



E&E Services Subscriber Agreement

SUBSCRIBER AGREEMENT

ORGANIZATION E&E Enterprises Global, Inc. 101 Research Dr. Hampton, VA 23666
This Subscriber Agreement is organized as follows:

- Part I** The Services, Subscribers, the Subscription and the Subscriber Agreement;
- Part II** Payment;
- Part III** License, Use of the System, Prohibited Conduct, Terminations
- Part IV** Grant of Rights by Subscriber to E&E Enterprises Global, Inc./ and Disclaimers
Acknowledgments, and statement of Subscriber's Obligations
- Part V** Miscellaneous/Maintenance
- Part VI** Signature Page.

PLEASE note that equal attention should be paid to all Subscriber Agreement terms, regardless of their placement or order.

PART I THE SERVICE, SUBSCRIBERS, THE SUBSCRIPTION AND THE SUBSCRIBER AGREEMENT

1. GENERAL.

This Subscriber Agreement (the "Agreement") sets forth the terms and conditions which apply to the use of the Services (as hereinafter defined) provided by E&E, to Subscriber and Subscriber agree that no representation, warranty, term or condition, other than those specifically set forth in this Agreement, will be specifically binding on E&E. All agreements are deemed to be 12 months from the date of services unless negotiated otherwise and will automatically renew and continue in force until canceled by the customer in a manner prescribed by E&E Enterprises Global, Inc.

An online version of this Agreement may be accessed at <http://www.eeenterprisesinc.com/satellite-internet-access/subscriber-agreement.html>

2. THE SERVICES.

(a) E&E will make available to Subscriber, subject to the terms, conditions and obligations contained herein, one or more of the following, based upon the selections made by Subscriber: a T1, DSL, ADSL, SDSL, OC etc. or satellite two-way broadcast/receive data services system, along with various services and products which may include: internet access, email, web hosting, messaging services, firewall, VPN, Acceleration and Compression technologies, digital package delivery, IP Multicasting, TV channel IP streaming and various other services which may be made available in the future (collectively, the "Services").

(b) Subscriber understands that the prices, terms and conditions for the Services are subject to such additional terms as may be spelled out on E&E's web site www.eeenterprisesinc.com (the "Web Site") or in the Customer Service Order/Quote (the "Service Order"). Subscriber/purchasing agent/end user agrees to all terms and conditions set for in the subscriber agreement and or quote upon delivery of a valid purchase order or purchase request with a signed Subscriber Agreement (see signature page). Subscriber agrees not to terminate the contract for any reason prior to the end of the initial period of service, which is currently 12 months from the start of service (ACS Activation).



(c) Subscriber also agrees that for the purposes of this Agreement, all use of Subscriber's account, whether or not authorized by Subscriber, is deemed to be Subscriber's use. All applicable GSA schedule rules and clauses apply unless otherwise stipulated by law. Signature is not required by the Subscriber; acceptance of the quoted services and receipt of a Purchase order or Purchase Request of any kind by E&E constitutes a binding agreement and agreement to all Terms and Conditions set forth in the Subscriber Services Agreement. Termination is In Accordance With the Terms of the agreement.

3. MODIFICATIONS; RIGHTS OF CANCELLATION OR SUSPENSION

3.1 MODIFICATION OF THIS AGREEMENT.

(a) E&E may at any time add, modify or delete any provision of this Agreement, including, without limitation, pricing and billing terms, and E&E also reserves the right to add to, modify or delete the E&E Terms of Use and Acceptable Use Policy (the "Terms of Use") at any time, by posting notice of such changes on the Web Site.

(b) Subscriber's continued use of the Services, following any notice of a change will constitute Subscriber's acceptance of such change. If Subscriber does not agree to any change, Subscriber must immediately stop using the Services and notify E&E that it is terminating its subscription to the Services only after the first term of services expires, currently 12 months from the date of the start of service or pay a \$620.00 termination fee per site plus the remaining monthly service fees.

3.2 MODIFICATION TO THE SERVICES.

E&E has the right to change, discontinue, augment, or revise any aspect or feature of the Services, in its sole discretion and without notice, including but not limited to content, access to support services, publications, equipment, system requirements and any other products or services ancillary to the Services or Subscriber's subscription to the Services. E&E specifically reserves the right, in its sole discretion, to change, supplement, delete, discontinue, or remove any software, file, publications, information, communication, or other content relating to or transmitted through use of the Services.

3.3 TERMINATION BY SUBSCRIBER.

(a) Subscriber may cancel this Agreement at any time with 30 days' prior written notice; however Subscriber remains responsible for any termination fee subject to Section 3.1(b) and or 5.3 of this Agreement.

(b) If Subscriber does not terminate the Agreement in accordance with the terms and conditions specified herein, Subscriber will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated, pursuant to the terms of this Agreement or the Service Order, or E&E has acknowledged such termination in writing.

(c) Subscriber agrees that any attempt to terminate the Agreement before the expiration of the term stated within the Service Order or Section 5.3 of this Agreement will subject Subscriber to a cancellation charge or other similar service charge, as set forth in Section 5.3 of this Agreement.

3.4 TERMINATION OR SUSPENSION BY E&E.

(a) The parties agree that E&E, in its sole discretion, has the right to immediately suspend or terminate the Subscriber's account and the Agreement if Subscriber, or a user of Subscriber's account, breaches any provision of the Agreement or the Terms of Use.

(b) E&E additionally reserves the right, in its sole discretion, to suspend or terminate the Subscriber's account and the Agreement at any time, with or without notice, or terminate or suspend Subscriber's access to or use of the Services, in whole or in part (and/or with respect to any user of Subscriber's account) with 30 days prior written notice to Subscriber.

