rev.net
Internet Access & Services
"The power of a good connection..."

A.   Service Authorization and Agreement

Rev.Net Direct Connect Terms

1. "**Service Authorization**" means the Rev.Net form signed by its customer ("**Customer**") and accepted by Rev.Net which incorporates these terms.
2. "**Agreement**" means the Service Authorization and these terms together.

B.   Service Description and Domain Name Registration

1. The Rev.Net Technologies, Inc. ("**Rev.Net**") Direct Connect service ("**Service**") is an Internet access service that provides dedicated connections from a customer's premises to the Internet via dedicated local access facilities ("**Access Facilities**") and Rev.Net's Internet network.
2. The term "Service" also includes any Rev.Net-provided equipment and software (respectively "**Equipment**" and "**Software**") used at Customer's premises to provide the Service.
3. If so indicated on the Service Authorization, Rev.Net will also utilize "**Backhaul Facilities**" between its nodes to implement Customer's connection.
4. At the originating Customer's premises, Customer's equipment will place data into Internet Protocol (IP) packets and give each packet a terminating address, and then the Service routes the registered IP packets over Rev.Net's Internet network to the terminating Internet location or peering point with another Internet service provider.
5. If so indicated on the Service Authorization, Rev.Net will provide Primary and Secondary Domain Name Service (for up to 3 domain names).
6. At Customer's request, Rev.Net will register domain name on Customer's behalf upon completion of signed "**Domain Request Form**".

C.   Charges

1. Customer will pay all applicable charges for the Service.
2. Charges will be invoiced monthly, and payment from Customer must be received by Rev.Net before the next monthly invoice date.
3. A 1½% per month late payment fee will be assessed on all past due amounts.
4. The prices stated in the Agreement do not include any applicable Federal, state or local taxes, fees and surcharges, and unless Customer provides to Rev.Net a valid exemption certificate, Customer will pay such applicable taxes, fees and surcharges upon receipt of an itemized Rev.Net invoice therefore.
5. The monthly charges will be billed effective as of the date the Service is first made available for Customer's use.
6. Customer shall notifyRev.Net in writing of any billing questions or disputes within thirty (30) days of the date on the notice which first contains the disputed charge.
7. If Customer becomes forty-five (45) days past due on any undisputed charge, Rev.Net may disconnect the Service until and unless the Customer's account is paid in full including a $200.00 reactivation fee.

8. Customer understands that wireless technology is relayed from point to point in order to form the network backbone. Therefore, customer agrees to allow Rev.Net to relay or redistribute Beam Access® from it's premises.

9. Rev.Net may adjust or impose additional charges to recover amounts it may be required by governmental or quasi-governmental authorities to collect from or pay to

   others to support statutory or regulatory programs during the term of this Agreement. An example of such a program is the "Universal Service Fund" which currently does not apply to the subject matter of this Agreement, but which may apply in the future as a result of governmental actions.
10. If Customer requests that Rev.Net expedites the delivery of Service, Rev.Net will use its reasonable efforts to expedite delivery, and Customer will pay any applicable charges.
11. If requested by Rev.Net, Customer will provide information to Rev.Net from time to time regarding Customer's financial condition and creditworthiness.
12. Irrespective of whether Customer is initially required to provide a letter of credit or security deposit, if Customer experiences a materially adverse change in its financial condition or increases its level of usage of Service, within two (2) business days after receiving a request from Rev.Net, Customer will provide either (i) a letter of credit (in an amount reasonably requested by Rev.Net and in a form and with an institution reasonably acceptable to Rev.Net), or (ii) a security deposit in an amount reasonably requested by Rev.Net.

D.   Term and Termination

1. The term of the Service ("**Term**") for an Access Port will start as of the same date that billing for that Access Port starts as set forth above ("**Term Start Date**") and will continue for the term commitment set forth in the Service Authorization. Thereafter, the Term will automatically renew for successive twelve (12) month periods at Rev.Net's then-current month-to-month (annual contract) charges, regardless of the original Term, unless either party provides the other thirty (30) days prior written notice that it does not wish for the Term to renew.
2. Customer may terminate Service at any time on thirty (30) days prior written notice to Rev.Net, and will be liable for any applicable early termination charges as set forth below.
3. If Customer orders Service subject to a term commitment and if Service is discontinued prior to the end of that term commitment, Customer will pay an early termination charge equal to the sum of the following multiplied by the number of months remaining in the term commitment: (i) fifty percent (50%) of the base monthly charges for the Access Port; provided, however, that this charge will not apply if (i) Customer terminates Service due to Rev.Net being in default set out in Section E.1-3 hereunder, or (ii) Rev.Net terminates Service due to any reason other than Customer being in default hereunder.
4. Rev.Net may suspend Service and/or terminate this Agreement if Customer breaches this Agreement and fails to cure such breach within three (3) days after receiving notice thereof from Rev.Net; provided, however, that Rev.Net may immediately suspend Service

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and/or terminate this Agreement without notice (i) in order to prevent damage to or degradation of its Internet network integrity which may be caused by the Customer or anyone using Customer's access, (ii) to comply with any law, regulation, court order, or other governmental request or order which requires immediate action, (iii) for violation of Rev.Net's Internet Acceptable Use Policy ("**AUP**") as posted at Rev.Net's website (a copy of such policy is posted, as of the date hereof, at **http://www.rev.net/usepolicy.html**) and as may be modified by Rev.Net without notice from time to time, or (iv) for other behavior that in Rev.Net's sole discretion may be deemed to be illegal or otherwise to protect Rev.Net from legal liability.

