

Service Agreement

Thank you for choosing the EvCo Hi Speed solution for your Internet needs. Once this EvCo Hi Speed service order is accepted by EvCo Hi Speed LLC a Colorado limited liability company, with offices at 6957 Timbers Drive, Evergreen, CO 80439, this Service Agreement and all documents referred to herein will constitute a binding agreement between you and EvCo Hi Speed LLC ("the Agreement") for the Service(s) on the attached Service Quote.

EvCo Hi Speed Responsibilities

EvCo Hi Speed LLC is responsible to provide best-effort Internet connections between the EvCo Hi Speed provided DSL equipment and our Internet backbone. EvCo Hi Speed LLC is not responsible for download speeds from points anywhere further on the World Wide Web, as these are affected by several factors beyond our control. "Best Effort" as used herein is defined as remaining at the speeds advertised within the service plan purchased by the Customer throughout most of the Customer's daily use. EvCo Hi Speed LLC reserves the right to interrupt those speeds if necessary for equipment upgrades and network maintenance, and will do its best to inform the Customer of any such interruptions ahead of time.

EvCo Hi Speed LLC shall have the right to engage subcontractors in rendering Services under this Agreement.

EvCo Hi Speed LLC is also responsible for providing and maintaining a number of e-mail accounts for the customer as specified in the chosen service plan, as well as a certain amount of commercial or non-commercial web space as specified in the chosen service plan.

Customer Responsibilities

Customers are responsible for upholding the non-transferability and account security of their service. The customer is entirely responsible for any actions, damages, or costs incurred via their account, regardless of who is using that account.

Customer's relationship with EvCo Hi Speed LLC is that of an independent contractor. Customer is not an agent of EvCo Hi Speed LLC, and Customer has no authority to obligate EvCo Hi Speed LLC by contract or otherwise.

Acceptable Use Policy (AUP)

All customer use of the EvCo Hi Speed LLC network and services must comply with the then-current version of the EvCo Hi Speed LLC Acceptable Use Policy (AUP), which is incorporated herein by this reference and made a part of this Agreement. The AUP is available at: <http://www.evcohs.com/>. EvCo Hi Speed LLC may change the AUP or these terms of service at any time, with or without notice. Such changes and their effective date will be posted on the EvCo Hi Speed LLC Web site or brought to your attention by

appropriate means. You agree to review the AUP and the terms of service periodically, and if any change is not acceptable to you, you agree to terminate your subscription or authorized use by notifying the EvCo Hi Speed LLC Customer Service Department. Any termination by you shall be pursuant to the terms of this Agreement. Your continued use of EvCo Hi Speed LLC services after the effective date of any such change constitutes acceptance of all the changes. In the event any terms of the AUP conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

Service Bandwidth Resale

Resale of bandwidth or any other part of the Service for any purpose is strictly forbidden. Failure to comply with this condition will result in immediate cancellation of the Service and termination of this Agreement for cause, at EvCo Hi Speed LLC's discretion.

Privacy; Monitoring of Service

EvCo Hi Speed LLC exercises no control whatsoever over the content of information passing through its network or equipment. You agree that all claims, disputes or wrongdoing which result from your use of the service or which is related in any way to the content of information passing through EvCo Hi Speed LLC network or equipment are your sole and exclusive responsibility. If the Service includes space on EvCo Hi Speed LLC server, you take full responsibility for the use of the Services by any minors and hereby consent to such minor's use of the Service.

Lawful Use

EvCo Hi Speed LLC service may only be used for lawful purposes and in a manner consistent with the rights of other parties. EvCo Hi Speed LLC Services shall not be used in a manner which would violate any law or infringe on any copyright, trademark, trade secret, right of publicity, privacy right or any other right of any person or entity, or for the purpose of transmitting or storing material which is obscene, libelous or defamatory. Use and access to other networks through EvCo Hi Speed LLC must comply with the rules, regulations, terms, policies and/or conditions for such other networks. No individual or entity using the EvCo Hi Speed LLC network may use programs or methods intended to, or as a possible side-effect of their use, compromise the security of any system or device on our network or any external network, or attempt to bring about a denial of any form of service on our network or any external network.

The transfer of technology across national boundaries, including electronic transmission thereof, is regulated by the U.S. Government. Customer agrees not to export or re-export (including by way of electronic transmission) any technology transmitted through EvCo Hi Speed LLC Services without first obtaining any required export license or governmental approval. Customer agrees it will not directly or indirectly export or re-export such technology to any of those countries listed from time-to-time in supplements to Part 770 to Title 15 of the Code of Federal Regulations in Country Groups Q, S, W, Y or Z. The parties acknowledge that the foregoing lists are subject to regulatory change from time to time and Customer agrees to update the lists as appropriate.