3.5 CONTINUATION OF OBLIGATIONS.



(a) Notwithstanding any suspension, cancellation or termination of the Agreement or Subscriber's account or access to the Services, Subscriber will remain responsible for any obligations accrued to the date of such suspension, cancellation or termination, including payment of any charges that may be due as a result of, or in connection with, such suspension, cancellation or termination.

(b) If Subscriber's access to, or use of, the Services is partially or totally suspended, cancelled or terminated as a result of an actual, threatened, or alleged violation of this Agreement, the Terms of Use, or any law or legal obligation, by Subscriber or any user of Subscriber's account, Subscriber's payment and other obligations under the Agreement will continue in full force and effect notwithstanding such suspension, cancellation or termination.

4. WHO MAY USE THE SERVICE - RESPONSIBILITY AND SUPERVISION.

4.1 ACCOUNT SETUP.

Subscriber represents that Subscriber is a properly organized business, educational or government entity and that the signer is at least 18 years old and is authorized to execute this Agreement on behalf of the Subscriber. Subscriber agrees that Subscriber is responsible for installing, establishing, and setting up, and for verifying and maintaining, the account, options, settings, and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information and configuration information. Notwithstanding any acknowledgment of a Subscriber's purchase order by E&E, the parties agree that any provision or condition in any purchase order, voucher, or other memorandum drafted by Subscriber which conflicts with, or adds to E&E' obligations under the this Agreement is invalid.

4.2 MULTIPLE USES OF ACCOUNT.

Multiple users are allowed up to the specified number of supported concurrent users for all services.

4.3. SUBSCRIBER RESPONSIBILITY.

(a) Subscriber is responsible for all access to and use of the Services through Subscriber's account or password(s) and for any fees incurred for service, software or other merchandise purchased thereon, and any other expenses incurred in accordance with the terms of the Agreement or the Terms of Use., such as "Out of Scope" charges. Subscriber agrees to pay all amounts billed by E&E for such service, software, merchandise, or other expenses and any related fees, taxes and charges even if the charges are under dispute.

(b) Subscriber will limit use of its account to its employees or other authorized persons. Subscriber will not resell or provide the service, for any fee or charge, to any person.

(c) Subscriber acknowledges that areas accessible on or through the Services may contain material that is unsuitable for minors (persons under 18 years old) and agrees to supervise minors' use of the Services through Subscriber's account.

(d) Subscriber hereby ratifies and confirms any actions taken, obligations incurred, or any promises or permissions made by a minor using Subscriber's account.

PART II

PAYMENT

5. FEES AND PAYMENT.

5.1 FEES, TAXES AND OTHER CHARGES.

(a) All fees, charges and payment obligations of Subscriber are due and payable to E&E only in U.S. dollars based on the current daily exchange rate as listed by the US Federal Reserve. Subscriber will pay to E&E, in accordance with the provisions of the Service Order and its associated price schedules, any registration or



monthly fees, support fees, software or hardware upgrades, connect time charges, ISP service charges, minimum charges, all applicable taxes and other amounts charged to or incurred by Subscriber, or by users of Subscriber's account, at the rates in effect for the billing period in which those amounts are charged or incurred.

(b) E&E will make information on charges and surcharges (if any), incurred by Subscriber or by users of Subscriber's account, which are payable to E&E available to Subscriber upon request, via email. Subscriber agrees that online or email access to changes and surcharges payable to E&E, by Subscriber, is sufficient notice for all purposes. Additional terms relating to pricing, billing, and payment and which are incorporated into this Agreement are set forth in E&E's Service Order and on the Web Site.

5.2 PAYMENT.

(a) E&E will make available to Subscriber an email statement for each billing cycle showing payments, credit purchases, and other charges. E&E will charge all monthly and other charges to the Subscriber's credit card, if applicable.

(b) Payment for the Services is due in full on or before the first day of the subsequent 30 day billing period (the "Due Date"). Commercial Customers OCONUS payment is due in full for the upcoming month in order for service to continue. Failure to deliver payment by the Due Date is a breach of this Agreement. Subscriber understands that if payment is not received by E&E by the Due Date, E&E, in its sole discretion, may charge interest on the delinquent balance at the rate of one and one-half percent (1.5%) per month, prorated on a daily basis. E&E also reserves the right to suspend or inactivate Subscriber's access to the Service(s).

(c) Subscriber agrees to designate an EMAIL CORRESPONDENCE address, which is the address to which E&E will send billing or other important notifications. Such designation must be made by submitting the appropriate email address to thill@eenterprisesinc.com or accounting@eenterprisesinc.com. Until such time as Subscriber designates such address, Subscriber will be responsible for checking its account for billing or other information. Subscriber can access its account through the Customer Support section of the E&E accounting department or by calling 757-826-9532, M-F 0900-1630 EST.

(d) Subscriber consents to any service fees charged by E&E for all returned checks and bank card and charge card charge backs. The current fee is \$50.00 per returned check or charge back. Any changes to this fee will be posted on the subscriber's bill. If Subscriber's check is returned to E&E, or a bank card or credit card charge charged back, Subscriber agrees to submit to E&E a money order or cashier's check in the amount of the returned check or charge back, plus the \$50.00 service fee. Interest for unpaid portions of the subscriber's bill will be charged at a rate of 1.5% per billing period. Subscriber agrees to pay interest without dispute for unpaid portions of subscriber's bill. E&E's preferred method of payment is Electronic Funds Transfer (EFT), Credit Card, Business Draft or government check. E&E does not accept personal checks for goods and services unless approved by the CFO, CEO, CAO, or CTO, CM. E&E will accept monthly payments for services rendered only as a convenience for the customer. (e) All contracts are deemed to be 12 months minimum duration unless negotiated in writing between the concerned parties. (f) Subscriber consents to pay as a minimum 50% of the equipment cost, Out of Scope Installation Charges, first month's service and first month's maintenance fees for orders in advance, or for OCONUS orders. E&E reserves the right to waive this requirement at its own discretion. E-mail Purchase Orders to purchaseorders@eenterprisesinc.com or Fax to 757-265-9750.

