

## Global Data Systems, Inc. - Terms & Conditions for All Services and Products (Excluding Satellite-Services, Product Sales and/ or Rental)

The terms and conditions below (this 'Agreement') shall govern the provision and use of Global Data's telecommunications service (the 'Service'), including local, long distance sales; and, if applicable, internet service and circuits, installation services including but not limited to professional, cabling, consulting, project management, remote management services and any other service Global may provide, and the sale of equipment and/ or software by Global Data Systems, Inc. ("Global") to CUSTOMER. (With the exclusion of satellite services and the rental and/or purchase of related hardware or software).

1. **Provision of Service:** This Agreement establishes general terms and conditions which will apply to each application "Global Sales Agreement" for specific services ("Order Form") and any subsequent Order Forms. Each Order Form will contain specific provisions with respect to rates, location type of service, and duration of the Commitment (if applicable) and/or other terms as appropriate. CUSTOMER agrees to use the Service only for lawful purposes and to comply with Global's acceptable use policy (applicable to Internet service only) which policy may be amended from time to time and is hereby incorporated by reference and made a part hereof. Any and all IP addresses assigned for CUSTOMER use shall remain the property of Global and shall revert back to Global upon expiration or termination of this Agreement.

2. **Credit Approval Agency and Travel Code:** Each Order Form shall be subject to approval by Global. CUSTOMER shall comply with all of Global credit approval policies and procedures and acknowledges that Global reserves the right to withhold implementation of Services under this Agreement pending satisfactory credit approval, which including but not limited to, security for payments in the form of a cash deposit a corporate or personal guarantee and irrevocable letter of credit or other means. CUSTOMER specifically authorizes Global to seek such credit details and perform such credit checks, as it deems necessary. CUSTOMER's account may be subject to a credit limit and, where applicable, Global may require remittance of any amount in excess of such limits within 24 hours of confirmed facsimile notice or receipt of other actual notice by CUSTOMER. CUSTOMER hereby authorizes Global to act as agent for CUSTOMER as necessary to provide the Service, including, but not limited to, ordering telecommunications and other services, or facilities and increasing, adding to terminating, decreasing, removing or rearranging such services or facilities on CUSTOMER's behalf. CUSTOMER assumes full responsibility for the control and use of Global travel code(s) and shall pay Global in full for all such use, whether or not authorized by CUSTOMER. CUSTOMER shall notify Global immediately in the event any travel or authorization code is lost or stolen.

3. **Term:** The Agreement shall commence and continue from the Start Date (as defined below) for the period of months provided in the Order Form ("the Term"). Absent such notice of termination as provided herein, the Agreement will automatically continue on a month to month basis after the expiration of the Term, on and subject to the same terms and conditions (except as otherwise provided herein), unless either party provides written notice either to renegotiate the terms on the Order Form or to terminate the Service no less than thirty (30) days prior to termination. Either party may terminate the Agreement effective with the expiration of the Term by providing written notice of its intention not to renew at least 30 days prior to the expiration of the Term. The start of the Term (the "Start Date") occurs after the Service is installed and available for use.

4. **Taxes and Other Charges:** In addition to charges for Services, CUSTOMER shall pay Global for all (if applicable) excise, sales use or other taxes fees or charges applicable to Global's provision of Service to CUSTOMER (including supplemental charges for design changes, maintenance and expedites) all of which shall be paid by the CUSTOMER in addition to other amounts owing. Such taxes, fees and charges will be separately stated in the applicable monthly invoice. The availability of expedites is in Global's sole discretion and, when provided, charges are not contingent on results.

5. **Payment:** Unless otherwise specified in the Order Form, usage-based Telephone or Internet Service shall be invoiced monthly in arrears and all other Telephone or Internet Services shall be invoiced monthly 30 days in advanced.. Installation Service work shall be invoiced upon completion or a percent of installation work completed for the calendar month, if installation work exceeds thirty (30) days. Equipment and/or Software purchased shall be invoiced upon shipment. All amounts owed under each Order Form are due within 10 days after invoice. If the CUSTOMER in good faith disputes any charges it shall timely pay a" undisputed charges, and also within 30 days of the invoice date, give Global written notice of the disputed amount(s) and the reason (s) therefore. Global shall review any such notice promptly. If Global determines that the CUSTOMER was billed in error, a credit for the amount billed incorrectly will be made to the next invoice. If Global determines that the amount was billed correctly. CUSTOMER shall pay such amount within the billing terms stated on the invoice. Global may in addition to any other remedies available to it impose a late payment charge of 1.5% per month (or the highest rate permitted by law) on any amount not paid within such 30 day period.

