

## SI&T GENERAL TERMS AND CONDITIONS

**SI&T Service:** Customer agrees to purchase from Computer Office Solutions, Inc. d.b.a. Snappy Internet & Telecom ("SI&T") the Products and or Services outlined in the SI&T Service Order form per the terms and conditions described therein and herein. Customer agrees to remain as a subscriber of the service from the date of service activation for the period identified on the Service Order form ("Initial Term"). At the end of the Initial Term, this Agreement shall be automatically renewed for successive one (1) year Terms (renewal "Term") on the same terms and conditions contained herein, with the exception of the price of services, and shall continue to be automatically renewed until terminated by either party with at least 30 days advance notice as provided herein. Notice of termination should be made in writing to SI&T at 7266 SW 48<sup>th</sup> Street, Miami Florida 33155 no less than thirty (30) days prior to the expiration of any Term of this Agreement.

**Rights and Obligations of Customer:** Upon Customer's acceptance of the Service Order form, Customer agrees to the terms and conditions contained herein, including those contained in any Exhibits, Addenda and Service Order forms attached hereto. Customer additionally agrees to all terms and conditions contained in SI&T's Acceptable Use Policy and Service Agreement as posted at [www.SI&T.net](http://www.SI&T.net), which are expressly incorporated by reference (collectively referred to as the "Agreement"). SI&T's services are only to be used for lawful purposes. Customer shall not transmit, retransmit or store material in violation of any federal or state laws or regulations, including, but not limited to, obscenity, indecency, defamation, or infringement of trademark or copyright. SI&T reserves the right, at its sole discretion, to suspend, terminate or change the Services without advanced notice for any reason, including without limitation, misuse of the Services in any way, Customer's breach of this Agreement, Customer's failure to pay any sum due hereunder, suspected fraud or other activity by Customer that adversely affects the Services, SI&T, SI&T's network or other Customers' use of the Services. SI&T reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and Customer agrees that SI&T's determination is final and binding on Customer. SI&T may require an activation fee to change or resume a terminated or suspended account.

**Propriety Rights:** Title, property rights, software licenses and hardware licenses and agreements, including all intellectual property rights to such Products and Services, are and shall remain with SI&T, whether or not they are embedded in any Product or Service. Any software used by SI&T in connection with the Services and any software provided to Customer in conjunction with providing the Services are protected by copyright law and international treaty provisions. Customer may not copy the software or any portion of it. Customer recognizes that the Products and Services used hereunder constitute valuable trade secrets of SI&T. Customer will use its best efforts to protect and keep confidential any and all trade secrets, Products and Services used by it and shall not attempt in any way to copy, examine, alter, re-engineer, tamper with, or otherwise misuse such Products and Services. In all cases the IP addresses and other identifiers assigned for Customer use remain the property of SI&T shall revert back to same upon Customer termination. All proprietary rights shall survive termination of this agreement.

**Installation:** Installation charges, one-time charges and the first monthly charge set forth on the Service Order form are due by Customer upon order acceptance. Installation and other one-time charges, collectively referred to as the "NRC" or "Initial" charge on the Service Order form, are nonrefundable. Customer shall provide all necessary preparations to permit installation, maintenance and operation of Products and Services provided hereunder unless otherwise specified in this Agreement and shall provide to SI&T and its suppliers and agents reasonable access to Customer's premises for performance under this Agreement. Customer is responsible for any and all additional charges arising as a result of necessity to reschedule mutually agreed-upon installation and maintenance activities. Once SI&T services have been installed, Customer shall be responsible for any fees associated with relocation of services if requested by Customer, including a one time SI&T installation fee, and corresponding adjusted recurring Telco and/or other third party fees dependent on the geographical relocation. If services cannot be relocated, this Agreement shall be terminated and Customer shall be responsible for early termination charges. Customer is solely responsible for obtaining any required permits, homeowner associations approvals, mortgage grantors permission, and landlord/building owner approval for the placement, installation, maintenance, and removal of the equipment described herein or otherwise required for Customer to receive services under this Agreement.

**Customer Premise Equipment:** Purchased by Customer - Customer is responsible for all maintenance and upgrades of equipment purchased from SI&T or elsewhere (manufacturer's warranty may apply in some circumstances). Any unused hardware or software purchased from SI&T may be returned for a full refund, less a 20% restocking fee, within 15 days of receipt by Customer, provided such items are unopened, in original packing, and in full working order, except that if Customer purchases equipment by special order or with a custom configuration, as detailed in an attachment hereto, it is not returnable by Customer. Customer shall return any faulty equipment to SI&T within 5 days of receipt. SI&T may pre-configure equipment in conjunction with configuration guidelines.

**Equipment Provided by SI&T:** In the event that SI&T provides SI&T-owned equipment to Customer in conjunction with service. (i) the configuration and type of equipment to be used shall be determined solely by SI&T; (ii) SI&T shall provide the initial equipment configuration and verify operability with the SI&T network; (iii) Customer is responsible for operating the equipment within the parameters of the manufacturer's specifications; and (iv) SI&T may choose at its sole discretion to provide software upgrades for hardware. Customer shall not modify the Equipment in any way without the express written permission of SI&T. Customer shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, Customer is responsible for all lost, stolen, mistreated, damaged or modified Equipment and will be required to purchase a replacement. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. Additional support of SI&T staff to reconfigure equipment once installed, should service be required due to Customer's action, neglect or malice, shall be chargeable to Customer at SI&T's then-current support rates. In the event of failure of SI&T-

owned equipment provided to Customer, due to equipment defect or fault, like equipment shall be provided by SI&T as promptly as reasonably possible. Upon termination of the

agreement, all SI&T-owned equipment must be returned by Customer to SI&T in good working order within 15 days. Failure to do so shall result in liability to the Customer for the cost of replacement of the non-returned equipment in the amount equal to vendor's list price as determined by SI&T.

