

Competitive Local Exchange Carrier (CLEC) Data Request
(Due by July 31, 2003)

REDACTED

undocketed

Legal company name: Interactive Services Network, Inc.

D/B/A: _____

Stock Symbol (if publicly traded): _____

FPSC company code (e.g., TX000): TX364

Contact name & title: Jonathan Lieberman, President

Telephone number: 305-573-5300

E-mail address: jlieberman@isncom.com

- 1 Please complete CLEC Table-1, "Access Line Data (VGE basis)."
N/A - service provided via resale and UNE's
- 2 Please complete CLEC Table-2, "Facilities-Based Access Line Counts (not VGEs)."
N/A - service provided via resale and UNE's
- 3 Please complete CLEC Table-3, "Physical/Virtual Collocation Data."
N/A - service provided via resale and UNE's
- 4 Please complete CLEC Table-4, "Switch Data (VGE Basis)."
N/A - service provided via resale and UNE's
- 5 Please indicate the total number of lines over which you or an affiliate are providing broadband service in Florida, indicating the type of broadband service available.
60 Lines
- 6 Are you offering or providing Voice over Internet Protocol (VoIP) services in Florida? If so, please list the respective exchanges, wire centers and price(s). Is the service local, long distance, or both?
No
- 7 Do you actively market your local services to Florida residential customers? Yes
 - (a) If not, please explain why.

 - (b) If so, in what geographic areas ?
[REDACTED]
 - (c) If so, what types of marketing do you use? Please check all that are applicable.
 - Newspaper
 - Radio
 - TV
 - Direct Mail
 - Telemarketing
 - Email
 - Website
 - Other (please specify)
 - (d.) If available, please provide marketing brochures or comparable materials.

8 Please describe your long-term (5 years) business strategy, including whether you intend to change your method of provisioning (e.g., from resale/mixed to all UNEs to facilities-based).

[REDACTED]

9 During the last 12 months have you expanded your service offerings in Florida? If so, please list the new offerings, if they are residence or business (or both), their prices and the exchanges where you have offered the services.

Yes. Residential and Business. DSL See attached.

10 Please list your primary line of business (for example, entertainment, cable television, private line/special access service, interexchange service, local service, cellular service, paging service, electric service, municipality, etc.)

Local and Long Distance

11 If your company provides pre-paid local telephone service, please indicate whether this is the only service you currently provide in Florida. Also, provide an estimate as to the number of access lines served which constitute pre-paid local service.

No.

12 Please provide information on any package plans offered and include:

(a.) Which services are offered (e.g., cable television, local telephone service, long distance, broadband service)

Local, Long Distance and DSL services. Attached list with plans.

(b.) Where such packages are being offered (exchanges or cities)

[REDACTED]

(c.) Whether they are provided through your company itself, an affiliate, or a business partner

Attached price list

(d.) Examples of plan pricing or price ranges

Attached list

(e.) Terms and conditions (for example, is subscribing to both local telephone and long distance a condition of providing service?)

Terms and Conditions attached.

13 Have you experienced any significant barriers in entering Florida's local exchange markets? Please list and describe any major obstacles or barriers encountered that you believe may be impeding the growth of local competition in the state, along with any suggestions as to how to remove such obstacles.

The major obstacles we've experienced have been presented by BellSouth in relation to customers that have broadband DSL and want to use us for voice. Currently, BellSouth does not permit us to provision customers through UNE-P if they have DSL on that line. This is an overbearing restriction that really doesn't make any sense.

14 Have you experienced any difficulties involving any agreements you may have with incumbent LECs? If so, please describe any significant problems encountered.

No.

- 15 Please provide any additional comments or information you believe will assist staff in evaluating and reporting on the development of local exchange competition in Florida. This information may include comments on alternative methods to evaluate the level of competition in Florida (e.g., use of the E911 databases, etc.) as well as comments or information on intermodal local competition (e.g., wireless, cable telephony).

The most important measure the Florida PSC can take is to maintain the UNE-P platform because it's working. In addition, BellSouth should be required to provide CLEC's with "Cost Based" rates up to the DS-1 level in all zones. Currently they can charge "Market based" rates in Zone 1 where the customer has more than 3 lines. This makes it almost impossible to compete since almost all businesses, including small and medium sized ones, have at least 4 lines.

- 16 For the year ending December 31, 2002, please identify your total revenue from local service, broken out by business and residence. Residence \$1,842,390.45 Business \$1,155,718.00
- 17 As of December 31, 2002, how much money (in thousands of dollars) have you invested in your network serving Florida customers? ████████████████████
- 18 Has your company filed either Chapter 7 or Chapter 11 bankruptcy in the past? Are you currently operating under Chapter 7 or Chapter 11 protection? If so, please provide relevant dates and details about the filing, including which chapter. N/A
- 19 If your company filed a Form 477 with the Federal Communications Commission in March 2003, please enclose a copy of the completed form with your response to this data request. (NOTE: This form only applies to CLECs with a minimum of 10,000 access lines.) N/A
- 20 If your company is publicly traded, please provide a copy of your (or your parent company's) most recent annual report to stockholders, and Form 10-K. N/A



| RESIDENTIAL | BUSINESS SOLUTION 1 | BUSINESS SOLUTION 2 | BUSINESS SOLUTION 3 | BUSINESS SOLUTION 4 |
|-------------|---------------------|---------------------|---------------------|---------------------|
|-------------|---------------------|---------------------|---------------------|---------------------|

| |
|-------------------------------|
| ACTIVATION FEE - \$50 VALUE |
| MODEM - \$99 VALUE |
| SELF KIT INSTALLATION - \$35 |
| PROFESSIONAL INSTALLATION |
| S&H |
| COMMITMENT |
| DIAL UP BACK UP |
| STATIC IP |
| DOMAIN NAME SERVICE |
| MAIL BOXES |
| PERSONAL WEB PAGE SPACE |
| WEB HOSTING |
| DELEGATED MAIL ADMINISTRATION |
| APPLICATIONS |

| | | | | |
|---|---|---|---|---|
| FREE | FREE | FREE | FREE | FREE |
| FREE | FREE | FREE | FREE | FREE |
| FREE | FREE | FREE | FREE | FREE |
| 99.95 | 199.00 | 199.00 | 199.00 | 199.00 |
| 14.95 | 14.95 | 14.95 | 14.95 | 14.95 |
| 1 YEAR | 1 YEAR | 1 YEAR | 1 YEAR | 1 YEAR |
| YES | YES | YES | YES | YES |
| NO | NO | YES | YES | YES |
| NO | NO | NO | YES | YES |
| 5 | 5 | 5 | 10 | 20 |
| 10 MB | 10 MB | 10 MB | 20 MB | 40 MB |
| NO | NO | YES | YES | YES |
| NO | NO | YES | YES | YES |
| Provides high-speed Internet access for faster e-mail and Web surfing | Provides high-speed Internet access for faster e-mail and Web surfing | Increase visibility by providing your business with a fixed address on the Internet | Increase visibility by providing your business with a fixed address on the Internet | Increase visibility by providing your business with a fixed address on the Internet |

| |
|--|
| MONTHLY PRICES (WITHOUT LOCAL SERVICE) |
| AUTODEBIT REQUIRED (CC or CHECKING) |

| | | | | |
|-------|-------|-------|--------|--------|
| 49.95 | 79.95 | 99.95 | 119.95 | 139.95 |
| YES | YES | YES | YES | YES |

