
GLOBAL IT COMMUNICATIONS, INC. (Global IT) DEDICATED INTERNET ACCESS SERVICE

This Exhibit applies to Global IT's provision and Customer's use of the DEDICATED INTERNET ACCESS SERVICE and is hereby incorporated into and made part of that this certain Agreement dated 2012-__-__.

1.0 SERVICE DESCRIPTION

1.1 Dedicated Internet Access ("DIA") Service is a dedicated Internet access service that is transported across Global IT Communications (Global IT) data network to the Internet. DIA Service is available in two configurations:

- 1.544 MB, Bonded DS1 up to 10Mbps, DS3 up to 45MB or OCX up to 622MB Port and local loop circuit from End User Premises to Global IT or carrier POP, with standard demarcation extension; or
- Ethernet over Copper/EoC, EoDS1 or Fiber from 3Mbps up to 10Gbps port and local loop circuit from End User Premises to Global IT or Carrier POP, with standard demarcation extension.

The following optional items are available with DIA Service for an additional applicable fee.

- Managed Hardware, routers, switches, firewalls,
- Managed MPLS, VPN, P-P
- On site LAN Network support and or management, network planning or other consulting services related to Internet or Telecommunications services.

DIA Service, unless otherwise noted, is provided to Customer by Global IT Communications directly or indirectly through nationwide/ international Tier-1 carrier relationships and available in each applicable state.

2.0 RATES

2.1 Customer shall pay the applicable rates for DIA Services as set forth with the Sales Order Agreement, which is incorporated herein by reference and which may be modified from time to time.

2.2 Unless otherwise stated customer is responsible for all customer LAN/WAN and any non-Global IT managed equipment. Global IT call out rate is \$150/hr + (\$50) travel fees for any customer network support or changes where a Global IT technician is required to be on site and trouble shoot or fix a problem not directly related to the Global IT Internet service provided herein.

2.3 **Reconnect charges:** Should service be suspended for breach of our terms and conditions, a reconnect fee of \$250 will be applied to your account for restoring services. Your account balance must be current and any applicable terms and conditions must be fulfilled or rectified prior to service being restored.

2.4 **Bandwidth Overage Rate** is made known on the sales order agreement and invoice. The overage rate will be a premium rate over the monthly committed bandwidth amount. The client account will be invoiced for any bandwidth used over the monthly committed allocated amount. Unless otherwise negotiated, if customer continues to burst more than 100% overutilization over the committed rate for more than a 24 hour period the following options will apply:

1. Global IT/Internet T1 will cap the bandwidth to approved limits.
2. Customer has the option to reduce the traffic.
3. Customer will be asked to increase monthly commitment value.
4. Customer will be asked to pay a deposit in order to compensate for the additional bandwidth usage.

3.0 TERM

3.1 DIA Services ordered shall have a minimum term of three (3) year from the applicable DIA Start of Service Date, unless otherwise stated on the Sales order Agreement. Customer/Party must notify Global IT in writing not less than thirty five (35) days prior to the expiration of the original or renewal term that it intends not to renew the DIA Service, the DIA Service shall automatically renew for the same service Term at the same pricing, terms, and conditions as set forth herein.

3.2 Transfer of agreement: Customer may not assign or otherwise transfer this Agreement without the prior and express written consent by Global IT. Neither the whole nor any part of the interest of Customer in this Agreement may be transferred or assigned by operation of law.

4.0 INSTALLATION OF SERVICE

4.1 Upon delivery of the DIA Service to Customer, Customer shall have seventy-two (72) hours to inspect and test all deliverables, and thereafter accept or reject all or a portion of such deliverables in Customer's reasonable and good faith discretion. Upon notice of rejection by Customer, GLOBAL IT shall have reasonable time to correct any defects and re-deliver the DIA Service to Customer for inspection, testing and acceptance. Unless notice of rejection is provided to GLOBAL IT prior to the expiration of the seventy-two (72) hour inspection and testing period, the deliverables will be deemed accepted by Customer as of the date of acceptance by Customer as set forth in this Section 4.1, billing for DIA Service and the Term of the Customer Order shall commence.

