



IMPORTANT—PLEASE READ

Verizon Online DSL Terms of Service and Modem and Promotional Equipment Agreement

By opening the enclosed modem and self-installation packages, you agree that:

- (1) The Terms and Conditions of Service enclosed in this booklet apply to and govern your relationship with Verizon Internet Services Inc.(Verizon Online);
- (2) if after reviewing the Terms and Conditions of Service enclosed in this package you do not agree to comply with them, please call us immediately at 1-800-567-6789 to cancel your service.
- (3) in the event you cancel your Verizon Online DSL Service prior to registration or prior to the end of your first year of service with us, you must return the enclosed modem, or additional equipment charges up to \$175 will apply. Verizon Online will provide you with instructions for returning the equipment and a postage prepaid envelope and address label. If you elect to keep the equipment, we will bill your credit card or telephone bill, whichever billing method you have selected. If you purchased a networking router from Verizon Online, you may keep the router or return it for a full refund within the 30 day money back guarantee period.
- (4) Modem provided is a new or fully inspected and tested returned unit under full warranty.

Verizon Online_{DSL}

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY.

VERIZON INTERNET SERVICES INC. TERMS OF SERVICE

This Verizon Internet Services Access Agreement ("Agreement") is entered into by the subscriber ("you") and Verizon Internet Services Inc. ("VIS"). This Agreement sets forth the terms and conditions under which you agree to use the VIS Service and under which VIS agrees to provide the services to you. **THESE TERMS AND CONDITIONS IMPOSE IMPORTANT REQUIREMENTS ON YOU REGARDING YOUR USE OF VIS' SERVICE AND YOU SHOULD READ THEM CAREFULLY.** You and VIS agree to the following terms and conditions:

1. SCOPE OF SERVICE

1.1 VIS will provide you with access to Verizon Online dial-up, or as applicable, Verizon Online DSL Internet Access Service (the "Service") in accordance with the terms of this Agreement. The Service consists of: (a) access to the Internet, (b) a license to use Microsoft Internet Explorer, or Netscape Communicator/Navigator™, as applicable, (c) use of an electronic mail account or multiple accounts where available, (d) access to Usenet, (e) optional Personal Web Space, (f) optional managed email messaging with business DSL and (g) if applicable, DSL transport when combined with the Service.

1.2 The Service is generally available daily, seven days a week, except for regularly scheduled maintenance. VIS may, at anytime, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities.

1.3 Where available, DSL customers may use their DSL accounts to connect through an analog or ISDN connection, but these connections will be subject to usage thresholds and additional per hour and monthly charges, depending on the service offering to which you have subscribed.

1.4 Additional User IDs provided for DSL customers' email boxes are not intended for use as dial-up connections. Any usage associated with additional email box User IDs will be charged the per hour rate associated with usage above the monthly allotment for analog dial-up service. The number of mailboxes available to you depends on the offer to which you have subscribed.

2. AUTHORIZED USER

2.1 You warrant that the information for your registration with the Service is correct and complete, and you agree to contact VIS to update your information promptly. VIS will provide you with a User Identification code ("UserID") and password for each account purchased to enable your access to the Service.

2.2 You warrant that you are eighteen years of age or older and that you are responsible for all usage of the Service and any other services accessed through the Service on your account. You further agree that your use of the Service will only be from the United States.

2.3 You may only use your account for one log-on session per connection type at a time. You may not use more than one IP address for each log-on session. DSL customers may connect multiple computers/devices within a single location to their DSL line and access Verizon through a single DSL account and a single IP address.

2.4 You may not resell the Service or engage in similar activities, commercial or non-commercial, which constitute resale, use the Service for high volume or commercial purposes, or as a dedicated or quasi-dedicated line, except as noted below for DSL customers, as determined by VIS at its sole discretion. If your dial-up account is idle for thirty (30) minutes, it will be subject to log-off automatically and without notice. An account session may be deemed to be idle if there appears to be no interactive, human generated data received from the remote user's computer system within a prescribed amount of time.

