

MetaLINK DSL Service Agreement

MetaLINK Technologies, Inc. ("MetaLINK") is pleased to provide you ("Customer") with Digital Subscriber Line (DSL) Internet access services over telephone line via a DSL router (the "Services") on the terms and conditions set forth below.

Please carefully read and review the terms and conditions of this Agreement before using the equipment (AS DEFINED IN SECTION 3 BELOW) or THE Services. By USING THE EQUIPMENT OR THE SERVICES, you are becoming a party to and agree to be bound by this agreement. IN ADDITION, YOUR USE OF THE SERVICES IS SUBJECT TO THE THEN-CURRENT METALINK INTERNET SERVICE AGREEMENT (SEE SECTION 7(a) BELOW) and all license agreements in connection with the software supplied to you by MetaLINK.

1. TELEPHONE SERVICE.

(a) Telephone Providers. The monthly charge for the Services covers those charges associated with MetaLINK providing Services to Customer, and in no way changes or supersedes Customer's relationship with the existing provider of local or long-distance telephone service. Customer maintains responsibility for payment of bills for such telephone services to the appropriate carrier(s).

(b) Underlying Service. Customer acknowledges that the Services are delivered over the existing telephone infrastructure and that disconnection of the primary voice service may render Services non-functional. Customer shall remain responsible for charges for the Services regardless of the status of the underlying telephone service.

2. ACCESS AND AUTHORIZATION. If Customer chooses to have MetaLINK install the service. Customer authorizes MetaLINK and its employees, agents, contractors and representatives to enter Customer's premises in order to install, maintain, inspect, repair and remove the Equipment. All such services will be conducted at a time mutually agreed to by MetaLINK and Customer. Customer authorizes MetaLINK to work with providers of telephone infrastructure to provision DSL service to the phone number indicated on the order. Customer is responsible for cancellation of any previous high-speed Internet access service using the same infrastructure.

3. EQUIPMENT PROVIDED. MetaLINK or its agent or contractor may provide Customer with an outlet (if required), and a DSL router purchased by the customer. MetaLINK does not provide network interface cards. Client PC must have an Ethernet connection. Most PC's will have network interface cards already installed, however, if this is not the case, one can be purchased at any store that sells computer supplies and hardware. MetaLINK will also provide a user manual and instructions on the use of the Equipment and the Services. The Equipment provided by MetaLINK, when properly installed in Customer's computer, will allow Customer to access and use the Services.

4. INSTALLATION.

(a) Computer Equipment Requirement. MetaLINK or its agent or contractor has provided Customer with materials, which set forth the minimum hardware and operating system requirements necessary to use the Services. Customer represents and agrees that Customer has reviewed those materials and that the computer in which the Equipment will be installed meets these minimum computer requirements. Further, Customer understands that he or she must possess original (or equivalent) media (CD, disk, etc.) for the Operating System in order for an installation to be successful.

(b) Back-Up Requirements. The installation, use, inspection, maintenance, repair and removal of the Equipment may result in service outage or potential damage to Customer's computer. Customer acknowledges and agrees that Customer is solely responsible for backing-up all existing computer files by copying them to another storage medium prior to installation of the Equipment, and prior to any inspection, maintenance, repair or removal of the Equipment. MetaLINK and its employees, agents, contractors and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of Customer's software, files, data or peripherals.

(c) Access; File Modification. In order to install the Equipment, it may be necessary to open Customer's computer. In addition, as part of the installation process for the software, as when most software is installed on a computer, system files on Customer's computer, such as INI, BAT, SYS and DLL files, may be modified or deleted. MetaLINK does not represent, warrant, nor covenant that such modifications or deletions will not disrupt the normal operations of Customer's computer, and MetaLINK and its agents and contractors shall have no liability whatsoever for any damages resulting from the modifications or deletions.

(d) Full Installation. If Customer chooses to have MetaLINK install the service, the Customer agrees to permit MetaLINK to open Customer's computer in order to install the Equipment. MetaLINK or its agent or contractor shall use reasonable efforts to install the Equipment to full operational status.

