



Wireless Service Order

Name: _____
Company: _____
Address: _____

**** Business accounts can specify a specific date or password for security purposes.**

City: _____ State: _____ County: _____ Zip: _____

Phone:(_____) _____ - _____ Birthday:** ____/____/____ Previous ISP: _____

Work Phone:(_____) _____ - _____ Cell Phone:(_____) _____ - _____

Preferred Username: _____ Preferred Password: _____

Additional E-mail Usernames: _____

Additional E-mail Passwords: _____

Usernames are used to identify you on our service. They should be unique as well as 5 to 12 characters in length (numbers can be used after the first character). Your username will also be the first part of your e-mail address (such as username@defnet.com). If you are a current customer of MetaLINK, please use the username on your current account. Passwords must be 8 characters including 6 letters and 2 numbers.

Wireless Internet Access Plans *(All wireless access plans have a \$99 installation cost for typical installations.)*

- Residential Wireless Surfer (\$39.95/mo)
- Residential Wireless Power User (\$49.95/mo)
- Residential Wireless Premium (\$59.95/mo)
- Residential Wireless Extreme (\$69.95/mo)
- Business Wireless Basic (\$49.95/mo)
- Business Wireless Plus (\$59.95/mo)
- Business Wireless SOHO (\$89.95/mo)
- Business Wireless Extreme (\$99.95/mo)
- Business Wireless Dedicated *(see attached)*
- Static IP Address (\$9.95/mo)

Wireless Hardware Bundle *(Includes: Antenna, Bridge, Jumper, Cable, Connectors & Mounting Hardware)*

- 2 Year Term Commitment \$199.95 * (initial _____)
- 900 MHz 2 Year Term Commitment \$399.95 * (initial _____)
- Equipment Upgrade with New 2 Year Term Commitment \$ _____ * (initial _____)
- Add wireless router for \$70.00 (initial _____)

*** NOTE: An early termination fee may apply if a Term Commitment is selected.**

No Commitment Option Available

- Typical \$ _____ (initial _____)
- 900 MHz \$ _____ (initial _____)

How would you like us to invoice your setup fees and equipment costs?

- Check or Cash at time of installation.
- Visa, MC, Discover, AMEX #: _____

Your name as it appears on card *(Print please)*: _____

Expiration: _____/_____/_____ 3 Digit Security Code: _____

How would you like us to invoice you monthly?***

- U.S. Mail *(\$1.00 Processing fee per billing cycle)*
- E-Mail - Address to receive invoice: _____
- Visa, MC, Discover, AMEX #: _____

Your name as it appears on card *(Print please)*: _____

Expiration: _____/_____/_____ 3 Digit Security Code: _____

By signing below, I am acknowledging that I have read and agree to the attached Wireless Internet Access and Service Agreement for MetaLINK Technologies, Inc. If payment by credit card is selected above, my signature authorizes MetaLINK Technologies, Inc. to charge my card each billing cycle for Internet services.

***Customer is required to have a valid credit card on file at all time. Should Customer become delinquent on their payments, MetaLINK reserves the right to process overdue charges automatically to the credit card on file. Customer expressly consents to MetaLINK processing delinquent amounts on the credit card provided.

_____/_____/_____
Authorized Customer Signature Date Title of Authorized Signature *(if applicable)*

Additional Authorized Users _____

Please mail completed application to MetaLINK, PO BOX 1121, Defiance OH 43512 or fax to 419-782-2854

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Wireless Internet Access and Service Agreement

This WIRELESS INTERNET ACCESS AND SERVICE AGREEMENT (the "Agreement or "agreement") is entered into between MetaLINK Technologies, Inc. ("MetaLINK"), and the "Customer." MetaLINK shall provide Customer a wireless Internet "Connection" to the Internet ("Services") from MetaLINK's closest Point of Presence (POP). Customer shall pay MetaLINK a monthly service and installation fee as outlined in the "Wireless Service Order" which shall be due upon Customer execution hereof. Customer will receive from MetaLINK the requirements necessary to provide Customer with the Connection, which shall include, but not be limited to computer or router configuration information, the customer's demarcation point (the "Requirements") and the date on which the Requirements must be fulfilled.

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 and bound by:

- 1) the then-current Wireless Internet Access and Service Agreement,
- 2) Attachment A thereto, and
- 3) all license agreements in connection with the software supplied to you by MetaLINK, all of which are incorporated herein.

1. FIXED LOCATION SERVICE. Customer acknowledges that this is a fixed-location service and may not be moved to a different residence or place of business. An adequate signal is required for this service. If Customer moves residences of its place or business, the Customer shall notify MetaLINK that this Agreement shall be terminated and the provisions of Section 13 (including Customer's obligations under Section 13(b)) shall apply to such termination. In all cases Customer shall notify MetaLINK as provided in Section 13.

