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# Wanderport Networks Incorporated Terms and Conditions for BusinessONLY Service:

This Agreement, entered into between you as our customer (henceforth "You" or "Customer") and Wanderport Networks Incorporated (henceforth "WNI", "We" or "Us), includes these Terms of Service, our Acceptable Use Policy ("AUP"), as well as our Privacy Policy (collectively, "Agreement"). By accepting this Agreement, the Customer agrees to comply with its terms and conditions.

The following terms apply to all Services (as defined below):

1. Services and Definitions. The term "Service" shall include any and all Digital Communications services supplied by WNI to the Customer. The Service shall also include any software or hardware that we provide to the Customer in connection with the Service to which the Customer has subscribed.

2. Term and Termination; Changes to Service.
    - Term and Termination. This Agreement becomes effective upon your acceptance and remains in force for the duration of the selected Service Plan (the "Initial Term"). The Initial Term begins on the Service Ready Date and continues until either party terminates the Agreement as permitted herein. If you subscribe to a plan with a minimum term commitment (a "Term Plan"), you agree to maintain the Service for the full duration of that Term Plan. Unless otherwise specified, at the end of the Initial Term
    - **Enterprise & Custom Contracts:** Enterprise & Custom Service Plans will automatically renew for successive one-year periods (each, a “Renewal Term”) unless you provide written notice of non-renewal at least 30 days before the end of the current term.
    - **Other Plans:** For all other posted plans, you may be given the option to select a new Term Plan. If you change your plan type, your monthly rate and term commitment may be adjusted accordingly, while the rest of this Agreement remains in effect unless stated otherwise.We reserve the right to terminate the Service (or any part thereof) if we cease offering the Service generally or to your location, in which case we will provide at least 30 days' advance notice.
    - Changes to Service, Features and/or Additional Services. We reserve the right to change the Service (or any part thereof), Features or Additional Services, Content or applications of the Service at any time with or without notice to you. If such a change materially and adversely affects your use of the Service, and we cannot reasonably mitigate the impact, then, as your sole and exclusive remedy, you may terminate the Service without further obligation.

3. Prices/Billing. Prices are guaranteed for duration of your Term Plan, subject to the provisions of this Section. Thereafter, your continued use of the Service constitutes your acceptance of the price change. If you change your Service or your Term Plan, you agree to pay the applicable monthly fee that may apply to your new Service or Term Plan. You agree to pay all charges associated with the rate plan selected, including but not limited to a) applicable taxes, b) surcharges, c) Federal Universal Service Fund, tax and other recovery fees, d) FCC charges, e) activation fees, f) installation fees, g) setup fees, h) equipment charges, i) early termination fees and j) other non recurring charges. Notwithstanding the pricing guarantee set forth above, the taxes, fees and other charges detailed in this section a) - d) may vary on a monthly basis; any variation will be reflected in your overall monthly charge. The amounts

and what is included in such charges are subject to change. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to interest and charges due to insufficient credit or insufficient funds. Activation fees, installation fees, setup fees, equipment charges, and other non-recurring charges, if applicable, will be included in your first month's bill. Monthly Service recurring charges will be billed one month in advance. Billing for Service will automatically begin on the date provisioning of your Service is complete ("Service Ready Date") unless you are notified otherwise by WNI. We may, at our election, waive any fees or charges. WNI or its agent will bill your credit card.

4. Payment, Late Fee and Consent Regarding Credit. Customer agrees that WNI will bill Customer's credit card automatically on monthly basis and provide customer with an electronically viewable monthly invoice. Payment to WNI is due upon receipt of invoice and shall be made in U.S. currency. If a payment is received thirty (30) calendar days or more after the invoice date it is considered past due and the Customer agrees to pay interest on said payment of 1.5% for each month or part of a month (or the maximum interest allowed by law, whichever is less). In the event Customer fails to pay one month, Customer agrees that WNI at its sole discretion can terminate without notice all services to Customer. Customer hereby agrees to waive any and all claims they might have against WNI as a result of suspension and or termination of services without prior notice. WNI may assign unpaid delinquent charges to a collection agency for action. In the event that WNI utilizes a collection agency or takes legal action to recover monies due, Customer agree to reimburse WNI for all expenses incurred in the recovery of such monies (including attorney's fees). We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify Service, we may obtain a report from a credit agency or exchange information with our affiliates in connection with determining your creditworthiness. If you fail to pay your bill, we may submit a negative credit report to credit reporting agencies which will negatively affect your credit report.

