

8. Communication Between Parties and the Panel

No Party or anyone acting on its behalf may have any unilateral communication with the Panel. All communications between a Party and the Panel or the Provider shall be made to a case administrator appointed by the Provider in the manner prescribed in the Provider's Supplemental Rules.

9. Transmission of the File to the Panel

The Provider shall forward the file to the Panel as soon as the Panelist is appointed in the case of a Panel consisting of a single member, or as soon as the last Panelist is appointed in the case of a three-member Panel.

10. General Powers of the Panel

- (a) The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules.
- (b) In all cases, the Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.
- (c) The Panel shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panel.
- (d) The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.
- (e) A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

11. Language of Proceedings

- (a) Unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding.
- (b) The Panel may order that any documents submitted in languages other than the language of the administrative proceeding be accompanied by a translation in whole or in part into the language of the administrative proceeding.

12. Further Statements

In addition to the complaint and the response, the Panel may request, in its sole discretion, further statements or documents from either of the Parties.

13. In-Person Hearings

There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panel determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the complaint.

14. Default

- (a) In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panel, the Panel shall proceed to a

decision on the complaint.

(b) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

15. Panel Decisions

(a) A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.

(b) In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to Paragraph 6 (/en/udrp/udrp-rules-24oct99.htm#6).

(c) In the case of a three-member Panel, the Panel's decision shall be made by a majority.

(d) The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panelist(s).

(e) Panel decisions and dissenting opinions shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If the Panel concludes that the dispute is not within the scope of Paragraph 4(a) (/en/dndr/udrp/policy.htm#4a) of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain-name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

16. Communication of Decision to Parties

(a) Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and ICANN (Internet Corporation for Assigned Names and Numbers). The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and ICANN (Internet Corporation for Assigned Names and Numbers) the date for the implementation of the decision in accordance with the Policy.

(b) Except if the Panel determines otherwise (see Paragraph 4(j) (/en/dndr/udrp/policy.htm#4j) of the Policy), the Provider shall publish the full decision and the date of its implementation on a publicly accessible web site. In any event, the portion of any decision determining a complaint to have been brought in bad faith (see Paragraph 15(e) (/en/udrp/udrp-rules-24oct99.htm#15e) of these Rules) shall be published.

17. Settlement or Other Grounds for Termination

(a) If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding.

(b) If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be

determined by the Panel.

18. Effect of Court Proceedings

(a) In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

(b) In the event that a Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider. See Paragraph 8 (</en/udrp/udrp-rules-24oct99.htm#8>) above.

19. Fees

(a) The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required. A Respondent electing under Paragraph 5(b)(iv) (</en/udrp/udrp-rules-24oct99.htm#5biv>) to have the dispute decided by a three-member Panel, rather than the single-member Panel elected by the Complainant, shall pay the Provider one-half the fixed fee for a three-member Panel. See Paragraph 5(c) (</en/udrp/udrp-rules-24oct99.htm#5c>). In all other cases, the Complainant shall bear all of the Provider's fees, except as prescribed under Paragraph 19(d) (</en/udrp/udrp-rules-24oct99.htm#19d>). Upon appointment of the Panel, the Provider shall refund the appropriate portion, if any, of the initial fee to the Complainant, as specified in the Provider's Supplemental Rules.

(b) No action shall be taken by the Provider on a complaint until it has received from Complainant the initial fee in accordance with Paragraph 19(a) (</en/udrp/udrp-rules-24oct99.htm#19a>).

(c) If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

(d) In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel.

20. Exclusion of Liability

Except in the case of deliberate wrongdoing, neither the Provider nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under these Rules.

21. Amendments

The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the administrative proceeding commenced thereby. These Rules may not be amended without the express written approval of [ICANN \(Internet Corporation for Assigned Names and Numbers\)](#).