4.2 GLOBAL IT will install high-speed telecommunications circuit(s), applicable premises equipment, and reasonable and customary inside wiring to extend the circuit from the End User building minimum point of entry ("MPOE") to the demarcation point in the End User's premises. The demarcation point is the area of the End User's premises where telephony services are commonly terminated and nearest to where Global IT's facilities enter End User's building. Customer shall provide to GLOBAL IT a local End User premises contact and backup contact to coordinate access to the End User's building telephone closet as required during the installation process.

Standard installation of DIA Service, as set forth above, does not include core drilling or wiring extensions for excessive distances from the MPOE to the demarcation point, installation of new conduit or water proofing shielding, installation of aerial circuit runs, hazardous materials or the like, as determined by GLOBAL IT in its sole discretion. End User is responsible for all efforts, including any and all costs associated therewith, required connecting their network device from the demarcation point.

4.3 Customer is responsible for informing their End Users of applicable ILEC and GLOBAL IT FOC dates and when any required Customer premises equipment will be ready for activation. Customer shall call their GLOBAL IT representative and coordinate activations once the Customer premise equipment is installed at the End User's premises. Customer will be able to initiate IP connectivity between the GLOBAL IT network and the Customer premise equipment installed at End User's premises during this call. Failure of Customer or End User to initial IP connectivity will not delay the commencement of billing as set forth more specifically in Section 4.0 herein.

5.0 ACCEPTABLE USE POLICY AND USE OF INTERNET SERVICES

5.1 Customer acknowledges that it has reviewed the GLOBAL IT Acceptable Use Policy ("AUP") which may be found at: (<http://www.gblit.com/aup.php>) and agrees to be bound by the then current version of the AUP. The terms and conditions of the AUP, which may be updated from time to time, are hereby incorporated by reference and made a part of this Agreement. The Customer agrees to check back to the AUP website periodically to review any changes to the AUP.

5.2 Use of DIA Services is limited to Customer, and its End Users, including, without limitation, Customer's employees and customers. Customer shall notify GLOBAL IT within five (5) days of any notices that are served on Customer that might adversely affect GLOBAL IT, including but not limited to notices of any claims or proceedings that involve the DIA Services. Customer shall promptly notify GLOBAL IT of any errors, "bugs", or problems with the DIA Services of which Customer becomes aware. GLOBAL IT exercises no control over, and accepts no responsibility for, the content of the information passing through Global IT's and/or Carrier's host computers, network hubs and POPs (the "GLOBAL IT Carrier's Network"). GLOBAL IT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE DIA SERVICES AND EQUIPMENT IT IS PROVIDING AND DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Use of any information obtained via the GLOBAL IT Network is at Customer's and End User's own risk. GLOBAL IT specifically denies any responsibility for the accuracy or quality of information obtained through its DIA Services.

6.0 CUSTOMER NOT READY/CANCELLATION CHARGES

6.1 In addition to its rights under the Agreement, GLOBAL IT reserves the right to terminate or cancel Service Orders if Customer or its End User is not ready to accept Service ("CNR") under the following circumstances:

(i) If End User refuses GLOBAL IT, its employees or its agents access to its building or is not available to provide access to its building when GLOBAL IT, its employees or its agent attempts to install the circuit or extend wiring from the MPOE to End User's premises. In the event of an initial CNR, GLOBAL IT will notify Customer that End User is not ready and allow Customer to provide a firm installation date that is no later than fourteen (14) days from the date of CNR status notification from GLOBAL IT. If Customer does not provide a firm installation date that is within fourteen (14) days from the date of CNR status notification, GLOBAL IT reserves the right to cancel the applicable Customer Order without liability and without any

further obligation.

(ii) In the event of a second CNR, GLOBAL IT reserves the right to immediately cancel the applicable Service Order immediately and without liability or any further obligation.

If a Service Order is cancelled due to CNR, Customer shall upon demand by GLOBAL IT pay Global IT's published non-recurring charge for such Service (even if the non-recurring charge was waived) plus any third-party costs incurred by GLOBAL IT.

6.2 If a Circuit is cancelled after the Service Order is accepted by GLOBAL IT, but prior to the Start of Service Date, Customer shall pay one (1) month's recurring charges, plus any applicable service ordering and installation charges. It is agreed that Global IT's damages in the event of Circuit cancellation shall be difficult or impossible to ascertain. This provision is intended, therefore, to establish liquidated damages in the event of cancellation and is not intended as a penalty.