Automated data is not considered interactive or human generated; automated data includes but is not limited to data generated by an automatic re-dialer, script or other program that runs on a computer system for the purpose of avoiding inactivity disconnects. DSL customers use quasi-dedicated connections and are not subject to disconnection due to inactivity.

2.5 VIS will issue email aliases based upon availability of the alias requested. If you surrender your alias by changing it, terminating your account, or because your account is terminated for cause, VIS shall not be obligated to reserve that alias for you or to receive or forward emails addressed to that alias. VIS will withhold from use a surrendered alias for a period of 180 days, after which the alias will be made available for any Verizon Online member to select.

3. TERM AND TERMINATION

3.1 This Agreement goes into effect upon completion of your order and shall continue, subject to the terms of this Section 3, until terminated by either party as permitted by this Agreement. Order completion occurs upon the earlier of your submission of an online order or delivery to you of the Terms of Service via email or with a VIS-provided modem, router and/or other equipment ("Equipment"), or your otherwise accepting the Terms of Service. Billing for your Service will automatically begin upon registration of your account. Registration may be accomplished either by you or by VIS. Registration by VIS will occur if you have not registered your account within ten (10) days after your DSL Service has been activated.

3.2 DSL Service is subject to a thirty (30) day money-back guarantee, which begins upon registration, pursuant to which you may cancel the DSL Service and receive a full refund of all monthly charges paid as well as any one-time charges and equipment charges paid to VIS. If you cancel your DSL Service prior to registration or within the thirty (30) day money-back guarantee period, you will be required to return to VIS

any Equipment provided to you by VIS; VIS will provide you with a pre-paid mailing label and instructions for the return of this Equipment. In the event you fail to return the Equipment, an additional charge for the unreturned Equipment will apply. Dial-up Service is also subject to a thirty (30) day money-back guarantee, which begins upon registration, pursuant to which you may cancel the Dial-up Service and receive a full refund of all monthly charges paid as well as any one-time charges paid to VIS.

3.3 Termination Provision Applicable to Month-to-Month DSL Customers and all Dial-Up Customers. Either party may terminate this Agreement without cause by giving notice to the other in accordance with the notice provision set forth at Paragraph 15.5 below. Termination by you will be effective immediately upon your notice to VIS and is subject to your payment of the remaining balance of the charges applicable to your Service for the month in which termination occurs. Activation or set-up fees paid at the initiation of your DSL Service are not refundable, except during the thirty (30) day money-back guarantee period. Additionally, if you terminate this Agreement prior to the end of the first year of service and you received a modem or other Equipment from VIS, you will be required to return the Equipment to VIS; failure to do so will result in an additional charge. VIS will provide you with a pre-paid mailing label and instructions for the return of the Equipment. Termination by VIS shall be effective thirty (30) days after the date of notice to you, except as otherwise provided in this Agreement (and attachments thereto). In the event of termination by VIS, you will be required to pay the remaining balance of the charges applicable to your Service through the effective date of termination.

3.4 Termination Provision Applicable to DSL Customers with Service Commitments for an Annual Period. The term of service for DSL Service customers with an annual service commitment shall be for twelve (12) consecutive months beginning with the date of registration (the "Initial Term"), and continuing thereafter on a month-to-month basis until terminated by either

party as permitted by this Agreement. In the event you terminate your DSL Service after the first thirty (30) days of service but before completing the first eight (8) months of the Initial Term, then without limitation to any other remedy VIS may have, you agree to pay VIS upon discontinuance of the Service a termination fee in the amount of two hundred dollars (\$200) (the "Termination Fee"). Activation or set-up fees paid at the initiation of your DSL Service are not refundable, except during the thirty (30) day money-back guarantee period. If you terminate your Service after the eighth month and before the end of the Initial Term, or after the Initial Term has expired, you will be responsible for the balance of charges for the month in which you give notice to VIS. DSL customers with a twelve (12) month service commitment who change their DSL Service may be subject to additional charges and/or a new twelve (12) month commitment.

3.5 All obligations of the parties under this Agreement which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration and not limitation those clauses relating to Limitation of Liability and Remedies (Section 13) and Indemnification (Section 14), shall survive such termination, cancellation or expiration.