[Domain Name Dispute Resolution \(/en/help/dndr\)](#)

[Charter Eligibility Dispute Resolution Policy \(/en/help/dndr/cedrp\)](#)

[Eligibility Requirements Dispute Resolution Policy \(/en/help/dndr/erdrp\)](#)

[Intellectual Property Defensive Registration Challenge Policy \(/en/help/dndr/ipdrcp\)](#)

[Qualification Challenge Policy \(/en/help/dndr/proqcp\)](#)

[Restrictions Dispute Resolution Policy \(/en/help/dndr/rdrp\)](#)

[Transfer Dispute Resolution Policy \(/en/help/dndr/tdrp\)](#)

[Uniform Domain Name Dispute Resolution Policy \(/en/help/dndr/udrp\)](#)

[Policy Document \(/en/help/dndr/udrp/policy\)](#)

[Providers \(/en/help/dndr/udrp/providers\)](#)

[Provider Approval Process \(/en/help/dndr/udrp/provider-approval-process\)](#)

[Rules \(/en/help/dndr/udrp/rules\)](#)

[Principal Documents \(/en/help/dndr/udrp/principal\)](#)

[Proceedings \(/en/help/dndr/udrp/proceedings\)](#)

[Historical Documents \(/en/help/dndr/udrp/historical\)](#)

[Timeline \(/en/help/dndr/udrp/schedule\)](#)

[Registrar Problems \(http://www.icann.org/en/news/announcements/announcement-06mar07-en.htm\)](http://www.icann.org/en/news/announcements/announcement-06mar07-en.htm)

[Whois Data Correction \(http://www.icann.org/en/help/dispute-resolution#whois\)](http://www.icann.org/en/help/dispute-resolution#whois)

[Independent Review Process \(/en/help/irp/irp-questions-19jun10-en.htm\)](#)

[Request for Reconsideration \(http://www.icann.org/en/groups/board/governance/reconsideration-requests\)](http://www.icann.org/en/groups/board/governance/reconsideration-requests)

[Ombudsman \(/en/help/ombudsman\)](#)

[Site Map \(/en/sitemap\)](#)

[Archive Site \(http://archive.icann.org\)](http://archive.icann.org)

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[help](#) ([en/help](#))

Acronym Helper

Example: ccTLD

EXHIBIT 7.



The Speed the Internet Travels™

Website: <http://www.burst.net>
Email: sales@burst.net
Mailing Address: PO Box #591
Scranton, PA 18501-0591 USA

BURSTNET® SERVICE AGREEMENT - REVISED DECEMBER 12 2011

THIS AGREEMENT FOR BURSTNET TECHNOLOGIES INC™ (hereinafter referred to as the "BurstNET®") services (hereinafter referred to as the "Agreement") is made and effective as of the date of acceptance, by and between you, (here-in-after referred to as "Client") and BurstNET Technologies, Inc.™, a Pennsylvania corporation.

WHEREAS, BurstNET® owns, distributes, and/or provides various products and services that enable entities to utilize, conduct business on, connect to, and publish to the Internet, including the BurstNET® and Nocster™ family of services.

WHEREAS, client desires to utilize the BurstNET® services to develop client's presence on the World Wide Web, connect to, and/or utilize the Internet.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

Exhibit A

General Agreement

1. BurstNET® Services.

BurstNET® agrees to provide to client services as set forth in Exhibit A (BurstNET® Services).

2. Payment and Invoicing.

2.1 In consideration of the performance of the BurstNET® services, Client shall pay BurstNET® in advance the amount set forth in Exhibit E ("Contract Specifications"). Exhibit E is amended from time to time for the "BurstNET® Services" provided during the term of this Agreement. Exhibit E may be populated on this document at the time of contract agreement, but is also inclusive of any service ordered/requested by the Client via the BurstNET® billing/ordering system (also referred to as the "client interface") at the time of contract agreement or at a later date.

2.2 Client shall receive a confirmation letter/invoice via e-mail and/or mail at the time Client contracts for the BurstNET® services, which shall confirm the fees payable to BurstNET®. Thereafter, Client shall receive a monthly billing invoice/statement for the upcoming month, which shall indicate any changes in fees, which shall become effective upon thirty (30) days' notice as set forth in Section 2.4 herein. All services are invoiced 14-21 days in advance, and must be paid in full by the first day of new the service period. Client's with automated payment in place, may be debited at time of invoice generation. BurstNET® systems may bypass, or automatically update, credit card expiration dates, fraud checking, and/or AVS/CVV verification. BurstNET® is not liable for any overdraft fees on Client accounts, as a result of any BurstNET® transaction.

2.3 Client is responsible for all activities and charges resulting from Client's use of the BurstNET® services. Client agrees to pay all fees, bandwidth charges, connect time charges, surcharges, and other charges incurred by Client and set forth in the monthly billing statement. Client acknowledges that no refunds will be given by BurstNET® in the event that Client's account is terminated by BurstNET® or Client mid-term. In the event of a breach of security, Client will remain liable for any unauthorized use of the BurstNET® Services until Client notifies BurstNET® via telephone, e-mail, or support ticket (with account identifying information) and receiving a ticket tracking number as proof of contact.