5. Refundable Deposit. We may require that You provide WNI with a refundable deposit, which will be specified at the time of your order ("Subscriber Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days after termination of your Service, we will return your Subscriber Deposit, less any unpaid amounts due on your account, including any amounts owed for unreturned or damaged Equipment. Amounts held on deposit will not accrue interest except as required by law.

6. Renewal, Cancellation and Early Termination Fees.
    a. Renewal or Cancellation. Upon expiration of the Initial Term we may continue to provide you with Service on a month-to-month basis, at our then-current monthly price. If you wish to renew or cancel your Service, you may do so by calling 1-866-910.WIFI (9434). Cancellation by you will be effective upon your notice to us.
    b. Early Termination Fee. If you cancel your Service prior to the conclusion of your Term, you will be charged a fee equal to either half of the amount of the term left on your Plan or two (2) months of billing whichever is greater. It is agreed that WNI's damages, if you cancel your Service, are difficult or impossible to ascertain; therefore, the provisions of this Section are intended to establish liquidated damages in the event of cancellation and are not intended as a penalty.

7. No Warranties. ADVICE OR INFORMATION PROVIDED BY WNI OR ITS REPRESENTATIVES SHALL NOT CREATE A WARRANTY. USE OF WNI TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, WNI AND ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM, WITH RESPECT TO ALL SERVICES, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NONINFRINGEMENT. YOU AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

    IN ADDITION, WNI DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE. THE PROVISIONING AND PERFORMANCE (SPEED) OF THE SERVICE IS SUBJECT TO CIRCUIT OR OTHER NETWORK FACILITY AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE WIRING INSIDE YOUR LOCATION, AND COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES AND NETWORK/INTERNET CONGESTION, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR WNI SHALL HAVE ANY DUTIES OR OBLIGATIONS

UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY WNI-PROVIDED EQUIPMENT). WNI DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED WILL MEET YOUR NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE.

8. Your Responsibilities; Notices; Revisions to Terms of Service.
    a. Your Responsibilities. You represent that you are eighteen (18) years of age or older, that you have the power and the legal authority to enter into this Agreement, and that the information you supply to us is correct and complete. You acknowledge and agree that you are solely responsible for all use of the Service (including the use of any secondary or sub-accounts associated with a primary account) and the manner in which the Service is used by you or anyone who uses the Service with or without your permission. If you use a wireless router or similar device, You are responsible for securing your wireless network and for any use of the Service via your wireless network. You may not resell, re-provision or rent the Service to third parties (either for a fee or without charge) or allow third parties to use the Service via wired, wireless or other means. For example, You may not provide Internet access to third parties through a wired or wireless connection or use the Service to facilitate public Internet access (such as through a Wi-Fi hotspot). You may connect multiple computers/devices within a single office location to your Service router to access the Service, but only through a single account and an IP address(es) obtained from WNI, and only for use by You and your Company. You may use your Service to connect through an analog connection, but these connections will be subject to monthly charges, depending on the Service to which You subscribed. Additional User IDs provided for email boxes are not intended for use as dial-up connections. You agree to use the Service only within the United States.
    b. Use of the Service. You understand and agree that you are responsible for the protection, storage, backup and security of your data, software, computer network and other facilities, as well as your choice of equipment, software and online content; and all other matters related to how you access and use the Service. You acknowledge and agree that the reliability, availability and performance of data or services accessed through the Internet or other services connected or linked to the Service are beyond our control and are not in any way warranted or supported by WNI. You also agree to provide us with the access and support required to allow us to implement, maintain and provide the Services. In addition, You agree that your use of the Service and the Internet is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations.
    c. Limitations on Use of Service. You agree that WNI assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, data, documents, graphics, images, information, advice, or opinion contained in any emails, message boards, chat rooms or community services, or in any other public services or social networks, and does not endorse any advice or opinion contained therein. WNI does not monitor or control such services, although we reserve the right to do so. WNI may take any action we deem appropriate, in our sole discretion, to maintain the high quality of our Service and to protect others and ourselves.