3.6 If, in the sole discretion of VIS: (a) you are in breach of any of the terms of this Agreement (including all policies regarding abuse and acceptable use of the Service), (b) your use of the Service is disruptive or causes a malfunction of the Service, or (c) VIS receives an order from a court of competent jurisdiction to terminate your service, then VIS may terminate or suspend your Service immediately without notice. For termination in accordance with this Section 3.6, you shall be liable for the applicable fees and/or Equipment charges set forth in Sections 3.2, 3.3 or 3.4 (depending on which fees or charges are applicable). The foregoing notwithstanding, VIS reserves the right to pursue any and all legal and equitable claims against you pertaining to your use or misuse of the Service. VIS, in its sole discretion, may refuse to accept your application for renewal or

re-subscription following a termination or suspension of your use of the Service.

3.7 In the event there is a ruling, regulation, or order issued by a judicial, legislative or regulatory body causes VIS to believe that this Agreement may be in conflict with such rules, regulations, and orders, VIS may terminate this Agreement immediately without notice.

3.8 You agree that if your Service is terminated for any reason, VIS has the right to delete all data, files and other information stored in or for your account.

4. REVISIONS

You agree that VIS may revise the terms and conditions of this Agreement (including any of the policies which may be applicable to your use of the Service) by posting such revisions to the My Account Web site ('Web Site') at <http://support.bellatlantic.net/>, or on VIS' Guidelines and Policies page located at <http://home.bellatlantic.net/Root/Help/GUD.html>. You agree to visit these Web sites periodically to be aware of and review any such revisions. Increases to pricing shall be effective thirty (30) days after posting; decreases in pricing shall become effective immediately after posting; and revisions to any other terms and conditions shall be effective seven (7) days after posting. By continuing to use the Service after revisions are in effect, you accept the revisions and agree to abide by them.

5. GLOBAL SERVICE PROVIDER

The interLATA portion of the Service and your connection with the Internet for your use of the Service will be provided by a Global Service Provider ("GSP"), where such services are required under applicable law. The GSP is a separate network provider and independently establishes the charges, terms and conditions of the service it provides to you. VIS will include the GSP charges in your bill for Service, where required. VIS will facilitate the process of registering your account with your chosen GSP. Any questions regarding GSP

services may be directed to your GSP or to VIS Customer Care, who in turn will assist you in obtaining resolution of your issue with the GSP.

6. MANAGEMENT OF YOUR DATA

6.1 You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Service and to operate your computer. You understand that DSL bandwidth is provided on a per line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Service and the type of use (e.g., streaming media or downloading larger files, etc.).

6.2 You are responsible for management of your information, including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on your router. You are responsible for development and maintenance of any security procedures you deem appropriate, such as logon security and encryption of data, user ID and password on your router and firewalls, to protect your information. VIS is not responsible for back-up and restoration of your information. If at any time during the period you use the Service VIS provides free or for-fee software or peripheral equipment, including without limitation, client and/or network security software, you agree that your sole right to recourse, including but not limited to damages for failure of such software to perform, is against the manufacturer of such software or peripheral equipment.

6.3 For the purposes of back-up and maintenance, VIS may use, copy, display, store, transmit, translate, rearrange, reformat, view and distribute your information to multiple VIS servers. VIS does not guarantee that these procedures will prevent the loss of, alteration of, or the improper access to, your information.

7. BILLING AND PAYMENT

7.1 VIS fees for your Service are supplied to you during the ordering process and/or registration process, and as may be updated on the Web site. You are responsible for updating your customer information (e.g., name, address, telephone number) and billing information (e.g., credit card number, expiration date) with VIS as soon as it changes.

7.2 You agree to pay the VIS charges for your Service. Activation fees, installation fees, equipment charges and other non-recurring charges, if applicable, will be included in your first month's bill. You are limited to taking advantage of no more than one special pricing promotion during any twelve month period. VIS will bill your credit card or your Verizon telephone bill, as you request and as subsequently approved, for Service provided to you under this Agreement, plus all applicable taxes. Monthly recurring charges will be billed one month in advance of Service; usage charges will be billed in arrears, if applicable. VIS does not accept debit cards for payment of any services.