2.4 Current rates for using BurstNET® services may be obtained by telephone, email, support ticket, or by visiting the BurstNET® website and/or billing/ordering system. BurstNET® reserves the right to change fees, surcharges, monthly membership fees, and/or to institute new fees, at any time upon thirty (30) days' (of end of current contract/service term) prior notice to Client. In addition, BurstNET® may institute special trial offers, from time to time, which shall be reflected in the confirmation letter sent to Client upon sign up.

2.5 Late Fees. If BurstNET® does not receive the full amount of Client's BurstNET® service account balance by the first day of a new service period, an additional 1.5% (or highest amount allowed by law per month) late charge will be added to Client's bill and shall be due and payable. Client shall also be liable for all attorney and collection fees arising from BurstNET®'s efforts to collect any unpaid balance of Client's account(s). Account suspension may occur if payment is not received by 5th day of a new service period. Account Termination may occur if payment is not received by 7th day of a new service period.

2.6 Penalties and Extra Fees. Client agrees to pay BurstNET® US\$35.00, per occurrence, for bounced checks. Client agrees to pay BurstNET® US\$35.00, per occurrence, for each chargeback issued against a transaction. Client agrees to pay BurstNET® US\$35.00, per occurrence, for each credit reporting/collection agency filing that may be necessary to expedite receipt of payment, collect on overdue funds, or other related issues. Client agrees to reimburse BurstNET® for all legal/court fees obtained while attempting to collect client's debt. Client agrees to pay BurstNET® US\$50.00 for each re-activation of a suspended account. The US\$50.00 re-activation fee is per account, with an account potentially containing multiple websites, servers, or other services. Client agrees to pay BurstNET® US\$25.00 for violations of the "Abusive Clientele" policy. Client agrees to pay BurstNET® US\$100.00 for each blacklisting occurrence due to Client activities. Client agrees to pay BurstNET® US\$9.95 for recreation of a VPS or US\$25.00 to rebuild a dedicated server after cancellation, as a service restoration fee. BurstNET® reserves the right to charge a US\$25.00 expedite fee for any support issue that client insists be taken care of "on the spot" immediately. Charges may be incurred for Abnormal Support requests serviced on your account.

2.7 Reseller / End-User Relationship. All BurstNET® clientele, regardless of Authorized Reseller status, are responsible for all debts incurred on their account, regardless if service was resold and/or utilized by another party (end-user), and regardless of whether such a party paid the BurstNET® direct client for said service. Any contract is with the BurstNET® direct client, and not with the end-user of the BurstNET® service, unless they are one and the same. In the event that an Authorized BurstNET® Reseller defaults on payment on their account, or an end-user of resold service brings a justifiable claim that an Authorized BurstNET® Reseller is not providing a reasonable level of service or acting in a manner unbecoming of an Authorized BurstNET® Reseller, BurstNET® shall have the right to permit the end-user(s) to contract/transfer service directly with BurstNET®, and no satisfaction or payment will be due to the Authorized BurstNET® Reseller if such occurs.

Initial: _____ Date ____/____/____

3. Responsibilities, Rights and Status of BurstNET®.

3.1 Means of Performance. BurstNET® shall provide Client with the BurstNET® services, as set forth on Exhibit A hereto. BurstNET® has the right to control and direct the means, manner, and method by which the services are performed. BurstNET® shall perform the services in a professional manner.

3.2 Support. BurstNET® shall provide a reasonable level of technical support to Client via telephone, email, fax, Instant Messenger (IM), real-time chat, forums, and/or online manuals/FAQ for the term of this Agreement. Some methods of contact may only be available to certain service levels contracted for, such as Fully Managed support.

3.3 Other Work. BurstNET® has the right to perform and license products to others during the term of this Agreement. BurstNET® may elect to electronically monitor the services and may disclose any content or records to satisfy any law, regulation, or other governmental request, or to properly operate services and protect its Clients. BurstNET® reserves the right to block any site/account hosted by BurstNET® that contains/transfers any content that it deems in its sole discretion to be unacceptable or undesirable.