       By transmitting, uploading, posting or submitting any information or material using the web site tools, you (i) represent that such information is not confidential, secret or proprietary information belonging to someone else; and (ii) warrant that no other party has rights to the information and that your transmission, posting, uploading or submission of the information does not violate any copyright or other laws.

       Any web sites linked to or from the Service are not reviewed, controlled, or examined by WNI and WNI is not responsible for the contents of any linked site or any link contained in a linked site. The inclusion of any linked sites or content from the Service, including sites or content advertised on the Service, does not imply endorsement of the linked site or content by WNI. Any dealings that you have with third parties, merchants or advertisers found on the Service are between You and the third party, merchant or advertiser and you acknowledge and agree that WNI is not liable for any loss or claim You may have against a third party, merchant or advertiser. In no event shall WNI be liable to anyone for any damage arising from or caused, directly or indirectly, by the creation or use of a third party's web site, or the information or material accessed through such web sites.

       If you choose to access the WNI Web Sites from locations outside the United States, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the county in which you reside. WNI makes no representation that materials on the WNI Web Sites are appropriate or available for use in locations outside the United States and accessing them from territories where

their contents are illegal is prohibited.

d. Notices Regarding the Service. You understand and agree that from time to time WNI may send you information relating to the Service (including but not limited to password information), via electronic mail over the Internet to your primary WNI email address. You consent to our distribution of such information to you electronically and You agree to check your WNI-provided email box periodically for account related information that we provide.

e. Revisions to Terms of Service. You understand and agree that WNI may revise the terms and conditions of this Agreement (including any of the policies which may apply to use of the Service) from time to time by i) posting such revisions to the WNI website at http://www.wanderport.com (the "Website") and by posting to the Announcements page located at http://www.wanderport.com, or ii) by sending an email to your primary email address, or both. You agree to visit these web pages periodically to be aware of and review any such revisions. Revisions to the Agreement are effective upon posting to the Website. Increases to the monthly price of your Services shall be effective thirty (30) days after the date we provide notice to the change in the manner set forth above. By continuing to use the Service after the date the revision(s) are posted to the Website, You accept and agree to the revisions and to abide by them. If You do not agree to the revision(s), you must terminate your Service immediately and such termination may be subject to any applicable early termination fees.

f. Entry to Customer's Business. You agree to allow WNI to enter your business during normal business hours by appointment to perform necessary activities related to the installation, inspection, repair, replacement or disconnection of our Equipment and Service. You will allow WNI to make attachments and connections that are necessary to provide Service to You. If You are not the owner of the premises to be entered, You must supply proof that You are authorized to allow work to be done on such premises.

9. Indemnification. You agree to indemnify us and hold us harmless for any damages, costs, liabilities and attorneys' fees that We incur from any claim arising from your use of the Services, or the use of your Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of the Services with other products or services not provided by Us, any modification of the Services, or any breach of this Agreement by You. In such event, You agree to conduct the defense and have control of the litigation and settlement, if any. However, You agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without WNI's prior written consent. WNI agrees to give you prompt notice of all claims and to cooperate in defending against the claim. The indemnifying party may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without the prior written permission of the indemnified party. THE PARTIES DISCLAIM ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, RELYING INSTEAD ON THE TERMS OF THIS SECTION.