5.3 COMMENCEMENT AND DURATION OF SUBSCRIPTION FEES.

(a) Subscriber acknowledges that (subject to any exceptions granted by E&E) a monthly subscription fee (the "Fee") will be charged to Subscriber for each and every month (12 month minimum duration), or any part thereof, in which Subscriber is a subscriber to the service irrespective of whether the Subscriber has access to the Services due to any suspension for non-payment, technical problems beyond E&E's control. The Fee will be charged to Subscriber's account each month until Subscriber cancels its subscription in accordance with the terms of this Agreement or the Service Order.



(b) Consistent with Section 3.1(b), 3.3 and 5.3 of this Agreement, Subscriber may cancel his or her account at any time after the initial term of service, and is subject to a cancellation fee. Unless otherwise stated, the Services are provided for a period of one year (12 month) (the "Initial Term"). After the Initial Term the services will be renewed automatically for an additional 12 month period. If Subscriber cancels the Agreement during the Initial Term, the cancellation fee will be equal to the monthly charges multiplied by the number of months remaining in the Initial Term, and or US \$1,250.00 whichever is less, except as otherwise provided for in the Service Order.

(c) Subscriber will not be charged the Fee for subsequent months after the billing month in which Subscriber cancels or terminates his or her account in accordance with the terms and conditions stated herein and the fees have been paid.

(d) In its sole discretion, E&E may, but is not required to, accept partial payments from Subscribers. If Subscriber makes partial payments, after E&E has consented to such payment in writing, the partial payments will be applied to Subscriber's account starting with the oldest outstanding statement. Late fees will be assessed monthly, as permitted by applicable law, until Subscriber's total outstanding account balance, including late fees and all other charges, is paid in full. Interest fees will apply 5.2(d)

(e) Subscriber agrees that E&E may, but is not required to, accept, endorse and present for payment any check or money order marked "payment in full" or any similar terms, without being deemed to have entered into an accord and satisfaction and without surrendering any of its rights to collect all amounts owed to E&E by a Subscriber under this Agreement.

(f) If Subscriber makes a late payment or fails to pay any E&E online, email or paper invoice, Subscriber understands and agrees that E&E may, in its sole discretion, report such late payment or nonpayment to the appropriate credit reporting agencies and appropriate government officials as necessary.

(g) If E&E chooses to use any collection agency or attorney to collect money that is owed E&E or to assert any other right which E&E may have, Subscriber agrees to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs, as provided by applicable law.

(h) Subscriber understands and agrees that any equipment rental, lease, installment or other financial agreement with any third party is not affected by any cancellation, suspension or discontinuance of the Services by E&E.

5.4 REACTIVATION.

If E&E deactivates a Subscriber's access to the Services for Subscriber's failure to make timely payment or for any other reason, in addition to payment of past due amounts, E&E reserves the right to require a deposit or advance payment in full before reactivating the Services. If the Services are inactivated for any reason, including at the request of the Subscriber or because of failure to pay past due amounts, and a Subscriber wants to reactivate the service, Subscriber agrees to pay a reactivation fee in accordance with E&E's then current rates. In addition, any outstanding balance, fees and charges must be paid by Subscriber before E&E will reactivate the Subscriber's access to the Services.

5.5 ANCILLARY EQUIPMENT, SERVICES.

Subscriber will obtain, maintain, and operate suitable and fully compatible computer equipment and communication devices to access the Service, as stipulated by E&E on the Web Site, or otherwise, from time to time. Subscriber is responsible for all telephone charges incurred in connection with using the Service if any.

SUBSCRIBER ACKNOWLEDGES THAT CERTAIN EQUIPMENT HELD BY SUBSCRIBER MAY HAVE BEEN ACQUIRED SEPARATE AND APART FROM THIS AGREEMENT EITHER FROM E&E OR A THIRD PARTY. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR MAINTAINING SUCH EQUIPMENT. E&E MAKES NO REPRESENTATIONS OR WARRANTIES PURSUANT TO THIS AGREEMENT, EITHER EXPRESS OR IMPLIED,



REGARDING SUCH EQUIPMENT, AND SPECIFICALLY DISCLAIMS SUCH WARRANTIES. HOWEVER, E&E ACKNOWLEDGES THAT BINDING SERVICE OR MAINTENANCE AGREEMENTS OR LIMITED WARRANTIES MAY EXIST UNDER A SERVICE ORDER OR SEPARATE PURCHASE AGREEMENT WITH E&E.

PART III

PERMITTED USES AND RESTRICTIONS ON USE

6. SOFTWARE LICENSE.

(a) Subject to the terms of this Agreement, E&E grants to Subscriber a personal, non-exclusive, non-assignable, and nontransferable license (the "License") to use and display the software provided by or on behalf of E&E for the sole purpose of accessing the Services (the "Software") on any machine(s) of which Subscriber is the primary user or which Subscriber authorizes to access the Services, whether embedded or not.

(b) Unauthorized copying of the Software, re-engineering or de-compiling to including copying software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. Subscriber may not sublicense, assign or transfer this License or the Software except as permitted by E&E. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this License is void.