Customer understands that wireless Internet connectivity requires adequate signal, and that any obstruction between MetaLINK and Customer antenna may degrade Customer signal.

MetaLINK is not responsible or liable for any of the following:

- Any obstruction(s) that might be erected or grow between Customer antenna and MetaLINK causing degradation or loss of service
- Debris or Ice on an Antenna
- Damage to antenna by any external source
- Re-aiming the antenna later than 14 days after installation
- Installing hardware and/or software in a different computer after initial installation
- Re-configuration of network settings due to, but not limited to: tampering, re-installation of operating system, accidental removal, moving the hardware to another computer

Customer understands that setup fees are non-refundable if the wireless connection is operable and that setup fees are not refundable later than 14 days after installation. Setup fees are only refundable if the connection is not working within 14 days after installation.

Customer understands that because tree leaves hold water, they absorb the signal, and that will degrade or disrupt Customer connectivity. By having equipment installed during a time of year when there are little or no leaves on the trees, Customer runs the risk of losing connectivity when the leaves come back on the trees. Customer may require extra hardware and setup at that time. MetaLINK shall not be held liable for any charges, nor will Customer be entitled to any type of refund.

2. SERVICE COMMENCEMENT. This agreement shall commence on the date the Connection is activated (the "Activation Date") and shall not expire until 2 years later. At which time this agreement shall automatically renew for successive month-to-month terms unless terminated by either party at least 15 days prior to the date of termination. MetaLINK reserves the right to change its rates for any renewal term by notifying Customer at least 30 days in advance of the effective date of such a rate change. Customer acknowledges that circumstances beyond the control of MetaLINK may cause a delay in turning up the Connection in which case the term of this Agreement shall commence on the date the Connection is activated; provided, however, in the event the delay in activating the Connection is the result of Customer's failure to comply with or provide any of the Requirements of the term of this Agreement shall commence on the activation date.

3. TWO (2) YEAR MINIMUM SERVICE REQUIREMENT. If the Customer selects a term commitment, the Customer agrees to maintain the wireless Services for a minimum period of twenty-four (24) months. If prior to the end of the 24 month term, Customer cancels the Services for any reason or MetaLINK terminates the Agreement due to Customer's breach via non-payment of the Agreement, Customer agrees to pay to MetaLINK an early termination charge of \$199.95 (which is partly calculated as the remaining balance of hardware costs not recouped over the prior service period) and return equipment in accordance with section 13. (d) of this agreement. The Early Termination Fee is derived from providing the Equipment (as defined below) to the Customer below cost in exchange for the Term Contract For wireless Service. The Provider has additionally factored its gross profit from a twenty-four (24) month term Wireless Service Contract into its decision to reduce the selling price for the hardware below its costs, as a subsidy to the Customer. Thus the Customer received the benefit of not having to pay the full Equipment cost up front.

4. ACCESS AND AUTHORIZATION. If Customer chooses to have MetaLINK install the Service (or is in an area where the self-install option is not available), 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 is responsible for cancellation of any previous Internet access service using the same infrastructure.

5. EQUIPMENT PROVIDED. MetaLINK or its agent or contractor may provide Customer with a data outlet (if required), and equipment which may include antennae, cables, ethernet converters, radio network interface card, ethernet network interface card, amplifier and/or a router, if necessary, (collectively, the "Equipment"). MetaLINK does not provide ethernet network interface cards for laptops only desktops. 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.

6. INSTALLATION.

(a) Computer Equipment Requirement. MetaLINK or its agent or contractor has provided Customer with materials that 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, (or is in an area where the self-install option is not available), 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) Impact on 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 network interface card or which may include antennae, cable, ethernet converter or jack, radio network interface card, amplifier and/or a router, if necessary.

(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 Equipment which may include the antennae, cable, ethernet converter, network interface card, radio network interface card, amplifier and/or a router, if necessary, and any software, 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.

(g) If MetaLINK installs software for use in connection with the Service, the Customer must comply with the terms and conditions of the manufacturer's license for such software.

7. 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, which are attached hereto and incorporated herein, and are subject to change as specified in Section 7(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. The Equipment hardware component of the charges will stay fixed.

(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.

8. USE OF THE SERVICES.

(a) Other Agreements. Customer acknowledges and agrees that use of the Services is subject to the terms and conditions of MetaLINK's then-current subscriber Internet Service Agreement (Terms of Service) (which can be found linked from the MetaLINK Home Page at <http://www.metalink.net/tos.html>), as well as the license agreements associated with the software provided by MetaLINK. MetaLINK reserves the right to change its subscriber Internet Service Agreement (Terms of Service) 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. Upon the occurrence of a default by Customer of any provision hereunder, MetaLINK reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to Customer thereunder. 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.

