

## SCHEDULE C

### SLIC- INTERNET STANDARD TERMS AND CONDITIONS

In addition to the Standard Terms and Conditions of Service contained in Schedule B of the Subscriber Services Agreement between Slic Network Solutions (aka "Slic) and Customer (the "Agreement"), of which this Schedule C is a part, Customer agrees that the following terms and conditions shall apply to Internet Access Service provided to Customer by Slic:

1. Provision of Internet Access Service

a) Slic shall provide, and Customer shall accept and pay for, Internet Access Service (the "Internet Service") at the rates set forth on the Rate Schedule A of the Agreement. Internet Service permits a Customer to obtain direct access to the Internet via Slic's or a third Party provider's IP network. Connectivity is between the Customer's router and the Slic router located within the Slic network.

2. Acceptable Uses

a) Customer agrees to adhere at all times to the Slic Acceptable Use Policy (the "AUP"), as such AUP may be modified by Slic from time to time. The current AUP is set forth as Section 6 of this Schedule C. In the future, the AUP will be available for review at <http://www.slic.com>. Slic has the right to modify its AUP at any time without prior notice to Customer. Customer is responsible for monitoring the website at <http://www.slic.com> for changes to the AUP. Customer shall be bound by such modified AUP.

b) Customer shall be responsible for enforcing the AUP for any third parties (including its customers, employees, or other residents or persons) that access the Internet through Customer's connection to, or use of, the Slic Internet Services. Customer shall defend and indemnify Slic with respect to all claims related to Customer's or any such third parties' use of the Internet Service, which is deemed by Slic to be in violation of its then-current AUP.

c) Slic has the right to immediately and without regard to any cure periods that may be set forth elsewhere in the Agreement, suspend and/or terminate the Internet Services to Customer, or to take any other action that Slic determines, in its sole discretion, is appropriate in response to Customer's, or Customer's end user's or any other customers of Customer failure to comply with the requirements of Slic's then-current AUP, or if Customer's (or its customers, employees, or other residents or persons) use violates any applicable provision of law.

d) Customer (and its customers, employees or other residents or other persons) are responsible for the security of their own networks and machines. Slic assumes no responsibility or liability for failures or breach of protective measures on Customer's network, whether implied or actual, even in the event that the security measures have been installed or configured by Slic. Security problems on Customer's systems that affect the Slic network or cause any system abuse or any other violations of the AUP may result in suspension of the Internet Service or account access by Slic. Customer shall solely be responsible for addressing problems on Customer's network escalated to Slic for resolution that involve compromise of Customer's security.

### 3. IP Address Ownership

a) As part of the Internet Service, Customer shall be provided with one serial IP address. Customer shall also be provided with such public IP addresses as are deemed justifiable by American Registry for Internet Numbers ("ARIN"). Slic shall maintain and control ownership of all IP addresses that may be assigned to Customer by Slic and Slic reserves, in its sole discretion, the right to change or remove any and all such IP addresses, including without limitation the right to decrease the amount of IP space Slic has assigned to Customer. Slic will use all commercially reasonable efforts to route Customer-provided IP addresses to the Internet.

### 4. Domain Name Service

4.1. As part of the Internet Service, Slic, at Customer's request, at no additional charge, shall provide Customer with primary domain name service for up to \_\_\_ domain names and secondary domain name service for: (i) any domain names for which Slic is the primary domain name service provider and (ii) any domain names for which Customer is the primary domain name service provider. Neither primary nor secondary domain name service includes registration of the Customer's domain name(s). Customer shall be responsible for registering and maintaining the registration of their domain name(s) with the appropriate domain name registrar and for all costs and fees associated with such requirements. Under no circumstances shall Slic be responsible for these costs. Slic makes no representations concerning and does not guarantee that Customer's domain name does not infringe upon any trademarks, trade names, service marks or other proprietary rights owned by a third Party and Customer agrees to indemnify and hold Slic harmless in the event any domain name violates or is alleged to violate any trademarks, or other proprietary rights of any other Party. The inability to obtain or use a domain name shall not entitle Customer to terminate the Agreement with Slic or to a refund of any fees paid by Customer for the Internet Service.