(c) Subscriber agrees to refrain from copying, duplicating, or permitting anyone else to copy or duplicate any part of the Software. Subscriber further agrees not to create, attempt to create, permit others to create or permit others to attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.

(d) Subscriber agrees to order all firewall, router or related software upgrades through E&E, and to not de-install, remove or replace the Software if applicable.

7. PURPOSE, USE OF THE SYSTEM and Tech Support

(a) The HughesNet[®] offered through E&E's system is provided for use as a remote internet access client. It is provided and supported for web browsing, email, file transfers and most basic TCP/IP internet applications.

(b) The service is not designed to host websites, servers, database applications, 2-way video or other uses which require a high upload capability. The system does not fully support interactive gaming or other applications that are particularly sensitive to latency.

(c) VPN over HUGHESNET is recommended (with optional static-public IP address and appropriate equipment or software) for incidental use only. The speed of VPN service over the system varies by type of VPN and router configurations. E&E makes no warranty for routers not configured and tested by E&E Tech Support personnel or support engineers (additional charges apply). Subscriber router configurations are the sole responsibility of the customer. E&E's termination point is the LAN1 port of the satellite remote unit, unless otherwise contracted to perform network setup, support and operations for an additional charge.

(d) The systems generally include a Standard Professional Installation. When a Subscriber purchases a DW7000 series modem, the installer will install and test the hardware for satellite connectivity only. The Subscriber will install the HUGHESNET and E&E software as required. A Standard Professional Installation is described in the customer's service agreement/quote.

(e) The remote unit software will automatically update itself periodically by communicating with the E&E update server. The Subscriber agrees to perform basic troubleshooting of any problems (as indicated by the troubleshooting software) before contacting the E&E toll free 24x7 technical support center (Technicians are



available M-F 0800-1700 EST; 757-325-2940 or 757-262-1135) e-mail support is available at techsupport@eenterprisesinc.com or by faxing your error report to 757-265-9750.

(f) Calls to the support center for issues covered by the troubleshooting software are billable at the current rates as published in the current GSA schedule contract. Subscriber agrees not to disable or prevent the troubleshooting software from obtaining automatic updates.

(g) If ordering a Satellite modem of any series, the Subscriber must supply a PC that meets the minimum specifications. View minimum customer-owned equipment specifications on the E&E website or by contacting Tech Support at techsupport@eenterprisesinc.com.

8. SPECIFIC RESTRICTIONS ON USE OF THE SERVICE.

8.1 PROHIBITED CONDUCT.

(a) Subscriber agrees not to upload, post, or otherwise publish on, through or over the Services, and not to seek on, through or over the Services, any software, file, information, communication, or other content: (1) which violates or infringes upon the rights of anyone else; (2) which adversely affects the performance or availability of the Services or E&E's resources; (3) which contains any virus, worm, cancelbot, harmful component, or corrupted data, or files and activity that is illegal in any way.

(b) Specific products, features and other services offered by E&E have additional terms and conditions which also apply.

8.1.1 EMAIL CONDUCT.

Subscriber agrees not to use the email component of the Services for any illegal purposes or for the transmission of material that is abusive, threatening, unlawful, harassing, libelous, invasive of another's privacy, harmful, vulgar, obscene, tortuous, otherwise objectionable, or in violation of the Acceptable Use Policy. Subscriber agrees not to use the Services for any purpose that infringes or may infringe upon the intellectual property or other rights of another. Subscriber agrees not to use E&E or HughesNet email for the transmission of "junk mail", "Spam", "chain letters", or unsolicited mass distribution of email and agrees to not send mail with an incorrect return address or forged header information. Subscriber agrees that in order to maintain system operations E&E may filter Spam or mass mail at the server. Subscriber further acknowledges that HughesNet and E&E reserves the right, in its sole discretion, to make all determinations concerning email content, under the Acceptable Use Policy and this Agreement. The Subscriber will not allow any "open relay" on any mail server operated by Subscriber. Discovery of an "open relay" by HughesNet or E&E will be grounds for immediate suspension or termination of service.

8.1.2 WEB HOSTING CONDUCT.

(a) The Services, including the Web Hosting component of the Services, provided by E&E may only be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United States' federal, state, or local law, or in violation of the Acceptable Use Policy, is prohibited. This includes, but is not limited to: copyrighted material, material protected by trade secret and other statute or material determined by E&E, in its sole discretion, to be threatening or obscene.

(b) Subscriber agrees to indemnify and hold harmless E&E from any claims resulting from the use of the Services which damages the Subscriber or any other party.

(c) Subscriber is prohibited from placing any pornographic content, sex-related merchandising, or other



content proscribed by the Acceptable Use Policy on any of E&E's web servers, even if such content does not violate United States' federal, state or local law. This prohibition extends to content placed on an Internet site that infers sexual content or link to adult content contained on another Internet site. In addition, Internet sites containing profanity or vulgar language are also prohibited from being hosted on E&E's web servers or linked to from an Internet site hosted on E&E's web servers.

(d) E&E's web hosting services are subject to additional terms and conditions which are located in the "Web Hosting" section of the E&E's website and within the Acceptable Use Policy.

8.2 ILLEGAL PURPOSES.

Subscriber agrees not to use the Services or any of its elements, related facilities or capabilities to conduct any business or activity, or to solicit the performance of any activity, which is prohibited by or would violate any applicable law, rule, regulation, or legal obligation.

8.3 COMPLIANCE WITH LAWS.

Subscriber agrees to comply with all applicable laws, rules and regulations in connection with the Services, its use of the Services, and this Agreement.