EvCo Hi Speed LLC will cooperate fully with legal authorities in the investigation of suspected crimes or service abuses. Customer agrees to indemnify and hold harmless EvCo Hi Speed LLC, its agents and representatives, from any and all claims, costs, losses, damages, liabilities and expenses, including reasonable attorneys' fees for any reason whatsoever, including without limitation, any harm, injury, loss or damage incurred by EvCo Hi Speed LLC, or any other party, arising out of Customer's breach of this Lawful Use provision.

Security

You can best control the risks associated with security, and are therefore solely responsible. EvCo Hi Speed LLC will not be responsible for any disruption of service, corrupted files or viruses which affect the user of the Service. It is your responsibility to safeguard your system, through appropriate means (e.g. using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the network as a result of your failure to properly secure your system may result in the immediate termination of your Service.

Service Availability

Due to the nature of the Service technology, EvCo Hi Speed LLC reserves the right to deem the Service unavailable to you up to, including, and after the installation. EvCo Hi Speed LLC assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in your geographical area, for any reason, even where such unavailability occurs after installation of the Service.

Performance Levels

Speed is a function of the bottlenecks experienced upon the wider network architecture of the Internet itself. As such, EvCo Hi Speed LLC does not guarantee the maximum Service performance (throughput speeds) levels but will make every reasonable effort to ensure the highest possible quality of service is always delivered. You understand that any content that you may access through the Service may be subject to "caching" at intermediate locations on the Internet.

EvCo Hi Speed Equipment

EvCo Hi Speed LLC will provide you the opportunity to purchase authorized DSL equipment for use with your Service. Only EvCo Hi Speed LLC Consumer Premises Equipment ("CPEs") are permitted and authorized to be connected to the Service. Upon purchase by you, the CPE will become the Customer's property and the Customer shall be solely responsible for maintaining that equipment and for acquiring and maintaining any equipment needed to access, connect to, or use the Services.

Your Equipment

It is your responsibility to ensure that your computer system meets the current

minimum system requirements stated by EvCo Hi Speed LLC as being necessary to use the Service. From time to time, the computer equipment required to access and use the Service may change. Accordingly, your computer equipment may cease to be adequate to access the Service. In such event, your sole remedy will be to upgrade your computer equipment or terminate this Service Agreement.

Minimum System Requirements

- (i) Windows System Desktop or Laptop
 - Microsoft Windows 95/98/NT 4.0 /XP
 - Pentium Processor 166 MHz, or equivalent
 - 32 MB of memory (RAM)
 - 75 MB of free hard drive space
 - 256 colors at 800x600 resolution
 - Ethernet card NIC
 - CD-ROM drive

- (ii) Macintosh System
 - MAC OS 8.0 and Open Transport 2.6 installed or Mac OSX
 - 32 MB of memory (RAM)
 - 75 MB of free hard drive space
 - 256 colors at 800x600 resolution
 - Ethernet card NIC
 - CD-ROM drive

Second Phone Lines

As part of the requirements for Service delivery, it may be necessary for Customer to install a second phone line at Customer's premises. This second line will be dedicated to providing the Service and will not support any other telecommunication services. EvCo Hi Speed LLC, at its sole discretion, will evaluate the need for a second phone line and make the necessary arrangements with the ILEC (Incumbent Local Exchange Carrier) i.e. Qwest to install and activate the necessary line. EvCo Hi Speed LLC will pass through all installation dates and times to the Customer in order to provide access to the installer for such phone line. A one-time non-refundable charge of \$60.00 will be assessed to the Customer for the installation of the second phone line.

IP Addresses

Internet Protocol ('IP') addresses are not portable and are not assigned for independent administration or distribution. Customer understands that IP assignments are not guaranteed, and may be modified as required by EvCo Hi Speed LLC and/or the American Registry for Internet Numbers (ARIN).

Through Put volume

Each account has a standard quota for disk space and data transfer Through Put Volume usage. Additional quota may be added to your account for a recurring fee, based on EvCo Hi Speed LLC's then-current rates. Usage above your quota limits will result in additional charges as described in then-current EvCo Hi Speed LLC pricelist.

Minimum Service Term

Customer agrees to maintain the Services for a minimum period of one year. If, prior to the end of the one-year term, Customer cancels the Services for any reason, or EvCo Hi Speed LLC terminates the Agreement due to Customer's breach of this Agreement, Customer agrees to pay to EvCo Hi Speed LLC an early termination charge as indicated in this Agreement.