4. Responsibilities and Rights of Client.

4.1 Client Liaison. Client shall designate a contact person who shall act as a liaison between Client and BurstNET®. Client certifies to BurstNET® that he/she is not a minor. A minor's parent or legal guardian may authorize a minor to use his/her account(s) under supervision. Client agrees to provide BurstNET® with accurate, complete and updated information required by the registration/initiation of the BurstNET® service (Client Registration Data), including Client's legal name, address, telephone number(s), and applicable payment data (e.g., credit card number and expiration date). Client agrees to notify BurstNET® within thirty (30) days of any changes in Client Registration Data. Failure to comply fully with this provision may result in immediate suspension or termination of your right to use BurstNET® Services. BurstNET® is authorized by Client to add Client's email addresses to BurstNET® internal mailing lists, both service and marketing related, and desires to receive such contact from BurstNET®, unless notifying BurstNET® otherwise, or by unsubscribing to such.

4.2 Fees and Expenses. Client shall be responsible for payment of all costs, fees and expenses assessed by third parties in the course of being provided BurstNET® services. Such costs include, but are not limited to, the fees required to register a domain name at an external Registrar, which is governed by a separate agreement between Client and the Registrar.

4.3 Third-Party Software. Third-Party software available through the BurstNET® service may be governed by separate end user licenses. By using BurstNET® services and the third-party software, you agree to be bound by the terms of such end user licenses regarding the applicable third-party software.

4.4 Management of Content. Client shall be solely responsible for all content available/stored on or through their service, and shall at all times be subject to the terms of this Agreement, BurstNET's® then-standard Basic Policy and Service Guidelines (AUP), BurstNET® Terms of Service (TOS), and any generally applicable guidelines and service standards published by BurstNET®. Client warrants that its content hosted on the BurstNET® network (I) will conform to the BurstNET® Terms of Service (TOS) attached hereto as Exhibit B; (II) will conform to the BurstNET® Basic Policy and Service Guidelines (AUP) attached hereto as Exhibit D; (III) will not infringe and will not contain any content that infringes on or violates any copyright, U.S. patent or any other third-party right; and (IV) will not contain any content which violates any applicable law, rule or regulation. BurstNET® shall have no obligations with respect to the content available/stored on or through any service on the BurstNET® network, including, but not limited to, any duty to review or monitor any such content. BurstNET® reserves the right to block any site that violates any of the above-stated terms, or which in BurstNET's® sole discretion, BurstNET® deems objectionable or offensive, or otherwise violates a law and/or BurstNET® policy, or, in the alternative, to terminate this Agreement in accordance with Section 7.3 herein.

4.5 Service Level Agreement (SLA). BurstNET® is required maintain a Service Level Agreement (SLA) to guarantee network/equipment reliability and performance. The BurstNET® Service Level Agreement (SLA) is set forth in Exhibit C. BurstNET® reserves the right to change or modify this SLA to benefit the Client, and will post changes to online location currently housing this SLA at time of modification, which will be made available to Client. Except as set forth in this SLA, BurstNET® makes no claims regarding the availability or performance of the BurstNET® network or servers. Specific terms/points of this SLA may be adjusted on a case by case basis by the specific details of the "Contract Specification" section of this agreement. In case of difference terms/points in SLA and "Contract Specification", the "Contract Specification" terms/points prevail over this general SLA policy. The "Contract Specification" signed/agreed by client, is above and beyond this SLA, and Service Agreement terms are in affect, including, but not limited to, limitations of liability.

4.6 Co-Location Equipment. Client is responsible for providing insurance coverage for all co-located equipment in BurstNET® facilities and/or all customer property not supplied and maintained by BurstNET® in a BurstNET® facility or at the customer's premise. BurstNET® is not responsible for such equipment, but is required to provide a reasonable amount of protection for equipment, including, but not limited to; alarm systems, surge protection, security cameras, video recordings, monitoring, theft prevention, racking equipment, and weather control. In the event of non-payment of BurstNET® services, BurstNET® has the right to withhold Client equipment, and not be required to release it to Client until Client debt is fully satisfied. In the event of non-payment of BurstNET® services resulting in service termination, Client will have a period of 60 days to rectify payment issues, after which time, if not fully rectified, Client forfeits ownership rights to all related equipment on the service, and said equipment will be deemed abandoned. Upon forfeit/abandonment of property, BurstNET® will dispose of the equipment, and no payment/credit will be due Client.