7.3 Service to you may be denied or discontinued without notice at anytime in the event the placement of Service charges on your telephone bill is refused for any reason, or your credit card provider denies or discontinues providing credit to you for any reason, or the credit card expiration date, which you gave to VIS, is reached without having been updated.

7.4 VIS is not responsible for any additional charge(s) or fee(s) applied to your billing account, for any reason, including but not limited to, interest, insufficient credit or insufficient funds.

VIS does not guarantee or warrant that any dialup access numbers provided will be a local call from your location. **VIS IS NOT RESPONSIBLE FOR ANY CHARGES, INCLUDING BUT NOT LIMITED TO, LONG DISTANCE, METERED LOCAL OR TOLL CHARGES INCURRED WHEN YOU ACCESS THE SERVICE. YOU SHOULD CHECK WITH YOUR**

LOCAL PHONE COMPANY TO DETERMINE WHETHER A DIAL-UP NUMBER YOU HAVE SELECTED IS A LOCAL CALL FROM YOUR LOCATION AND WHETHER ANY CHARGES APPLY.

7.6 If any portion of your bill is not paid by the due date, VIS may charge you a late fee on unpaid balances and may also terminate your Service without notice. The late fee will be the lesser of one and one-half percent (1.5%) per month, or the highest rate permitted by law. In the event VIS utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse VIS for all expenses incurred to recover such monies, including attorney's fees.

7.7 The waiver of any fees or charges lies solely in the discretion of VIS.

8. SOFTWARE LICENSE

8.1 Your use of Netscape Navigator™ or Netscape Communicator is subject to the terms of the Netscape License Agreement, attached hereto at Attachment A, and incorporated fully herein.

8.2 Your use of Microsoft Internet Explorer is subject to a license agreement between you and Microsoft. You agree that VIS is not liable in any manner, to you or to any third party, for your use of Microsoft Internet Explorer and you understand that VIS does not provide technical support for Microsoft Internet Explorer.

9. PERSONAL WEB SPACE

9.1 Personal Web Space ("PWS") may be made available to you as an optional feature of the Service.

9.2 Additional terms and conditions applicable to PWS, including pricing if applicable, shall be posted in the PWS area of My Account. In the event of a breach by you of the terms and conditions applicable to PWS, VIS has the right to immediately ter-

minate your PWS without notice. VIS has the right to delete all data, files, and other information stored on or for your PWS.

9.3 You understand that VIS does not provide telephone technical support for PWS.

10. EMAIL MESSAGING

10.1 Email Messaging Service ("EMS") may be made available to You as an optional feature of certain DSL Service packages if you have a domain name.

10.2 Additional terms and conditions applicable to EMS, including pricing if applicable, shall be posted in the EMS area of My Account. In the event of a breach by you of the terms and conditions applicable to EMS, VIS has the right to immediately terminate your EMS without notice. VIS has the right to delete all data, files, and other information stored on or for your EMS upon termination of your Service for any reason.

11. ACCEPTABLE USE AND YOUR RESPONSIBILITIES

You agree to comply with the terms set forth in Attachment B, Acceptable Use and Your Responsibilities, which is attached hereto and incorporated herein.

12. LIMITATIONS ON USE AND WARRANTIES

12.1 The Internet is an international computer network of both government and non-government inter-operable packet switched data networks. The Internet is not owned, operated or managed by, or in any way affiliated with VIS, and VIS is not responsible and has no control over the information or materials accessible via the Internet through use of the Service. VIS does not own or control all of the various facilities and communications lines through which access may be provided.

12.2 You agree and acknowledge that through your use of the Service, you may have access to information, which may be

sexually explicit, obscene or offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18) years old. You agree to supervise usage of the Service by any minors who use your UserID to access the Service. VIS is not responsible for access by any users, you or minors, to objectionable or offensive information or data.

12.3 You agree that your use of the Service and the Internet, without limitation, is your sole responsibility, is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations.

12.4 You agree that the reliability, availability and performance of resources accessed through the Internet or other services connected or linked to VIS' Service are beyond VIS' control and are not in any way warranted or supported by VIS.