## 5. Maintenance

a) Slic periodically performs maintenance on its Internet network. In some cases, a maintenance window may result in a temporary service interruption to Slic customers. Slic will use commercially reasonable efforts to provide notification of the network maintenance on the Slic website at <http://www.slic.com>. Customers have the option to receive notification of a network maintenance window via email by subscribing to a mailing list at the Slic website listed in the foregoing sentence. The capability to subscribe to the mailing list is provided for customers who would prefer to receive an email regarding a maintenance window versus checking the Slic website. (Customers also have an option to unsubscribe to the mailing list at the Slic website.)

A description of the various types of network maintenance classifications is set forth below. Each maintenance description specifies when notification will be provided prior to the start time of the scheduled maintenance. Maintenance notification will include a list of the cities affected, a description of the maintenance, and the duration of the maintenance window. The maintenance window for backbone devices is between midnight and 6:00 a.m., local time zone at the affected sites. Customer acknowledges that Slic shall not be liable for service interruptions that may occur due to maintenance activity as described herein or for failure to provide advance notice of the maintenance on Slic's website or in an email to subscribers to the email maintenance list.

### *Maintenance Classifications:*

*Normal Scheduled Maintenance* - Normal Scheduled Maintenance is defined as maintenance that will enhance the reliability of the network. This includes, but is not limited to upgrading code, reloading routers, and adding new equipment. Notification for this type of maintenance will be provided 72 hours prior to the start of a Normal Scheduled Maintenance window.

*Urgent Scheduled Maintenance* - Urgent Scheduled Maintenance is defined as maintenance that is performed when the potential for router or network failure exists without the scheduled maintenance. This includes, but is not limited to hardware and software upgrades, and router debugging. Notification for this type of maintenance will be provided 48-72 hours prior to the start of an Urgent Scheduled Maintenance window.

*Emergency Maintenance* - Emergency Maintenance is performed when catastrophic events have occurred on the network. This is limited to maintenance necessary to correct the event that occurred during an unplanned outage. Notification for this type of maintenance will be provided on a best effort basis.

## 6. Responsibility for Content.

Slic does not review or edit the content of any information transmitted, received or stored by Customer unless required to do so by applicable provisions of law or as directed by a law enforcement agency.

Customer assumes sole responsibility for, and shall have sole liability for, all such information. Customer will hold harmless and indemnify Slic against any claim, damage, or cause of action relating to Customer's use (including its Customers, employees, or other residents or persons) of the Service, including all content transmitted, stored, or received. Slic reserves the right, at any time, to refuse to transmit or store any of Customer's information or to terminate this Agreement if Customer is in violation of Slic's Acceptable Use Policy ("AUP") or other provision of law, as set forth below and/or set forth in Slic's AUP, which is the following in its current form:

Customer shall not, nor shall it permit or assist others to, alter, tamper with, adjust or repair the Service; use the Service for any purpose other than that for which it is intended; abuse or fraudulently use the Service, including but not limited to, the following:

- a) Obtaining or attempting to obtain Service by any fraudulent means or device with intent to avoid payment;
- b) Accessing, altering, or destroying any information of any third party by any unauthorized or fraudulent means or device, or attempting to do so;
- c) Using the Service so as to intentionally or maliciously interfere with the use of the Slic network by other Customers, authorized users, or any other person;
- d) Spamming, which includes but is not limited to, sending unsolicited mass emailings which provoke complaints from the recipients, posting the same article to multiple newsgroups or email mailing lists, or posting off-topic articles to any newsgroup or email mailing list;
- e) Infringement of the proprietary or intellectual property rights (including patent, trademark, or copyright) of Slic or of any third-party;
- f) Violating the law or aiding any unlawful act, or;
- g) Violating any of the terms and conditions of this Agreement;
- h) Transmitting through the Service any material that is deemed by Slic, in its sole discretion, to be unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity

rights, vulgar, obscene, profane or otherwise objectionable, that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

Should Customer violate any of the provisions of this AUP or other provision of law, and without limiting its termination rights under this Agreement, Slic shall be completely released from any liability or obligation (including any indemnity obligation) to Customer relative to the Service, and Customer shall indemnify and hold Slic harmless from any and all costs or damages incurred by Slic resulting from Customer's violation of the AUP or other provision of law.