(d) The Customer must not attach any device that permits access to services in violation of the Service Agreement. In addition, federal and state laws prohibit the possession, use, or attempted use of any equipment to receive any MetaLINK services except as expressly provided by the Service Agreement. The Customer assumes all responsibility for use of the service by the Customer or by other persons using the Customer's personal computer or account, including persons under 18 years of age.

(e) MetaLINK and its authorized representative make no representation or warranty that any software installed on the personal computer or that the Customer may download from the Internet, on-line service provider, or other information provider does not contain any virus or other damaging or destructive attributes. MetaLINK and its authorized representatives have no responsibility and assume no liability for such acts or occurrences.

(f) Because the Internet is a shared resource, MetaLINK cannot and does not warrant the security of any information on the Customer's personal computer, or the security or accuracy of any information or data transmitted or received through the Service. MetaLINK has no liability for unauthorized access by third persons to the personal computer, files, or data of the Customer. MetaLINK does not warrant that any data or files will be transmitted or received in uncorrupted form or within a reasonable period of time.

(g) MetaLINK offers Customer access to the Internet. Customer hereby acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated by MetaLINK or any of its affiliates, and that it is a separate network of computers independent of MetaLINK. Customer's use of the Internet is solely at Customer's own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond MetaLINK's authority and control.

(h) MetaLINK's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by MetaLINK to be inappropriate or improper such as bulk e-mail messages.

(i) Access to other networks connected to MetaLINK's network must comply with the rules appropriate for that other network. MetaLINK exercises no control whatsoever over the content of the information passing through its network.

9. LIMITED WARRANTY. ALL EQUIPMENT AND SERVICES ARE PROVIDED BY METALINK "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND EXCEPT AS NOTED BELOW. 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 NON-INFRINGEMENT, 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 covered by six (6) month third party manufacturer warranties that may be passed through MetaLINK to Customer at no additional charge. Some items of Equipment that may be covered by such manufacturer warranties are the radio, ethernet converter, network interface card, router, and amplifier. All other items of Equipment including but not limited to the antennae, cable, or connectors will not be covered by any warranty. MetaLINK will comply with all reasonable requirements necessary to affect the pass-through of any applicable 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.

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

(a) Interruption to the signal that is required for this Service.

(b) 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 affects 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.

(c) 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 8 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 10(b) 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.

(d) Routine Maintenance and Periodic System Repairs. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, MetaLINK does not guarantee continuous or uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service without notice. Customer shall indemnify and hold MetaLINK and its directors, officers, employees, and agents harmless from any and all obligations, charges claims, liabilities, costs and fees incurred as the result of interruptions or omissions of service.

(e) Customer Shall Indemnify MetaLINK. Customer shall indemnify MetaLINK, its affiliates, officers, directors, licensees, and licensors from any and all claims and expenses arising from Customer breach of any provision of this Agreement.

11. 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.

12. AMENDMENT OF THIS AGREEMENT. MetaLINK may, in its sole discretion, change, modify, add or remove portions of this Agreement at anytime. However, the hardware costs which are a component basis for the 24 month minimum service agreement period will remain fixed for the 24 month period. MetaLINK will provide notice of any 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 may terminate this Agreement in accordance with Section 13(d) of this Agreement.

13. TERMINATION.

(a) MetaLINK's Discretionary Termination Rights. MetaLINK may terminate this Agreement, without cause, at any time by providing the customer with not less than twenty-four (24) hours written notice of such termination. In such a case, the early termination charge will not apply.

(b) MetaLINK's Right to Terminate Upon a Breach of Customer. MetaLINK may terminate this Agreement, at any time based upon a customer's breach of this Wireless Internet Access and Service Agreement ("with cause"). In such case, the early termination charge will apply. A customer breach may be based upon non-payment, and/or any other breach by the Customer under this Agreement (known as "with cause"). If services are terminated, a re-connection charge will apply to re-start services.

(c) Minimum Service Agreement. If the Customer selects a term commitment, the Customer agrees to maintain the Services for the minimum service agreement period of (24) months 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.

(d) 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.

Should Services be cancelled prior to the twenty-four (24) month minimum service requirement, Customer agrees to return all Equipment initially installed at customer location, or assist MetaLINK in the retrieval thereof, in good working condition. Full replacement cost of the Equipment will be invoiced on the Customer account until said Equipment is returned and verified to be in good working condition, within 30 days of cancelation. The return of the Equipment does not relieve the Customer of the early termination charge.

14. METALINK 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.

15. 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 Defiance County Common Pleas Court 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.