12.5 You agree that VIS cannot and does not guarantee or warrant that files available for downloading through the Service will be free of viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. You are responsible for implementing adequate procedures to satisfy your particular requirements for accuracy of data input and output and for maintaining a means external to the Service for the reconstruction of any lost data.

12.6 You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information you transmit over the Internet. VIS is not responsible for invalid destinations, transmission errors, or corruption or security of your data.

12.7 You understand and agree that VIS does not warrant the Service to be uninterrupted or error-free. You further understand and agree that VIS has no control over third party networks or web sites that you may access in the course of your use of the Service, and that delays and disruptions of other network transmissions are completely beyond the control of VIS. VIS cannot and will not guarantee that the Service will

provide Internet access that meets your needs.

12.8 You are not authorized to use any Verizon name or mark as a hypertext link to any Verizon Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of VIS. You understand that your ability to link to a Web site through the Service does not, in any way, represent or imply VIS' approval of, or its determination of the quality of that product or service. The links provided through the Service are maintained by their respective organizations, who are solely responsible for their content.

12.9 No warranty is given that the Service is error-free. VIS makes no warranty regarding any transactions executed through the Service.

13. LIMITATION OF LIABILITY AND REMEDIES

13.1 THE SERVICE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. DO NOT USE THE SERVICE IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT OR BUSINESS MAY RESULT IF AN ERROR OCCURS. YOU EXPRESSLY ASSUME ALL RISK FOR SUCH USE. VIS DOES NOT GUARANTEE THAT DSL SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE. THE PROVISIONING OF VIS DSL SERVICE IS SUBJECT TO CIRCUIT AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VIS SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN FOR ANY VIS-PROVIDED EQUIPMENT, PURSUANT TO SECTION 3.1). VERIZON DOES NOT WARRANT THAT THE SERVICE OR EQUIP-

MENT PROVIDED BY VIS WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

13.2 EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY VIS (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), VIS, ITS THIRD PARTY LICENSORS AND THIRD PARTY PROVIDERS, INCLUDING GSPs, DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE AND VIS-PROVIDED EQUIPMENT OR SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, THOSE ARISING FROM THE COURSE OF DEALING, COURSE OF TRADE, OR THOSE ARISING UNDER STATUTE.

13.3 IN NO EVENT SHALL VIS, ITS THIRD PARTY LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, AND ANY VIS-PROVIDED EQUIPMENT PROVIDED UNDER THIS AGREEMENT, AND WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE INTERNET OR ANY TRANSACTIONS CONDUCTED ON THE INTERNET, EVEN IF VIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

13.4 VIS, ITS THIRD PARTY LICENSORS AND THIRD PARTY PROVIDERS DISCLAIM ANY LIABILITY OR

RESPONSIBILITY ARISING FROM ON ANY CLAIM THAT YOUR ACCESS OR USE OF THE SERVICE PROVIDED UNDER THIS AGREEMENT INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13.5 This Paragraph 13 applies to all claims by you irrespective of the cause of action underlying your claim, including, but not limited to: (a) breach of contract, even if in the nature of a breach of condition or a fundamental term or a fundamental breach, or (b) tort, including but not limited to Verizon's negligence or misrepresentation.

13.6 All limitations and disclaimers stated in Paragraph 12 above and this Paragraph 13 above also apply to VIS' third party licensors and third party providers as third party beneficiaries of this Agreement. Any rights or limits stated herein are the maximum for which VIS, its third party licensors and providers are collectively responsible.

13.7 The remedies expressly set forth in this Agreement are your sole and exclusive remedies.

14. INDEMNIFICATION

14.1 You agree to defend, indemnify and hold harmless VIS from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or

in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for infringement of any intellectual property rights arising from the use of the Service, software, or the Internet.

15. GENERAL PROVISIONS

15.1 VIS will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, or an inability to obtain necessary equipment or services.

15.2 VIS' failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future.

15.3 You agree not to assign or otherwise transfer, this Agreement in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void.

15.4 You may have additional rights under certain laws (such as consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply, our exclusions or limitations may not apply to you.