10. Compliance with Laws.
    a. Generally. You agree not to use, or permit others to use, the Service in ways that (i) violate any law or applicable regulation, this Agreement or our AUP or our other policies, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment and software of our network or other networks. By way of example and not limitation, You agree not to distribute unsolicited advertising, chain letters or other unsolicited bulk electronic mail (i.e., spam); propagate computer worms, destructive programs or denial of service attacks or viruses; use a false identity; attempt to gain unauthorized entry to other computers, data or any site or network; distribute or store child pornography; distribute obscene or defamatory material over the Internet; or infringe copyrights, trademarks or other intellectual property rights. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Service. We reserve the right to suspend or terminate the Service (or any portion thereof) with or without notice if your use of the Service, in our sole judgment, violates this Agreement or our AUP, or otherwise adversely affects or threatens any WNI network or service, customer or employee, or, if You are determined to be a repeat infringer under our repeat infringement policy set forth in our AUP.
    b. Providing Information about You in Response to Legal Process. We reserve the right to provide information about your account and your use of the Service to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the WNI network consistent with applicable law. In addition, WNI is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any appropriate information including the identity of users, account information, images and other facts to law enforcement and the National Center for Missing and Exploited Children.

11. Return of Equipment. If you received Equipment at no charge from WNI, then upon termination (prior to the end of the first twelve months of Service or otherwise) or expiration of this Agreement, you will be required to return the Equipment to WNI within thirty (30) calendar days following such termination or expiration; failure to do so will result in an additional equipment charge.

12. Customer Equipment; Service Performance; Email Security; Backup and Maintenance.
    a. Customer Equipment. You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software updates, patches or other fixes, which are or may become necessary to access the Service, and to operate your computer. The preceding obligations apply regardless of whether WNI or a third party provided the software or hardware to you. Only the manufacturer's warranties included with any hardware or software provided by us shall apply.
    b. Service Performance. You understand that Digital Communications bandwidth is provided on a per line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Service and the type of use (e.g. streaming media or downloading larger files), as well as based on network congestion and the speed of servers you access on the Internet, among other factors. The speed of the Service will vary based on network or Internet congestion, your computer configuration, the condition of your telephone line and the wiring inside your location, among other factors. We and our suppliers reserve the right, at any time, with or without prior notice to You, to restrict or suspend the Service to perform maintenance activities and to maintain session control.
    c. Email Security. WNI reserves the right in our sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses, including without limitations, viruses, spam, phishing, identity theft and any other potentially disabling or harmful threat or abuse. These security measures may include but are not limited to, the use of firewalls and blacklists to block potentially harmful or abusive emails or attachments, anti-spam filters anti-virus or anti-spyware software, or blocking selected ports. Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account. By using any WNI-provided Digital Communications service, You agree that delivery and receipt of email is not guaranteed and also agree to WNI's use of such Internet and email security measures such as we at our sole discretion deem appropriate.
    d. WNI Backup and Maintenance. WNI may use, copy, display, store, transmit, translate, rearrange, reformat, view and distribute your information to multiple WNI servers. WNI may access, copy, block or remove any Content stored on your Service, whether pursuant to a subpoena or otherwise. We do not guarantee that these procedures will prevent the loss of, alternation of, or the improper access to, your information.

13. Termination for Default. Either party may terminate or cancel this Agreement if the other fails to cure a material breach of the Agreement within thirty (30) calendar days after receiving written notice of the breach. We reserve the right, but assume no obligation, to suspend performance immediately if you are more than thirty (30) calendar days overdue in payments or if, in our reasonable judgment, you have violated any provision of this Agreement, including our AUP.

14. Monitoring of System Performance. WNI automatically measures and monitors network performance and the performance of your Internet connection in order to improve the level of Service. WNI also will access information about your computer's settings in order to provide customized technical support. You agree to permit us to access your computer's settings in order to provide customized technical support. You agree to permit us to access your computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to WNI's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer and Equipment settings, as they relate to the Digital Communications Service, or other services, which we may offer from time to time. WNI does not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of WNI or its authorized vendors, contractors and agents.