16. GENERAL.

(a) 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.

(b) MetaLINK may assign this Agreement without Customer's prior consent and all of MetaLINK's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Customer except with the written consent of MetaLINK. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) MetaLINK, solely, shall hold all password and authentication information on the MetaLINK connected computer or router at the customer's location until termination of this agreement. Upon termination of this agreement, 1) by MetaLINK without cause, 2) upon termination of this agreement by customer after the completion of the 24 month term and the Customer's compliance with this Agreement, or 3) upon termination of this agreement by Customer and the Customer's compliance with all terms of this Agreement, including the payment of early termination fee, if applicable.

(d) MetaLINK may modify these terms and conditions upon written notice published on its website. Customer's continued use of service after such notice shall constitute Customer's acceptance of the modification of this Agreement implied in fact.

(e) If any one of the paragraphs in the Agreement is found to be unenforceable or invalid, Customer's and MetaLINK's agreement on all other paragraphs is not affected.

(f) Customer certifies to MetaLINK that he/she is not a minor. Customer agrees to provide MetaLINK with accurate, complete, and updated information including Customer's legal name, address, and telephone number(s). Customer agrees to notify MetaLINK within thirty (30) days of any changes in the Customer's registration information.

(g) This Agreement contains the entire agreement of the parties hereto, and all license agreements in connection with the software supplied to you by MetaLINK with respect to the matters covered hereby and superseded any other prior or simultaneous agreement related to such matters.

MetaLINK offers to provide services to Customer in accordance with this Agreement. The Customer acknowledges the receipt, review and acceptance of this Agreement. The Customer, by signing this Agreement, is accepting such offer and agreeing to be bound by the terms of this Agreement.

Attachment A to Wireless Internet Access and Service Agreement

Schedule of Minimum Service Requirements and Charges

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. If the Customer selects a term commitment, the Customer agrees to maintain the Wireless Services for a minimum period of twenty-four (24) months. If prior to the end of the 24 month term, Customer cancels the Services for any reason or MetaLINK terminates the Agreement due to Customer's breach via non-payment of the Agreement, Customer agrees to pay to MetaLINK an early termination charge of \$199.95 which is calculated as the remaining balance of hardware costs not recouped over the prior service period. This amount is derived from the provider selling the hardware to the Customer below cost as an inducement for the Term Contract for Service. The Provider has factored its gross profit from a two year term Wireless Service Contract into its decision to reduce the selling price for the hardware below its costs, as a subsidy to the Customer. Thus the Customer received the benefit of not having to pay the full Equipment cost up front. Should Services be cancelled prior to the twenty-four (24) month minimum service requirement, Customer agrees to return all Equipment, initially installed at customer location or assist MetaLINK in the retrieval thereof, in good working condition. Full replacement cost of the Equipment will be invoiced on the Customer account until said Equipment is returned and verified to be in good working condition, within 30 days of cancelation. The return of the Equipment does not relieve the Customer of the early termination charge.

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. A typical one-time installation charge is \$99.00. A typical home installation includes the simple mounting of an antenna, running of cable, and mounting of the ethernet converter and configuration of the customer's computer for use of the wireless Internet service. A business installation or an 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 Services, unless noted otherwise on the wireless service order or quote, are as follows:

Residential Services

Wireless Surfer	\$39.95
Wireless PowerUser	\$49.95
Wireless Premium	\$59.95
Wireless Extreme	\$69.95

Business Services

Wireless Basic	\$49.95
Wireless Plus	\$59.95
Wireless SOHO	\$89.95
Wireless Extreme	\$99.95
Wireless Dedicated	Call for Quote

5. ANALOG USAGE. Customer may purchase traditional analog "dial-up" service from MetaLINK and use its network of dial access numbers at a discounted rate while maintaining a wireless account. MetaLINK shall provide Customer 15 hours of dial-up 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. This charge applies whether the appointment is for installation or for service.

7. WIRELESS EQUIPMENT PROTECTION PROGRAM (WEPP). The WEPP program will protect the customer from incurring any additional charges associated with service calls and/or labor for the replacement of wireless Internet equipment purchased and installed from MetaLINK. Customers not enrolled in the protection plan will incur normal service call charges as outlined in this agreement. The program will cover up to 2 (two) service calls and equipment replacements per 12 month period from the date the Wireless Equipment Protection Program was setup. Plan covers equipment at account

installation address only. Plan does not cover abused or misused equipment. Customer may opt to apply for MetaLINK's Wireless Equipment Protection Plan (WEPP) at any time by filling out an application currently located on our web site at <http://www.metalink.net/files/forms/wireless/wepp.pdf>. Once the completed application is received and processed in our office, a monthly fee of \$4.95 will be applied towards customer's account on a monthly basis. Customer agrees to maintain continuous MetaLINK Wireless Internet Service for a period of no less than 1 year after signing the agreement. Customer must subscribe to the plan for 60 days prior to submitting a replacement claim.