15.5 Notices required under this Agreement by you shall be provided in accordance with the methods set forth in My Account at the Web site. Notices by VIS to you shall be deemed given: (a) when sent to your email address, or (b) when deposited in the United States mail addressed to you at last-known address or (c) when hand delivered to your home, as applicable. Notice of changes to these Terms of Service will be deemed given upon posting to the Web sites set forth in

Section 4, Revisions. With regard to electronic communications, you and VIS further agree:

15.5.1 An electronic communication (e.g., 'email') sent containing your UserID establishes you as its originator and has the same effect as a document with your written signature on it.

15.5.2 An electronic communication (e.g., 'email'), or any computer printout of it, is a valid proof of the validity of the original content of the electronic communication.

15.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

15.7 You and VIS agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND VIS CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

15.8 Use, duplication or disclosure by any Government entity is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii)

of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Verizon Internet Services Inc., 1880 Campus Commons Drive, Reston, VA 20191.

15.9 This Agreement, including all Attachments hereto, which are fully incorporated into this Agreement, constitutes the entire agreement between you and VIS with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement may be revised by VIS as set forth in Paragraph 4, "Revisions", above. Any terms varying from this Agreement in any order, written or electronic communication from you are void. In the event of a conflict between this Agreement and any Attachments, the terms of the Attachments shall prevail.

ATTACHMENT A

NETSCAPE CLIENT PRODUCTS LICENSE AGREEMENT

Redistribution Or Rental Not Permitted

These terms apply to Netscape Communicator and Netscape Navigator

BY CLICKING THE ACCEPT BUTTON OR INSTALLING OR USING NETSCAPE COMMUNICATOR OR NETSCAPE NAVIGATOR SOFTWARE (THE "PRODUCT"), THE INDIVIDUAL OR ENTITY LICENSING THE PRODUCT ("LICENSEE") IS CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, AND LICENSEE MUST NOT INSTALL OR USE THE SOFTWARE.

1. LICENSE AGREEMENT. As used in this Agreement, for residents of Europe, the Middle East or Africa, "Netscape" shall mean Netscape Communications Ireland Limited; for residents of Japan, "Netscape" shall mean Netscape Communications (Japan), Ltd.; for residents of all other countries, "Netscape" shall mean Netscape Communications Corporation. In this Agreement "Licensor" shall mean Netscape except under the following circumstances: (i) if Licensee acquired the Product as a bundled component of a third party product or service, then such third party shall be Licensor; and (ii) if any third party software is included as part of the default installation and no license is presented for acceptance the first time that third party software is invoked, then the use of that third party software shall be governed by this Agreement, but the term "Licensor," with respect to such third party software, shall mean the manufacturer of that software and not Netscape. With the exception of the situation described in (ii) above, the use of any included third party software product shall be governed by the third party's license agreement and not by this

Agreement, whether that license agreement is presented for acceptance the first time that the third party software is invoked, is included in a file in electronic form, or is included in the package in printed form. If more than one license agreement was provided for the Product, and the terms vary; the order of precedence of those license agreements is as follows: a signed agreement, a license agreement available for review on the Netscape Web site, a printed or electronic agreement that states clearly that it supersedes other agreements, a printed agreement provided with the Product, an electronic agreement provided with the Product.

2. LICENSE GRANT. Licensor grants Licensee a non-exclusive and non-transferable license to reproduce and use for personal or internal business purposes the executable code version of the Product, provided any copy must contain all of the original proprietary notices. This license does not entitle Licensee to receive from Netscape hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the Product. Licensee may not customize the Product unless Licensee has also licensed either the Netscape Client Customization Kit ("CCK") or Netscape Mission Control Desktop ("MCD"), and then only to the extent permitted in the license agreement for CCK or MCD, as applicable. Licensee may not redistribute the Product unless Licensee has separately entered into a distribution agreement with Netscape such as the Unlimited Distribution Program Agreement.

3. RESTRICTIONS. Except as otherwise expressly permitted in this Agreement, or in another Netscape agreement to which Licensee is a party such as the CCK license agreement, the MCD license agreement or a distribution agreement, Licensee may not: (i) modify or create any derivative works of the Product or documentation, including translation or localization; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Product (except to the extent applicable laws specifically prohibit such restriction); (iii) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Product; (iv) remove or alter any

trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product; or (v) publish any results of benchmark tests run on the Product to a third party without Netscape's prior written consent.

