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tf: 1.888.232.4226

www.cebic.com

ph: 1.303.987.3679

fx: 1.303.987.2560

CEBIC TECHNOLOGIES, INC. -- TERMS AND CONDITIONS

Cebic Technologies Inc. (A Company) agrees to provide services as defined on the Sales Order Contract (SOC). This Agreement is binding and effective upon signing. The Company may make reasonable modification of the Terms and Conditions and Customer shall be bound by such modifications.

1. DEFINITIONS

- 1.1 Agreement: The SOC and these Terms and Conditions comprise the Agreement between the Customer and the Company.
- 1.2 Authorization Code(s): A code in numbers and/or letters employed by a Customer to gain access to technical support services.
- 1.3 Company: Cebic Technologies Inc. and affiliates or subsidiaries, if any, of Cebic Technologies Inc. that provide Services under the Agreement.
- 1.4 Computer Network Equipment: Computer network equipment that the Company is required to construct and/or acquire in order to provide Service(s) to the Customer.
- 1.5 Customer: The person, firm, corporation or other entity, which orders or uses Services and is responsible for the payment of charges for such Services.
- 1.6 End of Service Date: The End of Service Date is the last day of the minimum written notice of termination period.
- 1.7 Service Term: The service term will be one year from the commencement date unless otherwise stated in the SOC.
- 1.8 Month to month shall mean the Agreement is automatically renewed each month if the Customer pays the required monthly charges and neither the Company nor the Customer notifies the other in writing that the Agreement is being terminated.
- 1.9 Non-Recurring Charges: One-time charges for Services or equipment, including but no limited to, charges for construction, installation or special fees for which the Customer becomes liable at the time the Service Order is executed.
- 1.10 Product Terms & Conditions: Product Terms & Conditions for Services ordered or used by Customer are applicable to Customer.
- 1.11 Recurring Charges: The monthly charges to the Customer for services which continue until the End of Service Date.
- 1.12 Service Commencement Date: The date on which the Company notifies the Customer that the Services are installed or connected and are available for use. The parties may mutually agree on a substitute Service Commencement Date. The duration of Services is calculated from the Service Commencement Date to the End of Service Date.
- 1.13 Sales Order Contract (SOC): The written agreement for Services, including the Terms and Conditions, executed by the Customer and the Company.
- 1.14 Services: The services provided to the Customer by the Company pursuant to the SOC or through the Customer's use of the Company's services.
- 1.15 United States: The 48 contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, as well as the boundary contiguous ocean waters of any of the foregoing to the extent that such waters are subject to the jurisdiction and control of the United States.
- 1.16 User or End User: Any person or entity that obtains or uses the Company's Services, regardless of whether such person or entity is so authorized by the Customer.

2. LIMITATIONS ON SERVICE

- 2.1 Service Offered Subject to Availability: Service is offered on a continuous basis subject to the availability of all necessary equipment. The Company reserves the right to limit or to allocate the use of available equipment, Services or systems when necessary.
- 2.2 Right to Make Service Changes: The Company retains the right to change, increase or decrease from time to time, in its discretion and without liability to Customer, the methods, processes and/or the suppliers by which Company provides Services to Customer, as well as to change, add to or delete Service offerings with appropriate notice to Customer.
- 2.3 Right To Change Product Terms and Conditions: Only Product Terms and Conditions for Services ordered or used by Customer are applicable to Customer. Product Terms and Conditions may be modified from time to time at the Company's discretion. In any case, the changes shall not diminish any service levels committed to Customer at the Service Commencement Date.
- 2.4 Company's Right to Discontinue Service
 - 2.4.1 Discontinuance of Service: The Company reserves the right to immediately discontinue furnishing Services when the manner in which the Customer uses or misuses the Services result, or may result in, service degradation which adversely affects the service to the Customer or other customers of the Company.
 - 2.4.2 Customer Violation of the Agreement or the Law: The Company may immediately discontinue furnishing Services, when the Customer is using the Services or threatens to use the Services in violation of this Agreement, including any violation of the applicable law or regulations.
 - 2.4.3 Unlawful or Unauthorized Use: The Customer shall not use the Services in an unlawful or unauthorized manner. Unlawful and unauthorized use shall include, without limitation, the following: (1) Using the Services to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others; (2) Publishing, posting, uploading, distributing or disseminating any profane, defamatory, obscene, indecent or unlawful information, material or data; (3) Uploading or providing access to files containing images, photographs, software, data or other material protected by intellectual property laws unless you are the owner or licensee of the rights to such materials or have the necessary consent to take such action; (4) Uploading files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another data, computer or property; (5) Falsifying or deleting copyright information, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; (6) Creating a false identity, or using the identity of another, for the purpose of misleading others; (7) Harvesting or collecting information about others, including e-mail addresses; (8) Restricting or inhibiting any other user from using the Services by denial of service attacks or other means; and (9) Downloading any file posted by another user of the Service that you know, or should know, cannot be legally reproduced, displayed or distributed in such manner.
 - 2.4.4 Customer Responsible for Charges: The Customer will be responsible for all charges incurred.

