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SINCE 1986

WEBSITE DEVELOPMENT ♦ INTERNET BANDWIDTH ♦ APPLICATION DEVELOPMENT ♦ VPN SOLUTIONS ♦ VOIP SERVICES ♦ SERVER COLOCATION

The following Terms and Conditions of Use are included by reference in all TLS INTERNET ACCESS contracts.

TERMINATION

Upon expiration of the Service Term the Monthly Charge will revert to the prevailing month-to-month rate unless client renews this contract or terminates service at the expiration of the Service Term (Expiration Date) by providing written notice to TLS of their desire to so terminate at least thirty (30) days in advance of the Expiration Date.

Prior to the completion of the Service Term client may renew this contract at current prevailing rates without incurring early termination charges provided the new Service Term is for an equal or greater number of months than the original Service Term. In the event client terminates the service prior to the expiration of the Service Term, client will be liable for an early termination charge, which will be equal to the current monthly charge for the total number of MONTHS REMAINING in the Service Term.

TLS may terminate this contract in whole or in part for the Client's refusal in any material respect to perform its obligations under this contract, or the violation of any material terms or conditions of this Contract, provided however, that TLS notify the Client in writing (including electronic mail).

TEMPORARY SUSPENSION

Client agrees and acknowledges that unless and until past due invoices are paid in full, TLS reserves the right, in its sole discretion to suspend all services pending receipt of payment. Service will be restored within 24 hours of receipt of payment plus a re-connect charge of forty dollars (\$40.00) per incident. A fee of forty dollars (\$40.00) will be charged to the client's account for any check returned to TLS unpaid. In the event of non-payment of the Monthly Charges, Client agrees to pay all reasonable attorney fees related to collection of payments described in this contract.

NON-TRANSFERABLE

The client may not sell, resell, assign, or transfer these services or this contract without the prior written consent of TLS. This includes resale of service(s), either in whole or in part.

TLS LIMIT OF LIABILITIES

TLS is responsible only for the maintenance and operation of equipment owned by TLS and is not responsible for the performance of any equipment that is not owned by TLS. In no event shall TLS be liable for any direct, indirect, consequential, incidental or acts of God whatsoever. This includes but is not limited to damages for loss of profits, interruption of service or loss of data arising out of the use or inability to use TLS service, even if TLS has been advised of the possibility of such damages. In the event of an interruption in service, which is not due to the negligence or willful act of Client or his assigns, the maximum liability of TLS for failure to perform or provide the services it has agreed to perform and provide hereunder will not exceed a credit to the client's account for the total number of days the client's service was interrupted. The failure of TLS to enforce this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time. The Client agrees that, if any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

DISPUTE RESOLUTION

If the Client has any dispute or seeks any cure (including billing issues) regarding this Agreement, it shall notify TLS via TLS's standard Client service interfaces (phone, email, US Mail) regarding the nature and basis of the dispute or requested cure within 30 days of the disputed event or statement date, or the dispute/cure shall be waived. Both TLS and the Client shall diligently work toward resolution of all issues. The Agreement and the relationship between the parties shall be governed by the laws of the State of Indiana, County of Bartholomew without regard to its conflict of law provisions. The parties agree to submit to the exclusive jurisdiction of the courts located within the state of Indiana, County of Bartholomew. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in

Let TLS take care of it

full force and effect. Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

CLIENT USE AND ACTIVITY

Client is responsible for payment of all fees, surcharges and taxes associated with the services provided herein.

The use of the Services for any activity that violates any local, state, federal or international law, order or regulation is a violation of this Agreement. Prohibited activities include, but are not limited to:

- Posting or disseminating material that is unlawful (such as child pornography or obscene material).
- Disseminating material that violates the copyright or other intellectual property rights of others. The Client assumes all risks regarding the determination of whether material is in the public domain.
- Pyramid or other illegal soliciting schemes.
- Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

The Client is responsible for any misuse of the Services that have been contracted for, even if a friend, family member, guest, or employee of Client committed the inappropriate activity with access to the Client's account.

The Client must take steps to ensure that others do not gain unauthorized access to the Services. The Services may not be used to breach the security of another Client or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the Client, logging into or making use of a server or account the Client is expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

If any problems arise with the service provided herein, Client must notify TLS in writing and/or Electronically and provide TLS a reasonable period of time to address and correct the problem. The Client may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any Client, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is prohibited. The Client is solely responsible for the security of any device the Client chooses to connect to the Services, including any data stored on that device. TLS recommends that any files or services the Client chooses to make available for remote access be protected with a strong password (at least 8 characters and use of both numbers and letters) or as otherwise appropriate.

Neither TLS nor any of its distribution affiliates can assume any responsibility for the content contained on the Internet or otherwise available through the Services. The Client must assume the risk of accessing content through the Service, and neither TLS nor any of its distribution affiliates shall have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content.

The Client is solely responsible for any information that the Client publishes on the web or other Internet services. The Client must ensure that the recipient of the content is appropriate. TLS and its distribution affiliates reserve the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

TLS has no obligation to monitor transmissions made on the Services. However, TLS has the right to monitor such transmissions from time to time and to disclose the same in accordance with this Agreement.

By using the Services to reproduce, publish, display, or transmit and distribute content, the Client is warranting that the content complies with this Agreement.

The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious messages.

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The Services may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this Agreement or the acceptable use policy of any other Internet service provider. Moreover, unsolicited email may not direct the recipient to any web site or other resource that uses the Services.

The Client may not reference the TLS network (e.g. by including "Organization: TLS" in the header or by listing an IP address that belongs to the TLS network) in any unsolicited email even if that email is not sent through the TLS network. "Mail bombing" is prohibited. That is, the Client may not send numerous copies of the same or substantially similar messages, nor may the Client send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

The TLS network is not responsible for the forwarding of email sent to any account that has been suspended or terminated. Such email will be returned to sender, ignored, deleted, or stored temporarily at the sole discretion of TLS.

The services may not be used to perform chat "flooding." Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text.

FORCE MAJEURE (EVENTS BEYOND OUR CONTROL).

TLS shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of TLS that may occur in spite of TLS's best efforts.

TLS AS AN INDEPENDENT CONTRACTOR

TLS and CLIENT agree and acknowledge that TLS' relationship with CLIENT is and will be that of an independent contractor and nothing in this agreement is intended to or should be construed to create a partnership, joint venture or employment relationship.

MAINTENANCE

From time to time, TLS may conduct routine tests, maintenance, upgrades or repairs on any part of the TLS network and TLS shall use its best efforts to give the client prior notice thereof.

MISCELLANEOUS

Additional charges may be incurred for circuit expedites, extended demarc or additional wiring. Client will be responsible for these additional charges. This Contract is subject to all Terms and Conditions of Use for Internet Services provided at www.tls.net which is incorporated herein by reference.

DSL is a BEST EFFORT service. Final determination of speed and service availability will be made at the time of installation. Client's speed may vary depending on, among other things, the quality of the copper line to each location.

TLS shall be entitled to recover any and all costs incurred in enforcing the terms of this Contract, including but not limited to all court costs and attorney fees.