4. FEES. There is no license fee for the Product. If Licensee wishes to receive the Product on media, there may be a small charge for the media and for shipping and handling. Licensee is responsible for any and all taxes.

5. TERMINATION. Without prejudice to any other rights, Licensor may terminate this Agreement if Licensee breaches any of its terms and conditions. Upon termination, Licensee shall destroy all copies of the Product.

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12. U.S. GOVERNMENT END USERS. The Product is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the

Product with only those rights set forth herein.

13. MISCELLANEOUS. (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. (b) This Agreement may be amended only by a writing signed by both parties. (c) Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed by the laws of the State of California, U.S.A., excluding its conflict of law provisions. (d) Unless otherwise agreed in writing, all disputes relating to this Agreement (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration in Santa Clara County, California, under the auspices of JAMS/EndDispute, with the losing party paying all costs of arbitration. (e) This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. (f) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. (g) The controlling language of this Agreement is English. If Licensee has received a translation into another language, it has been provided for Licensee's convenience only. (h) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (i) The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination. (j) Licensee may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein except in the case of a merger or the sale of all or substantially all of Licensee's assets to another entity. (k) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. (l) Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service

resulting directly or indirectly from any cause beyond its reasonable control. (m) The relationship between Licensor and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Licensor in any way. (n) If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. (o) If any Netscape professional services are being provided, then such professional services are provided pursuant to the terms of a separate Professional Services Agreement between Netscape and Licensee. The parties acknowledge that such services are acquired independently of the Product licensed hereunder, and that provision of such services is not essential to the functionality of such Product. (p) The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning. (q) Licensor may use Licensee's name in any customer reference list or in any press release issued by Licensor regarding the licensing of the Product and/or provide Licensee's name and the names of the Product licensed by Licensee to third parties.

14. LICENSEE OUTSIDE THE U.S. If Licensee is located outside the U.S., then the provisions of this Section shall apply. (i) Les parties aux presentes confirment leur volonte que cette convention de meme que tous les documents y compris tout avis qui s'y rattache, soient rediges en langue anglaise. (translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language.") (ii) Licensee is responsible for complying with any local laws in its jurisdiction which might impact its right to import, export or use the Product, and Licensee represents that it has complied with any regulations or registration procedures required by applicable law to make this license enforceable.

ATTACHMENT B

ACCEPTABLE USE AND YOUR RESPONSIBILITIES

1. This Attachment B, "Acceptable Use and Your Responsibilities" sets forth the VIS policy on the acceptable use by you of the Service, which includes your optional Personal Web Space. It is designed to help protect the Service, VIS' customers and the Internet community, from irresponsible or illegal activities.
2. VIS reserves the right to decline to provide Service to you, or immediately to terminate your Service for material breach, if your use of the Service or your use of an alias or the aliases of additional users on your account, whether explicitly or implicitly, and in the sole discretion of VIS: (a) is obscene, indecent, pornographic, sadistic, cruel or racist in nature, or of a sexually explicit or graphic nature; (b) espouses, promotes or incites bigotry, hatred or racism; (c) might be legally actionable for any reason, (d) is objectionable for any reason, or (e) in any manner violates the terms of this Acceptable Use Policy.
3. You may not use the Service as follows: (a) for any unlawful, improper or criminal purpose or activity; (b) to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred or racism; or which might be legally actionable for any reason; (c) to attempt to access or access the accounts of others, to spoof or attempt to spoof the URL or DNS address of VIS or any other entity, or to attempt to penetrate or penetrate security measures of VIS or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (d) to bombard individuals or newsgroups with unwanted communications, data or information, or other similar activities, including but not limited to "spamming", "flaming" or denial or distributed denial of service attacks; (e) to transmit unsolicited voluminous emails (for example, spamming) or to intercept, interfere with or redirect email intended for third parties using the Services; (f) to introduce viruses, worms, harmful code and/or Trojan horses on the Internet; (g) to post information on news-