8. **ACCOUNT HOLD/VACATION.** Accounts may be placed on hold or vacation mode for periods up to 3 (three) full months. Customer must inform MetaLINK in advance of the account hold/vacation. All requests will be made effective at the end of the current billing cycle and will automatically resume at the end of the 3rd month. If customer is still under a term contract, the months on hold will be added to the end of the term contract. For example, if the 2 year contract term began on 1/1/2011 and ended 1/1/2013, the three months would be added making the new contract end date 4/1/2013.

9. **Wireless Package Changes.** Customer may increase their package speed at anytime by contacting MetaLINK during our normal business hours. Package speed increases are normally processed within 24-48 business hours. Upgrade in packages will be billed the difference between the upgrade package plan and the current plan and will be due and payable within 20 days. Decrease in package speed requests will be processed at the end of the current billing cycle.

MetaLINK Policies

Scheduling an Installation Appointment

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

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

MetaLINK 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:

- 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 on your computer 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

Limited Warranty. ALL EQUIPMENT AND SERVICES ARE PROVIDED BY METALINK "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND EXCEPT AS NOTED BELOW. 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 NON-INFRINGEMENT, 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 covered by a six (6) month third party manufacturer warranties which may be passed through MetaLINK to Customer at no additional charge. Some items of Equipment that may be covered by such manufacturer warranties are the radio, ethernet card, router, and amplifier. All other items of Equipment including but not limited to the antennae, cable, or connectors will not be covered by any warranty. MetaLINK will comply with all reasonable requirements necessary to affect the pass-through of any applicable 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.

Should you have a problem with the Equipment 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 equipment that may include antennae, cable, ethernet converter or jack, radio network interface card, amplifier and/or a router, if necessary, is the problem.
- If the Equipment 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 defective equipment which may include antennae, cable, ethernet converter or jack, radio network interface card, amplifier and/or a router, if necessary, or Network Interface Card, provided MetaLINK originally supplied it.
- Troubleshooting of connection problems.

Any service calls made after the initial 14-day post install time frame* are subject to a fee of \$45 per hour. Any charges incurred from this service call will be billed in the same method as your monthly billing. To insure that I receive optimal service, I agree to notify MetaLINK Technologies Inc. of any additional equipment purchased by me and added to my wireless setup as some equipment may alter or interrupt my current service.

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 WIRELESS EQUIPMENT OR NETWORK INTERFACE CARD PROVIDED BY METALINK. FOR GENERAL COMPUTER REPAIR OR SUPPORT UNRELATED TO WIRELESS SERVICE, 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



TERMS OF SERVICE ("TOS")

Please read the following important information regarding the terms of usage for your account. Electronic version is available on our web site at <http://www.metalink.net/tos.html>

1. The Service ("Service" and/or "Internet Access" covering all forms of Internet Access) as operated by MetaLINK Technologies, Inc. ("Provider") operating under various trade names is a computer, interactive information, software developer, communication, and transaction service provider for the Internet. The Service is available to an authorized member ("Member" or "Customer") through a membership account ("Membership"); it is accessible through a personal computer, or other access device, using software and a communications connection.
2. By accepting this agreement and using this service, Member signifies that he/she has read the specific service agreement and service order for the type of service/Internet Access selected by the Member and this Terms of Service agreement in its entirety, understands all clauses in this agreement, and agrees to be bound and responsible for all terms contained herein. If Member does not agree to these Terms of Service, Member must NOT install or use the service on their computer(s) or other access device and must contact Provider immediately to terminate service. Should Member fail to cancel service, Member shall be held responsible for the Terms of Service. Usage of the service is acceptance of the Terms of Service.
3. Member certifies to Provider that he/she is not a minor. Underage users MUST have a parent or legal guardian open the account, which constitutes the parent's, or guardian's acceptance of and responsibility for the terms and conditions set forth herein. Parental discretion is advised.
4. Member fully understands that the Provider can only offer a method to access the Internet, and does not edit the content of the Internet or make any measures to restrict the content available on the Internet, except in some limited cases where the customer has requested such action, and even in those cases the Provider's ability to filter undesirable information is not complete. Provider cannot assume any responsibility for material which the Member accesses online, whether such material is obscene, indecent, violent, or whether it contains computer viruses or anything else objectionable to the Member or harmful to the Member's computer, as Provider has no control over such material available online. Provider reserves the right to attempt to filter some unwanted content, but has made no statement that such attempts are guaranteed to work and assumes no liability if the Member accesses such information in spite of any filtering.
5. Provider sells Unlimited Interactive Access plans that may sometimes be referred to as Unlimited Access plans. These plans are one and the same and are all based on Interactive access. That is, Unlimited Interactive Access is defined as a temporary, on-demand connection to the Internet that incurs no overtime charges for usage beyond a particular point. Unlimited Interactive Access explicitly implies that Member terminates the Internet connection when it is not actively being used and does not use any artificial means to simulate usage in order to remain online. Provider reserves the right to terminate connections that have been in place for an excessive period of time. Provider also reserves the right to terminate connections that have been inactive for an excessive period of time. In both cases, Provider reserves the right to determine what is considered an excessive period of time. Members that consistently show excessive usage on their accounts may be switched to a dedicated dial-up plan. The Provider maintains both "on-network" and "off-network" dial-up modem ports. On-network dial-up modem ports are phone numbers that are connected to equipment owned and operated by the Provider. Off-network dial-up modem ports are phone numbers that are connected to equipment owned and operated by a third party which the Provider contracts for service. The off-network modem ports are subject to the terms and conditions of the third party and most notably can have a maximum connection time of 150 hours per unique login ID or username.
6. Provider's free technical support includes configuring and maintaining the Service and related features of the Service as they relate to the Provider. Issues relating to other providers, web-site specific applications or the customer's system hardware may not be supported. Provider is not responsible for damage to any computer resulting from the assistance of technical support in a good faith effort or for software and/or system failures that happen at the same time as the Member installs or uses the software provided by Provider.