(e) Computer Warranty. Customer assumes responsibility for impacts to or loss of any warranty associated with the opening of Customer's computer for installation of an internal card or DSL router.

(f) Self-Installation. At MetaLINK's sole option, MetaLINK may permit Customer to perform installation of the Equipment by Customer or have installation performed by a third party selected by Customer. In such case, MetaLINK or its agent or contractor shall supply the DSL router and limited quantities of telephone wiring supplies. METALINK DOES NOT REPRESENT, WARRANT OR COVENANT THAT INSTALLATION BY CUSTOMER OR A THIRD PARTY CHOSEN BY CUSTOMER WILL ENABLE CUSTOMER TO SUCCESSFULLY ACCESS, OPERATE OR USE THE SERVICES, NOR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO CUSTOMER'S COMPUTER, DATA, SOFTWARE, FILES OR PERIPHERALS. IN ADDITION, METALINK AND ITS AGENTS AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE OR OPERATE THE EQUIPMENT OR SERVICES BY ANY CUSTOMER WHO CHOOSES THIS METHOD OF INSTALLATION. THE FOREGOING LIMITATION OF LIABILITY IS IN ADDITION TO AND SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY AND ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT.

5. FIXED LOCATION SERVICE. Customer acknowledges that this is a fixed-location service and may not be moved to a different residence (even if the phone number remains the same) or a different phone number without payment of the new connection fees and the early cancellation charge, if applicable. If Customer moves residences, Customer shall notify MetaLINK that this Agreement shall be terminated and the provisions of Section 12 (including Customer's obligations under Section 12(b)) shall apply to such termination. In all cases Customer shall notify MetaLINK as provided in Section 13.

6. PAYMENT TERMS.

(a) Agreement to Pay. Customer agrees to pay the monthly charges and other fees, including applicable taxes, for the Equipment and Services as established from time to time by MetaLINK. Current charges are set forth in Attachment A to this Agreement and are subject to change as specified in Section 6(c) below.

(b) Payment Methods. Customer will be invoiced monthly in advance for all amounts due and owed to MetaLINK. All payments are due within 20 days after the date of such an invoice. Customer's account may be terminated or suspended if payment is not received within 20 days of the date of such an invoice.

(c) Price Changes. Customer acknowledges and agrees that MetaLINK has the right to change its charges at any time subject to applicable law and upon notice to Customer.

(d) Customer Charges. Customer acknowledges that Customer may incur charges while using the Services. For example, charges may be incurred as a result of accessing certain information, or purchasing or subscribing to certain offerings, via the Internet. Customer agrees that all charges, including all applicable taxes, shall be paid by Customer and are not the responsibility of MetaLINK.

7. USE OF THE SERVICES.

(a) Other Agreements. Customer acknowledges and agrees that the Services are for personal or business use only, and use of the Services is subject to the terms and conditions of MetaLINK's then-current subscriber Internet Service Agreement (which can be found linked from the MetaLINK Home Page at <http://www.metalink.net/tos.html> on the World Wide Web), as well as the license agreements associated with the software provided by MetaLINK. MetaLINK reserves the right to change its subscriber Internet Service Agreement at any time.

(b) No MetaLINK Liability for Content. Customer acknowledges that there is content on the Internet or otherwise available through the Services which may be offensive, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible through the use of the Services to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. MetaLINK assumes no responsibility for and exercises no control over the content contained on the Internet or otherwise available through the Services. In particular and without limiting the generality of the foregoing, MetaLINK neither censors nor monitors the legality of any such content. All content accessed or received by Customer through the Services is accessed and used by Customer at Customer's own risk, and MetaLINK and its

employees, agents, contractors and representatives shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to the access to or the receipt of such content by Customer.

