



ATTACHMENT FOR DEDICATED INTERNET ACCESS

This **ATTACHMENT FOR DEDICATED INTERNET ACCESS** (“ATTACHMENT”) shall be attached to and become a part of the PRODUCTS AND SERVICES AGREEMENT (“AGREEMENT”) by and between INTELLETRACE, INC (“INTELLETRACE”) and CUSTOMER as identified in AGREEMENT. In consideration of the foregoing recitals and the covenants contained herein and other good and valuable consideration, the PARTIES hereby agree as follows:

1. SCOPE OF THE ATTACHMENT.

1.1 This ATTACHMENT sets forth the terms and conditions under which INTELLETRACE agrees to provide to CUSTOMER and CUSTOMER agrees to procure from INTELLETRACE certain Dedicated Internet Access to be defined herein (“Service”).

1.2 All of the terms and conditions set forth in the AGREEMENT (including without limitation, provisions addressing Service Order, payment of charges, suspension of service, limitation of liability, indemnity and force majeure) will apply to ATTACHMENT. Solely with respect to Dedicated Internet Access, in the event of any conflict between the terms and conditions set forth in the AGREEMENT and this ATTACHMENT, the terms and conditions set forth in this ATTACHMENT will control.

2. DEFINITIONS.

The following terms shall have the following meanings:

2.1 AGREEMENT shall mean the PRODUCTS AND SERVICES AGREEMENT, including all Attachments and Service Orders.

2.2 CUSTOMER shall mean the person or entity to which Service is sold pursuant to this ATTACHMENT.

2.3 Due Date shall mean the date payment must be received by INTELLETRACE for the Service provided to CUSTOMER under this Agreement. The Due Date applicable to Service provided hereunder shall be as set forth herein.

2.4 Effective Date shall mean the date on which Service is deemed to have commenced under this Agreement. Unless otherwise agreed, the Effective Date shall be the earlier of: (i) the first date of use of the Service by CUSTOMER; or (ii) the Firm Order Completion (“FOC”) date as conveyed to CUSTOMER prior to the FOC date.

2.5 End User shall mean a person or entity to which CUSTOMER will provide telecommunications services utilizing, in whole or in part, the Service provided by INTELLETRACE to CUSTOMER under this ATTACHMENT.

2.6 Service shall mean any telecommunications service provided by INTELLETRACE to CUSTOMER under this ATTACHMENT.

2.7 Service Order shall mean the written executed request by CUSTOMER for Service using the INTELLETRACE Order Form in effect at the time of the order. A Service Order shall be deemed incorporated herein at the time it is executed and approved by INTELLETRACE.

2.8 Service Order Term shall mean the minimum period of time for which CUSTOMER commits to purchase the Service specified in the Order Form. If no Service Order Term is notated, then the Service Order Term will default to twelve (12) months.

3. DESCRIPTION OF SERVICES.

Services include DS1, DS3, OC3, OC12, OC48, OC192, Ethernet over Copper, Fast Ethernet, Gigabit Ethernet, and 10 Gigabit Ethernet. Services are available at CUSTOMER-designated locations. Service will be provided by INTELLETRACE and Underlying Carrier (hereinafter "CARRIER"). The entire usable bandwidth for each Service is available to CUSTOMER for its exclusive use, twenty-four hours a day, seven days a week. INTELLETRACE will provide to CUSTOMER and CUSTOMER will procure from INTELLETRACE certain Internet Access Service ("SERVICE") as described on the Service Order.

4. RATES AND CHARGES.

The Rates and charges applicable to SERVICE will be outlined in each Service Order.

5. TERM.

The term of this ATTACHMENT shall begin on the Effective Date and shall continue for an Initial Term as stated on the Order Form (the "Initial Term"). At the end of the Initial Term, this ATTACHMENT will automatically renew for an additional twelve (12) months (the "Renewal Term") until either Party serves the other Party with written notice of such Party's intent not to renew the Services at least sixty (60) days prior to expiration of the then current term. The Initial Term and any Renewal Term are collectively referred to as the "ATTACHMENT Term".

