

Logical Net Service Agreement

Please read this Service Agreement carefully. Together with the Guidelines for Acceptable Use and the Privacy Statement, it governs your use of the Internet access and other information, communication and transaction services (collectively called the Service) provided to you by Logical Net. This Agreement, the Guidelines and the Privacy Statement supersede all prior communications and agreements with regard to their subject matter; the current version of each may be found at Logical Net's Web site at <http://www.logical.net>

Service

- 1.1. By completing the enrollment process to become a subscriber of the Service or by using the Service or any software provided by Logical Net ("Software") other than to read this Agreement, you agree to accept the terms of the Agreement (including the Guidelines and the Privacy Statement) as if you had signed it. Logical Net may change this Agreement at any time; such changes will be effective immediately upon transmission of notice by e-mail, postal mail, posting on Logical Net Web site or any other means. Each time you use the Service reaffirms your acceptance of the then-current Agreement. If you do not wish to be bound by this Agreement, you may discontinue using the Service and the Software and immediately terminate your account and Logical Net membership as set forth below.
- 1.2. Please refer to your initial signup communications for specific information with respect to your service level. Logical Net may discontinue or alter any service level or aspect of the Service at any time, without notice, without liability and in Logical Net's sole discretion.

Your Obligations

- 2.1. You agree to provide Logical Net with accurate, current and complete information, to the extent required by Logical Net for your registration as a subscriber of the Service or at any time thereafter, and to maintain and to update this information as required to keep it accurate, current and complete. You agree in your enrollment and in your use of the Service not to impersonate any other person or entity, and you represent that you are either 13 years of age or older, or have obtained consent to use the Service from your parent or guardian.
- 2.2. You are responsible and liable for any activity by any person who uses your account with the Service. Other users of your account will be bound by this Agreement as if they were you. You are responsible for maintaining the confidentiality of your password and for any liability resulting from disclosure of your password. You agree that, upon becoming aware that your password or account is (or possibly is) being used without

authorization, you will immediately change your password and notify Logical Net by sending e-mail to support@logical.net.

2.3. You are responsible for obtaining and maintaining the equipment and telephone services necessary to access and use the Service and for any telephone charges associated with connecting to and using the Service, including without limitation any telephone charges associated with the transmission to or from your computer of any information sent by or on behalf of Logical Net, including without limitation information of the types specified in Section 2.4 below. Depending on the access numbers you accept or select, your location and your calling plan, connecting to the access number(s) you accept or select may cause you to incur long distance or additional charges on your telephone bill. For a list of access numbers and their locations, call 1-800-600-0638 or visit www.logical.net. To find out whether you will incur any charges and, if so, the amounts of such charges, please contact your local telephone company. You are solely responsible for all telephone charges incurred by your use of the Logical Net Services and Logical Net will not reimburse you for any such charges.

2.4. Logical Net's policies relating to privacy and the collection and use of subscriber information are set forth in the Privacy Statement, which forms an integral part of this Agreement.

2.5. You agree in using the Service to comply with Logical Net's Guidelines for Acceptable Use. You acknowledge that you and members of your household, and not for corporate or excessive commercial use or for use provide the Service only for personal use by organizations or other groups of users.

2.6. You agree that Logical Net may establish general practices and limits concerning use of the Service. These may include, among others, the maximum number of days that unread e-mail messages will be retained by the Service, the maximum number of e-mail messages that may be sent from or received by an account on the Service, the maximum size of any e-mail message that may be sent from or received by an account on the Service, the maximum disk space that will be allocated on Logical Net's servers on a subscriber's behalf, and the maximum number of times (and the maximum duration for which) a subscriber may access the Service in a given period of time. Logical Net owns the Logical Net email service and network including, without limitation, email addresses. Email in inactive or terminated accounts may be deleted in accordance with Logical Net's policies. Logical Net uses a variety of techniques to eliminate email or attachments that Logical Net believes are unsolicited, inappropriate or harmful. In doing so, Logical Net may block or delete email or attachments sent by you or to you, even though such email or attachments may not be unsolicited, inappropriate or harmful. You agree that Logical Net is not responsible for any email or attachments that are blocked or deleted for any reason and that you have no right, and Logical Net has no obligation, to retrieve or access any such deleted or blocked email or attachments you acknowledge that Logical Net may implement prioritization practices in connection with accessing the Service and that your ability to establish and maintain a connection to the Service may be limited, in connection with such practices or otherwise. You acknowledge that any limits Logical