(c) MetaLINK Content Rights. MetaLINK has no obligation to monitor the Services content. However, Customer acknowledges and agrees that MetaLINK has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Services properly or to protect itself or its subscribers. MetaLINK reserves the right to post or to remove any information or materials, in whole or in part, that in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

8. Limited Warranty. ALL EQUIPMENT AND SERVICES ARE PROVIDED BY METALINK "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND. METALINK DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE EQUIPMENT OR SERVICES. METALINK DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF TITLE OR NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXCLUDED. Certain Equipment may be subject to third party warranties, which may be passed through MetaLINK to Customer at no additional charge. MetaLINK will comply with all reasonable requirements necessary to affect the pass-through of the warranty to Customer. At its sole option, MetaLINK or its agent may replace defective equipment on behalf of the manufacturer, provided Customer follows all applicable procedures and obtains a Return Materials Authorization (RMA) number.

9. SPECIFIC RISKS FOR WHICH METALINK SHALL HAVE NO LIABILITY.

(a) Security Breaches. The Internet is a shared resource among many customers. Because of this, there is a risk that Customer could be subject to a variety of security breaches, including but not limited to eavesdropping and denial of service attacks. This means that other people may be able to access, monitor and/or alter Customer's files, data or other traffic sent or received using the Services, and/or negatively affect Customer's ability to use the Services. Any information sent by Customer over the Services network is sent at Customer's sole risk, and MetaLINK shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by Customer.

(b) FTP/HTTP Server Setup. Customer should also be aware that when using the computer to access the Internet or any other on-line network or service via the Services, there are certain applications, such as FTP (File Transfer Protocol) server and HTTP (Hyper Text Transfer Protocol) server, which may be used to allow other Service users and Internet users to gain access to Customer's computer. Customer is permitted to run such applications for Customer's personal use and within the limitations of Section 7 of this Agreement, provided, however, that Customer acknowledges and agrees that if Customer chooses to run such applications, Customer should take the appropriate security measures and that the risk of security breaches as described in Section 9(a) of this Agreement may be significantly increased. MetaLINK shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from or arising out of or otherwise relating to the use of such applications by Customer, including, without limitation, damages resulting from other users accessing Customer's computer.

10. Limitation of Liability. MetaLINK's liability to Customer for direct damages shall be limited to a maximum of the fees paid by Customer to MetaLINK for the Services during the twelve (12) month period prior to the time when Customer's claim for direct damages arose; provided, however, that MetaLINK shall have no liability whatsoever for any damage to, loss of, or destruction of any software, files or data. In addition, MetaLINK will not be liable to Customer or to any third party for:

(a) any indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with, the use of the Services by Customer or any other use of the Equipment or Services, including without limitation, any damage resulting from or arising out of Customer's reliance on or use of the Equipment or Services, or the mistakes, omission, interruptions, deletion of files, errors, defects, delays in operation, transmissions, or any failure of performance of the Equipment or Services; and

(b) any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit, or other proceeding based upon a claim that the use of the Equipment or Services by Customer or a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights or contractual rights of any third party.

The foregoing limitation applies to the acts, omissions, negligence and gross negligence of MetaLINK, its officers, employees, agents, contractors or representatives which, but for this provision, would give rise to the cause of action against MetaLINK in contract, tort or any other legal doctrine. Customer's sole and exclusive remedies under this Agreement are as expressly set out in this Agreement.

11. AMENDMENT OF THIS AGREEMENT. MetaLINK may, in its sole discretion, change, modify, add or remove portions of this Agreement at anytime. MetaLINK will provide notice of such changes to this Agreement to Customer by electronic mail or postal mail. Customer's continued use of the Service following notice of such change, modification or advancement shall be deemed to be Customer's acceptance of any modification. If Customer does not agree to any modification of this Agreement, Customer is terminating this Agreement in accordance with Section 12(a) of this Agreement.