6. DOMAIN NAME SERVICE.

Domain Name Service ("DNS") is a cornerstone capability/requirement in any use of the Internet. Domain names and DNS servers are essential to the proper function of anyone who uses or provides services via the Internet. As specified by Internet RFC's 1034 and 1035, "There must be a valid Internet Domain Name attached to any network connected to the Internet." As such, CUSTOMER must have a registered Internet Domain Name before INTELLETRACE can host primary DNS for CUSTOMER's network, or provide secondary DNS for CUSTOMER's network.

7. DEMONSTRATION OF A WORKING CONNECTION. CARRIER will use the following methods to demonstrate that its Internet data network is functioning between the CARRIER'S equipment and CUSTOMER'S equipment, as specified. These methods will determine whether INTELLETRACE has met its obligations to provide a working interconnection with the CARRIER'S routing equipment:

7.1 Internet Access Service.

7.1.1 If CUSTOMER has no terminating equipment installed at CUSTOMER'S end of the circuit, CUSTOMER or CARRIER provide an electrical loopback at the furthest reasonable point. CARRIER will transmit a properly framed signal to the loopback and will monitor the returned data for proper timing and framing. This demonstrates a functioning circuit.

7.1.2 If CUSTOMER installs a CSU/DSU, CARRIER will send a loopup command to the CSU/DSU and will perform the same tests as in 7.1.1 above, provided the CSU/DSU responds to the loopup command.

7.1.3 If CUSTOMER has a working router attached to the CSU/DSU, CARRIER will perform the tests in 7.1.2, and CARRIER will send data grams to the router and watch for them to be echoed back without errors. If the physical link tests good and the datagrams return without error, then INTELLETRACE has met its obligation for connectivity between CUSTOMERs location and CARRIER'S terminating equipment.

8. DEMONSTRATION OF ROUTING IN INTELLETRACE'S AUTONOMOUS SYSTEM.

INTELLETRACE requires that CUSTOMER uses static routing protocol according to the specifications contained in RFC1812. BGP4 routing protocol may be used if approved by INTELLETRACE's Data Engineering department prior to implementation and use of the BGP4 protocol. If BGP4 is approved, CUSTOMER will be allowed to transit CUSTOMER's approved autonomous system number across CARRIER'S network. Requests to transit any additional autonomous system numbers across CARRIER'S network may be approved on a case by case basis and for a fee to be determined at the time of request. CUSTOMER's static routes will automatically trigger a re-distribution of any static route to BGP routing protocol. CARRIER broadcast its BGP4 information to its network neighbors according to specifications contained in RFC1267. CUSTOMER may request that INTELLETRACE respond to route failures. If the failure is caused by CUSTOMER's network, this CUSTOMER will be charged time and materials at INTELLETRACE's prevailing rates.

9. RIGHTS AND OBLIGATIONS OF CUSTOMER.

9.1 CUSTOMER shall, at CUSTOMER's expense, undertake all necessary preparation required to comply with INTELLETRACE's installation and maintenance instructions. CUSTOMER is responsible for obtaining IP addresses prior to order completion. IP addresses may be obtained either from the ARIN at ARIN.net directly or via INTELLETRACE. All IP address space allocated or assigned by CARRIER is non-portable. Renumbering IP networks is considered a part of normal network management activities. All costs associated with all such renumbering activities, whether voluntary or involuntary, are solely the responsibility of CUSTOMER. CUSTOMER's failure to obtain IP addresses prior to the installation and testing of Services does not release CUSTOMER from its obligation to accept such Services. In addition, if INTELLETRACE supplies routers or other equipment to CUSTOMER as part of INTELLETRACE Service ("Equipment"), CUSTOMER shall be responsible for the costs of relocation of such Equipment once installed by INTELLETRACE, and shall provide to INTELLETRACE and suppliers of communications lines reasonable access to CUSTOMER's premises to maintain such Equipment or to perform any acts required by this ATTACHMENT.

9.2 CUSTOMER shall maintain a deliverable hostmaster mailbox, and agrees to actively review said mailbox on a regular basis.

9.3 CUSTOMER shall maintain a deliverable postmaster mailbox, and agrees to actively review said mailbox on a regular basis.