6. **Termination:** If, for any reason other than as specially permitted in Section 8 below, CUSTOMER terminates any Order Form before the expiration of the Term, CUSTOMER shall immediately pay to Global all charges for Services provided through the termination date, plus a termination charge equal to the amount of the monthly recurring charges multiplied by the remaining period of the Term (in months, prorated for any fraction thereof) plus any unpaid nonrecurring or installation charges, and any disconnection, early cancellation or termination charges reasonably incurred by Global on CUSTOMER's behalf. In addition to the foregoing, CUSTOMER shall also immediately pay to Global an additional termination charge equal to: (a) in the case of an annual Commitment the number of full months remaining in the Term multiplied by 1/12<sup>th</sup> of the Commitment. Global reserves the rights, subject to any notification period required in its tariffs, if any to terminate CUSTOMER's service for non-payment provided that non-payment is not due to reasons contained in Section 14. No such termination shall relieve CUSTOMER from its obligation to pay applicable termination charges as set forth in this Section 6. Global may terminate this Agreement, or any Order Form, in a whole or in part, or suspend the Service at any time upon written notice of (a) Any failure of CUSTOMER to pay any undisputed amounts due hereunder unless failure to pay is for reasons contained in Section 14 (which includes amounts disputed not in good faith); (b) Any material breach by CUSTOMER of any provision of "his Agreement; (c) Any insolvency, bankruptcy, assignment for the benefit of creditors appointment of a trustee or receiver or similar event with respect to CUSTOMER, (d) Global's determination, in its sole discretion, that provision of the Service hereunder is or will be harmful, hazardous or capable of causing interference or service interference or service to the Global network equipment or services, including, but not limited to, economic and/or safety requirements; (e) the failure of any CUSTOMER-provided equipment connected to the Global's network to comply with Part G8 of the FCC's rules and regulations; or (f) Any governmental prohibitions concerning the provision of or any required alteration of the Service provided hereunder prior to the date of the CUSTOMER's first full billing cycles at least 30 days after activation, if the CUSTOMER cancels or terminates prior to installation of Service. Global will bill CUSTOMER for all costs incurred by Global, including, but not limited to its employee's time and CUSTOMER agrees to accept such bill as true and correct. Notwithstanding the foregoing early termination charges shall not apply to termination by Global pursuant to parts (d) or (f) of this paragraph.

7. **Interruption of Service:** In the event of an interruption in the Service ("Outage"). CUSTOMER shall be entitled to a credit in an amount equivalent to the proportionate monthly charge for the period during which such Outage occurs subject to the specific provisions set forth below. An Outage will be deemed to have occurred only if the Service becomes unusable to CUSTOMER as a result of failure of Global Facilities, equipment or personnel to provide the Service and only where the interruption is not the result of; (a) the fault or negligence of CUSTOMER; (b) the failure of interconnecting facilities or other equipment not part of the Global facilities or within Global's control; (c) Any planned interruption or routine maintenance or (d) other circumstances beyond the control of Global. Credit allowances for an Outage commences upon the earlier of (a) Global's receipt of written notice from the CUSTOMER of an Outage or (b) Global's actual knowledge of such Outage and credit allowance ceases when the Service has been

restored and Global has attempted to notify the CUSTOMER thereof.

8. **Credits:** as a result of an Outage shall be given only when CUSTOMER notifies Global that such credit is due. Only that portion of the service which is interrupted due to the Outage shall be credited. The Service is offered 24 hours per day 7 days per week. In the event of local and long distance (and internet, if applicable) service Outage, for purposes of credit computation, every month shall be considered to have 720 hours and no credit shall be allowed for an Outage of less than 30 minutes. In the event of an internet service, only, Outage, if such Outage exceeds one hour in any calendar day. A credit for the entire day of internet service shall be granted, equivalent to 1/30<sup>th</sup> of the internet portion of the monthly charge for the service.

9. **Excusable delay or Failure:** Neither party will be in default or otherwise liable for any delay in or failure of its performance hereunder due to any act of God, adverse weather condition, fire, flood, riot, strike, accident, war, governmental requirement, inability to secure materials, labor or transportation, cable cut or other causes beyond the reasonable control of the affected party.

10. **LIMITATION OF LIABILITY:** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, GLOBAL SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL GLOBAL BE RESPONSIBLE FOR ERRORS IN SIGNAL TRANSMISSION, LOST OR DEGRADATION OF DATA RESULTING FROM DELAYS, NON-DELIVERS AND ANY AND ALL SERVICE INTERRUPTION REGARDLESS OF CAUSE. IN NO EVENT SHALL GLOBAL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE EQUIPMENT OR SERVICES, DOWNTIME COST AND CLAIMS OF THE CUSTOMER FOR DAMAGES ARISING FROM THIS AGREEMENT.

11. **Warranties:** EXCEPT AS PROVIDED HEREIN, GLOBAL MAKES NO WARRANTIES, REPRESENTATION, OR OTHER AGREEMENTS, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND GLOBAL DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION.

12. **Rejections and Claims:** Customer may reject any Product, but only if it fails to conform with a material specification of Customer. Customer may reject a Product by giving Global explicit written notice of such rejection within 30 days of delivery of such Product to Customer. Such notice shall specifically indicate that it is a notice of rejection and describe each non-conformity for which Customer is rejecting the Product. Global and the manufacturer of the Product shall use reasonable commercial efforts to cure such non-conformity within 30 days of receiving notice of the same and if such non-conformity is cured within such 30-day period, the rejection shall not be effective. If Global and manufacturer are not able to cure such non-conformity within such 30-day period, then Customer's sole and exclusive remedy for such non-conformity shall be to return such Product and receive a refund of the amount Customer has paid for such non-conforming Product. No Product shall be returned to Global by Customer until authorized by Global. If Customer does not reject the Product within the 30-day period or if GLOBAL and manufacturer cure the non-conformity within the 30-day cure period, the Product shall be deemed irrevocably accepted by Customer.