12. TERMINATION.

(a) Termination Rights. Either party may terminate this Agreement at any time by providing the other party with no less than twenty-four (24) hours written notice of such termination. Customer may also terminate this Agreement by providing verbal notice of termination to a MetaLINK customer service employee contacted through MetaLINK's published toll-free Customer Service number. If customer cancels verbally, customer must obtain a confirmation number from the MetaLINK customer service representative at time of cancellation to verify the request has been recorded. This number must be referred to in any further dealings with the request.

(b) Minimum Service Agreement. Customer agrees to maintain the Services for the minimum service agreement period or pay the applicable early termination charge. Both the minimum service period and the early termination charge are included with MetaLINK's published rates, and are set forth in Attachment A.

(c) Customer Obligations Upon Termination. Customer agrees that upon termination of this Agreement: (i) Customer will pay MetaLINK in full for Customer's use of Services up to the end of the billing cycle in which the Services have been disconnected; (ii) Customer will pay an early termination charge, if applicable; and (iii) Customer will return or destroy all copies of any software provided by MetaLINK pursuant to this Agreement, including all back-up copies.

13. CONTACT ADDRESS. For any inquiries or notices required in connection with Agreement Customer should contact MetaLINK at the published toll-free Customer Service number, or in writing to MetaLINK Technologies, Inc., Customer Service, PO BOX 1121, Defiance, OH 43512.

14. GOVERNING LAW. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes hereunder, shall be governed by and construed in accordance with the laws of the State of Ohio without reference to conflict of law principles. All disputes arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the state and federal courts in Ohio, and each party irrevocably consents to such personal jurisdiction and waives all objections thereto. Customer may not bring any claim, suit or proceeding more than one (1) year after the date of the cause of action.

15. GENERAL. Nothing contained in this Agreement shall be construed to limit MetaLINK actions or remedies in any way, and MetaLINK reserves at all times all rights and remedies available to it at law or in equity. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces any and all prior written or verbal agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. MetaLINK's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by Customer. This Agreement may be assigned or transferred by MetaLINK without consent of Customer.

Attachment A to MetaLINK DSL Service Agreement

Schedule of Minimum Service Requirements and Charges (Updated as of 11/1/03)

These charges are current as of the published date, but are subject to change at any time, subject to applicable law and notice to Customer.

1. MINIMUM SERVICE REQUIREMENT. Customer agrees to maintain the DSL Services for a minimum period of twelve (12) months. If prior to the end of the 12 month term, Customer cancels the Services for any reason or MetaLINK terminates the Agreement due to Customer's breach of the Agreement, Customer agrees to pay to MetaLINK an early termination charge of \$99.00.

2. EQUIPMENT CHARGE. (a) Retail Prices. This rate is subject to periodic discounts and promotions. The actual amount charged for equipment will match the current promotional rate for Customer's market and type of installation. The actual cost is referenced on the order form.

3. INSTALLATION CHARGE. The Customer is responsible for an installation charge if the installation option is requested on the service order. A typical one-time installation charge is \$99.00. A typical home installation includes the connection of the DSL router to the Internet and the configuration of one customer computer for use of the DSL Internet service. A business installation will be charged at the rate of \$149.00. Any atypical installation may result in higher installation charges to the Customer. Any non-typical installation charges will be quoted to customer for acceptance prior to installation.

4. MONTHLY SERVICE CHARGE. The recurring monthly charge payable by Customer for the Services are as follows:

Residential Packages

Package	Download	Upload	Monthly
Copper	256K	128K	\$34.95
Bronze	512K	128K	\$39.95
Silver	1.5M	384K	\$59.95
Platinum	3M	512K	\$79.95

Business Packages

Package	Download	Upload	Monthly
Copper	256K	128K	\$34.95
Bronze	512K	128K	\$49.95
Silver	1.5M	384K	\$69.95
Platinum	3M	512K	\$94.95

*Single Static IP: \$9.95/month**

*Multiple IP's or Subnet: \$89.95/month**

**Available only on Business DSL packages.*

5. ANALOG USAGE. Customer may purchase traditional analog "dialup" service from MetaLINK and use its network of dial access numbers at a discounted rate while maintaining a DSL account. MetaLINK shall provide Customer 15 hours of dialup service per month at \$5.00 per month; additional hours above 15 will be billed at \$1 per hour.