PART IV

GRANT OF IMPORTANT RIGHTS BY SUBSCRIBER TO E&E, AND IMPORTANT DISCLAIMERS TO, ACKNOWLEDGMENTS BY, AND OBLIGATIONS OF SUBSCRIBER

9. COPYRIGHT AND LICENSES.

9.1 RESERVATION OF RIGHTS BY E&E.

E&E reserves all copyrights and other rights in and to any content which: (1) is available through the Services; and (2) is identified as, claimed by E&E as, or known by Subscriber to be, proprietary to E&E or its licensors (the "Proprietary Content").

The Proprietary Content is copyrighted and all rights to the Proprietary Content are reserved by the owner of such content. The Proprietary Content relating to the Services is protected under applicable copyright law, and is also protected under applicable copyright law as a collective work. All copying, modification, distribution, publication, or other use by Subscriber, or by any user of Subscriber's account, of part or all of the Proprietary Content or other works is prohibited, except as expressly consented to by E&E.

10. NO ENDORSEMENT.

E&E does not endorse or in any way warrant the accuracy, completeness, truthfulness, or reliability of any service, opinion, advice, communication, information, or other content on or made available through the Services unless created by E&E. Content, not created by E&E, does not constitute or reflect the views or opinions of E&E and has not been approved by E&E. E&E does not recommend that such content be relied upon in making decisions or conclusions without appropriate verification by the Subscriber or user and, as appropriate, professional advice. Subscriber relies on such content at its own risk.

11. INTERNET.

SUBSCRIBER ACKNOWLEDGES THAT INTERNET SITES NOT CREATED, CONTROLLED OR MAINTAINED BY E&E MIGHT CONTAIN OR PROVIDE ACCESS TO IMAGES, SOUND,



MESSAGES, TEXT, SERVICES, OR OTHER CONTENT THAT MAY BE UNSUITABLE FOR MINORS AND THAT MAY BE OBJECTIONABLE TO MANY ADULTS. SUBSCRIBER ACKNOWLEDGES THAT E&E IS NOT RESPONSIBLE FOR SUCH CONTENT OR MATERIAL AND AGREES THAT ACCESS TO SAME THROUGH USE OF THE SERVICES OCCURS AT SUBSCRIBER'S SOLE RISK.

The reliability, availability, legality, performance, and other aspects of resources accessed through the Internet are beyond E&E's reasonable control and are not in any way warranted or supported by E&E, its affiliates or its third-party contractors. Subscriber acknowledges that such Internet sites and the content contained therein do not always contain safeguards relative to copyright, ownership, appropriateness, reliability, legality, and integrity of content. Subscriber confirms that Subscriber assumes all risk and liability of any use of the Internet through Subscriber's account, including Subscriber's continuous compliance with the Agreement.

12. USE AND CONTROL OF INFORMATION; MEMBER COMMUNICATION; ADS

E&E will not distribute, loan, sell, or otherwise share with other persons or entities user lists, however E&E makes no representation as to the care, custody or disposition of such information when obtained and held by E&E's suppliers in the course of business dealings with E&E.

E&E may, however, use or dispose of "aggregate information" for these purposes. "Aggregate information" includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data, or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Services. This section does not limit E&E's ability to use other information not addressed in this Section 12. E&E is free, in its reasonable good faith discretion and without notice, to provide Subscriber and user information and records to the courts, law enforcement agencies, or others involved in prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity, and to maintain and use internally such information and records, consistent with E&E's Privacy Policy. Information generated by or in connection with E&E's administration of the Services is the exclusive property of E&E.

E&E may also from time to time, reasonably and in good faith, provide online, telefax, telephone, email, mail, and other communications to its Subscribers and users on matters pertaining to the Services, its features, its sponsors or third party product offerings without compensation to them or reimbursement of costs for doing so.

Subscriber acknowledges that communications with E&E, its representatives, and its contractors may be monitored, recorded or reviewed for quality control and other reasonable business purposes. Subscriber also acknowledges that advertising and promotion may occur through the Services and also that neither Subscriber nor any user shall in any event have any claim with respect to any proceeds from such activities.

Subscriber acknowledges that E&E reserves the right to identify its existing or former customers for marketing purposes. E&E may provide on its website or other marketing materials, the logo of the customer, which will not include a link to the customer's website. E&E will not publish any information regarding the nature of the customer relationship or configuration of the service, and will not imply any endorsement by the subscriber of the services provided. E&E will not provide the specific contact information of the Subscriber in any such publication without the permission of the Subscriber.



Subscriber agrees that E&E may announce through press release or other means, that the Subscriber has chosen E&E service. Any such information released by E&E shall be without any details as to the service configuration or intended use, or terms, unless Subscriber approves such release in advance. If subscriber writes to E&E expressing opinions on the service, E&E reserves the right to publish in a contextually correct fashion, all or part of the communication; however E&E will not publish the name of the Subscriber without permission from the subscriber.

13. DISCLAIMER OF WARRANTIES AND EXCLUSION OF LIABILITY.

13.1 DISCLAIMER OF WARRANTIES, LIABILITY AND RESPONSIBILITY.

SUBSCRIBER EXPRESSLY AGREES THAT USE OF THE SERVICES OCCURS AT SUBSCRIBER'S SOLE RISK. NEITHER E&E, NOR ANY OF ITS INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS, WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES E&E OR ANY OF ITS INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICES ARE DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS REQUIRED BY LAW. E&E FURTHER SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES, TO THE EXTENT PERMITTED BY LAW.

