURO in connection with an account. Any patent, copyright, trademark, trade secret or other intellectual property claims, whether actual or alleged, are the direct responsibility of that product's manufacturer. EDURO assumes no responsibility for any actions or liabilities arising from the possession or use of the products.

VII. LIMITATION OF LIABILITY

A. With respect to claims or suits by customers, or any others, for damages relating to or arising out of acts or omissions under this agreement, EDURO's liability for service interruptions, if any, shall be limited to credit allowances as expressly provided in the applicable service level agreement in appendix a. With respect to internet services, customer recognizes that the internet consists of multiple participating networks which are separately owned and therefore are not subject to the control of EDURO. Malfunction of, or cessation of internet services by, ISPs or of any of the networks which form the internet may make resources customer wishes to use temporarily or permanently unavailable. Customer agrees that EDURO shall not be liable for damages incurred or sums paid when the services are temporarily or permanently unavailable due to malfunction of, or cessation of internet services by, network (s) or ISPs not subject to control of EDURO, or due to any accident or abuse by customer. EDURO is not liable for any breach of security on the customer's network.

B. EDURO shall not be liable for any losses or damages resulting from: (a) the delivery, installation, maintenance, operation or use of an account, the equipment, or service; (b) any act or omission of customer, or its end-users or agents, or any other entity furnishing equipment, products or services to customer; or (c) any personal or property damages due to the loss of stored, transmitted or recorded data resulting from the service or the equipment, even if EDURO has been advised of the possibility of such damages. In no event shall EDURO's liability for direct damages be greater than the sum total of payments made by customer to EDURO during the three months immediately preceding the event for which damages are claimed, but in no event to exceed \$500. C. In no event shall EDURO be liable for any indirect, incidental, exemplary, punitive or other consequential damages including, but not limited to, damages for the loss of data, goodwill or profits, savings or revenue, harm to business, whether under contract, tort, strict liability or any cause whatsoever, or arising out of or in relation to this agreement, even if advised beforehand of the possibility of such liability.



VIII. INDEMNIFICATION

Customer agrees to indemnify, defend and hold EDURO and its officers, directors, employees, agents, affiliates and suppliers harmless from and against any claims, actions, demands, losses, damages and expenses including attorney's fees, relating to any violation of this Agreement, including but not limited to a breach or failure of any representation or warranty contained in this Agreement by Customer, its End Users, or other users of its account, the placement or transmission of any message, information, software or other materials on the Internet by Customer or End Users of Customer's account, or Customer's traffic being processed through the EDURO switch, port or node. This indemnification shall survive the termination of the Agreement.

IX. REGULATORY AND LEGAL COMPLIANCE

The parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on existing law and the regulatory environment as it exists on the date of execution of this Agreement. Customer and EDURO agree that in the event of any effective decision by a legislative body, regulatory or judicial order, rule, regulation, arbitration or dispute resolution or other legal or regulatory action materially affecting the provisions of this Agreement at the federal, state or local level either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith. This Agreement shall be amended accordingly to reflect the pricing, terms and conditions of such Amendment.

X. MISCELLANEOUS

This Agreement represents the complete agreement and understanding of the parties with respect to the Services, and supersedes all other agreements whether written or oral, including but not limited to, any advertising, brochures, proposals, representations or understandings regarding the subject matter hereof, and shall prevail if any conflict arises. This Agreement may be modified only by written agreement or as specifically provided herein. Customer may not sell, transfer, or assign this Agreement without the prior written consent of EDURO, which consent shall not be unreasonably withheld, provided advance written notice is provided to EDURO. Any assignment in derogation of the foregoing sentence is null and void, and does not relieve Customer of its obligations under the Agreement. This Agreement shall be governed by the substantive law of the State of Maryland without reference to its principles of conflicts of laws, and Customer consents to the nonexclusive jurisdiction of the federal and state courts of the State of Maryland. Except as otherwise provided for in the Agreement, no remedy conferred by any of the specific provisions of the Agreement or available to a party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies. EDURO shall not be responsible for any failure to perform due to unforeseen circumstances or due to a cause beyond EDURO's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages or failures of telecommunication or computer resources, fuel, energy, labor or materials. These terms and conditions only apply to the Services ordered with this Order Form. If Customer has other EDURO Services, those Services are governed by the terms of those service agreements as applicable.