ISN RESIDENTIAL PACKAGES

| | |
|---------------------------------|-------|
| DSL WITH LOCAL COMPLETE FEATURE | 44.95 |
|---------------------------------|-------|

ISN BUSINESS COMPLETE FEATURE

| | | | | |
|-------------------|-------|-------|--------|--------|
| 4 lines or less | 74.95 | 94.95 | 114.95 | 134.95 |
| More than 4 lines | 69.95 | 89.95 | 109.95 | 129.95 |

OTHER SERVICES

| | |
|---------------------------------------|-------|
| More emails accounts, each one | 2.95 |
| Static IP address | 19.95 |
| Domain Name Service | 19.95 |
| Additional Web Space, additional 10MG | 19.95 |

NOTES

1. TAKES 7 UP TO 10 DAY TO PROVISIONING THE LINE
2. NOT ALL THE LINES QUALIFY TO SET UP DSL
3. DSL SERVICES ONLY REQUIRED AUTODEBIT OR CHECKING
4. CREDIT RESTRICTION APPLY

Local Business Pricing

| ISN Business Local Comparative Pricing | BellSouth Tariff | ISN 20% Discount | Monthly Savings | Annual Savings | ISN Prices for DSL Lines |
|--|---------------------|---------------------|--------------------|-------------------|--------------------------------|
| Local Exchange Service: | | | | | |
| Flat Rate | | | | | |
| Flat Rate | \$ 29.55 | \$ 23.64 | \$ 5.91 | \$ 70.92 | \$ 26.60 |
| Multi-Line Business Rate | | | | | |
| Multi-Line Flat Rate | \$ 36.95 | \$ 29.56 | \$ 7.39 | \$ 88.68 | \$ 33.26 |
| ISN Complete Feature (BS Complete Choice) | | | | | |
| Per Line | \$ 57.00 | \$ 45.60 | \$ 11.40 | \$ 136.80 | \$ 51.30 |
| Per Two-Line Plan package | \$ 103.00 | \$ 82.40 | \$ 20.60 | \$ 247.20 | \$ 92.70 |
| Per Three-Line Plan package | \$ 153.00 | \$ 122.40 | \$ 30.60 | \$ 367.20 | \$ 137.70 |
| Each 4-line package | \$ 190.00 | \$ 152.00 | \$ 38.00 | \$ 456.00 | \$ 171.00 |
| Each 5-line package | \$ 224.00 | \$ 179.20 | \$ 44.80 | \$ 537.60 | \$ 201.60 |
| Each 6-line package | \$ 259.00 | \$ 207.20 | \$ 51.80 | \$ 621.60 | \$ 233.10 |
| Each 7-line package | \$ 294.00 | \$ 235.20 | \$ 58.80 | \$ 705.60 | \$ 264.60 |
| Each 8-line package | \$ 329.00 | \$ 263.20 | \$ 65.80 | \$ 789.60 | \$ 296.10 |
| Each 9-line package | \$ 364.00 | \$ 291.20 | \$ 72.80 | \$ 873.60 | \$ 327.60 |
| ISN Special Offers | | | | | |
| Value for Business (Free Area Plus or Intralata) | \$ 36.95 | \$ 29.56 | \$ 7.39 | | |
| FREE Additional Connection Fee | \$ 87.00 | \$ - | \$ 87.00 | \$ 144.00 | |
| FEATURES (non-packages)*: | | | | | |
| Hunting (Flat Rate per line or PBX Trunk) | \$ 10.00 | \$ 8.00 | \$ 2.00 | \$ 24.00 | |
| Call Forwarding Variable | \$ 6.00 | \$ 4.80 | \$ 1.20 | \$ 14.40 | |
| Three-way calling | \$ 5.50 | \$ 4.40 | \$ 1.10 | \$ 13.20 | |
| Call Waiting | \$ 7.00 | \$ 5.60 | \$ 1.40 | \$ 16.80 | |
| Speed Calling - 8 or 30 code, per line | \$ 5.00 | \$ 4.00 | \$ 1.00 | \$ 12.00 | |
| Speed Calling - 8 or 30 code, per trunk | \$ 3.00 | \$ 2.40 | \$ 0.60 | \$ 7.20 | |
| Speed Calling - 30 code, per line | \$ 5.50 | \$ 4.40 | \$ 1.10 | \$ 13.20 | |
| Speed Calling - 30 code, per trunk | \$ 5.00 | \$ 4.00 | \$ 1.00 | \$ 12.00 | |
| Call Forwarding Busy Line/Don't Ans./Multipath | \$ 4.75 | \$ 3.80 | \$ 0.95 | \$ 11.40 | |
| Customer Control - CF Busy Line | \$ 8.00 | \$ 6.40 | \$ 1.60 | \$ 19.20 | |
| Customer Control - CF Don't Answer | \$ 8.00 | \$ 6.40 | \$ 1.60 | \$ 19.20 | |
| Remote Access - Call Forwarding Variable | \$ 10.00 | \$ 8.00 | \$ 2.00 | \$ 24.00 | |
| Call Forwarding Don't Ans. - Ring Control | \$ 4.75 | \$ 3.80 | \$ 0.95 | \$ 11.40 | |
| Three Way Calling with Transfer | \$ 7.00 | \$ 5.60 | \$ 1.40 | \$ 16.80 | |
| Distinctive Ring (RingMaster I (R) Service) | \$ 10.00 | \$ 8.00 | \$ 2.00 | \$ 24.00 | |
| Distinctive Ring (RingMaster II (R) Service) | \$ 12.00 | \$ 9.60 | \$ 2.40 | \$ 28.80 | |
| CLASS (TouchStar (R) Service): | | | | | |
| Call Return | \$ 6.50 | \$ 5.20 | \$ 1.30 | \$ 15.60 | |
| Repeat Dialing | \$ 6.00 | \$ 4.80 | \$ 1.20 | \$ 14.40 | |
| Call Selector | \$ 5.50 | \$ 4.40 | \$ 1.10 | \$ 13.20 | |
| Preferred Call Forwarding | \$ 6.00 | \$ 4.80 | \$ 1.20 | \$ 14.40 | |
| Call Block | \$ 5.50 | \$ 4.40 | \$ 1.10 | \$ 13.20 | |
| Call Trace | \$ 7.00 | \$ 5.60 | \$ 1.40 | \$ 16.80 | |
| Caller ID - Basic or Deluxe | \$ 11.00 | \$ 8.80 | \$ 2.20 | \$ 26.40 | |
| Anonymous Call Rejection | \$ 4.00 | \$ 3.20 | \$ 0.80 | \$ 9.60 | |
| Enhanced Caller ID w/ ACR | \$ 17.00 | \$ 13.60 | \$ 3.40 | \$ 40.80 | |
| Enhanced Caller ID w/ Call Management | \$ 18.00 | \$ 14.40 | \$ 3.60 | \$ 43.20 | |
| Enhanced Caller ID Call Management w/ ACR and CFDA | \$ 18.00 | \$ 14.40 | \$ 3.60 | \$ 43.20 | |
| Memory Call Voicemail | \$ 12.95 | \$ 12.95 | | | |
| Inside Wire Maintenance | \$ 5.00 | \$ 4.00 | \$ 1.00 | \$ 12.00 | |