BECAUSE E&E MAY PROVIDE ITS SUBSCRIBERS WITH ELECTRONIC ACCESS TO CONTENT AVAILABLE ON THE INTERNET, CREATED OR DISTRIBUTED BY PUBLISHERS OR PROVIDERS, OTHER THAN E&E, AND WHICH IS NOT AUGMENTED BY E&E, E&E DOES NOT WARRANT THE ACCURACY OF ANY CONTENT CREATED OR DISTRIBUTED BY SUCH PUBLISHERS OR PROVIDERS, OTHER THAN E&E. E&E SPECIFICALLY DISCLAIMS LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES RELATING TO SUCH CONTENT. SUBSCRIBER ALONE ASSUMES THE CONSEQUENCES RESULTING FROM ITS RELIANCE ON SUCH CONTENT.

ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY E&E, ITS DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR ANY THIRD-PARTY CONTENT PROVIDER, DOES NOT CREATE ANY WARRANTY IN OR TO THE SERVICES OR THE CONTENT PROVIDED PURSUANT TO THE SERVICES. SUBSCRIBER ACKNOWLEDGES THAT IT CANNOT RELY ON ANY SUCH INFORMATION OR ADVICE.

E&E ONLY WARRANTS THE ACCURACY AND COMPLETENESS OF ITS PRODUCT AND PRICING INFORMATION, TERMS OF SERVICE AND RELATED POLICIES TO ITS SUBSCRIBERS TO THE EXTENT THAT E&E OWNS, CONTROLS AND CREATED THE INFORMATION OR POLICIES AT ISSUE. THIS WARRANTY GIVES SUBSCRIBER SPECIFIC LEGAL RIGHTS. ADDITIONALLY, SUBSCRIBER MAY HAVE OTHER RIGHTS, BASED ON STATE OR LOCAL LAWS.

13.2 LIMITATION OF LIABILITY.

NEITHER E&E, NOR ANY OF ITS INFORMATION OR CONTENT PROVIDERS, SERVICE



PROVIDERS, LICENSORS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS, IS RESPONSIBLE FOR ANY CLAIMS OR LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES, THE WEB SITE OR ANY LINKED INTERNET SITE, EVEN IF E&E IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY.

WITHOUT LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION ON LIABILITY IS INVALIDATED, THE MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY OF E&E, ITS DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR THIRD-PARTY CONTENT PROVIDER, IF ANY, IS LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO E&E BY SUBSCRIBER FOR THE SERVICES FURNISHED UNDER THIS AGREEMENT AND THE TERMS OF USE COMMENCING WITH THE OCCURRENCE OF SUCH ERROR, DEFECT, OR FAILURE AND ENDING AT THE DISCOVERY OF SUCH ERROR, DEFECT, OR FAILURE, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT WILL SUCH PERIOD OF TIME EXCEED THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT, OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

13.3 APPLICABILITY OF PROVISIONS TO CIRCUMSTANCES INVOLVING OTHERS.

CONSISTENT WITH SECTION 14 OF THIS AGREEMENT, SUBSCRIBER EXPRESSLY ACKNOWLEDGES THAT THE TERMS OF THIS SECTION 13 ALSO APPLY TO ANY CLAIMS RELATING TO "ACQUIRED MATERIAL" AND ANY OTHER CONTENT AVAILABLE THROUGH THE SERVICES. SUBSCRIBER AGREES TO HOLD E&E HARMLESS FOR THE SELECTION OR RETENTION, OR ACTS OR OMISSIONS OF THIRD PARTIES IN CONNECTION WITH THE SERVICES (INCLUDING THOSE WITH WHOM E&E CONTRACTS TO OPERATE VARIOUS AREAS ON OR FEATURES OF THE SERVICE).

13.4 FULL APPLICABILITY.

THE FOREGOING EXCLUSIONS OR LIMITATIONS OF LIABILITY APPLY REGARDLESS OF ANY ALLEGATION OR FINDING THAT A REMEDY FAILED OF ITS ESSENTIAL PURPOSE, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE). THIS LIMITATION OF LIABILITY ALSO APPLIES IF E&E OR OTHERS WERE ADVISED OR AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR LIABILITY.



13.5 POSSIBLE EXCEPTIONS.

THIS LIMITATION OF LIABILITY MAY BE LIMITED TO THE EXTENT THAT STATE OR LOCAL LAW DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF SUCH DAMAGES. IF ANY PART OF THIS LIMITATION OF LIABILITY IT HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS WILL CONTINUE IN FULL FORCE AND EFFECT.

14. INDEMNITY.

Subscriber agrees to indemnify and hold harmless E&E against all claims, liability, damages, costs, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or related to the use of Subscriber's account. This includes, without limitation, responsibility for all consequences of Subscriber's violation of this Agreement or Subscriber's placement on or over, or retrieve from or through, the Services of any software, file, information, communication, or other content.

15. THIRD-PARTY BENEFICIARIES.

The provisions of Sections 12 and 13 are for the benefit of E&E and its respective contractors, information or content providers, service providers, licensors, employees, independent contractors, and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf.

16. LIABILITY FOR UNAUTHORIZED USE.

(a) Subscriber may not assign or transfer the Services without E&E's written consent. If Subscriber assigns or transfers the Services without E&E's written consent, E&E may deactivate the Services and remove any equipment used by Subscriber and owned by E&E.

(b) If Subscriber's E&E equipment is stolen or otherwise removed from his or her premises without authorization, Subscriber must notify E&E Customer Care Center immediately, or Subscriber may be liable for payment to E&E for unauthorized use of his or her E&E system. Subscriber will not be liable for unauthorized use after E&E has received such notification.