7. Member is allocated 25 million bytes (Megabytes) for storing personal files. For each million bytes above the initial twenty-five, the Member will be required to pay one additional dollar per month. For example, a Member with twenty-seven million bytes used for storage would pay an additional two dollars per month of service. In cases where Member's storage dramatically exceeds the twenty-five megabyte limit, Provider reserves the right to delete files without any prejudice or inspection of their contents. Provider shall be the sole judge of what is considered dramatically exceeding the limit.
8. Member agrees to the following:
 - Member may not permit other individuals whom do not reside at the member's address to use their account.
 - Member may not permit concurrent use of the Service.
 - Member must maintain the confidentiality of his/her password and assumes all responsibility for any failures to maintain said confidentiality.
 - Member may not have the same username in use on two or more dial-in sessions at the same time unless Member's service plan allows for such usage.
 - Member agrees to provide Provider with accurate, complete, and updated information including Member's legal name, address, and working contact telephone number(s).
 - Member agrees to notify Provider within 30 days of any change in Member's registration data.
9. Member may order and purchase merchandise, services, and/or software from other third-party vendors ("Sellers") on the Internet, who are not affiliated with Provider. Provider shall not be a party to a transaction between Member and Seller, or be liable for any cost or damage arising either directly or indirectly from any action or inaction of either Member or Seller. Provider will not be bound by any licensure associated with these agreements between Member and Sellers.
10. Provider may electronically monitor the Service and may disclose any content or records to satisfy any law, regulation or official government request to properly operate the Service and protect its members. Provider reserves the right at its sole discretion to review, modify, or refuse to post any material or information. Provider will not intentionally monitor or disclose any private mail messages unless permitted or required by law. Provider reserves the right to remove any content that it believes to be unacceptable or undesirable. Provider will not sell or release Member's information, including E-mail addresses, to any outside parties except as specified otherwise in this paragraph. Member acknowledges at the same time that information transmitted through the Internet in general is not confidential, and therefore Provider can take no responsibility for the privacy or protection of the user relating to any such information.
11. Provider assumes no liability for any fees charged by phone companies or other parties due to long distance calls and/or additional services. It is the Member's responsibility to verify the number they are dialing for Internet access is correct and understand that third party charges may apply.
12. Services from the Provider may only be used for lawful purposes. Member's use of account or service in an illegal manner shall be considered grounds for immediate termination. Upon request of Provider, member agrees to defend, indemnify and hold harmless Provider and employees, officers, directors, agents and licensees of the Provider against any claims or expense, including reasonable attorney's fees that arise from Member's use of Service and the Internet.
13. Provider makes no warranty of any kind, express or implied, regarding its service and availability. While a good faith effort will be made to hold any periods of a lack of service to scheduled maintenance periods, no guarantees are made as to any account, product, or service offered by Provider. Provider also offers no warranty, express or implied, regarding any transmissions made by Member on the Internet or the Provider's service. Member is solely responsible for any losses, damages, or expenses related to service failure whether caused by Provider or Member, and agrees that Provider shall not be liable for any or all of the same.
14. Provider reserves the right to move, delete, or reduce Member's mailbox if said mailbox has reached a size that is adversely affecting system performance. Furthermore, member acknowledges that Provider has the right to stop any mail processes being run by Member that are adversely affecting system performance. In these and all instances of system performance being affected, Provider is the sole judge of what is adverse.
15. Provider reserves the right to control and alter bandwidth for high-speed accounts when it can be shown that the activity on those accounts is adversely affecting system performance. Provider reserves the sole right to determine what adverse performance is.
16. Provider does not restrict personal E-mail or newsgroup postings. However, the sending of unsolicited bulk E-mail ("UBE") or unsolicited commercial E-mail ("UCE") is strictly prohibited, whether it is through Provider's connectivity services or mail servers. If a person is reasonably suspected of sending either UBE or UCE or both, Provider reserves the right to immediately deactivate the account. Provider will only re-activate the account after a thorough discussion of the issue with Member, and even then reserves the