Important Notes:

1. Monthly service charges such as Network Access, USF, Local Number Portability (LNP), PIC Change Charge, Directory Assistance, Manhole, Telecom Relay Service are not discounted
2. Memory Call Voicemail is not discounted because it's a non-regulated service
3. DSL lines that are in a hunting/rollover group cannot be provisioned. Special instructions are required to provision these customers
4. DSL lines with Complete Feature are discounted 10% from BellSouth tariffs

Local Residential Pricing

| ISN Residential Local Pricing | BellSouth Tariff | ISN 20% Discount | Monthly Savings | Annual Savings | ISN Prices for DSL Lines |
|---|---------------------|---------------------|--------------------|-------------------|--------------------------------|
| Local Exchange Service: | | | | | |
| Flat Rate | | | | | |
| Residential Flat Rate (Just for additional) | \$ 11.00 | \$ 11.00 | \$- | \$- | \$ 11.00 |
| ISN Complete Feature (Complete Choice) | | | | | |
| Per Line | \$ 30.00 | \$ 23.95 | \$ 6.05 | \$ 72.60 | \$ 27.00 |
| Per Two-Line Plan package | \$ 58.50 | \$ 46.80 | \$ 11.70 | \$ 140.40 | \$ 52.65 |
| Per Three-Line Plan package | \$ 87.00 | \$ 69.60 | \$ 17.40 | \$ 208.80 | \$ 78.30 |
| ISN Special Offers | | | | | |
| Basic Service Package | \$ 25.00 | \$ 19.95 | \$ 5.05 | \$ 60.60 | |
| Total USA Package | \$ 49.99 | \$ 47.95 | \$ 2.04 | \$ 24.48 | |
| FEATURES (non-packages): | | | | | |
| Call Forwarding Variable | \$ 4.00 | \$ 3.20 | \$ 0.80 | \$ 9.60 | |
| Three-way calling | \$ 5.00 | \$ 4.00 | \$ 1.00 | \$ 12.00 | |
| Call Waiting | \$ 5.50 | \$ 4.40 | \$ 1.10 | \$ 13.20 | |
| Speed Calling - 8 or 30 code, per line | \$ 4.00 | \$ 3.20 | \$ 0.80 | \$ 9.60 | |
| Speed Calling - 30 code, per line | \$ 4.50 | \$ 3.60 | \$ 0.90 | \$ 10.80 | |
| Call Forwarding Busy Line/Don't Answer | \$ 1.00 | \$ 0.80 | \$ 0.20 | \$ 2.40 | |
| Customer Control - CF Busy Line | \$ 3.00 | \$ 2.40 | \$ 0.60 | \$ 7.20 | |
| Customer Control - CF Don't Answer | \$ 3.00 | \$ 2.40 | \$ 0.60 | \$ 7.20 | |
| Remote Access - Call Forwarding Variable | \$ 6.00 | \$ 4.80 | \$ 1.20 | \$ 14.40 | |
| Call Forwarding Don't Ans. - Ring Control | \$ 1.00 | \$ 0.80 | \$ 0.20 | \$ 2.40 | |
| Three Way Calling with Transfer | \$ 4.95 | \$ 3.96 | \$ 0.99 | \$ 11.88 | |
| Distinctive Ring (RingMaster I (R) Service) | \$ 4.00 | \$ 3.20 | \$ 0.80 | \$ 9.60 | |
| Distinctive Ring (RingMaster II (R) Service) | \$ 6.00 | \$ 4.80 | \$ 1.20 | \$ 14.40 | |
| CLASS (TouchStar (R) Service): | | | | | |
| Call Return | \$ 5.00 | \$ 4.00 | \$ 1.00 | \$ 12.00 | |
| Repeat Dialing | \$ 4.00 | \$ 3.20 | \$ 0.80 | \$ 9.60 | |
| Call Selector | \$ 4.00 | \$ 3.20 | \$ 0.80 | \$ 9.60 | |
| Preferred Call Forwarding | \$ 4.00 | \$ 3.20 | \$ 0.80 | \$ 9.60 | |
| Call Block | \$ 4.00 | \$ 3.20 | \$ 0.80 | \$ 9.60 | |
| Call Trace | \$ 4.00 | \$ 3.20 | \$ 0.80 | \$ 9.60 | |
| Caller ID - Basic | \$ 7.00 | \$ 5.60 | \$ 1.40 | \$ 16.80 | |
| Caller ID - Deluxe | \$ 7.95 | \$ 6.36 | \$ 1.59 | \$ 19.08 | |
| Anonymous Call Rejection | \$ 3.00 | \$ 2.40 | \$ 0.60 | \$ 7.20 | |
| Memory Call Voicemail | \$ 5.95 | \$ 5.95 | | | |
| Area Plus | \$ 32.00 | \$ 25.60 | \$ 6.40 | \$ 76.80 | |
| IntraLata Extended Area Calling/Per Call | \$ 0.25 | \$ 0.20 | \$ 0.05 | \$ 0.60 | |
| Inside Wire Maintenance | \$ 4.75 | \$ 3.80 | \$ 0.95 | \$ 11.40 | |

IMPORTANT NOTES:

1. Monthly service charges such as Network Access, USF, Local Number Portability (LNP), PIC Change Charge, Directory Assistance, Manhole, Telecom Relay Service are not discounted
2. Memory Call Voicemail is not discounted because it's a non-regulated service
3. Basic line prices are not discounted
4. DSL lines with Complete Feature are discounted 10% from BellSouth tariffs

