

LyonTech Internet Services – Terms and Conditions

Last Modified: April 6, 2009

Lyon Technical Services ("LyonTech") is committed to providing dedicated, reliable and robust Internet services to its customers (the "Services"). By simply using the Services, you (the "Customer") indicate that you understand and agree to these Terms and Conditions of service and any future modifications or additions to this document (the "Agreement").

1. Customer Duties and Restrictions:

Customer shall use the Services and all information obtained therefrom solely for the internal purposes of Customer and its subsidiaries. Customer shall not access such Services or provide any information obtained therefrom, for the benefit of third parties (except for Customers subsidiaries). Customer shall comply with all proprietary and restrictive notices that may appear in the Services. Customer shall be responsible for maintaining the security of the unique user account(s) issued to Customer and shall be responsible for all charges for access to the Services initiated by such account(s).

2. Acceptable Use:

Customer's use of the Services shall be subject to the terms of the Acceptable Use Policy ("AUP") as posted on LyonTech's website, www.lyontech.com, the terms of which are hereby incorporated into these Terms and Conditions by this reference. LyonTech reserves the right to modify the AUP from time to time without notice. Customer's use of the Services will constitute the Customer's acceptance of any terms of the AUP in effect at the time of such use by Customer.

3. Fees & Charges:

In consideration of Customer's access to the Services, Customer shall remit to LyonTech payments in accordance with LyonTech's currently published pricing. In addition, where applicable, Customer shall pay all applicable taxes based on or measured by this Agreement. Customer shall pay LyonTech a late payment charge of one and one-half per cent (1.5%) per month, or a minimum fee of \$30.00, whichever is greater, on any unpaid amount for each calendar month or fraction thereof that any payment to LyonTech is in arrears. LyonTech shall be relieved of its duties and may terminate Customer's access to the Services if payment is not received when due. Termination of Customer's Services hereunder does not affect Customer's responsibility under this Agreement to pay all fees incurred up to the date the Services were terminated, including any collection fees and attorney fees and costs incurred by LyonTech.

4. Use of LyonTech Equipment:

All LyonTech-provided customer premise equipment is pre-configured for the service ordered, and shall remain the sole property of LyonTech. LyonTech technicians shall manage the equipment and can make any changes needed after your service is installed. Customer modifications that make the hardware inaccessible remotely to LyonTech technicians will result in billable configuration/repair by LyonTech technicians. If you provide your own equipment, arrangements must be made during order placement. LyonTech cannot guarantee your hardware's compatibility with our services or our ability to support it. If a technician visit is required to reconfigure pre-owned or non-LyonTech provided hardware, an additional charge may be required. If you require the password to access your router, LyonTech shall provide no warranty on the hardware configuration and shall no longer be responsible for the repair, management, or configuration of the router.

5. Warranties:

LyonTech provides internet services on a best effort service, and cannot guarantee uptime, throughput, performance, or upload or download speeds, nor can we guarantee "ping times" or latency performance for any product. The throughput and network performance you receive can vary from time to time depending on a variety of factors such as Internet traffic, network utilization, hardware or software failure, line quality, location, and other variables outside of LyonTech's control. THEREFORE, EXCEPT AS SPECIFICALLY DESCRIBED IN THESE TERMS AND CONDITIONS, LYONTECH MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE. LYONTECH ACCEPTS NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY CUSTOMER INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME OR DATA FROM DELAYS, NONDELIVERIES, MISDELIVERIES, OR SERVICE INTERRUPTIONS CAUSED BY LYONTECH'S OWN NEGLIGENCE OR CUSTOMERS ERRORS OR OMISSIONS. THOUGH LYONTECH BELIEVES THAT THE SERVICES AND INFORMATION OBTAINED THEREFROM ARE ACCURATE AND CORRECT, LYONTECH DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF ANY SERVICES OR INFORMATION OBTAINED THEREFROM.

6. Credits:

In the event of a service outage which results from a failure on LyonTech's part, credits may be applied on a pro-rated daily basis for each continuous 24 hour period of service outage experienced. No credits for service outages shall be applied for issues arising from any third-party or force majeure event outside of LyonTech's control. If you are experiencing a service outage, please contact our support team as soon as possible to begin proper troubleshooting.

7. Limitation of Liability:

Customer shall use the Services at its own risk. In no event shall LyonTech be liable to Customer or any third-party for any indirect, special or consequential damages or lost profits arising out of or related in any way to this Agreement, the performance or breach thereof, of the accuracy or correctness of the Services or information obtained therefrom.

8. Term:

This Agreement shall continue until canceled by either party. Customer may cancel at any time upon thirty (30) day prior written notice to LyonTech. Customer shall remain responsible for any fees and taxes up to the effective date of termination. LyonTech may cancel or terminate this Agreement at any time for any reason upon written notice to Customer. LyonTech shall reimburse Customer for any unused fees where appropriate on a pro-rata basis. The foregoing rights and remedies of the parties shall be cumulative and in addition to all other rights and remedies available to them in law and in equity. Upon termination of services, Customer shall promptly return to LyonTech all LyonTech-provided customer premise equipment, including any routers, cables, modems, documentation or otherwise provided by LyonTech. In the event of Customer's refusal or failure to return to LyonTech all LyonTech-provided customer premise equipment within thirty (30) calendar days from the effective date of termination of services, LyonTech shall automatically charge Customer a non-refundable equipment replacement fee of up to \$99.00.

9. Survival:

The terms and conditions contained herein are intended to continue and survive and shall so any cancellation or termination of this Agreement.

10. Use of Other Networks:

If Customer uses any other organizations networks or software, Customer is subject to their permission and usage policies.

11. Change of Status:

LyonTech may occasionally require new registration and account information by the Customer to continue the Services. In addition, the Customer shall notify LyonTech in writing of any changes in the account information, such as billing and contact information, including name, address, phone number, etc.

12. Change of Terms and Conditions:

LyonTech reserves the right to change the Terms and Conditions of this Agreement at any time by posting modifications to its website at www.lyontech.com. Customer shall be responsible to periodically monitor the Terms and Conditions posted on LyonTech's website for updates or modifications.

13. Entire Agreement:

This Agreement embodies the entire agreement between the parties respecting the matters within its scope and may be modified only in writing in accordance with the terms set forth herein.

14. Governing Law:

This Agreement shall be governed by and construed under and in accordance with the laws of the State of Washington, County of King.