

Attachment "A"
Service Addendum
Broadband Data IP Services Terms And Conditions

If you subscribe to any of the following services ("Broadband Connectivity & Services"), the terms and conditions below apply to your use of the service(s) in addition to the terms of the Agreement.

- 1.** Service Description: Customer agrees to purchase Internet Access Services (Services) from Level365 Holdings LLC dba Level365 Communications (Level365). The services provided are listed on the attached Service Order Form and the prices to be paid by the Customer are listed on the attached Service Agreement. Level365 agrees to allow Customer to connect computing facilities at Customer's Service Address to the Level365 network to connect to the Internet in accordance with the terms of this agreement. Level365 provides services to the Customer for the sole use of the Customer and the Customer agrees not to resell Internet Access Services.
- 2.** BILLING: Level365 will bill the Customer for Services on a monthly basis. The initial bill may include non-recurring installation charges. Bills are due and payable within fifteen (15) days of receipt of invoice by the Customer. Payments will be submitted in advance of receiving services and will be in accordance with the standard billing procedures set forth by Level365. Customer will be subject to a late payment fee of 5% of the monthly fee or \$15.00 whichever is greater if a payment is 5 days or more past due.
- 3.** EQUIPMENT RECOVERY: Upon termination of the contract, including expiration of the Service Period (unless extended), you agree to return to us all hardware (other than hardware which you have purchased), which we have provided to you in connection with the Service in working order. In the event that the hardware is not returned to us within 20 days, allowing such termination or expiration, we will charge you the un-depreciated list price of the un-returned hardware, in addition to all applicable late return fees and sales tax.
- 4.** Acceptable Use Policy: You agree to use the Service in accordance with our acceptable use policy (AUP). Our current AUP is published at <http://www.level365.com/support/terms-and-conditions/>. We reserve the right to make reasonable changes to our user agreement without notice.
- 5.** INDEMNIFICATION: Customer agrees to indemnify and hold harmless Level365 from any claims resulting from the Customer's use of the service that causes direct or indirect damage to the account holder or another party. Customer agrees to indemnify and hold harmless Level365 from any and all lawsuits, judgments, decrees, costs and expenses, any attorney fees arising from the customer's use of the services provided by Level365. The indemnification includes costs, reasonable attorney's fees and other expenses of Level365 related to such claims.
- 6.** LIMITATIONS OF LIABILITY: Customer agrees that Level365 has no liability for damages to Customer's personnel or equipment while located at the Level365 premises, other than damages attributable to the willful misconduct by Level365. Customer also agrees to the limitations of liability as defined in the Level365 Master Service Agreement.
- 7.** Network Access: Customer agrees to comply with the rules and regulations appropriate to any network that is being accessed through Level365. Any attempts to break security, run password crackers or to access another person's account will result in termination of Customer's account without notice and Customer will be subject to any applicable termination charges as specified in paragraph 10 below (Termination Liability).
 - 7.1.** Level365 exercises no control whatsoever over the content of the information passing through its network. The Customer is aware that the information that is available or obtainable from Level365 or interconnecting networks may not be valid or accurate. Level365 makes no warranty of any kind, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or information residing on or passing through any networks. Use of any information obtained from or through services provided by Level365 will be at Customer's own risk.
- 8.** Installation and Facilities: In the event that a Customer fails to keep an installation appointment, Level365, may charge Customer a fee to recover its related costs, not to exceed \$300.00. Level365 shall use commercially reasonable efforts to provide installation and maintenance functions for its services. Level365 shall not be responsible for service issues concerning a Customer's computer or related software. Customer acknowledges and understands that the lack of facilities or other operational impediments may preclude or delay actual installation and/or the continued delivery of service.
- 9.** Termination Liability: This Agreement shall have a minimum term of one year, unless a different term is set forth on the Service Order, commencing on the date of installation and shall thereafter automatically renew for successive one year terms, unless terminated as set forth herein or unless written notice of non-renewal by either party is delivered to the other party at least thirty (30) days prior to the end of the then current term.
 - 9.1.** Base Termination Charge: An amount equal to the monthly usage commitment multiplied by the number of months remaining on the initial or renewal term or \$500, whichever is greater. Termination liability is billed in one lump sum.
 - 9.2.** Promotional Termination Charge: An amount equal to any promotional credit, discount, or fee waiver (if applicable) provided to the customer. Termination liability is billed in one lump sum.
- 10.** Termination Without Liability: A customer may terminate this Agreement without liability under either of the following conditions:
 - 10.1.** Customer requests, and remains on, a new Level365, agreement with a term equal to or greater than the number of months remaining on the Customer's existing term plan and a reoccurring monthly charge (RMC) equal to or greater than its existing RMC.
 - 10.2.** A new Customer of Level365 (who was not receiving services through Level365, prior to the execution of this Agreement) provides written notification to Level365 postmarked within three (3) days after the initial agreement of service, to cancel the Agreement. The new Customer is responsible for payment for services used through the date upon which service is terminated.