Local Service Charges and Fees

FIXED MONTHLY RECURRING FEES

| Nature of Fee/Charge | Amount Per Line | |
|--|-----------------|----------|
| | Residential | Business |
| Federal Universal Service Charge | \$ 0.49 | \$ 0.53 |
| FCC Local Number Portability Line Charge | \$ 0.35 | \$ 0.35 |
| Emergency 911 Charge | \$ 0.50 | \$ 0.50 |
| FCC Charge for Network Access | \$ 6.00 | \$ 7.84 |
| FCC Charge for Network Access (Add'l Line) | \$ 7.00 | \$ 7.84 |
| Telecommunications Access System Act Surcharge | \$ 0.08 | \$ 0.08 |
| Manhole Ordinance | \$ 0.11 | \$ 0.11 |

CONNECTION & INSTALLATION FEES

| Residential | | |
|---|----------|---|
| Description | Price | Comments |
| Installation of new Jack | \$ 75.00 | Price per jack installed, Billed 6 months or a 1 time charge. |
| New Connection fee (<i>Residential</i>) | \$ 40.00 | Billed over 6 months or a 1 time charge |
| New Connection fee for additional line | \$ 12.00 | Charged only if done with another order for new service. |
| Non-Published Listing | \$ 1.15 | Additional monthly charge (optional service) |
| Reconnection Fee | \$ 18.00 | 1 time charge for Denied services for non payment on acct. |
| Rewire Fee | \$ 45.00 | Billed over 6 months or a 1 time charge |
| Telephone Number Change Charge | \$ 23.00 | Billed 1 time charge per number change at same location. |
| Business | | |
| Description | Price | Comments |
| Installation of new Jack | \$ 75.00 | Price per jack installed, Billed 6 months or a 1 time charge. |
| New Connection fee (<i>Business</i>) | \$ 56.00 | Billed over 6 months or a 1 time charge |
| New Connection fee for additional line | \$ 12.00 | Charged only if done with another order for new service. |
| Non-Published Listing | \$ 1.15 | Additional monthly charge (optional service) |
| Reconnection Fee | \$ 18.00 | 1 time charge for Denied services for non payment on acct. |
| Rewire Fee | \$ 45.00 | Billed over 6 months or a 1 time charge |
| Telephone Number Change Charge | \$ 23.00 | Billed 1 time charge per number change at same location. |

Long Distance Taxes and Fees *

FIXED MONTHLY RECURRING FEES

| Nature of Fee/Charge | Amount or Percentage | |
|--|----------------------|---|
| | Residential | Business |
| Universal Service Fund Fee (Tax) ** | 9.10% | 9.10% |
| Pre-Subscribed Interexchange Carrier Charge (PICC) | No Charge | No charge for single line, \$4.31 per multi-line. |
| Federal Excise Tax ** | 3.00% | 3.00% |
| Florida Gross Receipt Tax ** | 2.37% | 2.37% |
| Florida State Sales Tax (<i>Business only</i>)** | No Charge | 6.80% |
| Local Municipal Tax ** | 7.12% | 7.12% |

* The following fees are mandated by the Federal Communications Commission (FCC). These charges apply to all persons and businesses using telephone services in the United States

** All taxes are applied to the total usage of Long distance calls.



4770 BISCAYNE BOULEVARD, SUITE 880, MIAMI, FLORIDA 33137
 VOICE: (305-573-5300) / (800) 401-7784 EXT.138
 FAX: (786) 924-6122 / (800) 243-0551

| SUBSCRIBER AGREEMENT | | | |
|----------------------|----------|------------|----------|
| ACCOUNT # | | | |
| AGENT NAME | SALES ID | MANAGER ID | GROUP ID |
| | | | |

| ACCOUNTHOLDER INFORMATION | | | | LINES TO BE SERVICED | | |
|---|-----------------|--------------------------|-----|----------------------------------|----------------------------------|-------------------------------------|
| ACCOUNT HOLDER | | | | AREA CODE | PHONE NUMBER | LINE IND* |
| CONTACT NAME | | | | () | | |
| STREET ADDRESS | | | | () | | |
| CITY | | STATE | ZIP | () | | |
| E-MAIL | | | | () | | |
| CONTACT PHONE NUMBER | | | | () | | |
| FAX NUMBER | DATE OF BIRTH * | SOCIAL SECURITY NUMBER * | | () | | |
| FEDERAL ID | | | | () | | |
| TYPE OF BUSINESS | | YEARS IN BUSINESS | | () | | |
| BANK NAME | | ACCT # | | () | | |
| BANK CONTACT NAME | | | | () | | |
| * REQUIRED INFORMATION PLEASE - ATTACH A COPY OF YOUR LAST TELEPHONE BILL | | | | LINE INDICATOR* | BTN: BILLING TELEPHONE NUMBER | |
| SERVICE LOCATION (IF DIFFERENT FROM ABOVE) | | | | W: WIRELESS | WTN: WORKING TELEPHONE NUMBER | |
| STREET ADDRESS | | | | CUSTOMER LANGUAGE PREFERENCE | | |
| CITY | | STATE | ZIP | <input type="checkbox"/> ENGLISH | <input type="checkbox"/> SPANISH | <input type="checkbox"/> PORTUGUESE |

| FEATURES AND SERVICE | | | |
|--|---|--|--|
| LOCAL SERVICE <input type="checkbox"/> | LONG DISTANCE <input type="checkbox"/> | TOLL FREE SERVICE <input type="checkbox"/> | ADD'L SERVICES |
| CURRENT LOCAL _____ <input type="checkbox"/> CONVERSION <input type="checkbox"/> NEW | RATE _____ <input type="checkbox"/> INTRALATA <input type="checkbox"/> BELL <input type="checkbox"/> ISN <input type="checkbox"/> OTHER _____ | RATE _____ <input type="checkbox"/> NEW _____ TOLL FREE _____ RING TO # _____ | <input type="checkbox"/> CONFERENCE CALL RATE PER MIN. _____ \$ CALL (866) 727-9476 TO ACTIVATE SERVICE |
| COMPLETE FEATURE <input type="checkbox"/> BUSINESS CF # OF ANI'S _____ <input type="checkbox"/> RESIDENTIAL CF # OF ANI'S _____ <input type="checkbox"/> MULTI-LINE BUSINESS <input type="checkbox"/> FLAT RATE <input type="checkbox"/> MEMORYCALL <input type="checkbox"/> PRIVACY DIR. <input type="checkbox"/> INSIDE WIRE MAINTENANCE PLAN <input type="checkbox"/> NPU | <input type="checkbox"/> INTERLATA & INTERNATIONAL <input type="checkbox"/> ISN <input type="checkbox"/> OTHER _____ * IF OTHER THAT ISN PUT 4-DIGIT PICG CODE <input type="checkbox"/> SUB ACCOUNT CODES (ATTACHED LIST) <input type="checkbox"/> OFFNET LD <input type="checkbox"/> WIRELESS LD | <input type="checkbox"/> EXISTING _____ TOLL FREE _____ RING TO # _____ <input type="checkbox"/> VANITY _____ | <input type="checkbox"/> T-1 SERVICE VOICE DATA |

