

## SUBSCRIPTION AGREEMENT FOR INTERNET ACCESS

This agreement is by and between Real Time Enterprises, Incorporated ("Real Time") and the subscriber signing this agreement below (the "Subscriber").

1. Subscription for Services. Subscriber hereby subscribes to receive from Real Time and Real Time hereby agrees to provide to Subscriber the Internet access services described in the signed Application or Quote. The subscription shall commence as of the date Real Time notifies Subscriber that the Services are available for use and shall continue for a minimum term of six months. After which initial term either Subscriber or Real Time may terminate the subscription on 30-days' prior notice.

2. Use of Services. Subscriber and its employees and representatives will use the services solely for Subscriber's business. Subscriber will not re-market or assign the Services. In using the Services, Subscriber will comply and will cause Subscriber's employees and representatives to comply with applicable laws and with the Acceptable Use Policies adopted by Real Time from time to time. Subscriber acknowledges receipt from Real Time of a copy of the current Acceptable Use Policy. Subscriber assumes full responsibility for use of the Services by Subscriber's employees and representatives.

3. Fees for Services. For the Services, Subscriber shall pay to Real Time the set-up fee(s) and monthly fee specified in the attached Application. The set-up fee(s) and the monthly fee for the first month's Services are to be submitted to Real Time with this Agreement signed by the Subscriber. Real Time will invoice Subscriber for subsequent monthly fees, which are due in advance of the month in which the Services is to be provided. A late payment fee in an amount equal to 10 percent of the monthly fee will be charged for any payment not received by Real Time on or before the tenth day of the month of service. After the initial term of the subscription, Real Time may increase the monthly fee upon 45-days' prior notice to Subscriber.

4. Assumption of Risks. Real Time will use its best efforts to assure provision of the Services to the Subscriber; however, Subscriber acknowledges notwithstanding such efforts that there can be no assurance of the provision of the Services being uninterrupted or error free. **Real Time will not be responsible for any loss or damage incurred by Subscriber due to interruptions in service, unavailability of Services, unavailability of Services, and non-delivery of data to or from Subscriber.** In addition to assuming such risks, Subscriber assumes all risks of damage to Subscriber's data and equipment and exposure of Subscriber and its employees and representatives to offensive or objectionable material which may result from Subscriber accessing the Internet through Real Time. Subscriber acknowledges that Real Time does not monitor data which is transmitted through use of Real Time's Services and that there are individuals which may seek improper access to Subscriber's data or pass viruses to Subscriber's data.

5. Termination by Real Time. In addition to termination of the subscription with prior notice, Real Time reserves the right to terminate the subscription with no prior notice for non-payment by Subscriber of fees due Real Time and for non-compliance by Subscriber with the restrictions on use of the Services, including, but not limited to, those specified in the Acceptable Use Policy adopted by Real Time from time to time. Real Time reserves the right to investigate assertions of improper use by Subscriber and its employees and representatives of the Services.

6. Notices. Any notice or other communication between Real Time and Subscriber shall be in writing or by electronic mail addressed to the party at its address set forth on the Application or such other address as that party may have notified the other of in compliance with this Agreement. Written communication sent by regular mail shall be deemed given on the third business day following mailing.

7. Entire Agreement. This Subscription Agreement, the Application or Quote and the Acceptable Use Policy together with Real Time's Master Terms and Conditions constitute the entire agreement of the parties with regard to the subject matter hereof and supersede any prior contemporaneous statements or assurances.

**IN WITNESS WHEREOF**, Real Time and Subscriber have signed this Agreement which shall be effective as of the date set forth below Real Time's signature.

**REAL TIME ENTERPRISES,  
INCORPORATED**

**"SUBSCRIBER"**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_