5. Confidentiality and Proprietary Rights.

5.1 Confidentiality. Both parties acknowledge that: (I) the other party is the owner of valuable trade secrets, and other proprietary information and license same from others; (II) in the performance of the BurstNET® services, both parties shall receive or become aware of such information as well as other confidential and proprietary information concerning the other party's business affairs, finances, properties, methods of operation and other data (here-in-after collectively referred to as ("Confidential Information")), and; (IV) unauthorized disclosure of any Confidential Information would irreparably damage the owner or supplier of such Confidential Information.

5.2 Non-Disclosure. Both parties agree that, except as directed by the other party or as provided in this paragraph, neither party will at any time during or after the term of this Agreement and for a period of three (3) years after any such termination disclose any Confidential Information to any person or entity, or permit any person or entity to examine and/or make copies of any reports or any documents prepared by the other party, or that come into the party's possession or under the party's control that relates to Confidential Information; and that upon termination of this Agreement, both parties will turn over to the other party all documents, papers, and other matter in such party's possession or under such party's control that contain or relates to such Confidential Information. Both parties shall notify the other party, prior to disclosure of the information to the other party, that it considers the information to be confidential. Confidential Information shall not include information that: (I) is already lawfully known to or independently developed by the receiving party; (II) is in the public domain through no fault of the receiving party; (III) is lawfully obtained from a third party without restrictions; or (IV) is required to be disclosed by law, regulation or governmental order.

5.3 Injunctive Relief. Both parties acknowledge that disclosure of any Confidential Information by the other party will give rise to irreparable injury to the owner of such information, inadequately compensable in damages. Accordingly, either party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

5.4 Proprietary Rights. Unless otherwise specified, all work performed hereunder, is the property of BurstNET® and all title and interest therein shall vest in BurstNET®; provided

Initial: _____ Date ____/____/____

however, that any content or materials supplied by Client shall remain the property of Client and its suppliers. To the extent that title to any such works may not, by operation of law, vest in BurstNET®, all rights, title and interest therein are hereby irrevocably assigned to BurstNET®. All such materials shall belong exclusively to BurstNET®, and BurstNET® shall have the right to obtain and to hold in its own name, copyrights, trademarks, registrations, or such other protection as may be appropriate to the subject matter; and any extensions and renewals thereof. Client agrees to give BurstNET® and any person designated by BurstNET® such reasonable assistance, at BurstNET's® expense, as is required to perfect the rights defined in this paragraph.

5.5 Non-Compete. Neither Client, nor BurstNET®, may at any time during contract term, and one year following termination of this contract, knowingly provide similar service to current customers of the other party. "Current customers" is defined in this case as; any party having been a client within the past 12 months of the current date, regardless of whether client is currently still utilizing such services. A signed waiver on a case by case basis is required, should both parties agree to make an exception. Both parties are required to notify each other should a customer attempt to switch service to the other party. In event of a breach of this clause, the parties agree that damages in the amount of 24 months (2x revenue) should be paid. If Client fails to pay BurstNET® for services rendered, or Client's services are suspended/cancelled according to appropriate policy, BurstNET® retains the right to accept Client's customers directly as BurstNET® clientele. BurstNET® will take reasonable action to re-activate/re-instate Client's service prior to such measures being taken, but such action may be necessary to protect the best interests of the end-user of the BurstNET® services, as well as the reputation of BurstNET® itself.

5.6 Non-Solicitation. Neither party should knowingly solicit for employment, offer employment to, or employ any of the other party's employees/staff during contract term, and one year following termination of this contract. In event of a breach of this clause, the parties agree that damages in the amount of 12 months (1x annual salary) current salary for the individual (s) should be paid.

5.7 Marketing Rights. Client agrees that BurstNET® may refer to Client, and/or Client's business/company, in BurstNET® marketing materials, the BurstNET® website, and communication to BurstNET® current/potential clientele. Client grants BurstNET® a limited license and permission to use any Client trade name and/or trademark for such, and only for such purposes, unless Client notifies BurstNET® otherwise. BurstNET® clientele, including BurstNET® Authorized Resellers, are granted permission to utilize/copy any BurstNET® advertising/promotional material, and any content from BurstNET® websites, in order to promote the usage/resale of the BurstNET® service specifically, as long as the client remains a BurstNET® client with at least one active BurstNET® service on their account.

