

**SCHEDULE E**  
**END USER AGREEMENT FOR CONNECTION SERVICES AND ACCEPTABLE USE POLICY**

This Schedule E, Agreement for High Speed Internet Connection Services, is by and between Sublandlord, **JANAL BUSINESS CENTER, INC. d/b/a EXECUTIVE SUITES OF MINNESOTA** (hereinafter, "Company", "we", "our", or "us") and the Subtenant,\_\_\_\_\_. (hereinafter, "Customer", "you", "your", and "yours").

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. During the term of the Sublease Agreement, Sublandlord shall provide to Subtenant, and Subtenant shall utilize from Sublandlord, High Speed Internet Services (the "Service"), subject to the terms and conditions of this Agreement and the Executive Suites of Minnesota Acceptable Use Policy, attached hereto and made a part hereof by reference.
2. Upon execution of this Schedule E to Sublease Agreement, Subtenant shall pay to Sublandlord a first and last month's service fee and connection/installation charge as detailed in Paragraph 3 of the Sublease Agreement. Thereafter, the monthly cost of High Speed Internet Service is as detailed in Paragraph 3 of the Sublease Agreement. The Service is billed in advance.
3. The Service is an Administrative Service pursuant to the Sublease Agreement, giving the Company all rights and remedies contained in the Sublease Agreement in the event Customer defaults on the payment of its obligations under this End User Agreement.
4. Use of the Service: Customer and any persons authorized by Customer are the only individuals who are authorized to access the Service. Customer shall not permit anyone else to access the Service through Customer's account and shall ensure that all authorized users of the account comply with this Agreement. **Customer shall be the end user of the Service. The Service is not to be resold or distributed without the prior written consent of the Company.**
5. Company makes no guarantees as to the continuous availability of the Service or any specific feature of the Service. Company reserves the right to change the Service or any of its features at any time with or without notice. By accepting this Agreement, you agree that you are responsible for all charges posted to your account during the Sublease Term. If you are dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to terminate this Agreement and discontinue using the Service by canceling your account during the first thirty (30) days of the Service term.
6. Service Quality Assurances. We are committed to providing you with reliable, high quality Services, and we may offer certain assurances about the quality of Services. Except for these express assurances, we disclaim all other warranties or representations, both express and implied, including but not limited to the warranties of merchantability and fitness for a particular purpose. Under no circumstances will we be liable for any damages that may result from your use of or inability to use services.
7. Under no circumstances shall Company, its employees, affiliates, suppliers or contractors be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from any: use of your account or the service or your inability to use the service; access of the Internet or any part thereof; or, your reliance on or use of information, services or merchandise provided on or through the service or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance.
8. You will not use the Service or permit others to use the Service through your account in any way that violates any law or regulation; subjects Company to liability; or is in contravention of Company's Acceptable Use Policy. You agree to comply with all Company security procedures and standards and to be bound by the terms and conditions of the End User License Agreement for any software provided to you.
9. **Computer and Service Security:** You are responsible for ensuring the security of the Service by (a) ensuring that each computer system connected to the Service by you is up to date and secure (b) maintaining current anti-virus and other appropriate security measures on each computer connected to the Service by you, and (c) exercising due care when using and retrieving information (including, without limitation, text, graphics, software, sound, e-mail, and any other form of electronic information) through the Service. You are entirely responsible for all use of each computer system connected to the Service by you. In the event that a computer connected to the Service by you does not meet these security requirements, as determined by our judgment or the judgment of our Internet Service Provider, then we may disable your connection to the Service with no liability to us until all computers connected to the Service by you meet these requirements. If we disable your connection to the Service pursuant to this Paragraph 9, or if we must assist you in bringing your computer in

conformity with these requirements, then we may charge you our standard Technical Support rate for time spent investigating and resolving the problem, including all travel time.

