

Customer Agreement

By accepting software provided by Ogdentelnet, Inc. and/or its affiliates and/or third party service, access and/or Feature providers and connecting to Ogdentelnet, You (hereinafter referred to as "You" or "User" and variations thereof) agree to the terms and conditions contained in this agreement (the "Customer Agreement" or the "Agreement"). By utilizing the service of Ogdentelnet, You agree not to use Ogdentelnet in any way or for any purpose which violates U.S., state or local laws, regulations, court orders, injunctions, subpoenas, or warrants. Further, You agree not to use Ogdentelnet to interfere with or disrupt users of the Ogdentelnet network and/or the Internet, services and Features provided by Ogdentelnet and/or its affiliates and/or third party service, access and/or Feature providers, and/or equipment utilized directly or indirectly by Ogdentelnet and/or its affiliates and/or third party service, access and/or Feature providers.

Such interference or disruption includes, but is *not* limited to:

1. distribution of unsolicited advertising or spamming;
2. propagation of computer worms or viruses;
3. disruption of service provided to others;
4. Use of the network to make unauthorized entry to other computational, information or communication devices or resources.

Welcome to Ogdentelnet, Inc.! Ogdentelnet provides its service to You, subject to the following Customer Agreement ("Agreement"). This is a legal agreement between You and the Collective Providers of Ogdentelnet Internet Services ("Ogdentelnet") for the use of the Ogdentelnet portal and Internet access and related features (the "Service"). If You do not agree to the terms and conditions in this Agreement, do not register for or use the Service. By using the Service, You signify Your agreement with the terms and conditions of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, You must Uninstall or remove the client software and destroy or return all associated materials to Ogdentelnet.

1. THE SERVICE: The Service consists of dial-up or other Internet Access connectivity to the Ogdentelnet portal, as well as access or connectivity to any of the online resources, which may be provided by Ogdentelnet or be available from other service providers participating in or connected to Ogdentelnet's Service, including without limitation, (1) personal Web pages available through Ogdentelnet, or (2) programs, devices, enhancements, changes, upgrades, taxes, charges, changes and any other software, firmware, or hardware installed and/or added by Ogdentelnet or third parties as part of Ogdentelnet's server configuration or provision of Services ("Features") Unless explicitly stated

otherwise, any new or additional Features that enhance, change, configure, or reconfigure the current Service shall be subject to the terms and conditions of this Agreement and, by Your use of the Service after the installation and/or addition of such Features, You agree to be bound by this Agreement as enhanced, changed, configured, or reconfigured by such Features.

- a. Dial-Up Service Internet Access Connectivity: Dial-Up access service consists of dial-up Internet Protocol ("IP") connectivity. On public access numbers, Ogdentelnet may, at its discretion, employ various methods and/or Features, including without limitation 'inactivity timeouts' and session time limits, to ensure public access lines are not converted to dedicated (24x7) connections or otherwise used in violation of the terms and conditions of this Agreement. Ogdentelnet reserves the right at any time and from time-to-time to discontinue, change and add access numbers permanently or temporarily with or without notice.
- b. Broadband Internet Access Connectivity: Broadband access service consists of dedicated Internet Protocol ("IP") connectivity ("Dedicated Connections"). On Dedicated Connections Ogdentelnet may, at its discretion, employ various access methods with limited geographical coverage areas including without limitation wireless, DSL, ISDN and Cable modem access methods. Ogdentelnet reserves the right at any time and from time-to-time to discontinue, change and add various types of broadband access methods permanently or temporarily with or without notice. On Dedicated Connections Ogdentelnet may, at its discretion, employ various methods and/or Features, including without limitation limited upstream and/or downstream data rates, to ensure Dedicated Connections are not converted to service provider dedicated connections or otherwise used in violation of the terms and conditions of this Agreement.
- c. Ogdentelnet, at its sole discretion, may provide to You, as a user of Ogdentelnet's Service, additional services and/or Features without additional charge. Ogdentelnet reserves the right to add additional and/or separate charges for certain services and/or Features. These charges may appear on Your bill from Ogdentelnet, or they may be billed to You separately by the providers of such services or features. Third party providers may, also, have additional registration or eligibility requirements in order to use their services. You acknowledge and agree that Ogdentelnet is not responsible and shall not be liable, directly or indirectly, to You or to any third party to whom/which it is alleged You may be liable, for any damage or loss caused or alleged to be caused by or in connection with Your use of or reliance on any content, goods or services available on, by, or through any third party provider of services and/or Features.