3. DISCLAIMER OF WARRANTY AND LIMITATION OF COMPANY LIABILITY

- 3.1 Disclaimer of Warranties: Company makes no representations or warranties, express, implied or statutory, regarding the Services, system equipment or Company-owned or provided equipment used by the Customer, including any equipment with respect to which title may transfer to Customer (except to the extent set forth in a separate sale or transfer document). This includes without limitation any implied warranties of merchantability, fitness of the service or equipment for a particular purpose and non-infringement of any third party rights. Company specifically disclaims any warranty, for the substance, accuracy or quality of information obtained through its network, an account, or that the service will be error-free. In addition, Company makes no warranty with respect to any software or hardware products used or provided by Company in connection with an account. Any patent, copyright, trademark, trade secret or other intellectual property claims, whether actual or alleged, are the liability of the product's manufacturer. Company assumes no liability for any actions or claims arising from the possession or use of the products. Company intends to disclaim all warranties of every nature to the extent allowed by law.
- 3.2 Limitation of Company Liability for Billing Errors: The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed. Furthermore, no errors shall change or diminish Customer's obligation to pay for Services rendered or used.

4. CUSTOMER'S INDEMNIFICATION OF COMPANY

4.1 Customer's Indemnification of Company: The Company shall be indemnified, defended, and held harmless by the Customer against all claims of loss or damage arising from the use or misuse of Services or related acts or omissions furnished under this the Agreement, including:

4.1.1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via Company Service;

4.1.2. Patent infringement claims arising from combining or connecting Company Service or equipment with apparatus and systems furnished by the Customer or others;

4.1.3. Infringement of any copyright, patent, trade secret or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of Company's Services and facilities in a manner not contemplated by the agreement between the Customer and the Company; and

4.1.4. Incurred in connection with (a) Customer's breach or failure of any representation or warranty contained in the Agreement; including but not limited to any addendums or exhibits to the Agreement; or (b) Customer's traffic being processed through the Company switch/node.

4.1.5. This indemnification shall survive the termination of the Agreement.

5. CUSTOMER'S OBLIGATIONS

5.1 Initiation of Customer's Obligations: The execution of the Agreement by the Customer and acceptance by the Company initiates the respective obligations of the parties. If the Customer uses the Services, but does not execute a SOC, the Customer is deemed to have consented to the terms of the SOC, including the incorporation of the Terms and Conditions.

5.2 Use and Maintenance of Customer-Provided Equipment: If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm or potential harm to Company equipment, network, personnel, or the quality of service to other Customers, the Company may, upon notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, suspend or terminate the Customer's Service without liability or obligation.

5.3 Notice of Claims: Customer shall immediately notify Company of any notices that are served on Customer that might adversely affect Company, including but not limited to notices of any claims or proceedings that involve the Services.

5.4 Notice of Problems: Customer shall promptly notify Company of any errors or problems with the Services of which Customer becomes aware.

5.5 Acceptable Use Policy: Customer agrees to the Company's acceptable use policy which states that the Customer shall not use the Services in an unlawful or unauthorized use as defined in ' 2.4.3 of this Agreement.

6. REGULATORY AND LEGAL COMPLIANCE

6.1 The Parties acknowledge that the respective rights and obligations of each Party are based on laws and regulations existing at the date of execution of the Agreement. In the event of any effective legislative, regulatory or judicial order, rule, regulation, arbitration or resolution or other legal action affecting the provisions of the Agreement, Company may, by providing written notice to Customer, require that the affected provision of the Agreement be renegotiated in good faith. The Agreement shall be amended accordingly to reflect the pricing, terms and conditions of such amendment. In the event the parties fail to reach agreement to amend the Agreement, Cebic Technologies Inc. may terminate the Agreement without liability upon thirty (30) days written notice to Customer.

