

## Egyptian FIBERNet Broadband Internet Service Agreement

This Agreement is made by and between Egyptian Internet Services, Inc., ("Egyptian"), and the undersigned Customer on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

In consideration of the mutual covenants and other valuable consideration provided for herein, the parties hereby agree as follows:

1. Services. Egyptian shall provide Customer Egyptian FIBERNet Broadband Internet services (the "Service") pursuant to the terms set forth in this Agreement. Specifications of the Service to be provided to Customer, such as speed and available storage space, are set forth on Attachment A hereto.

2. Payment Options. Customer hereby selects the following Service option (select one by placing your initials in the space provided):

### **24 Month Contract**

\_\_\_\_ Customer shall pay to Egyptian a monthly fee as selected on Attachment A (plus any applicable taxes), for a minimum term of **24 months** beginning no later than \_\_\_\_\_ (the "Effective Date"). Egyptian shall invoice Customer for the monthly fee on or about the 15<sup>th</sup> day of each month during the 24 month term, and Customer shall deliver payment of the monthly fee to Egyptian on or before due date specified on Egyptian's invoice.

**\*\* Upon expiration of the term selected above, this Agreement shall automatically renew on an annual basis unless either party shall terminate the Agreement by providing written notice of termination to the other party 120 days prior to the termination date\*\***

3. Default. If Customer fails to make any payment when due, Customer's account shall be in default and subject to a late payment charge of up to 1.5% per month on the outstanding balance due. In addition, Client agrees to pay Egyptian's reasonable expenses, including without limitation court costs and attorney's fees, incurred in connection with Egyptian's enforcement of its rights under this Agreement.

4. Early Termination. Either party may terminate this Agreement prior to the expiration of the term selected above by providing 30 days prior written notice to the other party. However, in the event Customer terminates this Agreement prior to the expiration of the term selected above, Customer shall pay to Egyptian on its final bill the balance due for the remainder of the contract.

5. Hardware. The hardware provided by Egyptian pursuant to this Agreement shall be free from material defects for a period of 12 months from the date of installation. In the event Customer notifies Egyptian of a material defect in the hardware and Egyptian confirms the existence of a material defect by inspection of the hardware, Egyptian will at its option and at its sole expense, either repair or replace the defective hardware during Egyptian's normal business hours. The repair or replacement of the defective hardware shall be Customer's sole and exclusive remedy for the defective hardware.

If Customer requires service in connection with defective hardware other than during Egyptian's normal business hours, such service will be provided on a best efforts basis, at Egyptian's then current hourly rates and terms for service calls outside of normal business hours. In addition, Egyptian disclaims the warranty provided in this paragraph 5 in circumstances where defects in the hardware are caused by physical abuse of the hardware, use of the hardware with other defective or incompatible equipment, or acts of God or other circumstances beyond Egyptian's control.

6. Disclaimer of Warranties. EGYPTIAN PROVIDES NO OTHER WARRANTIES TO CUSTOMER EXPRESS OR IMPLIED, WITH RESPECT THE SERVICE OR HARDWARE PROVIDED PURSUANT TO THIS AGREEMENT. EGYPTIAN HEREBY DISCLAIMS ANY AND ALL WARRANTIES NOT SPECIFICALLY PROVIDED WITHIN THIS AGREEMENT IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE AND HARDWARE PROVIDED PURSUANT THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS.

7. Limitation Of Liability. EGYPTIAN SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES,

OR FOR ANY LOSS OF REVENUE, PROFITS OR DATA, ARISING OUT OF OR RELATING TO THE SERVICE AND/OR HARDWARE PROVIDED PURSUANT TO THIS AGREEMENT, EGYPTIAN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE AND/OR HARDWARE PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE TOTAL FEES PAYABLE TO EGYPTIAN WITHIN THE MOST RECENT TWELVEMONTH PERIOD PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

8. Activities by Third Parties. Egyptian shall not be responsible for the actions of any third parties that may impact or damage Customer's connection, equipment, software or business. While Egyptian is not responsible for advising Customer of all risks associated with Internet connectivity, Customer acknowledges that Customer is aware of the heightened risks created by "always on" connections. By way of example and not limitation, Customer acknowledges its responsibility for maintaining appropriate firewall protection and other protection of Customer's computers and/or network.

9. Acceptable Use/Prohibited Activities. Customer shall at all times receive the Service provided pursuant to this Agreement subject to Customer's compliance with Egyptian's Internet Acceptable Use Policy, which may be amended from time to time without notice and shall be posted at [www.egyptian.net](http://www.egyptian.net). Without limiting any term or condition of Egyptian's Internet Acceptable Use Policy, Egyptian reserves the right to remove or disable access to any material which Egyptian reasonably believes to be in violation of any federal or state copyright, trademark, trade secret or any other intellectual property law or regulation.

10. No Obligation to Monitor. Egyptian shall not be obligated to monitor or exercise any control over the content of the information being passed through its system. However, any use of the system in violation of paragraph 9 above shall constitute an irreparable breach of this Agreement and shall be grounds for immediate interruption and/or termination of the Service provided pursuant to this Agreement.

11. Indemnification. Customer hereby agrees to indemnify, defend and hold harmless Egyptian, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by Egyptian (collectively the "losses"), in so far as such losses (or actions in respect thereof) arise out of, are related to, or are based on any claim related to Customer's use of the Service provided pursuant to this Agreement.

12. Choice of Law; Venue. The validity, construction, and performance of this Agreement shall be governed by the substantive law of the State of Illinois without regard to the conflicts of law provisions thereof. Any action relating to this Agreement must be brought in the federal or state courts located in the County of Randolph, Illinois.

13. No Assignment. Customer shall not assign this Agreement, in whole or in part, without the prior written consent of Egyptian. Any act in derogation of the foregoing shall be null and void.

14. No Waiver of Rights. Failure by Egyptian to enforce Customer's strict performance of any provision of this Agreement will not constitute a waiver of Egyptian's right to subsequently enforce such provision or any other provision of this Agreement.

15. Termination for Breach. Egyptian reserves the right to terminate the provision of Service to Customer for any breach of this Agreement. However, no termination of Service to Client shall relieve either party from the liabilities or obligations incurred prior to such termination. Without limitation, upon such termination of Service Customer shall remain obligated for any amounts due to Egyptian pursuant to the terms of this Agreement, including without limitation any amounts due for early termination pursuant to paragraph 4 above.

16. Binding Upon Signature or Use. Customer's signature below and/or the use of the Service indicates acceptance of all the above stated Terms and Conditions.

Egyptian Internet Services, Inc.,  
an Illinois corporation.

\_\_\_\_\_  
(Customer's Printed Name)

By: \_\_\_\_\_

\_\_\_\_\_  
(Customer's Signature)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Customer's Street Address)

\_\_\_\_\_  
(Customer's City, State and Zip Code)

\_\_\_\_\_  
(Customer's Telephone Number)