10. Monitoring the Service; Disclosure of Member Information. Company has no obligation to monitor the Service but may do so and may disclose information regarding your use of the Service to satisfy laws, regulations or governmental requests; to operate the Service properly; and, to protect itself and its members.
11. Except for certain products and services specifically identified as being offered by Company, Company does not control any information, products or services on the Internet and except for such Company-identified content, all merchandise, information and services offered, made available, or accessible on the Internet are by third parties who are not affiliated with Company.
12. You assume full responsibility and risk for use of the service and the Internet by you and your authorized users. The service is provided on an "as is" and "as available" basis. Company does not warrant that the service will be uninterrupted or error-free or that any information, software or other material accessible via the service is free of viruses, worms, Trojan horses, or other harmful components. As you have your own specific configuration, our responsibility ends at providing an active jack. It is your responsibility to configure your workstation(s) to communicate with your LAN, WAN or server. We will assist you in the process, including calling in our service provider for assistance and support, if required. Any outside assistance will be billed at our cost, plus a standard 20% markup. In-house technical support will be billed at the then current rate. Any cabling or wiring required must be completed by our Company subcontractor who is licensed and bonded to perform this type work. If you do any of your own wiring or subcontract with a vendor without our knowledge or consent, you assume full responsibility for any damages that may occur as a result. Company makes no 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 Company or on the Internet generally. No advice or information given by Company, its employees, affiliates or contractors shall create a warranty.
13. Company shall not be liable for any costs or damages arising directly or indirectly from use of the service. It is solely your 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.
14. The Internet contains unedited materials, some of which are sexually explicit or may be offensive to you or others accessing the service through your account. You access such materials and permit others to access such materials through your account at your own risk. Company has no control over and accepts no responsibility for such materials.
15. Indemnity. You agree to defend, indemnify, and hold Company and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or arising from: any violation of this Agreement by you or those who access the Service through your account; AND, the use of the Service or the Internet and the placement or transmission of any message, information, software, or other materials on the Internet by you or by those who have access to the Service through your account.
16. Limitation of Liability. You agree that liability to you for any and all claims or damages relating to or arising out of this Agreement, whether in contract, tort, or otherwise, will not exceed (a) the total amounts paid by you to us during the three (3) month period immediately preceding the event which caused the liability, or (b) Five Hundred Dollars (USD \$500), whichever is less; provided, however, that this limitation will not apply to damages to you for bodily injury or destruction of real or tangible personal property proximately caused by our negligence or intentional acts or omissions.
17. Consequential Damages. **IN NO EVENT WILL WE OR OUR SUPPLIERS BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
18. Acknowledgements. You acknowledge that you are responsible for the security of your facilities and we are not liable for unauthorized access to such or any damages arising out of unauthorized access. The Service may not have a firewall, proxy server or other preventative measures against outside intrusions. Unless End User takes security measures for its own computer(s), other users of the Service and network will have access to the data and programs resident on the End User(s) computer(s). It is recommended that End User take

those steps that they feel warranted to protect themselves against the possibility of such outside interference. You acknowledge that we may include your name in directories and listings of our customers.

19. Software License. In the event that you are provided with or purchase any equipment containing software in conjunction with Sublandlord's Internet Service Provider, you agree to comply with any applicable third party software license terms relating to such software. The limitation of liability and indemnification terms in the Agreement apply to the manufacturers and licensors of such third party equipment and/or software.

### **EXECUTIVE SUITES OF MINNESOTA ACCEPTABLE USE POLICY FOR HIGH SPEED INTERNET SERVICE**

The Executive Suites of Minnesota Acceptable Use Policy for High Speed Internet Services (the "Service"), including the following list of Prohibited Conduct, are a part of your End User Agreement for Connection Services. Please review carefully prior to activating Service. If you restrict or inhibit any other user's use or enjoyment of the Service by engaging in any of the activities prohibited below, Executive Suites of Minnesota may suspend or terminate your account. If the connection to the Service has no activity from the user for a period of 30 minutes, the Company shall have the right to disconnect services and end the session to make the bandwidth available to all users.

The Service is governed by and subject to all applicable laws and regulations, including all applicable local, state, national, and international laws and regulations. This includes all laws relating to copyright, trademark, obscenity, defamation, the right of privacy, false advertising, and fraud.

In addition to such laws and regulations, when using the Service you must use your best efforts to avoid interfering with any other persons' use or enjoyment of the Service. You must also ensure that your use of the Service is governed by the rules of proper Internet conduct.

The Company and its Internet Service Provider do not actively monitor, nor does the Company or its Internet Service Provider control the content of any web site, electronic mail transmission, mailing list or other material created or accessible over the Service. The Company or its Internet Service Provider, in their sole and absolute discretion, may remove any materials that they find to be potentially illegal or improper, could subject the Company or its Internet Service Provider to liability, damage the commercial reputation or goodwill of the Company or its Internet Service Provider, violate accepted norms of the Internet community, or violate this Acceptable Use Policy. The provisions of this Acceptable Use Policy are guidelines and are not meant to be exhaustive.

### **YOUR USE OF THE INTERNET AND/OR PAYMENT WILL CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

#### **I. PROHIBITED CONDUCT:**

These activities are not proper Internet Conduct and are prohibited activities on the Service. The term "information" as used herein means material of any type capable of being posted or transmitted on or through the Service, including, without limitation, material in print, graphic, or pictorial form.