7. BILLING AND PAYMENT ARRANGEMENTS

7.1 Customer is Responsible for Payment of All Charges, Including Customer Service Misuse: The Customer is responsible for payment of all charges for Services furnished to the Customer. This responsibility is not changed by virtue of use, misuse, or abuse of the Services or Customer provided systems, equipment, facilities, or Services interconnected to the Services, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the Customer's employees or other members of the public. For example, the Customer agrees to pay the Company for all charges billed as a result of any use of the Customer's authorization code(s), whether such use is by Customer or by a third party in connection with a lost, stolen or misappropriated authorization code, or otherwise. It is the Customer's responsibility to inform the Company that an authorization code(s) has been stolen or lost.

7.2 Billing Begins on Service Commencement Date: Monitoring Service is provided and billed on a monthly basis beginning on the Service Commencement Date. Recurring charges will be billed in advance. Non-recurring charges will be itemized separately from the recurring charges at the time services are rendered.

7.3 Billing Terminates at End of Service Date: For the purpose of billing, billing terminates at the End of Service Date.

7.4 Non-recurring Charges: Non-recurring charges are payable upon services rendered.

7.5 Recurring Charges: Recurring charges which are fixed in amount and not dependent on usage are billed in advance.

7.6 Installation and Disconnect Fees: Customer agrees to pay the applicable installation and disconnect fees, if any, as invoiced, or as otherwise agreed by the parties in writing. Prices for Services contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.

7.7 Additional Payment Required for Additional Services: Customer agrees that any additional Services requested or used (including but not limited to an upgrade, relocation or technical support) will incur additional fees and charges, and Customer agrees to pay these fees and charges when invoiced.

7.8 Interest Owed on Past Due Amounts: Disputed charges not paid within 30 days after the receipt of invoice, unless otherwise specified on the invoice, will be past due and subject to 1.5% per month interest fee or the maximum rate permitted by law, whichever is less, on all past-due balances.

7.10 Customer Responsible for Collection Costs: Customer agrees to reimburse Company for any costs incurred as a result of any collection activity, including but not limited to reasonable attorneys fees, unless otherwise prohibited by law.

8. AGREEMENT TERMINATION/DEFAULT AND RENEWAL

8.1 If Customer does not cancel the Agreement before the end of the Term, Company will automatically renew the Agreement for a similar term at the rates on the SOC (unless otherwise stated in the notice) and pursuant to the Terms and Conditions and applicable tariffs. If the Customer chooses to take Services for a minimum term and Customer cancels Service before the end of the Term, Customer shall be subject to early termination charges.

8.2 Customer Default/Termination After Service Commencement Date: Except as otherwise required by law, if, after the Service Commencement Date, Customer: (1) fails to pay any amount required under the Agreement when due and such failure continues for ten (10) days after written notice to Customer that the same is due and payable; (b) fails to comply with any other material provision of the Agreement and such noncompliance continues for thirty (30) days after written notice to Customer thereof; or (c) Customer cancels or terminates Service at any time before completion of the Service Term or any renewal Term, then Company may elect to pursue one or more of the following courses of action, as applicable: (1) terminate Customer's Service, whereupon all nonrecurring and recurring charges for the remaining Term are immediately due and payable, (2) take immediate action appropriate to enforce payment, including suspension or discontinuance of all or any part of the Services, and/or (3) pursue any other remedies as available at law or in equity.

8.3 Customer Default/Termination Before Service Commencement Date: In addition to any other rights and remedies that Company may have, including those set forth in the Agreement, Customer agrees that if Customer cancels, terminates or breaches the Agreement after execution of the Agreement but prior to the Service Commencement Date, except as otherwise specifically permitted in the Agreement Customer shall pay Company an early termination charge of two (2) months of the monthly recurring charges set forth in the Agreement, along with all nonrecurring charges.

8.4 Construction or Acquisition of Computer Network Equipment: In the event Company is required to construct and/or acquire computer network equipment in order to provide Service to Customer, Customer acknowledges and agrees that Company will incur significant costs in provisioning Service to Customer, including costs associated with constructing and/or acquiring the computer network equipment necessary for delivery of Service to Customer. If the Customer cancels, terminates or breaches the Service Order Contract after execution but before the Service Commencement

Date, Customer shall reimburse Company for all costs Company incurs in constructing and/or acquiring such computer network equipment.