9.4 CUSTOMER shall maintain a deliverable abuse mailbox and to review and respond to messages received no less frequently than once per business day.

10. ACCEPTABLE USE POLICY.

10.1 This Section comprises INTELLETRACE's "Acceptable Use Policy" (AUP) as of the effective date of this Addendum. As Unsolicited Commercial E-mail or Unsolicited Bulk E-mail ("UCE/UBE", also known as **SPAM**) and "hacking" technology and law develops at an alarming rate and is expected to continue to do so, INTELLETRACE reserves the right to add, remove, or modify specific prohibitions from this Section. CUSTOMER agrees that the Services are provided subject to the online AUP prohibitions maintained by INTELLETRACE and always available to all CUSTOMERs and to the public at

<http://www.INTELLETRACE.com>. Modifications to the on-line AUP document will supersede the prohibitions listed herein.

10.2 CUSTOMER shall not, and shall not permit any third party under its control (including End Users and their authorized users to do the following, and CUSTOMER shall include provisions in its service agreements for End Users and authorized users that restrict the following:

10.2.1 restrict or inhibit any other user from using and enjoying the Service and/or the Internet; or

10.2.2 upload, post, publish, transmit, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Internet which is PROTECTED BY COPYRIGHT or other proprietary rights or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder; or

10.2.3 use the SMTP services of a third party for the purposes of relaying or sending electronic mail messages without the express permission of that third party; or

10.2.4 send UCE/UBE to any number of e-mail users or lists; or

10.2.5 maintain, or send e-mail to, "opt-in targeted marketing lists" if CUSTOMER cannot demonstrate, to INTELLETRACE's satisfaction, that the members of the list(s) have knowingly requested to be added to the list(s) in question through direct action of their own doing, and that easily-accessible, automated opt-out/removal mechanisms are in place and available to the members of the list(s); or

10.2.6 engage in any activity that is, or appears to be, an attempt to gain unauthorized access to a remote system or network, or to gain information that could later be used to assist in gaining unauthorized access to a remote system or network, such as port scanning, dictionary attacks, Denial of Service attacks, server/service hijacking, etc.; or

10.2.7 engage in any of the foregoing activities using the service of another provider, but channeling such activities through an INTELLETRACE account or remailer, or using an INTELLETRACE account as a mail drop for responses to UCE/UBE, or hosting a website that is advertised via UCE/UBE that originates from a non-INTELLETRACE.COM-connected source, or otherwise requiring return transit through CARRIERS'S Internet backbone; or

10.2.8 falsify or "spoof" user information provided to INTELLETRACE or to other users of the Service, and for handling all complaints and trouble reports made by End Users and authorized users; or

10.2.9 use the Service in violation or contravention of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any other applicable law, regulation, order or other governmental directive, or abuse or fraudulently use the Service in any way not specifically set forth above; or

10.2.10 intentionally transfer of viruses, worms, Trojan horses or other harmful components; or

10.2.11 advertise, transmit, or otherwise make available any software, program, product, or service that is designed to violate this AUP, which includes but is not limited to, the facilitating the sending of UCE.

10.3 Further, if CUSTOMER is notified by INTELLETRACE's Abuse Response Team, via e-mail from support@INTELLETRACE.com to CUSTOMER's mailbox (required by Section 9.4), or CUSTOMER discovers on their own or through any other means, that CUSTOMER or any third party under CUSTOMER's control is in violation of any of the foregoing prohibitions, CUSTOMER shall take all necessary actions to stop such activity, and shall proactively prevent repeat violations by the offending entity.

10.4 CUSTOMER will respond to all violations reported to CUSTOMER by the INTELLETRACE Abuse Response Team within one (1) business day of notification of a violation, and shall stop the violation within two (2) business days of such notification. If a single entity is the source of multiple violation reports, CUSTOMER may provide a single response to INTELLETRACE's Abuse Response Team.

10.5 Following resolution of a violation, a similar violation by the same user will be considered a default of this ATTACHMENT, and INTELLETRACE reserves the right to respond pursuant to Section 17.