Net establishes may differ for different portions of the Service, and in particular may be set at different levels for subscribers based on factors determined in Logical Net's sole discretion, which may or may not include, among others, a subscriber's chosen service level, specific usage patterns, geographic location, the particular telecommunications carrier through which a connection to the Service is attempted or established, and/or a subscriber's participation in certain programs designed to generate revenues for Logical Net. You acknowledge that Logical Net may restrict or limit the use of third party software or services in connection with the Services you also acknowledge that Logical Net reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice

Content

3.1. You acknowledge that information, communications, photographs, video, graphics, software, music, sounds and other materials may be accessible to you through your use of the Service. You acknowledge that, as a matter of policy, Logical Net does not pre-screen such materials, but that Logical Net has the right (but not the obligation) to remove from its computer servers materials (including, without limitation, materials created, posted, uploaded or transmitted by you) that Logical Net, in its sole discretion, determines to be in violation of the Guidelines. You further acknowledge, however, that Logical Net does not have the capability to monitor, review, restrict, edit or remove materials made available by third parties on the Internet, and you agree that you must evaluate, and bear all risks associated with, the use of any materials, including any reliance on the accuracy, completeness, or usefulness of such materials. The fact that Logical Net provides a link to a particular Web page is not an indication that we endorse that site's policies or the content or products available from that particular site.

3.2. You acknowledge that materials available through the Service may be protected by copyright, trademarks, and other intellectual property rights. You agree that your use of such materials is governed by all applicable laws and regulations, and by any further restrictions placed on such materials by their owners or licensors.

3.3. You acknowledge that the Service may provide certain public areas (e.g. message boards, newsgroups, forums, and public mailing lists), and that Logical Net is a distributor (and not a publisher) of information disseminated by persons using the Service. By posting, uploading or transmitting material to any such area, you are requesting Logical Net and/or its partners to make such material available to others, and you are acknowledging that placing such material in a public area will result in copies of such material being transmitted to others. By posting, uploading or transmitting material to any public area, you (i) grant to Logical Net and/or its partners a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license (including the waiver of any moral rights) to use, reproduce, modify, adapt, publish, distribute, display, and create derivative works from, such material (in whole or in part) and to incorporate it into other works in any form, media or technology (whether now known or later developed) and (ii) warrant that the owner of any rights in the material, including intellectual property and moral

rights, has waived such rights and has given you the right to grant the license described above

Software License

4.1. Logical Net grants to you a personal, non-transferable, non-exclusive license to use the Software (in object code form only) to access the Service subject to the terms and conditions of this Agreement. The Software is licensed, not sold, to you by Logical Net and may be used only to connect to the Service from the United States of America and such other locations as Logical Net may authorize.

4.2. You may copy and archive the Software, and you may distribute copies of the Software to third parties, provided that all such copies contain the same copyright notice and proprietary markings as are on the original Software; and provided further that you do not sell, transmit or otherwise dispose of any copy for compensation or as part of a commercial offer. Notwithstanding the foregoing, Logical Net may, at any time, and in its sole discretion, prohibit your distribution or your further distribution of the Software to third parties and require you to discontinue any such activity.

4.3. You agree not to translate, reverse engineer, reverse compile, disassemble or make derivative works from the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software including, without limitation, for the purpose of obtaining unauthorized access to the Service or disabling features of the Software or Service. Except as may be permitted by Logical Net, you agree not to access the Service by any means other than through the interface that is provided by Logical Net or its partners for use in accessing the Service.

4.4. The Software includes certain cryptographic software that may be subject to any applicable export controls, including the U.S. Export Administration Act. The Software may not be exported to any country or to any foreign entity or "foreign person" to the extent prohibited under applicable government regulations. By downloading or using the Software, you are acknowledging and agreeing to the foregoing limitations on your right to export or re-export the Software, and are also representing and warranting that you are neither on any applicable government's lists of export precluded parties nor otherwise ineligible to receive software containing cryptography that is subject to any applicable export controls.

4.5. You acknowledge and agree that (i) you are not acquiring the license granted hereunder on behalf of a government agency and (ii) the license granted hereunder is not being acquired pursuant to a government contract.