8.5 Termination Not an Exclusive Remedy: Any termination of the Services or the Agreement by Company shall not be construed as an exclusive remedy and shall not preclude or waive Company's right to pursue any other available remedies. It is agreed that Company's damages in the event of Service cancellation or termination shall be difficult or impossible to ascertain. The early termination provisions are intended, therefore, to establish liquidated damages in the event of such event.

9. CREDIT HISTORY, SECURITY DEPOSITS AND OTHER FORMS OF PAYMENT ASSURANCE

9.1 Company May Seek Customer Credit History: Customer authorizes Company to request information from a reporting agency to enable Company to assess Customer's credit history. Customer agrees that such action is not the extension of a credit to Customer, and that Company may alter any Service or billing arrangements as a result of information received, upon notice to Customer.

9.2 Applicants or Customers May be Required to Provide a Security Deposit or other Assurances of Payment: Applicants for Service or existing Customers whose financial condition is not acceptable to the Company may be required to provide the Company a security deposit as a condition of service or continued service. The deposit requested may be in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or up to three months actual or estimated monthly recurring charges for Service to be provided. The Company may also request a deposit or financial assurances relating to potential charges assessed by third parties, should Company deem such assurance necessary or advisable. Any applicant or Customer may also be required, at any time, whether before or after the commencement of Service, to provide such other assurances of, or security for, the payment of the Company's charges for Services to be provided as the Company deems necessary including, without limitation, advance payments for Service, third party guarantees of payment, pledges, or other grants of security interest in the Customer's assets, and similar arrangements. The required deposit or other security may be increased or decreased by the Company as it deems appropriate in light of changing conditions. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. Simple interest at the rate of three percent (3%) annually will be paid for the period during which the deposit is held by the Company, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the Company Service in question is provided or such lesser amount as is required by law. At the Company's option, such deposit may be refunded to the Customer's account at any time. The Company also reserves the right to cease accepting and processing service orders after it has requested a security deposit or other assurance of payment and prior to the Customer's compliance with this request.

10. BILLING DISPUTES

10.1 Customer Must Dispute Bills Within 30 Days of Invoice: If a Customer does not give the Company written notice of a billing dispute within thirty

(30) days from the date the invoice was rendered, such invoice shall be deemed to be correct and binding. In the event Customer disputes any billing by Company, Customer shall notify Company in writing, providing the billing identification, any trouble ticket number and an explanation for the dispute, and shall nevertheless pay eighty percent (80%) of the disputed invoiced charges and all undisputed charges in this manner within the thirty (30) day period specified above. Company will investigate the dispute and attempt to resolve the billing issues within fifteen (15) days. Payment shall not prejudice Customer's right to dispute charges, so long as they are disputed in the manner and within the time specified in the Section. The Parties will cooperate in good faith to resolve any such disputes within a sixty (60) day period after the dispute is submitted to Company. If the dispute is not resolved during this period, then either Party may seek alternate dispute resolution in accordance with the Dispute Resolution process set forth herein.

10.2 The Date of the Dispute: The date of the dispute shall be the date Company receives sufficient documentation to enable it to investigate the dispute.

10.3 The Date of Dispute Resolution: The date of the resolution is the date Company complete its investigation and notifies Customer of the disposition of the dispute.

11. DISPUTE RESOLUTION PROCESS

11.1 Dispute Resolution Process: Except for action seeking a temporary restraining order or injunction, or suit to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this section with respect to any controversy or claim arising out of or relating to the Agreement or its breach. For a period of thirty (30) days after notice from either Party, the Parties shall attempt in good faith to resolve the dispute by direct negotiation of non-lawyer representatives of the Parties. If the Parties do not resolve the dispute within the thirty (30) day period, either Party may submit the matter to mediation with a professional mediation service selected by the Parties. If the Parties do not resolve the dispute through mediation within an additional thirty (30) day period, either Party may submit the dispute to binding arbitration with a professional arbitration service selected by the Parties. If the Parties do not otherwise agree on a mediation or arbitration service, such services, shall be provided pursuant to the rules of the American Arbitration Association for Commercial Arbitration. The costs of mediation and arbitration, including the fees and expenses of the mediator and arbitrator, shall be paid equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The Parties agree that Jefferson County, Colorado shall be the location for any mediation or any arbitration hearing. The Parties agree that the arbitrator shall have no power or authority to make any award of punitive or exemplary damages. The arbitrator's decision shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction.