11. BURSTABLE INTERNET SERVICE.

With Burstable Service, CUSTOMER receives full Internet Dedicated Service access to the CARRIER and can burst to the lesser of the full bandwidth of the Local Access Loop or Internet Port. Monthly billing is based on the Bandwidth Commitment level selected by CUSTOMER. If CUSTOMER's Measured Use Level during any two (2) consecutive months exceeds CUSTOMER's then-current Bandwidth Commitment level, CUSTOMER's Bandwidth Commitment level will be upgraded by INTELLETRACE and the monthly charges adjusted accordingly; provided, that such adjusted charges shall reflect discounts from list rates, if applicable, at the same percentage as the original Burstable Service ordered under this ATTACHMENT or Service Attachment.

12. MEASURED USE LEVEL.

To calculate CUSTOMER's Measured Use Level, the CARRIER will take samples of CUSTOMER's usage every five (5) minutes (i.e., 8640 samples in a 30-day month). The CARRIER will then discard the highest five percent (5%) of the samples taken (i.e., 432 samples), and determine the Usage Level based on the highest remaining sample for that month. If CUSTOMER's sustained usage increases above the current Usage Level for two (2) consecutive months, CUSTOMER's Dedicated Internet Monthly Recurring Charges will be based on the applicable higher Usage Level. If CUSTOMER's actual usage is less than CUSTOMER's current Usage Level for two (2) consecutive months, CUSTOMER may request in writing that INTELLETRACE base CUSTOMER's Dedicated Internet Monthly Recurring Charges on CUSTOMER's actual Usage Level.

13. SERVICE CHARGES AND INVOICES.

CUSTOMER shall be invoiced monthly in advance for: (i) the monthly recurring charges (prorated for any partial month) based on the rates set forth in the applicable Service Order, and (ii) the charges for other services ordered by CUSTOMER. The first invoice shall be for the first two (2) months (prorated for any partial month) of the Term. All usage services are invoiced based on usage for the immediate preceding month.

14. INSTALLATION.

Installation may be scheduled between the hours of 9 AM and 6 PM ET, Monday through Friday (excluding holidays). If installation is required outside of these hours, there is an additional fee of \$750.

15. EQUIPMENT OR SOFTWARE NOT PROVIDED BY INTELLETRACE.

15.1 Except as otherwise agreed to by the parties, INTELLETRACE shall not be responsible for the provision and installation of equipment or software not provided by INTELLETRACE; nor shall INTELLETRACE be responsible for the transmission or reception of information by equipment or software not provided by INTELLETRACE.

15.2 It is expressly understood that CUSTOMER shall be responsible for the use and compatibility of equipment or software not provided by INTELLETRACE. In the event that CUSTOMER uses equipment or software not provided by INTELLETRACE which impairs CUSTOMER's use of the Service, CUSTOMER shall nonetheless be liable for payment for the Service. Upon notice from INTELLETRACE that the equipment or software not provided by INTELLETRACE is causing or is likely to cause hazard, interference or Service obstruction, CUSTOMER shall eliminate the likelihood of hazard, interference or Service obstruction. At CUSTOMER's request, INTELLETRACE will trouble shoot difficulties caused by equipment or software not provided by INTELLETRACE. CUSTOMER shall pay INTELLETRACE for these troubleshooting Services at current prevailing rates.

15.3 INTELLETRACE shall not be liable if changes in the Service cause CUSTOMER's equipment or hardware to become obsolete, require modification or alteration, or otherwise affect performance of equipment or hardware.

15.4 In the event CUSTOMER provides one or more routers to interface with the Service, the following terms apply:

15.4.1 INTELLETRACE reserves the right to allow or reject the make, model and or software revision of CUSTOMER-provided router to be used as the gateway to the Service.

15.4.2 CUSTOMER will cooperate with INTELLETRACE in setting the initial configuration for the router's interface into the Service.

16. RIGHTS AND OBLIGATIONS OF INTELLETRACE; DISCLAIMER OF WARRANTIES.

16.1 INTELLETRACE shall operate and maintain the Service. CUSTOMER shall be responsible for maintaining its own network and routers that interface with the Service. INTELLETRACE shall not be responsible for cabling that connects equipment not provided by INTELLETRACE to INTELLETRACE Equipment or the Service. CUSTOMER may contact support@INTELLETRACE.net with questions.