- right to not do so. If it is confirmed that a party has violated Provider's UBE or UCE policy, Provider reserves the right to permanently terminate the account with no refund and issue a \$250 fine with additional charges of \$50 per complaint received. Abusive conduct in E-mail shall also not be tolerated and shall be considered grounds for account deactivation in a like manner.
17. Provider has a regularly scheduled maintenance window from 12 A.M. till 6 A.M. During this time, Provider's services may be offline. Provider will give advance notice as much as possible of any anticipated downtime outside of this window. Provider cannot guarantee uptime outside of this window and occasionally service outages may arise which are out of Providers control. Provider assumes no liability for downtime outside of the maintenance window.
 18. All rights given to Provider and Member by this terms of service shall be cumulative in addition to any laws which exist or might come into being. Should Provider waive the right to enforce any breach of the terms of service, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Provider may know when accepting payment for the service that Member is in fact violating one or more of the terms of this terms of service, Provider in accepting the payment is in no way waiving Provider's right to enforce the breach. The Provider shall not waive the right to enforce any breach unless Provider signs a waiver in writing.
 19. Provider under no circumstances including negligence, or anyone else involved in creating, producing, or distributing the Service or the Provider's software, shall be liable for any damages that result from the use of or inability to use the Service or the Provider's software. This includes, but not limited to, reliance on any information obtained on the Service; or that result from omissions, interruptions, deletion of files, errors defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to the Provider's records, programs or services. Because some states do not allow the exclusion or limitation for consequential or incidental damages, the Provider's liability is limited to the greatest extent provided by law.
 20. Member is responsible for all activities and charges resulting from the use of the Member's account on the Service. Member agrees to pay all monthly membership fees, connect time charges, and other charges incurred by Member and/or his/her designated users. In the event of a breach of the Member's account, Member will remain liable for any unauthorized use of the Service up to the time Member notifies Provider of the breach or it is otherwise discovered.
 21. Provider's accounting cycle begins on the first (1st) of each month. Service charges will be billed in advance of receiving services and hours in excess of the monthly contract will be billed in arrears. The exception to this is during the first month of membership for unlimited accounts. In this circumstance, the service payment for the time period between the membership date and the end of the month for the Unlimited accounts will be prorated and included either on an invoice enclosed with the Provider's Software, mailed separately, or on the next billing cycle. Hourly accounts will not be pro-rated. The member acknowledges responsibility for the account until the payment is made in full. The member's account will be billed via US Postal Mail, E-mail or credit card. Invoices sent via US Mail will incur a one-dollar processing fee. When the member's account is first opened, a setup fee of fifteen dollars will be applied to the account. This fee will be credit to the member's account if a signed Acknowledgement and Acceptance of the Terms of Service form is returned to the Provider.
 22. Provider reserves the right to change fees, surcharges, and monthly membership fees or to institute new fees at any time upon thirty days prior notice. In the event that a Member's account is terminated or canceled, credits will be forfeited. Member's account is not convertible to cash or other forms of credit. If Provider does not receive the full amount of Member's account balance by the invoice due date, a five dollar late charge will be added to Member's account balance and shall be due and payable. Provider reserves the right to disable Member's account for non-payment once an account is in past due status. Member accounts disabled for non-payment will be charged a disconnect/reconnect fee up to \$45 per occurrence. Service will not be re-activated until all charges including late fees are paid in full. Member shall also be liable for all attorney and collection fees arising from Provider's efforts to collect any unpaid balance of Member's account(s). Members turned over to collections will not have their service reinstated until said fees along with the outstanding balance are paid in full.
 23. Payment Plans are available for accounts in past due status. Payment arrangements must be setup within 30 days of the date the first outstanding charge posted to the Customer account. Minimum payment arrangements of \$20 will be acceptable with all other payment amounts considered. Payment arrangements will not cease additional late fees from being applied against the Customer account. If a payment is not made as agreed, Customer account will automatically be sent to a collection agency for further collection action.
 24. Provider may modify this agreement at any time and in any manner. Any modifications are effective immediately upon either a posting on the Service at <http://www.metalink.net/tos.html>, electronic mail, or conventional mail. Your continued use of the Service following notice of any modification to this agreement shall be conclusively deemed as acceptance of all such modification(s). If

any modification to this agreement is unacceptable to you, you may immediately terminate your membership as provided in this agreement.