12. CANCELLATION FOR CAUSE BY THE COMPANY

12.1 Company's General Right to Discontinue Service(s): The Company may discontinue the furnishing of any and/or all Service(s) to a Customer, without incurring any liability, immediately and without notice if the Company deems, in its sole discretion, that such action is necessary to prevent or protect against fraud, tricks, tampering, schemes, false or invalid numbers, false credit devices or to otherwise protect its personnel, agents, facilities or services or to protect against actual or potential adverse financial effect.

12.2 Customer's Refusal to Furnish Information: The Company may discontinue the furnishing of any and/or all Service(s) to a Customer, without incurring any liability, immediately and without notice if Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of Company's Services, the jurisdictional nature of the characteristics of the Services or its planned use of Service(s).

12.3 Customer Refuses to Provide Payment Security: The Company may discontinue the furnishing of any and/or all Service(s) to a Customer, without incurring any liability, immediately and without notice if Customer states that it will not comply with a request by the Company for security for the payment for Service(s) or will not pay any amounts owing.

12.4 Customer Insolvency: The Company may discontinue the furnishing of any and/or all Service(s) to a Customer, without incurring any liability, immediately and without notice if Customer becomes insolvent, assigns for the benefits of creditors, files for bankruptcy or reorganization, fails to discharge an involuntary petition within the time permitted by law, or abandons Service.

12.5 Condemnation of Facilities: Upon notice, Company may discontinue or suspend Service to Customer upon condemnation of any material portion of the facilities used by Company to provide Service to Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.

12.6 Customer Obligated to Pay: The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges past or now due and owing for Service(s) furnished up to the time of discontinuance. In the event the Company cancels the Customer's Service for cause, and the Customer is committed to a term or other plan for which charges apply, the Customer will be obligated to pay as though it had terminated Service early for its own convenience.

13. INSPECTION, TESTING AND ADJUSTING

13.1 Inspection: The Company may, upon reasonable notice, make such tests and inspections, as may be necessary to determine that the requirements of the Agreement are being complied with in the installation, operation, or maintenance of the Customer's Service. The Company may interrupt the Service at any time, without penalty to the Company, because of departure from any of these requirements. No credit will be allowed for any interruptions occurring during such inspection.

13.2 Testing and Adjusting: Upon reasonable notice, the Service provided by the Company for such tests and adjustments as the Company deems necessary to maintain the Service in satisfactory condition.

14. SYSTEMS SECURITY

14.1 Customer's Use of Company's Systems: Where Customers are permitted access to the Company's computer systems and data for the purpose of managing and maintaining their Services, they will comply with the following:

14.1.1 Customers may access the Company's systems only to the extent required to administer and manage the Customer's systems. Access to information beyond that authorized may result in civil and/or criminal penalties.

14.1.2 Customers may not disclose or use information which may be learned as a consequence of access to Company systems except as may be directly required to ensure the proper operations of the Customer's systems. Customers must take all reasonable precautions to prevent any other person or entity that does not have a need to know from acquiring such information.

14.1.3 Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, Company documentation, any related material or any other confidential material except to those who have a need to know incident to the use of Services. All documentation shall remain the property of the Company and may not be copied, reproduced, or otherwise disseminated without the prior written permission of the Company.

14.1.4 Customers shall take all responsible precautions to maintain the confidentiality of all Company documents. Such precautions shall include the use of passwords selected by and known only to the Customer's individual authorized users. Customer shall follow normal logoff procedures prior to leaving a terminal unattended. Customer should report any known or suspected attempt by others to gain unauthorized access.

14.2 Security Access Devices: In the event that a security access device assigned to a Customer for network access is lost, stolen, or misplaced, the Customer must notify the Company immediately.

14.3 Security of Passwords and Authorization Codes: Certain service offerings by Company may require the use of passwords for access. For these Services, a user ID and password will be selected for each user. Customer agrees that the security of all user ID and password information is extremely important, that it is necessary to access these systems, should be kept strictly confidential and that its accidental or unauthorized disclosure may have serious consequences. By enrolling for and using these Services, Customer accepts sole responsibility for the security of this information, Company shall have no liability for the consequences of Customer's failure to maintain the security of its user information, or the risks associated with using these Services.

15. ALLOWANCE FOR INTERRUPTIONS

15.1 No credit shall be allowed for interruptions.

16. SPECIAL CONSTRUCTION

16.1 Special Construction Arrangements: Subject to the arrangements of the Company and to all of the regulations contained herein, special construction of computer network equipment may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken: (a) where Company computer network equipment is not presently available, and Company agrees to construct that computer network equipment; (1) of a type other than that which the Company would normally utilize in the furnishing of its services; (2) over a route other than that which the Company would normally utilize in the furnishing of its services; (3) in a quantity greater than that which the Company would normally construct; (4) on an expedited basis; (5) on a temporary basis until permanent computer network equipment is available; (6) involving abnormal costs; or (7) in advance of its normal construction.