13. **Indemnification:** Each party shall indemnify and hold the other harmless from and against bodily injury (including death) or damages to tangible property caused by the negligence or willful misconduct of the indemnifying party, or its employees, agents or invitees In connection with this Agreement or any violation of applicable law, rule or regulation resulting from the Service. Unless otherwise provided herein, no such termination shall relieve CUSTOMER of its obligations under this Agreement, including without limitation, early termination charges as set forth above and/or the obligation to make payment for the Service provided prior to termination. The rights and obligation of the parties (except with respect to the provision of service by Global) shall survive any such termination or other cancellation or expiration of this Agreement.

14. **Equipment and Location:** CUSTOMER will not allow or cause any facility or equipment of Global to be rearranged moved, modified, repaired or relocated without Global's consent. CUSTOMER will not create or allow any liens or other encumbrances to be placed on any such facilities or equipment of Global. If CUSTOMER relocates or changes the place of the Service provided under this agreement CUSTOMER will pay all additional installation and related charges associated with such relocation. All Global equipment shall be returned to Global upon expiration or termination of this agreement. The risk of loss in Equipment or Software purchased by CUSTOMER will transfer upon delivery to CUSTOMER and delivery will take place when such Equipment is shipped by Global. Unless otherwise agreed in writing, Global will ship all Products FOB shipping point from Global's premises in the United States or from supplier to CUSTOMER's designated location, and all shipping costs will be borne by CUSTOMER. In no event will Global have any liability in connection with any shipment, nor will the carrier be deemed to be an agent of GLOBAL. Unless otherwise agreed in a Quote, CUSTOMER agrees to accept partial shipments. Title to Equipment or Software purchased by CUSTOMER will transfer from GLOBAL to CUSTOMER upon Global's receipt of the full sale price and any applicable taxes, fees, and freight charges. Until such time, CUSTOMER will keep Products that are owned by GLOBAL free from any liens, claims or encumbrance.

15. **Continuation of Services:** For Telephone, Internet and Circuit Services, After the expiration of the initial term provide herein, this agreement shall continue in effect until cancelled by either of the parties' giving 60 (sixty) days written notice of termination. During the extended term, the monthly rates for the services provided shall either be the then current Global rate for such service.

16. **CONTINUATION OF SERVICE:** After the expiration of the initial term provided herein, this agreement shall continue in effect until cancelled by either of the parties' giving 60 days written notice of termination. During the extended term, the monthly rate for the services provided shall be the then current GLOBAL DATA SYSTEMS, INC. monthly rate for such services.

17. **Maintenance Window:** With respect to internet service only. Global maintains specified time periods during which it may perform necessary network maintenance and/or network upgrades. These specified time periods are referred to as "Scheduled Maintenance Windows". In the event Global intends to bring down internet services during a Scheduled Maintenance window, Global will provide CUSTOMER 24 hours notice thereof. Global further reserves the right to perform required maintenance work outside of the Scheduled Maintenance Window upon 12 hours notice to CUSTOMER. CUSTOMER understands and agrees, however, that Global has the right; in its sole discrimination to perform emergency maintenance as needed to preserve the overall integrity of the services offered without notice to CUSTOMER.

18. **Anti-Solicitation and Hiring of Personnel:** Customer shall not solicit for employment or employ any of the personnel of Global for any reason. In addition to any other remedies which may be available, violation of this provision shall result in liquidated damages being due and payable from Customer to Global in the amount of one year of salary for each Global employee solicited or hired by Customer.

19. **General:** (a) **Assignment:** CUSTOMER may not assign this Agreement without the prior written consent of Global which consent may be conditioned upon such assurances of performance and ability to pay which Global may reasonably require. (b) **Governing Law:** This Agreement is deemed to be made in and governed by the laws of the State of Louisiana, without regard to choice of law provisions. In the event of legal action between the parties with respect to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and court costs. (c) **Severability:** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in effect. (d) **Waiver:** Failure by a party to enforce any provision of this agreement, or the waiver thereof in any instance shall not be construed as a general waiver of rights. (e)

**Notice:** except as provided in Section 2 above, any notice given or made pursuant to this Agreement or any Oder Form will be effective only if in writing and delivered in person, by messenger, by overnight delivery service or by certified mail, return receipt requested and delivered to CUSTOMER at the address provided in the service application/Order Form: or to Global at Global Data Systems, Inc.. Attn: CUSTOMER Service, 537 Cajun Dome Blvd, Suite 111, Lafayette Louisiana 70506; or such other address as may be hereafter furnished by either party to the other. **(f) Entire Agreement:** The terms of this Agreement and Order Form constitute the entire agreement between the parties concerning the subject matter hereof and this Agreement may be modified only in a writing signed by both parties.