4.6. You acknowledge that Logical Net and its suppliers retain all title, rights (including, without limitation, intellectual property rights) and interest in the Software, except as expressly licensed in this Agreement. All rights in the content, information and materials accessed through use of the Software are the property of the applicable content owner and

may be protected under intellectual property and other applicable laws. You agree that Logical Net's suppliers are direct and intended third party beneficiaries of this Agreement

Fees

5.1. As a subscriber of the Service you are solely responsible for any charges to your account and any activities conducted through your account. By using a credit card or other payment method to pay for any billable portions of the Service, you expressly authorize Logical Net or its agents to charge all fees and other charges incurred in connection with your service to the credit card or other payment method you have designated, and such authorization will remain valid unless revoked by you pursuant to Section 8.2. If you use a credit card and Logical Net does not receive payment from the card issuer or its agents, you agree to pay all amounts due upon demand by Logical Net. Fees are non-refundable, except as otherwise provided in this Agreement.

5.2. You may change your designated payment method by contacting Logical Net in the manner specified for that purpose on Logical Net's Web site or by calling the Logical Net customer service number (1-800-600-0638 as of the date of this Agreement). Logical Net reserves the right to accept other forms of payment or to modify the forms of payment it will accept. If Logical Net elects to authorize alternative or additional methods of payment, your designation of such a method of payment will be deemed to be an authorization to Logical Net to bill you, in a manner appropriate to your designated payment method, for all fees and other charges incurred in connection with your service. We reserve the right to charge a \$25.00 fee for all returned electronic checks.

5.3. All billing is done on an anniversary basis. All accounts automatically renew at the end of your subscription period unless you notify us of your wish to change your subscription rate, period or payment method. Notifications must be made at least 30 days prior to the end of your subscription period by calling 1-800-600-0638 and confirming with our customer service representatives. A personal phone call with proper User ID and Password are required to authorize changes to an account. Without such notification your account is automatically billed and charged at the current rate for your subscription period. Credit card accounts and electronic check accounts are billed automatically. You agree that payment is due whether you use the service or not, unless arrangements have been made to cancel or suspend the service. You must provide payment by credit card, direct debit (such as VISA check card), or check, in advance. Payment is due on the 1st day of your current period. (Certain exceptions are made for accounts approved by Logical Net for corporate billing.) If any payment due hereunder is not made by the you within **thirty (30)** days after the invoice date, late charges of one and one-half percent (1 1/2%) per month may be due and payable with respect to such payment, and Logical Net may, in addition, at its sole discretion and without notice to the you, suspend or terminate the Service. Any account with a past due balance of **30 days** or more is subject to automatic suspension. Suspended accounts will continue to be billed according to the normal billing procedures and subject to all stipulations and collections listed above including a \$25.00 collection

fee. All charges are deemed correct unless disputed in writing within 30 days of the invoice date or the credit card charge date

5.4. Your subscription to any billable portion of the Service will continue and renew automatically, unless terminated by Logical Net or until you notify Logical Net pursuant to Section 8.2 of your decision to terminate your subscription to a portion of the Service. Logical Net reserves the right at any time to change its fees and charges for use of portions of the Service, to institute new or additional fees, and to change its policies, methods, and procedures with respect to pricing, billing, cancellations, and surcharges. Although Logical Net expects to provide e-mail or other notice to you prior to increasing the price you pay for the Service, Logical Net shall not be required to do so before making any of the changes described. You may obtain current pricing information for different service levels, as well as information about policies, methods and procedures with respect to pricing, billing, cancellation and surcharges (i) by calling the Logical Net customer service number (which is 1-800-600-0638 as of the date of this Agreement), (ii) through Logical Net's Web site, or (iii) by sending e-mail to billing@logical.net. Logical Net may modify the means of accessing rates and billing information in its sole discretion.

5.5. In addition to fees for your subscription to any billable portion of the Service, you agree to pay all sales, use, value-added, personal property or other governmental taxes or levies imposed on fees for the Service or goods or services that you purchase through the Service.

No Warranties

6.1. You agree that use of the Service is at your sole risk. You acknowledge that the Service may provide access to the Internet, but that the Internet is not owned, operated or managed by Logical Net.

6.2. With respect to information, goods and services provided or accessed on or through the Service or otherwise available on the Internet, Logical Net (i) has no responsibility or obligation with respect to (and does not endorse) any information, good or service, (ii) makes no warranties whatsoever (express or implied) with regard to any information, good or service (including, without limitation, warranties of accuracy, completeness, usefulness, merchantability, safety or fitness for a particular purpose), (iii) will not be a party to a transaction between you and any other user of the Service and (iv) will not be liable, under any circumstance, for any loss, cost or damage arising directly or indirectly from any act or omission of any person or from any information, good or service; except to the extent the foregoing may not be disclaimed under law. Logical Net does not assume liability to subscribers or any other users or members of user's household for any failure to enforce the Guidelines.