2. **TERM AND TERMINATION:** This Agreement for the use of the Service will be in effect from the date Your application is accepted by Ogdentelnet . This Agreement and Your use of the Service may be terminated by You by written notice to Ogdentelnet (via e-mail, fax or U.S. mail) on or before 5:00 p.m. EST on the 15th of each month to terminate the Service for the next month, unless otherwise specified by Your Ogdentelnet service provider. This Agreement and Your use of the Service may be terminated by Ogdentelnet at any time with or without notice to You for any reason, including without limitation, lack of use, nonpayment of fees, or if Ogdentelnet believes, in its sole discretion, that You have violated or acted inconsistently with the letter or spirit of this Agreement. Pursuant to the Digital Millennium Copyright Act of 1998, Ogdentelnet will terminate service to repeat copyright infringement offenders. Ogdentelnet may, also, in its sole discretion and at any time, discontinue providing the Service and/or any Feature, or any part thereof, with or without notice to You. The provisions of paragraphs 4-16 and all obligations of and restrictions on You and any user of Your account with respect to the Service shall survive termination of this Agreement.
3. **SERVICE RATES; PAYMENT OF FEES; PENALTIES:**
 - a. The rates and charges for the Service shall be as set forth in Your Acknowledgement package or otherwise in accordance with Ogdentelnet's rate schedule as in effect from time-to-time, a copy of which will be available online on the Service or otherwise shall be provided to You upon request. Rates and charges, and other terms and conditions of the Service, are subject to change by Ogdentelnet from time-to-time by notice to You provided on the Service or otherwise.
 - b. Ogdentelnet's accounting cycle begins on the first day of each calendar month. You will be invoiced one month in advance for usage of the Service, either directly by Ogdentelnet or through Your designated credit card company. Charges for accounts that are terminated, both by You or by Ogdentelnet, are not prorated and shall be due for the entire month. You agree to pay the applicable fees as set forth on Your invoice by the due date, and to pay any interest or late fees incurred for late payment of the required fees.
 - c. In the event You do not pay the fees invoiced to You by the due date, the Service will be inaccessible to You until You pay all fees owed to Ogdentelnet as well as a reconnection fee.
4. **THE RESPONSIBILITIES OF USER:**

- a. You agree that You will be the only user of Your username and password and that You will not transfer or disclose either Your username or password to any other person.
- b. You agree not to transmit or publish on or over the Service any information, software or other content that (1) violates or infringes upon the rights of others, or could assist others in violating or infringing upon the rights of others or (2) could assist others in violating or breaking existing laws, rules, and regulations.
- c. You agree to comply with all applicable laws, rules and regulations in connection with the Service and Your use thereof, and to cooperate with Ogdentelnet and/or law enforcement personnel when requested.
- d. You acknowledge and agree that You are aware that certain content, services or locations of the Service or of other parties that may be accessible through the Service may contain material that is unsuitable for minors (persons under 18 years of age) and that Ogdentelnet does not screen or censor such content with regard to copyright, obscenity, safety, integrity or reliability. You agree to supervise usage of the Service by any minors whom You permit to use the Service, and You agree to be responsible for the use of the Service by such minors.
- e. You acknowledge and consent that Ogdentelnet can, pursuant to a subpoena, disclose Your name(s), address(es), phone number(s), types of Services used, length of use, connection times and durations, identification of the instrument used to connect, subscriber numbers (including any temporarily assigned or dynamic network addresses, and the means and source of payment(s) for the Ogdentelnet Service.
- f. You acknowledge and consent that Ogdentelnet can, pursuant to a search warrant issued by a court in any US jurisdiction, disclose the contents of stored e-mail resident on Ogdentelnet's system for six months or less.
- g. You acknowledge and consent that Ogdentelnet can, pursuant to certain provisions of the law, be required to produce business records, including without limitation all items identified in this paragraph 4, as well as other tangible items, and that Ogdentelnet may be compelled not to disclose the fact that such information and/or items were disclosed.
- h. You acknowledge and consent that Ogdentelnet can cooperate with law enforcement to intercept and monitor the content of trespassers¹ communications through the Ogdentelnet system. You will not be considered a trespasser if You maintain Your account in good standing.
- i. You acknowledge and consent that Ogdentelnet can, at its sole discretion in good faith, disclose contents of Your communications to the government (i.e., without a court order or subpoena) if the contents:

