

Co-location Service Agreement

I. INTRODUCTION.

HiWAAY Information Services, Inc. (dba Vertix Networks) ('Vertix Networks'), will provide to you, as a customer (the 'Customer'), access to rental space in its Vertix Networks Data Centers, located at 307 Clinton Ave., Suite 100, Huntsville, Alabama 35801 and 1 Independence Plaza, Suite 705, Birmingham, Alabama 35209, and other ancillary services as provided herein (collectively, the 'Service'). By establishing an account or receiving the Service, you agree to be bound by this Agreement and to use the Service in compliance with this Agreement, Vertix Networks' standard Terms and Conditions (the 'Terms and Conditions'), Vertix Networks' Privacy Policy, and other policies, all of which are incorporated herein by reference, may be viewed on Vertix Networks' web site at <http://www.VertixNetworks.net> ('Vertix Networks' Web Site').

If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Service, and you must terminate your use of the Service under Section XIV below.

II. SERVICE REQUIREMENTS.

Customers must be at least eighteen (18) years old. Current prices for Vertix Networks' Services may be obtained by calling your Vertix Networks Corporate Sales Consultant (the 'Sales') at (256) 650-4900 for Huntsville or (205) 879-9115 for Birmingham. Vertix Networks reserves the right to change prices and institute new fees at any time upon thirty (30) days' prior notice except under long-term contract pricing arrangements.

III. PAYMENT OBLIGATION OF CUSTOMER.

(a) Billing Cycle. You will be billed for Services every thirty (30) days. All invoices are due upon receipt. These and other criteria are expanded on in the Terms and Conditions.

(b) Cancellation. You may cancel the Service as stated herein and in the Terms and Conditions. However, none of your equipment located at the Data Center can be removed when your payments are not current or are considered past due.

(c) Damage Caused by Misuse. In the event of damage to the Data Center, its operations, other customers' services or property, or Vertix Networks' property caused by misuse or negligence by the customer, you will be billed for time and materials necessary to correct the problem.

(d) Charges for Work. You may request Vertix Networks network engineers or system administrators to perform specific system repairs or other services at our standard hourly rate. Such requests must be confirmed through email, fax, or other written communications before Vertix Networks can begin the requested work.

(e) Charges for After-hours Work. You hereby agree that all work, which takes place outside Vertex Networks' normal business hours, 8 a.m. - 5 p.m., Monday through Friday, shall be billed at twice the standard rates for such work. Such rates shall be applicable for time spent opening the Internet Data Center during non-staffed hours.

(f) Charges for Changes in Power Consumption. Vertex Networks reserves the right to adjust pricing for power consumption due to increased usage by your equipment and/or increases in market pricing.

(g) You agree and understand that to access a Vertex Networks Data Center (DC) you must be escorted by a Vertex Networks representative. During normal business hours (8 AM - 5 PM weekdays, excluding holidays) there is no charge for Escorted Access to the DC. Vertex Networks provides After-hours (5 PM - 8 AM weekdays, and all day weekends and holidays) Escorted Access at no charge for the first two (2) hours for one (1) incident within a 24 hour period. Escorted access time exceeding two (2) hours will be charged to you at the rate of \$60.00 per hour. Additional Escorted Access incidents within the same 24 hour period will be charged at the rate of \$60.00 per hour from start to end of the incident(s). An Escorted Access Incident begins at the agreed upon start time. The Incident ends when the customer exits the DC or contacts the escort to cancel or reschedule the Incident. Note: For escorted access to a DC, contact Vertex Networks at 256-650-4900 or 888-244-9229 ext. 536 at least 90 minutes prior to your requested access time. You will need to identify the DC to which you need access and provide the name and contact information for your representative visiting the DC and agree upon a start time. Your representative must call Vertex Networks when enroute to the DC. You must reschedule if delayed more than 30 minutes past the original agreed upon access time. Failure to notify Vertex Networks of your intent to cancel or to reschedule for missed access incident(s) will result in an automatic one (1) hour minimum charge.

IV. Vertex Networks REMEDIES.

Any property ('property' includes hardware, software and/or data properties) placed at the Internet Data Center by you shall be subject to a lien for the payment of the Services provided. This lien shall be similar in operation and remedy as a landlord would have on a tenant's personal property under Alabama law guaranteeing the payment of rent. If your account is one hundred twenty (120) days past due, then Vertex Networks shall have the right to seize your property located at the Internet Data Center and take ownership of the same. Vertex Networks shall have the right to dispose of such property at its discretion, and by execution of this Agreement, you waive any and all rights you may have to said property or redemption thereof after seizure by Vertex Networks. Vertex Networks may allow you to redeem your property after its seizure for the balance due on your account, interest thereon, and any charges incurred by Vertex Networks to collect on your account.

V. Vertex Networks' OBLIGATIONS.

Vertex Networks shall be responsible for providing a reliable connection to the Internet for your server(s). Vertex Networks is not responsible for problems arising from your hardware or your network. VERTIX NETWORKS personnel are not responsible for repairs to hardware co-located at the Data Center. If Vertex Networks' assistance is required for remote management of your hardware, you will be invoiced in accordance with our standard network consulting rates, as amended from time to time.

VI. CUSTOMER RESPONSIBILITIES.

You are solely responsible for anything that may happen to your equipment while it is at the Data Center.

You shall provide insurance with respect to personnel, hardware, software or any other property in any form whatsoever, located at or operating from Vertex Networks.

VII. RENTAL OF NETWORK SERVERS AND HARDWARE.

You may rent network servers and hardware from Vertex Networks. Rates may be obtained by calling your Sales Consultant. Rented network servers located at the Data Center are subject to a separate service agreement and pricing structure.

VIII. USE OF INTERNET DATA CENTER FACILITY.

(a) Only those individuals identified in writing by you on the Customer Registration Form (the "Representatives") may access the Data Center. You shall deliver prior written notice to Vertex Networks of any changes to the Customer Registration Form and the list of Representatives. You and your Representatives shall not allow any unauthorized persons to have access to or enter any Data Center. You and your Representatives may only access that portion of a Data Center made available by Vertex Networks to you for the placement of your equipment and use of the Data Center Services provided, unless otherwise approved and accompanied by an authorized Vertex Networks representative.

(b) You and your Representatives agree to adhere to and abide by all security and safety measures established by Vertex Networks. In addition, neither you nor your Representatives shall do or participate in any of the following: (i) misuse or abuse any Vertex Networks property or equipment or third-party equipment; (ii) make any unauthorized use of or interfere with any property or equipment of any other Vertex Networks customer; (iii) harass any individual, including Vertex Networks personnel and Representatives of other Vertex Networks customers; or (iv) engage in any activity that is in violation of the law or aids or assists any criminal activity while on Vertex Networks property or in connection with the Data Center or the Services provided hereunder.

(c) In the event Vertex Networks network engineers determine your server to be causing any network disruption, it may be disconnected or shut down immediately and without warning.

(d) You and your Representatives shall keep each area of the Data Center clean at all times. You are responsible for keeping your area of the Data Center clean and free and clear of debris and refuse. You shall not, except as otherwise agreed to in writing by Vertix Networks, (i) place any computer hardware or other equipment in the Data Center that has not been identified in writing to Vertix Networks; (ii) store any paper products or other combustible materials of any kind in the Data Center (other than equipment manuals); and (iii) bring any Prohibited Materials (as defined below) into any Data Center. "Prohibited Materials" shall include, but be not limited to, the following and any similar items: (i) food and drink; (ii) tobacco products; (iii) explosives and weapons; (iv) hazardous materials; (v) alcohol, illegal drugs and other intoxicants; (vi) electro-magnetic devices which could unreasonably interfere with computer and telecommunications equipment; (vii) radioactive materials; (viii) photographic or recording equipment of any kind (other than tape back-up equipment); or (ix) any other item Vertix Networks deems disruptive or damaging to the Data Center or its operations.

IX. CUSTOMER EQUIPMENT.

Each piece of your equipment installed or placed at the Data Center must be clearly labeled with your name (or code name provided in writing to Vertix Networks) and individual component identification. Each connection to and from a piece of equipment shall be clearly labeled with your name (or code name provided in writing to Vertix Networks) and the starting and ending point of the connection. Your equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements. You must use your best efforts to provide Vertix Networks with at least forty-eight (48) hours' prior notice any time you intend to connect or disconnect any of your equipment.

X. SCHEDULED MAINTENANCE.

Vertix Networks will conduct routine scheduled maintenance of its Data Center and any rented network servers according to the maintenance schedule posted on Vertix Networks' Web Site at www.VertixNetworks.net/support/maintenance.html. In the event a critical maintenance situation arises, Vertix Networks may be required to perform emergency maintenance at any time. During these scheduled and emergency maintenance periods, your equipment may be unable to transmit and receive data and you may be unable to access your equipment. You agree to cooperate with Vertix Networks during the scheduled and emergency maintenance periods.

XI. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

THE SERVICES PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. VERTIX NETWORKS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. VERTIX NETWORKS MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A

PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION, OR SERVICE PROVIDED THROUGH THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY VERTIX NETWORKS OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY, WHETHER ORAL OR WRITTEN. VERTIX NETWORKS AND ITS AGENTS AND EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, VERTIX NETWORKS' CUMULATIVE LIABILITY TO ANY CUSTOMER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE OR FEES PAID TO VERTIX NETWORKS BY YOU DURING A ONE (1) YEAR PERIOD.

XII. WEB SITE USAGE.

The use of Vertix Networks' Web Site as a link or hypertext link is subject to the limitations contained in the Terms and Conditions.

XIII. TERM OF AGREEMENT.

Continued use of the Service constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Service and to terminate your account.

XIV. TERMINATION.

You may terminate your account pursuant to the provisions provided in the Terms and Conditions. If your account is paid in full, upon termination of your account, any hardware located at the Data Center must be removed within seven (7) business days or it will be removed and placed into storage. If your account is not paid in full, then all charges and balances due on your account must be paid in full to receive any items located at the Data Center. If after one hundred twenty (120) days following the termination of your account a balance due exists, then Vertix Networks shall have the remedies provided in the Agreement and the Terms and Conditions.

XV. MISCELLANEOUS.

This Agreement, the Terms and Conditions, the Privacy Policy, and Vertix Networks' other user policies posted on its Web Site constitute the entire agreement between you and Vertix Networks with respect to your use of the Services.

Vertix Networks may revise, amend, or modify this Agreement, the Privacy Policy, the Terms and Conditions, and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on Vertix Networks' Web Site and/or on your start pages and/or by email and/or in Vertix Networks' various publications and mailings to its customers.