15. Government Entities. Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is WNI or its third party licensors, providers and suppliers. The use of Software and documentation is further restricted in

accordance with the terms of this Agreement, or any modification.

16. Resolution of Disputes.
    a. The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, which the parties agree may be filed only in a court located in New York County, New York, the parties agree to use the following alternative dispute resolution procedure as their sole and exclusive remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. The parties further agree that this Agreement does not permit class arbitration, even if the procedures or rules of the American Arbitration Association (or other dispute resolution organization or body) would otherwise permit it. All parties hereby waive any and all rights to trial with or without jury.
    b. At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may mutually agree to utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications that are not prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
    c. If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond, to a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents and requests for admission. Each party is also entitled to take the oral deposition of one (1) individual representing another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) calendar days of the demand for arbitration. The arbitration shall be held in New York County of the State of New York. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The times specified in this section may be changed upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
    d. Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (to include reasonable search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

17. Limitation of Liability. IN NO EVENT SHALL WNI OR ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE TO YOU FOR (A) ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY THIRD PARTY.

18. Limitation of Damages. OUR AGGREGATE LIABILITY TO YOU FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY NON-INSTALLATION, SECURITY BREACH, FAILURE OR DISRUPTION OF SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL TAXES) YOU HAVE PAID TO WNI FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN THESE JURISDICTIONS OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

19. Third Party Beneficiaries. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO WNI'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

20. IP Addresses and Domain Name Registration. Upon expiration, cancellation or termination of this Agreement for any reason, You agree to return to us any IP addresses or address blocks assigned to you by us. If we deem it necessary, You may be required to renumber the IP addresses assigned to you by us.

21. Force Majeure. If the performance of any obligation hereunder is interfered with by reason of any circumstance beyond our reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of any third party, WNI and/or its authorized vendors, contractors and agents shall be excused from such performance to the extent necessary, provided that we shall use reasonable efforts to remove such causes of non-performance.

22. Publicity. Customer shall not use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with WNI or its affiliates, or from which any association with WNI or its affiliates may be inferred or implied, in any manner without the prior written permission of WNI.

23. Choice of Law. Except as otherwise required by law, You and WNI agree that the substantive laws of the State of New York, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 17 OF THIS AGREEMENT, YOU AND WNI CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN NEW YORK COUNTY, NEW YORK FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including New York laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

1. Miscellaneous. The terms and conditions of this Agreement supersede all previous agreements, proposals or representations related to the Service. You may not assign this Agreement without our prior written consent. We may freely assign this Agreement. Any changes to this Agreement, or any additional or different terms in your purchase orders, acknowledgments or other documents, will not be effective unless expressly agreed to in writing by us. Any notices or demands or other communications under the terms of this Agreement or under any statute must be communicated in writing. Notices to us must be made to the attention of the Legal Department and sent to the address* listed below by first class U.S. mail, or nationally recognized overnight express courier. Notices shall be deemed to have been given on receipt if delivered by overnight express courier or three (3) days after delivery to the United States Postal Service if mailed. Notices to You will be sent either to your email address and/or billing address on file with WNI or in the manner set forth in Section 8 (e) above. If any of the terms or conditions in this agreement are properly found to be invalid or unenforceable by a court or government body of competent jurisdiction, the remaining terms or conditions of this agreement shall not be affected by the finding and shall continue to apply as necessary to reflect the original intention of the parties. WNI's failure at any time to enforce any provision of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided shall in no way be construed to be a waiver of such provision, right, remedy or option or in any other way affect the validity of this Agreement. The exercise by WNI of any rights, remedies or options provided in this Agreement or at law or equity shall not preclude or prejudice WNI from exercising thereafter the same or any other rights or remedies or options.

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