**Invoicing and Payment of Service:** Initial rates for the services are set forth on the SI&T Service Order form and are referred to as the "MRC" or "monthly" charges, and such rates shall be in effect for the duration of the Initial Term. During any renewal Terms, the rates shall be those contained in the then current SI&T price list unless otherwise agreed in writing by both parties. Payments for all services are due in advance on a monthly basis, except that, amounts for burstable or usage based services which exceed the base rate are due the month following service. The price of services described within does not include sales, usage, excise, ad valorem, property, USF or any other taxes or fees now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer agrees to pay for all monthly charges and any such taxes and fees.

**Late Payment / Non-Payment / Termination:** All bills are due and payable in full on the date shown on the bill. A late charge of \$15 plus the lesser of 1-1/2% per month or the maximum rate permitted by law may be applied to each of Customer's bills not paid by the due date. This late charge is applicable to the unpaid balance as of the due date. SI&T may suspend service when more than 5 days past due. Customer shall pay SI&T all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by SI&T in exercising any of its rights under the Agreement. Customer shall be responsible for and will reimburse SI&T for installation charges at list price, telephone company or other third party charges, including monthly service charges, incurred by SI&T in the fulfillment of this Agreement if: (i) the Agreement is terminated after execution but prior to initiation of the Products and Services; or (ii) there is a delay in the initiation of the Products and Services that is caused, through action or inaction, by the Customer. Customer shall pay immediately to SI&T, a lump sum equal to the charges for the remainder of the current Term of the Agreement, if this Agreement or any Service hereunder is terminated (i) by Customer for any reason, or (ii) by SI&T for any violation of this Agreement. Expiration of this Agreement or any Term hereunder does not alleviate Customer of responsibility for paying all unpaid, accrued charges due hereunder. Customer must dispute any charges for the Services within thirty (30) days of receipt of the invoice or Customer waives any objection. Customer shall be responsible for the full monthly service fee for the month during which the notice of termination of service is provided to SI&T.

**Maintenance Window:** 'Scheduled Maintenance Windows' are specified time periods during which SI&T may perform necessary network maintenance and/or network upgrades. In the event SI&T plans to bring down the Service or the Equipment during a Scheduled Maintenance Window, SI&T will provide a 24-hour notice to Customer in advance of the Scheduled Maintenance Window. In addition, SI&T reserves the right to perform any required maintenance work outside of the Scheduled Maintenance Window with a minimum of 12 hours notification to Customer. However, Customer understands that at any time and without notice SI&T may perform emergency maintenance as needed to preserve the overall integrity of the products and services offered as determined by SI&T.

**Survival:** Those provisions that by their nature are intended to survive the expiration or termination of this Agreement, including but not limited to, the obligations of confidentiality, limitations of liability, indemnification and infringement, payment obligations of Customer and collection rights of SI&T shall survive the expiration or termination of this Agreement.

**Limitation Of Liability & Indemnification:** Customer acknowledges and agrees that the Services are provided "as is, where is." SI&T shall have no liabilities other than the credits outlined within due to interrupted service. Credit allowances are under the sole discretion of SI&T. **SI&T makes no warranties with respect to the products or services of any kind whatsoever, express or implied, except as specifically provided in this agreement. The implied warranties of merchantability and fitness for any particular purpose are hereby disclaimed and excluded.** SI&T shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, hurricane, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, acts or omissions of other carriers, late delivery by suppliers or other difficulties of SI&T that may occur in spite of SI&T's best efforts. In no event shall SI&T, its employees, officers, agents, affiliates or vendors be liable for any special, incidental, indirect, punitive or consequential damages or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use services or products provided hereunder whether due to a breach of contract, breach of warranty, the negligence of SI&T or its employees, officers, agents, vendors or otherwise. Any legal action by Customer arising out of the provision of SI&T's services shall be brought within a period of ninety (90) days of the occurrence or shall be deemed waived. Customer agrees to indemnify and hold harmless SI&T, its employees, officers, agents, affiliates and vendors from any and all claims or damages relating to this Agreement.

**Transfer and Assignment:** Neither party, other than for collateral purposes, may sell, assign or transfer this Agreement without the prior written consent of the other party, except that SI&T may assign this Agreement to any of its affiliates or any person or entity who acquires substantially all of the assets of SI&T.

**Governing Law:** This agreement is governed by the laws of the state of Florida without regard to its choice of law provisions.

**Entire Agreement & Interpretation:** This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior, simultaneous, or contemporaneous agreements, written or oral, related to such matters. This agreement shall be binding upon the heirs, successors, and assigns of SI&T and Customer. No provision of this Agreement will be interpreted in favor of Customer or against SI&T by reason of the fact that SI&T has drafted this Agreement.