17. NON-ROUTINE INSTALLATION/MAINTENANCE

17.1 Non-routine Installation/Maintenance: At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours. In such cases, charges based on the cost of actual labor, material or other costs incurred by or charged to the Company will apply. If installation extends beyond regular business hours, additional charges may apply. If hazardous conditions are involved, Company may perform such Services for additional charges, but at Company's sole discretion. Customer will be liable for non-routine installation/maintenance charges for technicians time when Customer reports a suspected failure of Company equipment and dispatched Company personnel determine that the trouble was not caused by Company facilities or equipment, or if Customer issues a trouble report and Company personnel are denied access to the Customer premises.

18. NETWORK ACCESSABILITY

18.1 Company will have access to Customer's network in order to service and maintain customer's network and computer infrastructure. Monitoring services provided are designed to be an early warning system and do not protect customers network infrastructure from hackers, malicious attacks of any kind, hardware or software failure, network interruption, backup failure, human error and more. Company does not guarantee detection of all malicious attempts and attacks against the network infrastructure and is not liable for any harm caused to the network and computer infrastructure by a third party. Company will make recommendations to increase security to the network infrastructure and Customer agrees to acknowledge the recommendations and make the best effort to increase the security for the network by implementing precautions.

19. CUSTOMER PROPRIETARY NETWORK INFORMATION

19.1 Customer Proprietary Network Information: To inform Customer of other Company-affiliated products and services that may interest Customer, the Company may wish to access information related to the Customer's account(s), particularly information known as Customer Proprietary Network Information (CPNI). Information constituting CPNI includes the kind of services the Customer subscribes to, how the Customer uses those services and how the services are billed. Federal law restricts the use of CPNI for purposes other than providing service, without the Customer's approval.

19.2 Approval of Use of CPNI by Company: Until the Customer contacts the Company and tells the Company that it does not want the Company to access and use the Customer's CPNI, the Company will understand that the Customer has approved of its internal use of the Customer's CPNI for purposes reasonably related to its offering or provisioning of other products and services to the Customer. If Customer wishes to have its CPNI restricted Customer must contact Company at 888-232-4226. Customer may request that Company restrict its use of Customer information, and the restriction will remain in effect until Customer notifies Company to lift the restriction.

20. ASSIGNABILITY

20.1 Assignment: Customer may not assign the Agreement without the prior written consent of the Company. Any such assignment without Company's prior written consent shall be void.

21. NOTICE TO COMPANY

21.1 Notice to Company: Notices under the Agreement from Customer to the Company shall be in writing and delivered by certified mail, return receipt requested, to the persons whose names and business addresses appear below and such notice shall be effective on the date of receipt or refusal thereof by the Company: Cebic Technologies Inc., 3225 S. Wadsworth Blvd., Suite B, Lakewood, CO 80227.

22. MISCELLANEOUS

22.1 Neither Party the Legal Representative of the Other: The agreement does not render either Party the agent or legal representative of the other Party and does not create a partnership or joint venture between Customer and Company. Neither Party shall have any authority to agree for or bind the other Party in any manner whatsoever. The Agreement confers no rights of any kind upon any third party.

22.2 Severability: If any part of any provision of the Agreement or any other agreement, document or writing given pursuant to or in connection with the Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of the Agreement.

22.3 Choice of Law and Venue: The Agreement is made pursuant to and shall be construed and enforced in accordance with the substantive law of the State of Colorado without reference to its principles of conflicts of laws, and Customer consents to the jurisdiction and venue of the Federal District Court for the State of Colorado or the State Courts in Jefferson County, Colorado.

22.4 Non-exclusive: The Agreement is non-exclusive. Nothing in the Agreement shall prevent Customer or Company from entering into similar arrangements with, or otherwise providing services to, any other person or entity.

22.5 Publicity: Customer and Company may issue a news release, public announcement, advertisement or other form of publicity concerning the existence of the Agreement or the supplies or Services to be provided hereunder without obtaining the prior written approval of Company or Customer.

22.6 Survivability: The terms and provisions contained in the Agreement that by their sense and context are intended to survive the performance thereof by the Parties shall survive the completion of performance and termination of the Agreement, including, without limitation, the making of any and all payments hereunder.