6.3. Logical Net AND ITS PARTNERS DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE NOR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SERVICE. Logical Net

DOES NOT GUARANTEE CONNECTIVITY AT ANY TIME, FOR ANY LENGTH OF TIME OR AT ANY SPEED. THE SERVICE AND THE SOFTWARE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES WHATSOEVER (EITHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Logical Net DOES NOT WARRANT THAT Logical Net SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY INTERNET SERVICE OR Logical Net SERVICES IN PARTICULAR. NO ORAL ADVICE OR WRITTEN (INCLUDING ELECTRONIC) INFORMATION PROVIDED BY Logical Net, ITS EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS OR AUTHORIZED USERS WILL CREATE A WARRANTY, NOR SHOULD YOU RELY ON ANY SUCH ADVICE OR INFORMATION.

6.4. UNDER NO CIRCUMSTANCES (INCLUDING NEGLIGENCE AND FUNDAMENTAL BREACH) WILL Logical Net OR ANYONE ELSE INVOLVED IN PROVIDING THE SERVICE OR SOFTWARE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES FROM OR THROUGH THE USE OF OR INABILITY TO USE THE SERVICE OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. Logical Net'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE OR THE SERVICE WILL BE REPLACEMENT OF MEDIA CONTAINING THE SOFTWARE THAT Logical Net DEEMS TO BE DEFECTIVE OR THE TOTAL AMOUNT OF SERVICE FEES PAID BY YOU DURING THE PRIOR YEAR, IF ANY. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. IN JURISDICTIONS WHICH RESTRICT LIMITATION OF LIABILITY PROVISIONS, Logical Net'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Indemnification

You agree to indemnify and hold harmless Logical Net and its affiliates and their respective officers, directors, employees and agents against any liability, damages or other expenses (including attorneys' fees and costs) arising from your use of the Service (including, without limitation, your dissemination of any information on the Service).

Termination

8.1. Logical Net may terminate your access to the Service and your account at any time, for cause or for no cause, with or without written (including electronic) notice. Upon termination, you will have no right to continue to use the Service or access any stored

content on the Service (and any such content will be forfeited). You acknowledge that if an account on the Service is terminated (or if you delete your account from Logical Net's central computers), any unread e-mail sent prior to termination (or deletion of your account) may be deleted from the Service.

8.2. You may cancel billing for your service at any time by calling Logical Net's cancellation service number (which is 1-800-600-0638 as of the date of this Agreement) or by using such other means as Logical Net may make available from time to time, provided that you will remain liable for any fees to which you have committed at the time of registration. REFUNDS FOR THE MONTH WILL ONLY BE MADE IF YOU TERMINATE YOUR SERVICE PLAN WITHIN 2 DAYS OF YOUR SERVICE ANNIVERSARY, ALL CANCELLATIONS MADE SUBSEQUENT WILL BE EFFECTIVE STARTING ON YOUR NEXT SERVICE ANNIVERSARY DATE. YOU WILL BE LIABLE FOR THE COST AND FEES FOR ALL SERVICE UP TO CANCELLATION DATE. If you are dissatisfied with this Agreement or any terms, policies, or practices of Logical Net in operating the Service, any content available through the Logical Net Service, or any change to any of the foregoing, your sole recourse is to cancel your service. Deleting your account from Logical Net's central computers or removing the Software from your computer will not cancel billing for your service.

Miscellaneous

9.1. The failure of either you or Logical Net to insist upon or enforce strict performance by the other of any provision of the Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between you and Logical Net nor trade practice will act to modify any provision of the Agreement.

9.2. If any provision of this Agreement is held to be unenforceable for any reason, that provision will be reformed only to the extent necessary to effect the original intentions of the parties, and the remainder of this Agreement will remain in full force and effect.

9.3. This Agreement and its enforcement will be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts-of-law principles. You consent to the exclusive jurisdiction of the state and federal courts situated in the State of New York in connection with any action arising under this Agreement or relating to the Service or Software, and to having any judgment or order from such jurisdiction recognized in any other court, tribunal or other governmental body in order to have the same enforced against you. Any cause of action brought by or on behalf of you with respect to this Agreement, the Service or Software must be commenced within one year after the claim or cause of action arose.

9.4. Information for California Residents. Under California Civil Code Section 1789.3, users that are residents of California are entitled to the following consumer rights information: the Complaint Assistance Unit of the Division of Consumer Services may be

contacted in writing at 400 R Street, Suite 1080, Sacramento, CA 95814 or by telephone at (916) 445-1254.

9.5. For the purposes of this Agreement, references to including shall mean "including, without limitation," unless such language is already set forth.