- i. were inadvertently obtained by Ogdentelnet and appear to pertain to the commission of a crime;
 - ii. contain child pornography;
 - iii. if necessary for Ogdentelnet to protect its rights or property; or
 - iv. if Ogdentelnet reasonably believes that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of the information without delay.
 - j. You acknowledge and consent that Ogdentelnet can, at its sole discretion in good faith, disclose Your name, address, business records and use of Service information to the government if necessary:
 - i. in response to a warrant or court order;
 - ii. for the protection of Ogdentelnet's rights and/or property;
 - iii. if Ogdentelnet reasonably believes that an emergency involving immediate danger of death or serious physical injury to any person justifies disclosure of the information.
5. ACCEPTABLE USE POLICIES: You acknowledge and agree that Ogdentelnet has certain legal and ethical responsibilities with respect to the provision of the Services. Ogdentelnet, therefore, strictly prohibits system abuse, which includes, without limitation, the following actions or the intent to take the following actions:
- a. uploading, posting, e-mailing or otherwise transmitting any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - b. harming minors in any way;
 - c. impersonating any person or entity, including, but not limited to, a Ogdentelnet official, forum leader, guide or host, or falsely stating or otherwise misrepresenting Your affiliation with a person or entity;
 - d. forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted through the Service;
 - e. uploading, posting, e-mailing or otherwise transmitting any content that You do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - f. uploading, posting, e-mailing or otherwise transmitting any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

- g. uploading, posting, e-mailing or otherwise transmitting any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
- h. uploading, posting, e-mailing or otherwise transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupting the normal flow of dialogue, causing a screen to "scroll" faster than other users of the Service are able to type, or otherwise acting in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. interfering with or disrupting the Service or servers or networks connected to the Service, or disobeying any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- l. "stalking" or otherwise harassing another; or
- m. collecting or storing personal data about other users.

Ogdentelnet may take such actions as it deems appropriate against You for violations of these policies, including, without limitation, removing any content that violates this Agreement, terminating this Agreement and Your use of the Service, and cooperating with law enforcement officials by providing whatever information may be requested upon presentation by such officials of appropriate authorization from a court having jurisdiction over the subject matter or taking whatever action that bright.net is authorized to take pursuant to the USA PATRIOT Act of 2001. However, there is no promise or obligation on Ogdentelnet's part to monitor or police any such activity, and Ogdentelnet will have no liability to any party for any other party's violation of these policies.

6. LIMITATION OF WARRANTIES AND LIABILITY; DISCLAIMER OF WARRANTIES: YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER OGDENTELNET NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS,

LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES OGDENTELNET OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS CUSTOMER AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER OGDENTELNET NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL, ALSO, APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT, IN ANY WAY, HOLD OGDENTELNET RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM OGDENTELNET MAY CONTRACT TO OPERATE VARIOUS AREAS ON THE SERVICE). YOU EXPRESSLY ACKNOWLEDGE THAT OGDENTELNET SHALL HAVE NO LIABILITY OF ANY KIND FOR ITS GOOD FAITH COOPERATION WITH LAW ENFORCEMENT IN RESPONSE TO PROPER REQUESTS OR, WHERE AUTHORIZED BY LAW, ON OGDENTELNET'S OWN INITIATIVE.

7. YOUR REMEDIES: Your sole and exclusive remedy for any failure or non-performance of the Service (including any associated software or other materials supplied in connection with the Service) shall be for Ogdentelnet to use commercially reasonable efforts to repair the Service. Your only remedy for any situation in which it is determined that Ogdentelnet acted improperly and/or did not act in good faith is termination of Your Service and a pro-rated refund for unused time.

8. **LIMITATION OF LIABILITY:** In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of Your remedies under this Agreement fail of their essential purpose, You expressly agree that under no circumstances shall Ogdentelnet's total liability to You or any party claiming by, through or under You for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by You for use of the Service under this Agreement during the twelve-month period preceding the date such claim first arose.
9. **INDEMNIFICATION BY YOU:** You shall indemnify and hold harmless Ogdentelnet and any of its underlying service providers, information providers, licensors, licensees, employees, associated third parties, or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to Your use of the Service, or any act, error, or omission of You or any user of Your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; initiation or facilitation of unsolicited commercial e-mail or "spam," whether through the bright.net Service or otherwise; fraud or deceptive trade practices; unauthorized use of or access to the Ogdentelnet or other computer system or systems; violation of any applicable law, rule, or regulation; or failure to cooperate with Ogdentelnet or law enforcement personnel when requested.
10. **USE OF MATERIALS, MARKS AND INFORMATION:**
 - a. You retain any copyright, trademark, patent or other intellectual property rights in the material or the products, services, processes or technology created by You and posted or uploaded to the Service. Ogdentelnet reserves the right to use and/or copy such material in the day-to-day operation of its business.
 - b. You may use, copy and distribute the materials found on the Service for internal, noncommercial, informational services only. All copies that You make of the material must bear any copyright, trademark or other proprietary notice, which pertain to the material being copied. Except as authorized in this paragraph, You are not granted a license under any copyright, trademark, patent or other intellectual property right in the

material or the products, services, processes or technology described therein. All such rights are retained by Ogdentelnet, its affiliates and/or any third party owner of such rights.