25. Member agrees that the Service charges are based on the Member's account being active and available. Provider is not responsible for crediting for time when the Member's account was active and available but not being used for any reason. If Member notifies Provider in writing that they will not be using the service for the period of a full month or more, and then calls back at the end of the period of inactivity, Provider may at Provider's option credit a month's time at the end of the Member's current package or each month the account was not being used. Provider is under no obligation to make such arrangements if Member does not notify Provider in advance. Provider reserves the right to refuse this arrangement in specific cases to be determined by Provider, or at any time Member's package goes past its regular ending period.
26. By accepting these terms, the Member is bound and responsible for the full term of the Internet Access package sold. Member's action is required to cancel the Service. Failure to cancel said Internet Access package does not waive the Member's responsibility for the account. Cancellation must be requested in writing or via phone prior to the end of said term. If cancellation is requested by phone, a cancellation confirmation number will be given to the Member confirming the request. Packages automatically renew at the end of the agreed upon term unless the Member provides written notice to Provider or calls in and receives a cancellation confirmation number. Likewise, package change requests must be given prior to the beginning of the next term. In the event of cancellation (for all Services other than the two (2) term Service for Wireless and/or DSL Service) or package change request, Member acknowledges that cancellation or changes will not take effect until the end of the current billing cycle, and there are no refunds for partial months.

In the case of termination of the two (2) year term Service for Wireless and/or DSL Service, Member will be responsible for the full charge of any early termination penalty and all applicable late fees. The early termination penalty is discussed in the Service Order, Wireless Access Agreement, or the DSL Access Agreement.

Early termination of a pre-paid or multiple-month Unlimited Interactive Access dial-up plan such as the 3, 6, or 12 month plans will billed the normal published monthly unlimited rate times the number of months in which the Members account was active/available as of the date a cancellation request is made. A ten-dollar processing fee will also be applied for the early termination. For example, if a 12 month plan began on January 1st and cancellation was requested as of April 15th, the final balance on the account would be calculated as \$19.95 times 4 months plus \$10.00 thus equaling \$89.80.

In the event an account needs to be canceled due to the account holder passing away, a copy of the Death Certificate along with a letter outlining what needs to be done with the account is required. Letters will be accepted from the Executor of the Estate, the attorney's office handling the estate or other representatives as deemed acceptable solely at MetaLINK's discretion. Cancellations will be processed as outlined in this Terms of Service.

27. Customers are responsible for payment regardless of whether or not an invoice was received. Provider is not responsible for any payments that are not received. Customer's current balance and payments received as well as other billing information may be obtained by phone at 888-999-8002 option 3 or on the Internet at <http://billing.metalink.net>.
28. Provider reserves the right to refuse any account.
29. When you provide a check as payment, you authorize us to use information from the check to make a one-time electronic fund transfer from your account, or to process the payment as a check. You authorize us to collect a fee up to \$25 (plus a bank fee if allowed by your state law) through electronic fund transfer from your account if your payment is returned unpaid. All refunds, returned checks or insufficient funds checks are subject to a \$25 processing fee.
30. Customers requesting automatic credit card billing will have monthly charges processed around the 10th of each month and will be paying in advance of services as outlined in the Terms of Service. The exception to this is the first billing cycle. Any start-up fees will be billed in advance of the installation while the initial monthly fees will be billed shortly after the installation is completed. The initial charges may include any additional equipment purchased at the time of the installation, prorated services for the current month and the next full month service depending on the time of month the installation is completed in comparison to our normal monthly billing process.
31. Customer is required to have a valid credit card on file at all times. Should Customer become delinquent on their payments, MetaLINK reserves the right to process overdue charges automatically to the credit card on file. Customer expressly consents to MetaLINK processing delinquent amounts on the credit card provided.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO (EXCLUDING CHOICE OF LAW RULES). THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND PROVIDER WITH RESPECT TO THE SERVICE. IN THE EVENT THAT A PORTION OF THIS AGREEMENT IS HELD 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.

A Member's use of the Service constitutes the Customer's acceptance of and the ratification of these Terms of Service ("TOS") along with any other applicable agreements for that type of Service.

Last Revised: 10-17-2011