ADDITIONAL INFORMATION OR SPECIAL INSTRUCTIONS

LETTER OF AGENCY AND AUTHORIZATION

To Whom It May Concern

On _____ DAY OF _____ 20____, I/WE HAVE ENTERED INTO AN AGREEMENT WITH ISN COMMUNICATIONS WHO I/WE HEREBY AUTHORIZE TO ACT AS OUR AGENT FOR THE PURPOSE OF CONTACTING, ORDERING, NEGOTIATING AND REVISING ANY AND ALL NECESSARY LOCAL, LONG DISTANCE OR RELATED COMMUNICATION SERVICE, INQUIRIES OF BILLING, NETWORK AND APPROPRIATE CREDIT AND FINANCIAL INFORMATION THAT PERTAINS TO OUR ACCOUNT. FURTHER, ISN COMMUNICATIONS IS AUTHORIZED TO MAKE ALL PICG AND PICG FREEZES TO OUR TELEPHONE LINES. WE FURTHER AGREE TO CERTAIN TERMS AND CONDITIONS CONTAINED IN THE ISN TARIFF THAT MAY BE CHANGED OR MODIFIED. THIS AUTHORIZATION DOES NOT PRECLUDE CUSTOMER'S ABILITY TO ACT ON THEIR OWN BEHALF WHEN IT IS DEEMED NECESSARY. THIS AUTHORIZATION SUPERSEDES ANY PAST LETTERS OF AGENCY. THE UNDERSIGNED HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND REPRESENTS THAT SHE/HE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CUSTOMER.

AUTHORIZED SIGNATURE

PRINTED NAME & TITLE

DATE

TERMS OF SERVICE

CHECK ONE MONTH TO MONTH ONE YEAR CONTRACT TWO YEAR CONTRACT

BILLING / PAYMENT METHODS

YES, SIGN ME UP FOR ISN SERVICE AND BILL ME:

MAILED INVOICE E-MAIL BILLING AUTO DEBIT TO MY CREDIT CARD AUTO DEBIT MY CHECKING ACCOUNT AUTO DEBIT MY SAVINGS ACCOUNT

CREDIT CARD TYPE: VISA MASTER CARD AMEX DISCOVER

CARDHOLDER NAME (PLEASE PRINT) _____ CITY _____ STATE _____

CREDIT CARD NUMBER _____ EXP. DATE _____ ACCOUNT NUMBER _____ ROUTING NUMBER _____

TERMS AND CONDITIONS

1. SERVICES -- (a) Some Services offered under this Contract may be offered by ISN pursuant to effective tariffs filed with the Florida Public Service Commission ("FPSC") and the Federal Communications Commission ("FCC") ("Tariffed Services"). Orders for Tariffed Services shall be made in accordance with the applicable provisions of the tariffs. Tariffed Services and all other services hereunder are collectively called the "Services". In the event that provisions set forth in this Agreement differ from those set forth in the applicable federal and/or state tariffs, the terms of this Agreement shall be deemed to waive or modify the terms of the applicable tariff, to the extent permitted by law. (b) ISN may amend or modify the Services at any time, by thirty (30) days written notice to Customer. (c) Subject to the provisions hereof, Customer may use the Services for any lawful purpose for which they are intended, provided that Customer and ISN will not use the Services so as to interfere with or impair service over any of the facilities and associated equipment of the other, or so as to impair the privacy of any communications over such facilities and associated equipment.

2. SERVICE DATE AND TERM - (a) ISN shall transition the Services from Customer's existing provider to ISN upon receipt of Customer's valid request for the Services. The date of successful completion of all installation procedures shall be referred to as the "Service Cutover Date". ISN shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from normal installation and service provisioning procedures. Such delays shall include, but not be limited to, delays in obtaining necessary local loops for interconnection, regulatory approvals for construction, delay in obtaining right-of-way approvals and delays in actual construction work. (b) The term of this Agreement shall be month-to-month (unless otherwise agreed). (c) After the term of this Agreement, if Customer has not given ISN 90 days written notice of its intent to disconnect, the Agreement will then automatically renew on a month-to-month basis, and Customer may then disconnect Services upon 30 days written notice.

3. PAYMENT, BILLING & FEES - (a) Customer hereby authorizes ISN to make any investigations of credit worthiness of Customer that ISN deems necessary. (b) Customer is responsible for payment of all charges for Services furnished to Customer. (c) Nonrecurring charges, including installation are due in advance. Recurring charges are paid one month in advance and shall be due within twenty (20) days of the date of the invoice billing and shall commence upon installation. Any amount not received within thirty (30) days of the date of the invoice will be subject to ISN's standard late charge of 1 1/2% per month. If notice of a dispute as to charges is not received, in writing, by ISN, within thirty (30) days of the date of invoice, such invoice shall be deemed to be correct and binding upon Customer. (d) If Customer does not pay a due invoice, ISN, at its discretion, may debit the Customer's credit card number, if provided, for the full amount of the invoice plus any late charges that may apply. (e) Customer agrees to pay any sales, gross receipts, use, excise, access, bypass or other local, state and federal taxes or charges, however designated, imposed on or based upon provision, sale or use of the Services provided under this Contract. Taxes will be separately stated on Customer's invoice. (f) A charge of \$20.00 will be made on any insufficient fund check to ISN on Customer's account. (g) Customer agrees to pay all fees and costs of collection, including the actual attorney's fees incurred by ISN.

4. OTHER CARRIERS - ISN shall have no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in the Services herein including, without limitation, any local, regional and long distance services not offered by ISN. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

5. MOVES, ADDS, CHANGES -- Upon receipt of written notice from Customer, ISN shall use its reasonable efforts to add, delete or change locations or features of specific telephone lines and station equipment. ISN shall charge Customer at its current rates for such service.

6. INSTALLATION AND MAINTENANCE - ISN's maintenance services are included in the monthly recurring charges. At Customer's request, and to the extent possible, ISN shall perform diagnostic or troubleshooting maintenance services by telephone. ISN shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by ISN. ISN will assess Customer its standard charges for any maintenance visits with respect to Service problems which are determined to be caused from equipment or facilities not provided by ISN.