7.0 EARLY TERMINATION CHARGES

7.1 If a Customer cancels Service after an agreement is signed and facilities have been ordered, customer is liable for One (1) months service plus any provisioning costs applicable with cancelling facilities not to exceed \$2,000 per customer circuit plus any technician/labor costs. If a Customer cancels Service after installation then customer is liable for the remaining months monthly charges based on the term agreed on. (Example, 12 Month agreement, customer is in service = 9 months, therefore customer will be liable for 3 months service Monthly charges). In addition to any installation/disconnection fees, technician charges and collection charges related to disconnecting customers service. It is agreed that Global IT's damages in the event of a Circuit termination shall be difficult or impossible to ascertain. This provision is intended, therefore, to establish liquidated damages in the event of disconnection and is not intended as a penalty.

8.0 NETWORK NUMBERS/DOMAIN NAME POLICY

8.1 Customer agrees to the Network Numbers and Domain Name Policies established by GLOBAL IT, which fall under the GLOBAL IT AUP, located at (<http://www.globalit.com/aup.php>). In all instances, GLOBAL IT Domain Name and TCP/IP Addresses that are provided pursuant to the agreements remain GLOBAL IT and it's vendors property, and upon termination of DIA Services, use of such by Customer will terminate. Unless otherwise mutually agreed to in writing by the Parties, Customer at all times has responsibility for maintaining its own Domain Name when purchasing DIA Services and for paying all charges associated with the Domain Name, including charges billed to Customer for Domain Name registration by third parties. GLOBAL IT has sole discretion as to the Internet routing of GLOBAL IT and carrier provided IP addresses.

9.0 SOFTWARE LICENSE

9.1 Customer agrees not to reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine source code from any GLOBAL IT or third party software, or to permit or authorize a third party to do so. Title to such software, and all related technical know-how and intellectual property rights therein are and shall remain the exclusive property of GLOBAL IT and/or its suppliers. Customer shall not take any action to jeopardize, limit or interfere in any manner with GLOBAL IT and its supplier's ownership of and rights with respect to any licensed software.

9.2 GLOBAL IT PROVIDES, AND CUSTOMER HEREBY ACCEPTS, ANY GLOBAL IT OR THIRD PARTY SOFTWARE PROVIDED TO OR USED BY CUSTOMER IN CONNECTION WITH THE INTERNET SERVICES "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN SHALL BE INTERPRETED TO ENHANCE OR CREATE ANY WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE. GLOBAL IT DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE. GLOBAL IT ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CUSTOMER UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

10.0 LIMITATION OF LIABILITY

10.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM CUSTOMER'S OR END USER'S USE OF THE GLOBAL IT NETWORK AND THE INTERNET SERVICE INCLUDING, WITHOUT

LIMITATION, ANY SUCH DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES OR SERVICE INTERRUPTIONS. Notwithstanding any other provision hereof, Customer's sole remedies for any claims relating to this DIA Service or the GLOBAL IT Network are set forth in Article 10 of the Agreement.

10.2 Customer expressly agrees that GLOBAL IT shall not be liable for any action GLOBAL IT takes to remove or restrict access to obscene, indecent or offensive content made available by Customer, nor for any action taken to restrict access to material made available in violation of any law, regulation or rights of a third party, including but not limited to, rights under the copyright law and prohibitions on libel, slander and invasion of privacy.

11.0 INDEMNIFICATION

11.1 Customer agrees to indemnify, defend and hold GLOBAL IT and its officers, directors, employees, agents, Affiliates and suppliers harmless from and against any claims, actions, demands, losses, damages and expenses, including attorney's fees, relating to any violation of this Agreement, including but not limited to a breach or failure of any representation or warranty contained in this Agreement by Customer, its End Users, or other users of its account, the placement or transmission of any message, information, software or other materials on the Internet by Customer or End Users of Customer's account, a violation of the GLOBAL IT AUP or Customer's traffic being processed through the GLOBAL IT switch, port or node. This indemnification shall survive the termination of the Agreement.

AGREED TO AND ACCEPTED BY:

_____ (Legal Company Name, Inc.)

BY:

AUTHORIZED SIGNATURE DATE:

PRINT NAME

PRINT TITLE

GLOBAL IT Communications, Inc. on behalf of itself and its operating affiliates.

BY:

AUTHORIZED SIGNATURE DATE:

PRINT NAME

PRINT TITLE

SALES REP: