

Hosted Exchange Services Service Agreement

I. INTRODUCTION. HiWAAY Information Services, Inc. (dba Vertix Networks) (the "Vertix Networks") will provide to you, (a "Subscriber"), Hosted Exchange Services for your domain as described below (the "Service"). By purchasing and continuing use of the Service, you agree to be bound by and to use the Service in compliance with this Agreement and the Terms and Conditions, as each are amended from time to time. If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Service. If you are a current subscriber and do not agree with these conditions, you must terminate your use of the Service as provided under Vertix Networks' Terms and Conditions and this Service Agreement.

II. SUBSCRIBER REQUIREMENTS. The Service does not include Internet access, domain or email hosting. You are solely responsible for obtaining access to the Internet, domain or email hosting, whether through Vertix Networks or another provider. Current prices for Vertix Networks' Services may be obtained by calling your Vertix Networks Corporate Sales Representative at (888) 244-9229 or (256) 650-4900 ("Sales").

III. Vertix Networks' OBLIGATIONS.

A. Vertix Networks will provide you with the Service to for your domain. The service type you have purchased determines the number of email addresses and account types that may use the Service.

B. Vertix Networks will provide Technical Support for using the Service.

C. The Service is provided as is and Vertix Networks in no way guarantees the fitness or suitability of the Service.

IV. CUSTOMER RESPONSIBILITIES.

A. You understand and agree that violation of the Terms and Conditions and of this Service Agreement may result in your account being disabled by Vertix Networks without prior notice or warning.

B. You understand and agree that you are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account.

C. You understand and agree that to use the Service, you must have a valid Internet domain that can receive email and access to an Internet email server.

D. You further understand and agree that to manage the Service, you must have Internet access and equipment and software needed to use the Internet and the World Wide Web.

E. You understand and agree that if the number of email addresses and Blackberry enabled accounts configured for your domain(s) exceeds the limits defined by your service type, you will be automatically charged for the service type that covers the actual number of addresses and Blackberry accounts configured in the Service for your domain(s).

F. You understand and agree that Vertex Networks is not responsible or liable for any loss or damages, alleged or otherwise, to your or your computers, network, data, business, or any distress that might result from any email lost during the use of the Service.

G. You further understand and agree that Vertex Networks is not responsible or liable for any loss or damages, alleged or otherwise, to your or your computers, network, data, business, or any distress that might result from use of the Service.

V. TERMINATION 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 based on the guidelines referenced in the Terms and Conditions.

VI. MISCELLANEOUS. This Agreement, the Terms and Conditions and Vertex Networks' other user policies posted on its web site constitute the entire agreement between you and Vertex Networks with respect to your use of the Services. Vertex Networks may revise, amend, or modify this Agreement, 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 handled as referenced in the Terms and Conditions.