7. ACCESS TO PREMISES - Upon reasonable notice from ISN, Customer is responsible for arranging access to its premises at any reasonable time so that ISN's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove, in accordance with this Agreement, any and all facilities

and associated equipment and wiring provided by ISN. Access to such premises shall be made available at a time mutually agreeable to Customer and ISN. Customer acknowledges that, when repair work is required to restore the Services after interruption, it may be necessary to provide the access as soon as reasonably possible. Customer shall provide a safe place to work, which complies with all laws and regulations regarding the working conditions in Customer's premise.

8. LIMITATIONS OF LIABILITY - (a) **Liability for Service Interruptions** - ISN is not liable for any act or omission of any other company or companies furnishing a portion of their service to Customer.

(b) **Liability for Damage to Property**- ISN shall not be liable for any damages whatsoever to property at any Customer premises resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by ISN's willful misconduct or negligence. (c) **Liability for Services and Equipment Not Provided by ISN**- ISN shall not be liable for any damages whatsoever associated with services, channels, or equipment which it does not furnish or for any act or omission of any entity furnishing to Customer facilities or equipment used for or with the Services. (d) **Liability for Force of Nature Events**- ISN shall not be liable for any failure of performance or Services for reasons beyond its reasonable control including casualty, condemnation or loss of rights-of-way. (e) **Liability for Negligence or Fault of Customer**- ISN shall not be liable for any interruptions or damages due to the fault or negligence of Customer or due to the failure or malfunction of Customer-provided equipment or facilities. (f) **Liability Regarding Governmental Authorization** - ISN shall use best efforts to obtain and keep in effect all government authorizations necessary to provide Services under this Contract. ISN shall be entitled to take and shall have no liability for any action necessary including termination, to bring the Services into conformance with any governmental regulations or authorizations, and Customer shall fully cooperate in and take such action as may reasonably be requested by ISN as part of each compliance. (g) **No Special Damages** - In no event shall ISN be liable for special, consequential, exemplary, or punitive damages as a result of this contract.

9. INDEMNIFICATION -- ISN shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "Claims") arising from the use of the Services involving: (a) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the Customer's resale or attempted resale of the Services, (b) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the Services. (c) Claims for patent infringement arising from combining or using the fiber optic facilities and equipment furnished pursuant to this Agreement in connection or in combination with facilities or equipment not furnished by ISN; (d) All other claims arising out of any act or omission of Customer, or customers or patrons of Customer, in connection with the Services made available to Customer under the terms of this Contract. Customer agrees to defend ISN against any such Claim and to pay, without limitations, all litigation costs, reasonable attorney's fees and court cost, settlement payments, and any damages awarded or resulting from any such Claim.

10. DEFAULT -- ISN may declare this Agreement in default upon Customer's (a) failure to pay any amount required under this Agreement that continues after written notice that the same is due and payable or (b) failure to comply with any other material provision of this Agreement and such non-compliance continues for 30 days after written notice. In such event, ISN may (i) terminate the Agreement whereupon all sums owed become immediately due and payable and/or (ii) suspend service until Customer has complied with the Agreement.

11. INSTALLATION CHARGE FOR NEW SERVICE -- Installation charges for new residential service established by ISN are forty dollars (\$40.00) for first line and \$12.00 for each line thereafter. Installation charges for new business service established by ISN are fifty-six dollars (\$56.00) for first line and \$12.00 for each line thereafter.

12. ADDITIONAL LINE CHARGE -- Customer will be charged for additional lines added after the initial order. These charges will be as follows: \$41.50 for each line.

13. TERMINATION -- ISN may terminate this Agreement and discontinue service without incurring any liability for any of the following reasons: (i) Non-payment by Customer of any sum due to ISN for service, (ii) Prohibition against ISN furnishing services subject to this Agreement by order of a court or government authority having jurisdiction; (iii) If Customer provides false or misleading Customer credit information.

14. ASSIGNMENT -- ISN may, without obtaining any further consent from Customer, assign any of its rights, privileges, or obligations under this Agreement. Customer shall not, without prior written consent of ISN (such consent shall not be unreasonably withheld) assign, transfer, or in other manner dispose of, any its rights, privileges, or obligations under this Contract.

15. WARRANTIES -- THERE ARE NO AGREEMENTS, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

16. MODIFICATION AND WAIVER -- This Agreement may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought, shall be binding upon the parties' respective successors and assigns, and constitutes the entire agreement between ISN and Customer with respect to the subject matter hereof.

17. JURISDICTION -- The rights and obligations of the parties under this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.

INITIALS _____

DATE _____



LOCAL
LONG DISTANCE
WIRELESS

DSL SUBSCRIBER AGREEMENT

| | | | |
|------------|----------|------------|----------|
| ACCOUNT # | | | |
| AGENT NAME | SALES ID | MANAGER ID | GROUP ID |
| | | | |

ACCOUNTHOLDER INFORMATION

LINES

| | | | | | |
|---|-------------------|--------------------------|----------------------------------|----------------------------------|-------------------------------------|
| ACCOUNT HOLDER | | | AREA CODE | PHONE NUMBER | DSL LINE |
| CONTACT NAME | | | () | () | |
| STREET ADDRESS | | | () | () | |
| CITY | STATE | ZIP | () | () | |
| E-MAIL | | | () | () | |
| CONTACT PHONE NUMBER | | | () | () | |
| FAX NUMBER | DATE OF BIRTH * | SOCIAL SECURITY NUMBER * | () | () | |
| FEDERAL ID | | | () | () | |
| TYPE OF BUSINESS | YEARS IN BUSINESS | | () | () | |
| BANK NAME | ACCT # | | () | () | |
| BANK CONTACT NAME | | | () | () | |
| * REQUIRED INFORMATION PLEASE - ATTACH A COPY OF YOUR LAST TELEPHONE BILL | | | | | |
| SERVICE LOCATION (IF DIFFERENT FROM ABOVE) | | | | | |
| STREET ADDRESS | | | CUSTOMER LANGUAGE PREFERENCE | | |
| CITY | STATE | ZIP | <input type="checkbox"/> ENGLISH | <input type="checkbox"/> SPANISH | <input type="checkbox"/> PORTUGUESE |

FEATURES AND SERVICES

| | | | | |
|---|--|--|--|--|
| RESIDENTIAL PLAN <input type="checkbox"/> | BUSINESS SOLUTION 1 <input type="checkbox"/> | BUSINESS SOLUTION 2 <input type="checkbox"/> | BUSINESS SOLUTION 3 <input type="checkbox"/> | BUSINESS SOLUTION 4 <input type="checkbox"/> |
|---|--|--|--|--|

LETTER OF AGENCY AND AUTHORIZATION

TO WHOM IT MAY CONCERN

ON
THIS _____ DAY OF _____ 20____, I/WE HAVE ENTERED INTO AN AGREEMENT WITH ISN COMMUNICATIONS WHO I/WE HEREBY AUTHORIZE TO ACT AS
Our agent for the purpose of contacting, ordering, negotiating and revising any and all necessary, DSL, local, long distance or related communication service, inquiries of billing, network and appropriate credit and financial information that pertains to our account. Further, ISN Communications is authorized to make all picc and picc freezes to our telephone Lines. We further agree to certain terms and conditions contained in the ISN Tariff that may be changed or modified. This authorization does not preclude customer's ability to act on their own behalf when it is deemed necessary. This authorization supersedes any past letters of agency. The undersigned has read and agrees to the terms and conditions set forth herein and represents that she/he is authorized to execute this agreement on behalf of Customer.