6. Warranties/Indemnity.

6.1 Warranty. Client understands that except for information, products, or services clearly identified as being supplied by BurstNET®, neither BurstNET®, nor any of its affiliates, operates or controls any information, products, or services on the Internet in any way, and that, except for such BurstNET® identified information, services or products, all merchandise, information, and services offered or made available or accessible on the Internet generally are offered or made available or accessible by third parties who are not affiliated with BurstNET® or its affiliates. The terms and conditions for the use of 3rd party software/services provided by BurstNET®, are governed by the terms of each product's end-user license.

ALL SOFTWARE MADE AVAILABLE IN CONJUNCTION WITH THE BURSTNET® SERVICES ARE PROVIDED ON AN "AS IS " BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BURSTNET® DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE BURSTNET® SERVICES; INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOU UNDERSTAND THAT PORTIONS OF THE INTERNET CONTAIN MATERIALS THAT ARE UNEDITED, SEXUALLY EXPLICIT AND MAY BE OFFENSIVE TO YOU AND THAT YOUR ACCESS TO SUCH MATERIALS IS AT YOUR OWN RISK. BURSTNET® HAS NO RESPONSIBILITY FOR OR CONTROL OVER SUCH MATERIALS. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY BURSTNET, ITS EMPLOYEES, LICENSERS, OR THE LIKE, SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL BURSTNET® OR ANYONE ELSE INVOLVED IN ADMINISTERING OR DISTRIBUTING THE BURSTNET® SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE BURSTNET® SERVICES and/or BURSTNET® SOFTWARE INCLUDING BUT NOT LIMITED TO reliance on any information obtained, or stored, on the BurstNET® network; or that result from mistakes, omissions, interruptions, deletion of files or email, 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 BurstNET® records, programs, or services. BurstNET® is not liable for damage caused by lightning strikes and/or power surges to customer premise equipment, co-located equipment, or customer property connected to such. Client should take proper precautions to protect their property from damage by such. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, IN SUCH STATES, BURSTNET'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

6.2 Indemnity. Each party will indemnify the other party from any and all third-party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees resulting from the indemnifying party's material breach of any duty, representation or warranty under this Agreement, except those resulting from the gross negligence or knowing or willful misconduct of the other party. Such indemnity shall be conditional upon (I) prompt notification to the other party of any indemnifiable claim; (II) the indemnifying party's control of all settlement and other negotiations; and (III) the indemnified party's full cooperation with respect to such claim.

6.3 Limitation of Liability. BurstNET® shall not be liable to Client for more than the aggregate amounts paid to BurstNET® under this Agreement, for the current service term.

6.4 Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS.

7. Terms and Termination .

7.1 Term. This Agreement will become effective on the date indicated in the "Contract Specification" section of this Agreement, or the date of initial service order placed, whichever earliest, and will remain in effect for the term indicated in same. This agreement is automatically renewed for same originating term as indicated in the "Contract Specification" section of this agreement, or term selected thru online ordering system, at the end of current term, unless Client terminates this Agreement (via fax, mail, or online cancellation form) to BurstNET® within twenty-four (24) hours prior or following end of current service term, or BurstNET® terminates this Agreement upon fifteen (15) days written notice (via fax, mail, or email) to Client, prior to end of current service term.

7.2 Termination. In the event of any material breach of this Agreement by either party, the other party may terminate this Agreement, by giving ten (10) days prior notice thereof (in writing by fax or mail); provided, however, that this Agreement shall not terminate at the end of said ten (10) days notice period if the party in breach has cured the breach of which it has been notified prior to the expiration of said ten (10) days.

7.3 Client may terminate this Agreement at any time for any or no reason upon written notice (via fax, mail, or online cancellation form) to BurstNET®, within twenty-four (24) hours prior or following end of current service term. BurstNET® may terminate this Agreement at any time for any or no reason upon fifteen (15) days written notice (via fax, mail, or email) to