16.2 CUSTOMER agrees that INTELLETRACE Equipment may not be used for unauthorized purposes. Equipment provided by INTELLETRACE to CUSTOMER is owned and controlled by INTELLETRACE, unless sold to CUSTOMER, and such equipment will be returned to INTELLETRACE upon termination of this ATTACHMENT. CUSTOMER hereby grants to INTELLETRACE the right to recover INTELLETRACE Equipment from CUSTOMER's premises upon termination of this ATTACHMENT or any Service Order.

16.3 CUSTOMER understands that CUSTOMER, End Users, and CUSTOMER's authorized users may access the Internet through the Service. CUSTOMER understands further that, except for certain products and Services specifically offered by INTELLETRACE, neither INTELLETRACE nor any of its affiliates operates or controls the Internet in any way, and all merchandise, information and Services offered or made available or accessible over the Internet are offered or made available or accessible by third parties who are not affiliated with INTELLETRACE or its affiliates. **CUSTOMER assumes total responsibility and risk for**

CUSTOMER's use and End Users' and authorized users' use of the Service and the Internet. Neither INTELLETRACE nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or noninfringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or Service provided through the Internet, and neither INTELLETRACE nor its affiliates shall be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely CUSTOMER's responsibility and End Users' and CUSTOMER's authorized users' responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the service or on the Internet generally.

16.4 CUSTOMER understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people. CUSTOMER and End Users and authorized users access such materials at their own risk. INTELLETRACE has no control over and accepts no responsibility whatsoever for such materials.

16.5 The Service is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title, noninfringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by INTELLETRACE, its affiliates or its contractors or their respective employees shall create a warranty. Neither INTELLETRACE nor its affiliates warrants that the Service will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of viruses, worms, Trojan horses or other harmful components.

16.6 If CUSTOMER is dissatisfied with the Service or with any terms, conditions, rules, policies, Guidelines, or practices of INTELLETRACE in operating the Service, CUSTOMER's sole and exclusive remedy is to terminate the Service Order in accordance with the Products and Services Agreement.

16.7 INTELLETRACE has no obligation to monitor the Service. However, CUSTOMER agrees that CARRIER has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. As provided above, CARRIER will monitor the transmission of the Service. However, CARRIER will not monitor the content of any of the Service, including, but not limited to, any private electronic-mail messages. INTELLETRACE reserves the right to refuse to post or to remove any information or materials, in whole or in part, that are in violation of this ATTACHMENT.

16.8 INTELLETRACE does not guarantee sequential delivery of datagrams. Packet loss and latency are inherent in IP design. INTELLETRACE will use reasonable efforts to maintain delivery of streaming media through User Datagram Protocol ("UDP").

17. FAILURE TO COMPLY WITH ATTACHMENT

17.1 INTELLETRACE may deny CUSTOMER access to all or part of the Service, or may suspend CUSTOMER's access or refuse to post or remove any information or materials proposed to be posted by CUSTOMER or CUSTOMER's authorized users, if any conduct or activity violates any of the terms and conditions in this ATTACHMENT; provided that INTELLETRACE will give CUSTOMER twenty-four (24) hours prior notice and opportunity to cure the violation prior to suspension of the Service. Notwithstanding the foregoing, in the event of an emergency, INTELLETRACE reserves the right to immediately suspend Service to

prevent degradation of network integrity. If INTELLETRACE suspends Service because of such a violation, CUSTOMER and CUSTOMER's authorized users shall have no right to access any materials or third party services, merchandise or information stored on the Internet through INTELLETRACE Services, and CUSTOMER shall have no right to credit(s) related to such unavailability of Service. INTELLETRACE shall not be responsible for notification of the suspension to any party other than CUSTOMER.

17.2 Notwithstanding the foregoing, in the event CARRIER'S system integrity is threatened or INTELLETRACE is served with any court or governmental order requiring suspension or termination of Service, INTELLETRACE may suspend or terminate Service immediately.

18. ENTIRE ATTACHMENT.

This ATTACHMENT sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof. The ATTACHMENT will remain in full force and effect except as modified herein.