6. NO-SHOW CHARGE. Customer may be charged a no-show charge of \$49.95 for failing to keep a scheduled appointment or for canceling an appointment less than 24 hours in advance of the appointment.

MetaLINK DSL Policies

Scheduling an Installation Appointment

To have a MetaLINK authorized installer complete your DSL installation you will need to have the following items available:

- Copy of Operating System Media
- Your MetaLINK Account Information (on the letter that comes with your kit)
- Backup of System Data (recommended)

A MetaLINK DSL authorized installers can handle most common installations, but are not equipped for specialized or exceptionally difficult situations. Limitations include, but are not limited to, the following:

- Any work requiring a ladder must be done within ten vertical feet (10') off the ground and on a clear and level surface.
- Should an Installer need to enter a crawl space or attic, the space must have a minimum vertical clearance of forty-eight inches (48") and be dry and clear of debris. Attics with insulation or open rafters must have visible walk areas capable of supporting the technician and equipment.
- Installers will not attempt any installation if you do not have your original operating system media (e.g., your Windows 95 CD or your Macintosh Operating System CD) or suitable alternative (local CAB files, or a copy of the installation media).
- Installers will not install software on a Windows operating system earlier than Windows 95B or NT 4.0 service pack 3.
- An adult age 18 or older must be present on the premise at all times.
- Installers will not move any furniture weighing over twenty-five pounds (25 lbs) or over three feet (3') in length.

If you have any questions about these guidelines, please feel free to contact MetaLINK's Installation Group toll free at 888-999-8002.

Warranty Issues

The DSL router provided to you is covered under one or more manufacturer's warranties.

Should you have a problem with the DSL router provided by MetaLINK, you may follow the procedures outlined below. Note that these procedures are subject to modification at any time.

- Contact MetaLINK Technical Support at 888-999-8002 (419-782-3472 in Defiance) to make sure the router is the problem.
- If the router is determined to be the problem, please contact the equipment manufacturer and follow their procedures for replacement. If immediate replacement is required, a new piece of equipment can be purchased from MetaLINK at full retail price.
- Note that manufacturer's warranties typically do not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power (including lightning strikes), unauthorized service, or usage not in accordance with product instructions.

Repair Calls

MetaLINK's Technical Support group is on call to resolve any problems you may encounter. Should you need assistance, you may contact technical support at 888-999-8002 (419-782-3472 in Defiance). Should you have a problem that cannot be resolved over the telephone with our technical support, you may elect to schedule a repair visit. Repair calls are charged at \$45.00/technician hour with an additional one-half of the drive time being charged plus the cost of replacement equipment, if necessary as noted in the "Warranty" section above.

If the repair requires the MetaLINK technician to open the computer up then the Customer is agreeing to hold MetaLINK harmless.

Repair calls cover the following conditions:

- Replacement of a defective DSL router or Network Interface Card, provided it was originally supplied by MetaLINK.
- Troubleshooting of line problems.

PLEASE NOTE THAT METALINK AUTHORIZED INSTALLERS WILL NOT BE ABLE TO CORRECT HARDWARE OR SOFTWARE PROBLEMS WITH YOUR COMPUTER, OTHER THAN AS NECESSARY TO REPLACE AN INOPERABLE DSL ROUTER OR NETWORK INTERFACE CARD. FOR GENERAL COMPUTER REPAIR OR SUPPORT UNRELATED TO DSL REPAIR, PLEASE REFER TO THE COMPUTER MANUFACTURER OR SOFTWARE VENDOR FOR FURTHER SUPPORT INFORMATION OR AUTHORIZED REPAIR SERVICES.

To schedule a repair call, please contact MetaLINK Technical Support at 888-999-8002 (419-782-3472 in Defiance).