5. Rev.Net will endeavor to give Customer notice regarding the reasons(s) for suspension or termination as soon as reasonably practicable after such suspension or termination.

E. Additional Rights and Obligations

1. Rev.Net will operate and maintain the Service, contingent upon Rev.Net's (i) ability to maintain necessary licenses or permissions, and (ii) availability of network capacity and connections.
2. Customer will, at its own expense, be responsible for all site preparation activities necessary for installation of the Service.
3. Customer will not misuse the Service (that is, violate the AUP or permit any use of the Service which (i) is illegal, unlawful, or harassing, (ii) infringes upon another's intellectual property rights, or (iii) otherwise constitutes network abuse), and Customer will be responsible for any such misuse.
4. Customer will comply with reasonable security procedures and standards with respect to its routers and other equipment that interfaces with the Service.
5. Rev.Net has no obligation to monitor the Service; however, Rev.Net may monitor the Service and disclose information gained from such monitoring in order to (i) satisfy any law, regulation or other governmental request, (ii) operate the Service and administer Rev.Net's networks, or (iii) protect itself or its subscribers.

F. Warranties and Liabilities

1. Customer understands that, except for certain services specifically identified as Rev.Net Services, Rev.Net does not operate or control the Internet.
2. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR IT'S AND CUSTOMER SUBSCRIBERS' USE OF THE INTERNET.
3. CUSTOMER WARRANTS THAT IT WILL NOT MISUSE THE SERVICE, AND IT WILL NOT PERMIT ANY MISUSE BY ITS SUBSCRIBERS.
4. REV.NET MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS REGARDING ANY MERCHANDISE, INFORMATION, PRODUCTS OR SERVICES PROVIDED THROUGH THE INTERNET.
5. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
6. Rev.Net shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, severe weather, epidemics, or due to any other cause beyond its reasonable control.
7. UNDER NO CIRCUMSTANCES SHALL REV.NET OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM CUSTOMER OR CUSTOMER SUBSCRIBERS' USE OF OR INABILITY TO ACCESS ANY PART OF THE INTERNET OR CUSTOMER'S OR CUSTOMER SUBSCRIBERS' RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, LOSS, THEFT OR DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.
8. Notwithstanding anything to the contrary stated herein, Rev.Net's maximum liability hereunder will not exceed an amount equal to the total of the monthly recurring charges paid by Customer hereunder for the twelve (12) months preceding the month during which such liability arises.
9. Customer shall defend, protect and hold harmless Rev.Net and its affiliates from and against any liabilities, actions, losses, costs, or claims incurred by them as a result of (i) any use or misuse of the Service (whether by Customer or any other party), (ii) any claims arising out of the use of any third party equipment or software with the Service based on alleged infringement or misappropriation of any intellectual or other property rights of any third party, (iii) a breach by Customer of the warranty set out in Section B.7 above, or (iv) any actions by Customer Subscribers.

G. Additional Terms

1. This Agreement is made in, governed by and subject to the laws and the jurisdiction of the courts of the Commonwealth of Virginia, without regard to its conflicts of law provisions.
2. No customer purchase orders or similar documents will vary or add to the terms of this Agreement.
3. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and it supersedes all prior or contemporaneous oral or written agreements, understandings and representations, and can be modified only in writing by the parties.

SERVICE ORDER FORM

Customer Information

Customer Name : _____   Requested User ID:

Contact Name   : _____   _____

Address   : _____

_____

Phone   : _____

Social Security#: _____   or   Fed ID#_____

Requested Service(s) – Check all that apply.

☐ 12 Months Beam Access™ Commercial Service - $400.00 One Time Charge - $125.00/month

☐ 24 months Beam Access™ Commercial Service - $350.00 One Time Charge   - $99.00/month

☐ Virus/Spam Domain Mail Scanning Service   - $35.00/month (Per Domain name)

☐ In-Office Wireless Laptop Router Setup   - $50.00 One Time Charge
 (Customer Provides Rev.Net Approved Router)

☐ Domain Registration   - $35.00 Setup - $20.00/year
 (First year $30.00 registration included in Setup)

 Requested Domain Name: _____

All equipment installed to provide Beam Access (except wireless In-Home router) remains the property of Rev.Net Technologies, Inc.

If customer moves or terminates service, they must surrender equipment or pay a $850.00 equipment charge.
By Signing this agreement, I hereby authorize a credit history report to be performed on my company as well as my personal credit history, whichever is necessary or both.

_____   _____

Signed: Customer   **Date**