AUTHORIZED SIGNATURE

PRINTED NAME & TITLE

DATE

TERMS OF SERVICE

CHECK ONE: ONE YEAR CONTRACT

BILLING / PAYMENT METHODS

YES, SIGN ME UP FOR ISN SERVICE AND BILL ME:

MAILED INVOICE E-MAIL BILLING AUTO DEBIT TO MY CREDIT CARD AUTO DEBIT MY CHECKING ACCOUNT AUTO DEBIT MY SAVINGS ACCOUNT

| | |
|--|---|
| CREDIT CARD TYPE: <input type="checkbox"/> VISA <input type="checkbox"/> MASTER CARD <input type="checkbox"/> AMEX <input type="checkbox"/> DISCOVER | FINANCIAL INSTITUTION |
| CARDHOLDER NAME (PLEASE PRINT) | CITY STATE |
| CREDIT CARD NUMBER | EXP. DATE ACCOUNT NUMBER ROUTING NUMBER |

1. EMAIL ACCOUNTS

| | FIRST CHOICE | SECOND CHOICE | THIRD CHOICE |
|---------------------------------|--------------|---------------|--------------|
| OWNER | | | |
| 2 ND EMAIL ACCOUNT | | | |
| 3 RD EMAIL ACCOUNT | | | |
| 4 TH EMAIL ACCOUNT | | | |
| 5 TH EMAIL ACCOUNT | | | |
| ADDITIONAL ACCOUNTS \$2.95 EACH | | | |

FOR BUSINESS SOLUTIONS 3 AND 4 SEE PAGE FOR ADDITIONAL EMAIL ADDRESS'

2. STATIC IP ADDRESS'

| SINGLE STATIC | MULTIPLE STATIC | 3. | 6. |
|---------------|-----------------|----|----|
| 1. | 1. | 4. | 7. |
| | 2. | 5. | 8. |

3 DOMAIN NAME

| | |
|----------------------|-----------|
| ISN HOSTED YES,INO I | 1 HTTP // |
| NOTES: | |

TECHNICAL CONTACT

| NAME | ADDRESS | CONTACT PHONE # |
|-------|---------|-----------------|
| FIRST | | 1. |
| LAST | | 2. |

BUSINESS SOLUTION 3 ADD 5 MORE EMAIL ADDRESS' TO THIS LIST.

BUSINESS SOLUTION 4 ADD 15 MORE EMAIL ADDRESS' TO THIS LIST. (PLEASE WRITE LEGIBLY)

BUSINESS SOLUTION 3 AND 4

| | FIRST CHOICE | 2 ND CHOISE | 3 RD CHOICE |
|--------------------------------|--------------|------------------------|------------------------|
| 6 TH EMAIL ACCOUNT | | | |
| 7 TH EMAIL ACCOUNT | | | |
| 8 TH EMAIL ACCOUNT | | | |
| 9 TH EMAIL ACCOUNT | | | |
| 10 TH EMAIL ACCOUNT | | | |
| 11 TH EMAIL ACCOUNT | | | |
| 12 TH EMAIL ACCOUNT | | | |
| 13 TH EMAIL ACCOUNT | | | |
| 14 TH EMAIL ACCOUNT | | | |
| 15 TH EMAIL ACCOUNT | | | |
| 16 TH EMAIL ACCOUNT | | | |
| 17 TH EMAIL ACCOUNT | | | |
| 18 TH EMAIL ACCOUNT | | | |
| 19 TH EMAIL ACCOUNT | | | |
| 20 TH EMAIL ACCOUNT | | | |

INSTALLATION

| | | |
|-------------------------------|--------------------------------------|--------------------------------------|
| SELF <input type="checkbox"/> | RESIDENTIAL <input type="checkbox"/> | PROFESIONAL <input type="checkbox"/> |
| ADDITIONAL FILTER \$5.00 | | |
| SPLITTER | FILTERS | WALLMOUNT FILTERS |



This Service Agreement (the "Agreement") authorizes Interactive Services Network, Inc. d/b/a/ ISN Communications (hereinafter referred to as "ISN"), in accordance with the terms and conditions herein set forth, to provide Internet access and related services for the Customer (hereinafter referred to as the "Customer").

