



Dedicated Services Agreement

This DEDICATED SERVICES AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2000 between On Line Exchange (here after known as OLE), and _____ (here after known as Customer).

1. OLE shall provide Customer with dedicated connection to the Internet through OLE's network at _____ bandwidth (the "Connection"). Customer shall pay OLE the sum of \$_____ per month during the term hereof plus a one time installation fee of \$_____, which shall be due upon Customer execution of this Agreement. THIS AMOUNT DOES NOT INCLUDE LOCAL LOOP CHARGE OR CLASS C ROUTING CHARGES, (EXCLUDING sDSL connections). For any connection below 1.5 Mbps (EXCLUDING ISDN and sDSL connections), a burstable connection is made. Burstable customers always have the full bandwidth available to them over an unshared, non-fractional 1.5 Mbps digital leased line. Monthly billing for burstable service is based on sustained use level during the month, as determined by traffic samples taken every five minutes, seven days a week. The customers monthly charge is determined by the use level under which 95% of samples fall.
2. All use of the OLE Network and the service must comply with the then current version of the OLE Acceptable Use Policy ("Policy") available at the following URL: <http://www.online-isp.com/aup.html>. OLE reserves the right to amend the Policy from time to time, effective upon posting of the revised Policy at the URL. OLE reserves the right to suspend the service or terminate this Agreement effective upon notice for a violation of the Policy.
3. This Agreement shall commence on the date the Connection is activated (the "Activation Date") which is approximately 4 weeks from date this contract is signed. Activation Date is the day when an OLE hub and a functioning telephone circuit is prepared to route IP packets to Customer's site. The Activation Date is estimated to be on _____, 2000 for _____ (the "Term") subsequent to the Activation Date at which time this Agreement shall automatically renew for _____ successive Term(s) unless terminated by either party at least 30 days prior to the then current date for termination. OLE reserves the right to charge it's rates for any renewed term by notifying Customer at least 60 days in advance of the effective date of such rate change. Customer acknowledges that circumstances beyond the control of OLE may cause a delay in activating the Connection in which case the term of this Agreement shall commence on the date the Connection is activated; provided, however, in the event the delay in activation the connection is the result of Customer's failure to comply with or provide any of the Requirements the term of this Agreement shall commence on the Activation Date.
4. Networks assigned from an OLE net-block are non-portable. Network space allocated by OLE must be returned to OLE in the event Customer discontinues services.
5. Physical Equipment and/or software products that are not provided by OLE are the responsibility of Customer. All equipment provided to customer at no cost to customer will remain the property of OLE. OLE will not be responsible for the installation and/or service of equipment and/or hardware and software not provided by OLE. In the event that Customer hardware and/or software not provided by OLE impairs Customer's use of OLE's services, Customer shall nonetheless be liable for regular payments to OLE. OLE, as it's option, may supply technical services in the form of consulting and/or service to OLE customers at their request. Such services are billed at rates that are in effect at the time such services are requested. OLE has the right to refuse any such technical services at its sole option.
6. Payment is due 20 days after receipt of invoice. Accounts are in default if payment is not received within 20 days receipt of invoice. If payment is returned to OLE unpaid Customer is subject to a returned check charge or \$25 from OLE. Accounts unpaid 30 days after receipt of invoice may have service interrupted. Such interruption does not relieve Customer of the obligation to pay the monthly charge. Accounts in default are subject to an interest charge of the lesser of 1.5% per month, or the maximum rate permitted by law, on the outstanding balance. Customer agrees to pay OLE its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under this clause.
7. To terminate service, Customer must notify OLE in writing within 30 days of contract renewal date. If service is not cancelled within such time period than this contract will renew for one additional Term. There is no termination charge when Customer upgrades to a higher level of service. This contract is noncancellable and in the event customer terminates service early than OLE may:
?? Declare the full amount of this contract immediately due and payable.
?? Repossess all hardware and/or software it loaned to Customer.
?? Deny Customer further access to the Internet pursuant to this agreement without liability on the part of OLE to Customer.
8. OLE offers Customer access to the Internet. Customer hereby acknowledges that the Internet is not owned, operated, managed by or in anyway affiliated with OLE or any of its affiliates, and that it is a separate network of computers independent of OLE. Customer's use of the Internet is solely at Customer's own risk and is subject to all applicable local, state, national and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond OLE's authority and control.
9. OLE's network may only be used for lawful purposes. The transmission of any material in violation of any United States or state regulation is prohibited.
10. Access to other networks connected to OLE's network must comply with the rules appropriate for that other network. OLE exercises no control whatsoever over the content of the information passing through its network. At this time we are using ServInt and Sprint as our backbone providers. Their policies are at <http://www.servint.net/aup.html> and <http://www.sprint.com/privacypolicy/index.html> respectively.



Dedicated Services Agreement

- 11. OLE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTION HOWEVER CAUSED OR USE OF INFORMATION OBTAINED THROUGH ITS SERVICES.
- 12. Routine maintenance and periodic system repairs, upgrades and reconfigurations may result in temporary impairment or interruption of service. As a result, OLE does not guarantee continuous or uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service with notice.
- 13. OLE reserves the right to, from time to time, monitor Customer's activity to ensure Customer's compliance with the provisions of the agreement. Upon the occurrence of default by Customer of any provision hereunder, OLE reserves the right, in addition to any other remedies, which may be available to it, to terminate this Agreement and the services, provided to Customer hereunder.
- 14. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Customer hereby consents to the jurisdiction of the Courts of the State of Michigan; particularly the District Court located in Wayne County, Michigan, for the adjudication of any dispute arising under this agreement.
- 15. The terms and conditions cannot be modified except by written amendment signed by both parties. No agent, employee or representative of OLE has the authority to bind the parties to any representation or warranty unless such specifically included in this Agreement or a written amendment thereto. Notice to parties of disputes arising under this Agreement shall be sent by registered mail to the parties at the address shown on the most recent service order.
- 16. This Agreement contains the entire Agreement between the parties to the matters covered hereby and superseded any other prior or simultaneous Agreement related to such matters.
- 17. **Additional Services:**
OLE shall provide Customer with the following additional services for the Term of this Agreement:

18. **Installation Charges:**

Customer to apply directly to _____ for \$ _____ rebate. Net installation cost to customer is zero.

Total amount due at signing of this contract is:	Installation fee	\$ _____
	6 months pre-paid service	\$ _____
	Total due at signing	\$ _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Customer: _____
 Address: _____
 Address : _____
 Signature: _____
 Print Name: _____
 Title: _____

Online Exchange
 645 Griswold, Suite # 421
 Detroit, MI 48226
 Signature: _____
 Print Name: _____
 Title: _____