Initial: _____ Date ____/____/____

Client, prior to end of current service term. Notwithstanding the foregoing, BurstNET® may immediately block Client's site or immediately terminate Client's access to and use of BurstNET® services and software; if at BurstNET's® sole discretion, it deems any information contained in Client's site to violate BurstNET's® Terms of Service (TOS), BurstNET's® Basic Policy and Service Guidelines (AUP), or to be otherwise objectionable or offensive or to violate the law, in accordance with Section 4.5 herein. Client's only right with respect to any dissatisfaction with any terms, rules, policies, guidelines, or practices of BurstNET® in operating the BurstNET® service, any change in the content of the BurstNET® service, or any change in the amount or type of fees charged in connection with the BurstNET® service, is to terminate this Agreement by delivering notice to BurstNET®, effective the day BurstNET® receives notification of termination or any future date specified which is acceptable to BurstNET®. BurstNET® may terminate immediately any Client who misuses or fails to abide by this Agreement, BurstNET's® Terms of Service (TOS), or BurstNET's® Basic Policy and Service Guidelines (AUP) BurstNET® may terminate without notice Client's access to and use of the BurstNET® service and software upon a breach of this Agreement. If BurstNET® denies you access to the BurstNET® services, you shall have no right to obtain any credit(s) otherwise due to you. BurstNET® shall have no responsibility to notify third-party providers/users of services, merchandise, or information, associated with your BurstNET® service, nor shall BurstNET® have any responsibility for any damages that result from the lack of such notification.

7.4 In the event that BurstNET® offers a money back guarantee, or 30 day refund policy, as specified in the "Contract Specifications" section of this agreement, violation of the BurstNET® Terms of Service (TOS) or BurstNET® Basic Policy and Service Guidelines (AUP) makes such an offer null and void. Client agrees to waive such rights to a refund if such a violation occurs. BurstNET® does not offer a money back guarantee, or 30 day refund policy, by default on it's service, unless specifically stated otherwise for a specific service.

7.5 Surviving Sections. The following paragraphs shall survive the termination of the Agreement: 5 ("Confidentiality and Proprietary Rights"), 6 ("Warranties/Indemnity") and 8 ("General").

8. General.

8.1 Assignment. Only BurstNET®, at its option, and not the Client, may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment by the Client shall be void. This Agreement shall be binding upon the parties' respective successors, purchasers, and permitted assigns.

8.2 Notices. Any notices or legal communication under this Agreement shall be in writing (via fax or mail) and shall be deemed delivered to the party receiving such communication at the address specified below (I) on the delivery date if delivered personally to the party, or a representative of the party; (II) one business day after deposit with a commercial overnight carrier, with written verification of receipt; (III) five business days after the mailing date, whether or not received, if sent by US mail, return receipt requested; (IV) on the delivery date if transmitted by confirmed facsimile.

If to BurstNET®:

BurstNET® P.O. Box #591 Scranton, PA 18501-0591 USA

Fax: +1,570-343-9533

If to Client:

Contact information provided in "Contract Specification" section of this Agreement, or provided to BurstNET in the BurstNET® client interface.

8.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States, except with regard to it's conflict of law rules.

8.4 Modifications. No modifications, amendment, supplement to or waiver of this Agreement or any exhibit hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

8.5 Waiver. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

8.6 Severability. In the event any one or more of the provisions of the Agreement or any of any exhibit is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

8.7 Force Majeure. Neither party hereto shall be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any contingency beyond the reasonable control of such party, including without limitation, fire, flood, strike, and other industrial disturbance, failure of transport, accident, war, riot, insurrection, act of God or order of governmental agency. Performance shall be resumed as soon as possible after cessation of such cause. However, if such inability to perform continues for forty-eight (48) hours, the other party may terminate this Agreement without penalty and without further notice.

8.8 Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

8.9 Entire Agreement. This Agreement sets forth the entire agreement, and supersedes any and all prior agreements of the parties with respect to the transactions set forth herein. Neither party shall be bound by, and each party specifically objects to, any term, conditions or other provisions which is different from or in which is proffered by the other party in any correspondence or other document, unless the party to be bound thereby specifically agrees to such provision in writing.

EXHIBIT B

General Terms of Service (TOS)

1. BurstNET® services, as operated by BurstNET®, is a collection of various products and services that enable entities to utilize, conduct business on, connect to, and publish to the Internet. BurstNET® services are available for a fee to any client who wishes to utilize the service for such means.

2. CAREFULLY READ the terms of this agreement which governs your use of BurstNET® services and software. BurstNET® may modify this agreement at any time and in any manner. Any modification is effective immediately upon either a facsimile, electronic mail, or conventional mail notification. Any modification is effective at the start of the next service term (renewal period) if notified via BurstNET® online forums and/or publication to the BurstNET® website(s). Your continued use of BurstNET® service following notice of any modification to this agreement shall be conclusively deemed as acceptance of all such modification(s).

Initial: _____ Date ____/____/____