- c. The Ogdentelnet company names and logos and all related product and service names, design marks and slogans are the property of Ogdentelnet or its affiliates. You are not authorized to use any Ogdentelnet name or mark in any advertising, publicity or in any other commercial manner without the prior written consent of Ogdentelnet.
- d. Any feedback, data, answers, questions, comments, suggestions, ideas or the like, which You send to Ogdentelnet will be treated as being non-confidential and nonproprietary. Ogdentelnet assumes no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. Ogdentelnet will also be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and services incorporating such information. Ogdentelnet may also use Your status as a subscriber to the Service for the purpose of marketing to You other Ogdentelnet products and services.
- e. From time-to-time, Ogdentelnet is called upon by a subscriber to assist with technical issues, requiring Ogdentelnet to access or review material authored, copied, stored, downloaded, uploaded, or otherwise transmitted over the Ogdentelnet system by or to the subscriber. Ogdentelnet will not provide substantive information or perform full or partial publishing or authoring in violation of the protections afforded in 47 U.S.C. 230 of the Communications Privacy Act on behalf of any subscriber, or access a subscriber's stored or transitory e-mail, or the subscriber's bright.net hosted Web site(s), unless in accordance with the applicable provisions of the Electronic Communications Privacy Act (18 U.S.C. sections 2510-2522 and 2707-2711) or the express request in writing of the subscriber ("Subscriber Information"). Under such limited circumstances, Ogdentelnet will treat the specific Subscriber Information regarding which the subscriber has requested technical assistance from Com Net as confidential and not release such information to third parties other than Ogdentelnet's Corporate partners, if necessary, unless required by applicable law or to protect Ogdentelnet's interests. Under no circumstances will Ogdentelnet provide other than technical assistance to a subscriber, unless a specific agreement is negotiated between the parties and executed in writing.

11. ENDORSEMENTS: All product and service marks contained on or associated with the Service that are not Ogdentelnet marks are the trademarks of their respective owners. References to any names, marks, products or services of third parties or hypertext links to third party sites or information do not necessarily constitute or imply Ogdentelnet's endorsement, sponsorship or recommendation of the third party, information, product or service.

UNMETERED DIAL-UP INTERNET PROTOCOL CONNECTIVITY: If You purchase an unmetered dial-up Internet Protocol Connectivity ("UDIPC") as part of the Service for connecting to the Ogdentelnet portal, the UDIPC as well as any of the other online resources and services provided by Ogdentelnet as part of the Service described in paragraph 1, Your access to the Service through the UDIPC shall be dependent upon the access network and be defined and limited accordingly:

- a. Ogdentelnet Dial-up Network (red network): If You sign up for UDIPC to the Ogdentelnet portal and other online services using a Local Ogdentelnet ISP owned and operated Point-of-Presence (POP) for your local access number, UDIPC shall mean unlimited dial-up access usage during a calendar month, subject to the restrictions defined in paragraph 1. In addition, You shall be entitled to free roaming to other POPs on the Ogdentelnet Dial-Up Network, which are primarily located in Ohio, as such may be designated, added, or subtracted from time-to-time by Ogdentelnet in its sole discretion.
- b. Global Access Dial-Up Network(s) (blue and yellow networks): If You sign up for UDIPC to the Ogdentelnet portal and/or other online services using a Global Access owned and operated Point-of-Presence (POP) for your local access number, You shall be allowed UDIPC access up to a specified maximum limit for dial-up access usage during a calendar month, subject to the restrictions defined in paragraph 1. In addition, You shall be entitled to free roaming to other POPs on the same Global Access Network (same color network) that are available throughout the world as well as roaming access on the bright.net Dial-Up Network, as such may be designated, added, or subtracted from time- to-time by Ogdentelnet in its sole discretion.

<u>Global Access Networks</u>	<u>Monthly Usage Limit</u>
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Yellow Network	300 Hours Max. per Month
Blue Network	200 Hours Max. per Month

- c. Local Access versus Roaming Access: At any time when less than 50% of Your monthly dial-up access usage is from the local access POP indicated at the time of sign-up, Ogdentelnet reserves the right to evaluate Your roaming dial-up access usage and reassign You to the Access Network and/or Local Access POP being used for a majority of Your online access time.
- d. Customer Agreement Unaffected: Unless specifically stated herein, Your Agreement with Ogdentelnet is not changed, modified, or altered in any way by Your choice of UDIPC or any actions taken hereunder by Ogdentelnet.