1. **Term.** The term of this Service Order ("Service Order Term") shall be as set forth on the Service Order. Unless canceled by one Party giving written notice to the other no later than thirty (30) days before the end of the Service Order Term, and provided Customer is not in default, this Service Order shall automatically renew on a month-to-month basis until canceled by either party with thirty (30) days' written notice. Charges under a month-to-month Service Order shall be at ISN's then current monthly rates.
2. **Service.** The Service provided by ISN to the Customer includes one or more of the following: Internet Access via dialup, DSL or T1; electronic mail ("email"), web site hosting on ISN's servers; co-location, dedicated server and other Internet services. ISN agrees to provide Service to Customer for the sole use of the Customer. Customer agrees not to resell the Service or to make it available to any unauthorized person or entity. Any means of identification assigned to Customer by ISN in order for Customer to use the Service is and will remain the property of ISN. At ISN's sole discretion, this identification may be altered or replaced at any time. The means of identification include but are not limited to account usernames and email addresses. ISN makes no guarantees as to the continuous availability of the Service or any specific feature of the Service. ISN reserves the right to change the Service at any time with or without notice. Features of the Service which are subject to change include, but are not limited to access procedures, commands, documentation, hours of operation & support, menu structures, domain name, sub-domain names, email addresses, and vendors.
3. **Fees, Payments and Penalties.** Customer agrees and understands that the Services rendered hereunder are billed one month in advance. Customer agrees to pay account balance by Due Date, as indicated on the Customer invoice. Unless otherwise specified in the Service Order Form, ISN will accept the following forms of payment: Visa MasterCard, American Express, Business Checks, or Electronic Funds Transfer. If Customer elects to pay for the Service by a credit or charge card, Customer agrees to allow ISN to bill the card on each successive billing date without obtaining Customer's permission after the initial charge and such charges will be processed at the beginning of each month for the Services to be rendered during that month. Customer shall notify ISN of any changes in credit or charge card number or expiration date. If Customer believes that ISN has billed Customer in error, Customer must contact ISN in writing within 30 days of the transaction date of the charge. Refunds or adjustments will not be given for any charges that are more than 30 days old. Local access dialup numbers may not be available in all areas served by ISN. It is the Customer's sole responsibility to determine if use of a particular dialup number will cause Customer to incur long-distance, toll or other charges. ISN is not responsible for any long distance, toll or other telecommunications charges incurred by Customer through use of the Service. ISN reserves the right to change prices and institute new fees at any time. If ISN has not received payment by the Due Date, ISN may suspend or cancel the Service to the Customer. If Customer's service is cancelled, any applicable cancellation charges will be added to the Customer's account balance. If Customer's service is suspended, regular charges continue to accrue until Customer terminates the Service and pays any remaining account balance. ISN may, at its sole discretion, charge the following fees to reinstate suspended service: \$25.00 for DSL service and any dialup, virtual mail server or web hosting service and \$200.00 for any T1, dedicated server or co-location service. In the event Customer cancels the Service prior to the term stated in the Service Order Form, Customer agrees to be responsible for the following early termination penalties: \$99 for the Modem; \$50 for the activation fee; and \$25 for each remaining month of the contract period. Interest charges of 1.5% per month (or the highest rate permitted by law if lower than 1.5% per month) will accrue daily on any unpaid balance that remains 30 days after the invoice date. Customer agrees to pay all attorney and collection fees arising from efforts to collect any unpaid balance.
4. **Use of the Service.** Customer agrees to abide by the terms of ISN's then current Acceptable Use Policy. The terms of ISN's then current Acceptable Use Policy is expressly incorporated into and made a part of this Internet Service Agreement. ISN reserves the right to modify the Acceptable Use Policy at any time.
5. **Monitoring the Service; Disclosure of Member Information.** ISN has no obligation to monitor the Service. ISN may monitor the Service electronically and may disclose information regarding Customer use of the Service. This disclosure may be made by ISN to satisfy laws, regulations or governmental requests; to operate the Service properly; or to protect itself or its subscribers. Customer understands and agrees that ISN may disclose to third parties Customer's name, subscriber information, an information regarding use of the service by Customer and others who have access to the Service through Customer's account. ISN will not disclose member information to outside persons or entities for the purpose of soliciting ISN's customers. In its sole discretion, ISN reserves the right to remove or to refuse to post any information or materials, in whole or in part, which are unacceptable, undesirable, or in violation of this Agreement.
6. **No Warranties Provided by ISN.** Customer assumes total responsibility and risk for use of the Service and the Internet by Customer or by authorized users of Customer's account. Neither ISN nor its affiliates make any express or implied warranties, representations, or endorsements including, but not limited to, warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose regarding any merchandise, information, or service provided through any ISN service or on the Internet generally. Neither ISN nor its affiliates shall be liable for any costs or damages arising directly or indirectly from any such transaction. It is solely the Customer's responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, and other information, and the quality and merchantability of all merchandise provided through the Service or on the Internet generally. The Internet contains unedited materials, some of which are sexually explicit or may be offensive to Customer or others accessing the Service through Customer's account. Customer assumes all risk and responsibility for accessing such materials and for permitting others to access such materials through the Customer account. ISN has no control over and accepts no responsibility for such materials. The Service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by ISN, its affiliates, its contractors, or their respective employees shall create a warranty. Neither ISN nor its affiliates warrants that the Service will be uninterrupted or error-free or that any information, software, or other material accessible on the Service is free of viruses, worms, trojan horses, or other harmful components. Under no circumstances shall ISN provide a refund for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the inability to use the Service; either by the Customer or by other authorized user(s) of the Customer's account.
7. **Customer Remedies.** If Customer is dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines, or practices, Customer's sole and exclusive remedy is to discontinue using the Service, terminate the Service Agreement, and pay any cancellation fees that apply. Under no circumstances shall ISN, its employees, its affiliates, or its contractors be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the use of the Service or from the inability to use the Service; either by the Customer or by other authorized user(s) of the Customer's account.

Signature & Title

Date

8. **Indemnity.** Customer agrees to defend, indemnify, and hold harmless ISN, its employees, its affiliates and its contractors from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or arising from. Any violation of this Agreement by the Customer or by those who access the Service through the Customer's account, the use of the Service or the Internet, the placement or transmission of any message, information, software, or other materials on the Internet by the Customer or by those who have access to the Service through the Customer's account. Each of the following shall constitute a default hereunder: (i) Failure to make any payment when due, or (ii) Insolvency, assignment for the benefit of creditors, appointment or sufferance of appointment of a trustee, a receiver or similar officer, or commencement of a proceeding seeking reorganization, rehabilitation, liquidation or similar relief under the bankruptcy, insolvency or similar debtor-relief statutes, or (iii) Material failure to observe or perform any of the covenants contained in this Agreement, or in the Acceptable Use Policy, or in the Service Order Form or in any other agreement or document executed pursuant hereto; or (iv) Failure to make the service available for at least 59 non-contiguous days in any 60 day period. In the event either party shall be in default of its obligations under this Agreement, the party not in default shall have the right to terminate this Agreement (i) in five (5) days in the case of a default in payment and, (ii) in all other cases, if the defaulting party fails to cure such default within thirty (30) days of receiving written notice thereof. Upon termination of this Agreement: (a) all rights granted to Customer and all authorized users under this Agreement shall immediately cease and terminate, and (b) Customer must pay all accrued charges, including any applicable cancellation fee, and (c) Customer must destroy or return to ISN all copies of documentation that Customer received from ISN, and (d) Any incoming email or web site content stored on ISN's servers will be deleted. Termination of the Service or this Agreement does not release
9. **Notice.** Customer may change or terminate the Service by the following methods only: first-class registered or certified mail, return receipt requested, with adequate postage and addressed to ISN Communications 4770 Biscayne Blvd, Suite 880 Miami, FL 33137. Email terminations will not be accepted. ISN may provide notice to Customer by any of the following methods: Electronic mail addressed to the email address provided to Customer in connection with the Service; or by U.S. Mail at the address Customer provided to ISN in connection with Customer registration. All notices or other communications from ISN to Customer shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing.
10. **Miscellaneous.** In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties. The remainder of the provisions shall remain in full force and effect. ISN's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to its conflicts of law provisions. Any cause of action Customer 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. Neither this Agreement, nor any of Customer rights or obligations arising hereunder shall be transferable by Customer to any third party without ISN's prior written consent. This Agreement, the Service Order Form and the Acceptable Use Policy constitute the entire agreement between Customer and ISN with respect to the Service. ISN reserves the right to alter, amend or modify this Agreement at any time and in any manner. Any amendment, alteration, or modification is effective thirty (30) days after posting on ISN's web site (www.isncom.com)

Signature & Title

Date