The following conduct are examples of Prohibited Conduct:

- **Defamation:** You agree not to post or transmit any information that is in violation of any applicable law.
- **Illegal Activity:** You agree not to use the Service to conduct any business or activity that is prohibited by law, nor shall your use of the Service impinge on the use of the System by other customers.
- **Fraud:** You agree not to post or transmit any fraudulent information on or through the Service. This means any information that you know or have reason to believe is false, and that you intend for others to rely on.
- **False Advertising:** You agree not to post or transmit through the Service any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.
- **Unsolicited Advertising:** You agree not to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other users, individuals, or entities, except in those areas (e.g. classifieds areas) that are designated for such a purpose.

- **Copyright Violations:** You agree not to post or transmit on or through the Service any information that infringes or violates another person's or entity's copyright, patent or intellectual property in all or part of the Information.
- **Trademark, Service Mark, and Trade Dress Violations:** You agree not to post or transmit on or through the Service any information that infringes another person's right in its trademark, trade dress, or service mark.
- **Trade Secret Violations:** You agree not to post or transmit on or through the Service any information that reveals trade secrets belonging to another person, business, service, or other entity.
- **Obscenity.** You agree not to post or transmit any obscene or sexually explicit images or other content on or through the Service.
- **Harassment, Threats, and Abuse:** You agree not to use the Service to harass, threaten, abuse, embarrass, or cause distress, unwanted attention, or discomfort to another person or entity, by any means, including the use of vulgar, hateful, racially, ethnically, or otherwise objectionable information.
- **False Pretenses:** You agree not to use the Service to impersonate another person, including, without limitation, an official, information provider, guide or host of the Company or the Internet Service Provider, or communicate under a false name or a name that you are not entitled or authorized to use in all forms of online communication including, but not limited to, screen names, customer profiles, chat dialogue, and message posting.
- **Chain Letters:** You agree not to post or transmit chain letters, or letters or messages that offer a product or service based on the structure of a chain letter, on or through the Service.
- **Inappropriate Conduct:** You agree not to post or transmit on or through the Service information that is patently inappropriate material, e.g. information or topics not related to the topics focused on by the participants of a particular newsgroup or mailing list.
- **Scrolling:** You agree not to cause the screen to "scroll" faster than other Customers or users are able to type, or take any action that produces a similar disruptive effect on or through the Service.
- **Disruptive Activities:** You agree not to use the Service to disrupt the normal flow of online dialogue, or otherwise act in a manner that negatively affects other customers, users, individuals, or entities.
- **Violation of Service Providers' Rules:** You agree not to use the Service to violate any operating rule, policy, or guideline of any other online service provider or interactive service.
- **Security Violations:** You agree not to use any process, program, or tool via the Service for guessing the passwords or circumventing any security measures of customers on the System or on other systems.
- **Multiple Access:** You agree that this service is not transferable.
- **Abuse of Internet Service Provider's Procedures:** You agree not to make any false or unverified complaint against any customer of the Company or the Internet Service Provider, or otherwise abuse the Company's and the Internet Service Provider's complaint resolution procedures.
- **SPAM:** You agree not to engage in any conduct known as "spamming". Spamming includes, but is not limited to, (1) the bulk sending of unsolicited messages, or the sending of unsolicited e-mails which provoke complaints from the recipients; (2) the sending of junk e-mail; (3) the use of distribution lists that include people who have not given specific permission to be included in such distribution process; (4) posting commercial ads to USENET newsgroups that do not permit it; (5) posting articles containing binary encoded data to a non-binary newsgroup; (6) excessive and repeated posting off-topic users, including but not limited to transmitting any threatening, libelous or obscene material, or material of any nature which could be deemed to be offensive; and (7) the e-mailing or other transmission of age-inappropriate communications or content to anyone under the age of 18.
- **System Abuse:** You agree not to abuse the Service by causing any harm to the Company's system or the system of the Internet Service Provider so that it inhibits other users' ability to effectively use the system. This includes but is not limited to any modification, alteration, reverse engineering, decompilation, disassembly, or creation of derived work based on the System or its methods.

- **Newsgroup Flooding:** Post or cross-post, regardless of content, of the same message to 10 or more newsgroups.
- **Unsolicited Transmissions:** Customer agrees not to use the Service to transmit any unsolicited messages.
- **Mail Distribution Lists:** Any messages distributed via a distribution list using the Service's email routing shall be limited to no more than 100 recipients per e-mail message transmitted per day. A valid return e-mail address and "opt out" option must be included in each distribution list transmission. **This rule does not apply to Internet services that are intended to send mailing list transmissions to a list of users who have chosen to receive this information, such as Egroups and Yahoo Clubs.**

## II. CONTENT OF ONLINE MATERIAL:

The Service provides access to information, communications, software, photos, video, graphics, music, sounds, and other material and services located both on the Internet Service Provider's computer services and on the Internet ("Content".) You should be aware that the Internet contains Content, goods and service that you may find improper, obscene, or otherwise offensive. Such Content may not be appropriate for you or for any minors who may be accessing the Internet through your account.