(c) Subscriber also agrees to immediately notify E&E in writing after he or she sells, gives away, or otherwise transfers E&E equipment from Subscriber's possession. Subscriber is considered the registered recipient of the Services until E&E receives such written notice, and Subscriber will be liable for any charges or fees incurred by the use of E&E equipment by anyone else up to the time that such notice is received by E&E, unless otherwise provided by state law.

17. PROPRIETARY RIGHTS.

Consistent with Section 9 of this Agreement, except for material held in the public domain, all copyrightable content distributed over the Web Site or through the Services, by E&E, is copyrighted by E&E or a third-party content provider. E&E or such third-party content providers own all right, title and interest to such content and Subscriber may not copy, distribute, transmit, or publish, in any form, including printed, electronic, digitized, audio, or otherwise, or modify all or any portion of such content without the prior written consent of the copyright owner; provided, however, that Subscriber may store one copy of the content on Subscriber's personal computer for personal use for a period not to exceed 30 calendar days. All copyright or other proprietary rights or notices contained in or associated with the content or contained therein must be preserved in, or on, any copies made of such material. The placement of copyrighted material in any public posting area or software library, whether of E&E or not, without the written consent of the copyright owner, is in violation of this Agreement.



PART V GENERAL

18. LIMITS ON TRANSFERS; OTHER LIMITS.

Unless otherwise agreed in writing, Subscriber's right to use the Service, or to designate other users of its account, is not transferable and is subject to any limits established by E&E, or by Subscriber's credit card company or other billing institution, as applicable.

19. CHOICE OF LAW.

This Agreement is deemed to be made in the State of Virginia. This Agreement, the Terms of Use and all of the parties' respective rights and duties in connection herewith will be governed by and construed in accordance with the laws of the State of Virginia, in the United States, excluding its conflict of law provisions. Subscriber and E&E agree to submit to the exclusive jurisdiction of the courts of Virginia or any federal court located within the state of Virginia, and Subscriber waives any objection based on forum non conveniens or venue with respect to such jurisdiction in Virginia. Subscriber agrees that any claim or cause of action against E&E arising out of, or related to, Subscriber's account, the Services or this Agreement must be instituted within one year after the claim or cause of action arose; otherwise, such cause of action is permanently barred. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Subscriber Agreement and it is acknowledged that this is a service contract and not a contract for the sale of goods.

Attorney Fees. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

20. CONSTRUCTION AND DELEGATION.

Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. E&E may authorize or allow its independent contractors and other third parties to provide to E&E and/or to Subscriber services necessary or related to making the Services available and to perform obligations and exercise rights of E&E under this Agreement, and may collect payment on their behalf, if applicable. The provisions of Sections 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, and all other provisions hereof which by their nature should continue, shall survive any termination of this Agreement.

21. MISCELLANEOUS.

(a) Where notification by E&E is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, email or publication on the Web Site. If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it will be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal, or unenforceable and cannot be so repaired, then the term will be considered to be stricken from this Agreement as if it had



not been included from the beginning. In any such case, the balance of this Agreement will remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal, or unenforceable term.

(b) E&E may enforce or decline to enforce any or all of the terms of this Subscriber Agreement in its sole discretion. E&E's election not to enforce a particular provision of this Agreement will not be considered a waiver and will not impair E&E's ability to enforce any other provision of this Agreement. In no event will E&E be required to explain, comment on, suffer liability for, or forfeit any right or discretion based on its enforcement, non-enforcement, or consistency of enforcement of these terms. Captions used in this Agreement are for convenience only and will not be considered a part of this Agreement or be used to construe its terms or meaning.

(c) Subscriber agrees that this Subscriber Agreement is set forth in the English language for the mutual convenience and benefit of the parties. In the event that the Agreement is translated into any language other than English, the parties agree that the English language version will control over any translation.

(d) The service plan(s) as set forth establishes the attributes for all standard Internet service plans offered through E&E Enterprises Global, Inc. Users activated under these service plans receive "commercially reasonable effort" in performance per the target service levels in the plan(s) listed. In addition, availability of a given service plan may be restricted to a specific satellite, transponder, service area and as a result, not all plan(s) may be available on all transponders, satellites and or local areas. Speeds listed are maximum speeds available under the applicable service plan unless specified in a Service Level Agreement and based on a specified QoS or SLA. Actual speeds may vary and may be less than the speeds listed in the plan(s). All "commercially reasonable effort" will be made to provide maximum speeds at all times but the actual upload and download speeds will likely be less than the maximum listed in the service plan(s). VPN applications vary greatly as to performance over satellite and or terrestrial connections and therefore all service plan(s) receive "commercially reasonable effort" in performance per the target service levels in the service level for the plan(s) listed. Several variables affect this maximum therefore you may experience speeds slower than the maximum listed in the service plan table when using a VPN with or without a Compression and Acceleration software or hardware solution." E&E is not responsible for speed variations caused by the customer's network and for VPN issues that do not meet the criteria set down by E&E (during the network design) to ensure the VPN performs properly over the satellite link.

(e) While all reasonable efforts have been made to maximize the accuracy of the regulatory information contained herein ("the information"), users are advised that the Information is subject to change and that accuracy may be affected by a variety of conditions, including conditions which are outside of E&E Enterprises Global Inc. and/or several providers control. The Information is provided "as is" and use is at the recipient's own risk. Any express or implied warranties including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, are specifically disclaimed. In no event shall E&E Enterprises Global Inc. and/or providers, their directors, employees, agents, affiliates, successors or assigns be liable for any direct, indirect, incidental, special, exemplary, or consequential damages; or losses, liabilities, costs, penalties, fines or expenses (including, without limitation, legal expenses), however caused, and on any theory of liability, whether in contract or tort (including, without limitation, legal expenses), arising in any way from the use of the Information, save always that E&E Enterprises Global Inc. does not seek to limit its liability for death or personal injury resulting from its own negligence, or that of its employees or agents, or for any other liability the exclusion or limitation of which is not permitted by law.