groups which is not in the topic area of the newsgroup; (h) to interfere with another person's usage or enjoyment of the Internet or this Service; (i) to post or transmit information or communications that are defamatory, fraudulent, obscene or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters; (j) to damage the name or reputation of VIS, its parent, affiliates and subsidiaries, or any third parties; (k) to transmit confidential or proprietary information, except solely at your own risk; (l) to violate VIS' or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights; (m) to use more than one IP address; (n) to generate excessive amounts (as determined by VIS in its sole discretion) of Internet traffic, or to disrupt net user groups or email use by others; (o) to engage in activities designed to or having the effect of degrading or denying Service to VIS users or others (including activities that compromise a server, router, circuit or software; (p) to use any name or mark of VIS, its parent, affiliates or subsidiaries, as a hypertext link to any Web site or in any advertising publicity or other commercial manner; (q) to use your VIS account for the purpose of operating a server of any type; (r) to use the Service or the Internet in a manner intended to threaten, harass, intimidate,; (s) to cause the screen to "scroll" faster than other subscribers or users are able to type to it, or any action that has a similar disruptive effect, on or through the Service; (t) to use the Service to disrupt the normal flow of online dialogue, (u) to use the Service to violate any operating rule, policy or guideline of any other online services provider or interactive service; (v) to attempt to subvert or to aid third parties to subvert, the security of any computer facility or system connected to the Internet; (w) to impersonate any person or using a false name while using the Service; (x) to install "auto-responders," "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or email use by others; (y) to make false or unverified complaints against any VIS subscriber, or otherwise abusing any of VIS complaint response procedures; (z) to use software or any other device that would allow your account to stay logged on while you are not actively using the Service, unless you are an DSL customer; (aa) to export software or any information in violation of US export laws; (bb) to use the Service in contravention of the limitations of the pricing plan you have

chosen; (cc) for DSL customers who use static IP, such customers must only use their assigned IP address; or (dd) to open more than ten simultaneous connections to newsgroups at any one time or to rapidly open and close or create connections for users other than yourself (our subscriber).

4. Copyright Infringement/Repeat Infringer Policy. VIS respects the intellectual property rights of third parties, including those granted under the US copyright laws, and the interests of its subscribers and content providers on the Internet. You may not store material on, or disseminate material over, VIS' systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including rights granted under the US copyright laws. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of VIS to terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers. Appropriate circumstances may exist where (i) a subscriber or account holder has been found by a court of competent jurisdiction to have infringed the copyrights of a third party on two or more occasions, i.e., a repeat infringer, (ii) where a valid, effective and uncontested notice has been provided to VIS alleging facts which are a violation by the subscriber or account holder of Verizon's Copyright Policy prohibiting infringing activity involving VIS systems or servers, or (iii) in other cases of repeated flagrant abuse of access to the Internet (e.g., willful commercial piracy or malicious attempts to destroy the value of copyrighted works). In addition, VIS expressly reserves the right to terminate or suspend the service of any subscriber or account holder if VIS, in its sole judgment, believes that circumstances relating to the infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights VIS may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on VIS' service in a manner that is not authorized by the copyright owner, its agent or the law, please follow the instructions for contacting Verizon's designated Copyright Agent as set forth in Verizon's Copyright Policy located at <http://www.verizon.com/copy.html>.

5. You shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation or technical or personal data. You represent that you are not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) to any order issued by any agency of the US Government limiting, barring, revoking or denying, in whole or in part your US export privileges. You agree to notify VIS if you become subject to any such order.

6. You shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the Services and shall not impersonate any person or use a false name while using the Services. You agree to obtain all required permissions if you use the Service to receive, upload, download, display, distribute, or execute Software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws. You agree to cooperate with VIS and provide requested information in connection with all security and use matters. You agree to promptly notify VIS if you suspect unauthorized use of the Service or of your UserID. You remain liable for unauthorized use until your notification to VIS. You agree that your name, UserID and other identifying information may be placed in our user directory.

7. VIS reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong.

8. VIS reserves the right, but shall be under no obligation, to monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement.

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