As a matter of policy, the Company and its Internet Service Provider do not pre-screen Content placed on its computer servers by any of its customers. The Company and its Internet Service Provider do not have the practical ability to monitor, review or restrict, prior to its transmission, Content on its services which may violate its rules, nor can the Company or its Internet Service Provider ensure prompt editing or removal of actually or potentially violating Content after such Content has been posted on the Internet Service Provider's servers. You may, therefore, receive offensive and unsolicited Content that the Company and its Internet Service Provider cannot control.

Although the Company's Internet Service Provider retains the right to remove Content from its servers that violates its Internet Service Agreement and this Acceptable Use Policy, the Service provides access to users who are not a part of the Company's Internet Service Provider. The Company's Internet Service Provider does not have the capability to monitor, review, or restrict any Content made available by third parties on the Internet, nor to edit or remove any such Content after its posting on the Internet.

**THE COMPANY AND ITS INTERNET SERVICE PROVIDER HAVE NO PRACTICAL ABILITY TO MONITOR, CENSOR, OR RESTRICT CONTENT OF ANY INFORMATION PASSING THROUGH ITS NETWORK THAT MIGHT VIOLATE THIS ACCEPTABLE USE POLICY. COMPANY DISCLAIMS ANY LIABILITY TO CUSTOMER OR OTHERS FOR ANY FAILURE TO ENFORCE THE TERMS OF THE ACCEPTABLE USE POLICY. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY CONDUCT, CONTENT, GOODS, AND SERVICES AVAILABLE ON OR THROUGH THE SERVICE.** The Company suggests that concerned parents consider using one of the commercially available programs capable of restricting access to sexually explicit material on the Internet. The Company makes no warranties or representations as to the accuracy, completeness, or usefulness of any parental control software or service.

## III. PRIVACY OF COMMUNICATIONS:

Customer agrees to maintain the confidentiality of passwords used by Customer or others who have access to the Service. Customer agrees that the Company and its Internet Service Provider have the right, but not the obligation, to monitor and disclose the contents of private communications if the Company and its Internet Service Provider, in their sole discretion, reasonably believe that such action is necessary: (1) to comply with applicable law or valid legal process; or (2) to protect the rights or property of the Company or its Internet Service Provider.

**IV. ONLINE GOODS AND SERVICES:**

The Company and its Internet Service Provider do not control, provide, operate, or take responsibility for any Content, goods, or services available on or through the Service. You may receive blind opportunity advertisements, pyramid schemes, and other “get rich quick” schemes on or through the Service. These should be avoided or approached with ample skepticism.

All such Content, goods, and services are made available by independent third parties and are not part of, or controlled by, the Company or its Internet Service Provider. **PLEASE REMEMBER THAT THE COMPANY DOES NOT ENDORSE, WARRANT, OR GUARANTEE THE ACCURACY, COMPLETENESS, USEFULNESS, QUALITY OR AVAILABILITY OF ANY CONTENT, GOODS, OR SERVICES AVAILABLE ON OR THROUGH THE SERVICE, AND YOUR USE THEREOF IS SOLELY AT YOUR OWN RISK.**

You should use your best judgment and exercise caution when purchasing a product through the Service. The Company will not be a party to, or in any way be responsible for, monitoring any purchases or other transactions between you and any other person providing Content, goods or services on or through the Service. The Company assumes no responsibility for any such transactions and will not mediate disputes relating to such transactions. The Company disclaims any responsibility for any such transaction even where the Service features or displays a link with a particular World Wide Web site.

**BY USING THE SERVICE YOU AGREE THAT NEITHER THE COMPANY NOR ITS AFFILIATES SHALL BE HELD RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY LOSS, LIABILITY OF ANY NATURE, OR DAMAGE CAUSED, OR ALLEGED TO HAVE BEEN CAUSED BY YOUR USE OF, OR RELIANCE ON, ANY CONTENT, GOODS OR SERVICE AVAILABLE ON OR THROUGH THE SERVICE.**

**V. MODIFICATION:**

The Company reserves the right to modify this Acceptable Use Policy at any time upon thirty (30) days prior notice via electronic mail or by U.S. Mail or via hand delivery.

**AGREED TO AND ACCEPTED BY:**

**JANAL BUSINESS CENTER, INC. d/b/a  
EXECUTIVE SUITES OF MINNESOTA**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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