(f) Early termination fees do not cover de-installation charges, which will be billed the commercial non-GSA schedule price. Acceptance of a Quote from E&E constitutes a binding agreement according to the terms of the Quote. Onsite maintenance services require a minimum commitment of 12 months and are available only to those sites installed by E&E and or its sub-contractors. Subscriber Service Agreement is available from E&E upon request.



Customers choosing not to have On-site maintenance contracts agree to pay commercial or GSA schedule Time and Materials rates a published in E&E's GSA schedule derived from E&E's commercial rates at the time the charges are incurred, plus Zone Charges as applicable. Customers with sites installed OCONUS agree to pay the local rates established in those area for Time and Materials maintenance plus Zone Charges as applicable.

22. ASSIGNMENT OF ACCOUNT.

E&E may sell, assign, or transfer Subscriber's account to a third party without notice. In the absence of a notice of such sale or transfer, Subscriber must continue to make all required payments to E&E in accordance with Subscriber's billing statement.

23. ENTIRE AGREEMENT.

This Agreement, as published on the Web Site, www.eeenterprisesinc.com and the Service Order, Terms of Use and the additional documents contained in the Web Site which are referred to herein, constitute the entire and only agreement with respect to the subject matter hereof between E&E and the Subscriber, applicable also to all users of the Subscriber's account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements, and other communications with respect to the subject matter hereof except as expressly set forth in this document. By executing this document online, in person, via fax or email or through any E&E automated sign-up procedure, Subscriber agrees to the terms and conditions of this Agreement. This Agreement can be amended only in the manner expressly provided for by E&E Enterprises Global, Inc.

PART VI SUBSCRIBER AGREEMENT SIGNATURE PAGE.

24. SIGNATURE(S) of Responsible Party(s): Please read and sign. Return this page along with your Purchase Order/Request to purchaseorders@eeenterprisesinc.com Your PO/PR cannot be processed without this page. FAX 757-265-9750.

The undersigned Agrees to as published on the Web Site, and the Service Order, All Terms of Use and the additional documents contained in the Web Site which are referred to herein, and any applicable GSA rules and or commercial sales practices, constitute the entire and only agreement with respect to the subject matter hereof between E&E and the Subscriber, applicable also to all users of the Subscriber's account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements, and other communications with respect to the subject matter here of except as expressly set forth in this document. By executing this document online, in person, via fax or email or through any E&E automated sign-up procedure, Subscriber agrees to the terms and conditions of this Agreement. This Agreement can be amended only in the manner expressly provided for in this Agreement by E&E Enterprises Global, Inc. Management.

Responsible Party Signature

Date

Typed/Printed Name

Title/Position

END



ATTACHMENT 1 Dedicated Internet Access Service Level Agreements Terrestrial Sprint Circuits only

NETWORK SERVICE LEVEL AGREEMENTS

Measurement Region	Committed Network Round Trip Delay	Committed Network Packet Loss	Committed Network Jitter
INTRA-REGION			
North America	Less than or equal to 55 ms	0.3%	Less than 2 ms
Europe	Less than or equal to 45 ms	0.3%	Less than 2 ms
Asia	Less than or equal to 105 ms	0.3%	Less than 2 ms
South Pacific	Less than or equal to 70 ms	0.3%	Less than 2 ms
INTER-REGION			
Europe to North America	Less than or equal to 95 ms	0.3%	Less than 2 ms
Japan to North America	Less than or equal to 130 ms	0.3%	Less than 2 ms
Hong Kong to North America	Less than or equal to 190 ms	0.3%	Less than 2 ms
Korea to North America	Less than or equal to 190 ms	0.3%	Less than 2 ms
Singapore to North America	Less than or equal to 250 ms	0.3%	Less than 2 ms
India to North America	Less than or equal to 300 ms	0.7%	Less than 2 ms
South Pacific to North America	Less than or equal to 210 ms	0.3%	Less than 2 ms
Latin America to North America	Less than or equal to 135 ms	0.7%	Less than 2 ms
Chile to North America	Less than or equal to 135 ms	0.7%	Less than 2 ms
Colombia to North America	Less than or equal to 115 ms	0.7%	Less than 2 ms
Venezuela to North America	Less than or equal to 70 ms	0.7%	Less than 2 ms
Puerto Rico to Continental United States	Less than or equal to 60 ms	0.3%	Less than 2 ms
Hawaii to Continental United States	Less than or equal to 85 ms	0.3%	Less than 2 ms

Network Delay SLA

E&E guarantees their monthly average backbone delays as detailed in the chart above or we will credit you .5% of monthly port charge.

Network Packet Loss SLA

Sprint guarantees a monthly average backbone packet loss as detailed in the chart above or we will credit you .5% of monthly port charge.

ATTACHMENT 1 Dedicated Internet Access Service Level Agreements Terrestrial Sprint Circuits only

Network Jitter SLA

E&E guarantees a monthly average backbone jitter as detailed in the chart above or we will credit you .5% of monthly port charge.



Port Availability SLA

E&E guarantees up to 100% port availability for fully redundant access configurations with applicable service credits up to .5% of the monthly recurring charge for port and local loop.

Installation SLA

E&E guarantees installation by circuit speed with applicable service credits up to .5% of the monthly recurring charge for port.

* See actual Service Level Agreement for other applicable terms, eligibility, conditions, exclusions, and maximum credits.