Term / Cancellation Policy

If Customer chooses to cancel the Service at any point after the order is placed, but before the Service has been activated, Customer will be invoiced, and agrees to pay, a \$49 processing fee. Upon cancellation of any Service after installation/activation but before the term of Service is completed, EvCo Hi Speed LLC reserves the right to charge, and Customer agrees to pay, an Early Termination fee. If Customer wishes to cancel the Service, either before or after the 1-year term, the Customer is required to give EvCo Hi Speed LLC at least thirty (30) days written notice of his/her intent to cancel. This may be done through regular postal mail sent to EvCo Hi Speed LLC, 6957 Timbers Drive, Evergreen, CO 80439, or via e-mail to support@evcohs.com. The term for any Services shall automatically renew on a quarterly basis at EvCo Hi Speed LLC's then-current rate following your 1-year term expiration.

Termination does not affect your obligations under this Agreement, including your obligation to pay all fees for Services rendered prior to termination and any termination, processing and administration fees incurred as a result of such termination. EvCo Hi Speed LLC accounts must be paid in full before a cancellation will be considered complete.

In the event you upgrade your EvCo Hi Speed LLC Service, you will be required to enter into a new Service Quote and begin a new term for the replacing Service. There is no early termination fee if Service is terminated as a result of an upgrade of Services.

Early Termination Fee

In the event that you terminate the Services prior to the expiration of your chosen term, or EvCo Hi Speed, LLC terminates the Services with cause prior to the expiration of your chosen term, then EvCo Hi Speed LLC will charge, and Customer agrees to pay, an early termination fee of \$200.00, payable upon termination.

Termination and Suspension

Inappropriate use or abuse of our services by Customers, as determined solely by EvCo Hi Speed, LLC, may result in account suspension, termination, and/or legal action. Inappropriate use or abuse of our services by others can be traced, documented, reported to appropriate authorities and when necessary prosecuted to the fullest extent of the law.

EvCo Hi Speed LLC reserves the right to unilaterally terminate or suspend an account at

any time, without providing a reason. In such cases, account holders are still responsible to pay any fees that are still owed to us. The balance of any prepaid fees, after deducting all applicable charges and fees, will be refunded to the account holder on a pro-rated basis. Any penalties for criminal action will be deducted from amounts owed before refunds are provided.

EvCo Hi Speed LLC may terminate your account immediately if it determines, in its sole discretion, that you have violated any of the provisions of the Agreement.

Service may be terminated by you or EvCo Hi Speed LLC for any reason effective at the end of a calendar month by providing written notice to the other party at least thirty (30) days prior to the requested termination date; your early termination of this Agreement is subject to early termination fees set forth herein.

Payment and Billing Fees

Fees include without limitation, set up fees, monthly service fee, and equipment fees and other applicable costs set forth in the Service Quote. EvCo Hi Speed LLC will invoice fees for Services and any equipment in advance. You agree to pay all federal, state or local taxes arising under this Agreement. You are solely responsible for the payment of all telephone company charges. Setup fees are not refundable. If you deem it necessary to re-terminate the circuit (move to new location) you will be responsible for additional EvCo Hi Speed LLC and telephone company fees. EvCo Hi Speed LLC is not responsible for Service disruptions caused by re-termination. The recurring charge payable by Customer for the Services is as stated on the attached Service Quote.

Payment Method and Timing

Accounts may be paid by credit card or electronic bank draft only. By providing your credit card number and/or bank account information and your signature, when applicable, at the end of this Service Quote, you authorize EvCo Hi Speed LLC to charge your accounts for the options checked above. Your EvCo Hi Speed LLC account will be considered delinquent if your credit card company refuses for any reason to pay the amount billed to it and that amount remains unpaid at the beginning of the next accounting cycle. Accounts with returned electronic bank drafts and declined credit card charges are subject to a \$25.00 processing fee per incident.

Payment terms shall be payment due at the beginning of quarter and paid in advance of service delivery for that quarter.

Late Fees

Delinquent accounts will be shut off or suspended thirty (30) days after Customer's account become past due. Customer's account will be considered "delinquent" if payment is not received within three (3) days of the monthly billing due date used to charge Customer's method of payment. Shutting off or suspending an account does not absolve the Customer of payments owed to EvCo Hi Speed LLC. To re-enable Service, the Customer must contact EvCo Hi Speed LLC to make payment on all past due balances. Past due balances may be subject to interest at the rate of 1-1/2% per month.

If the interest rate exceeds the maximum rate allowable by law, then the interest chargeable shall be equal to the maximum rate allowed by law.

Moving / Reconnection Fee

If the Customer moves during the term of this Agreement and would like to relocate the Service, Customer must place a relocation request with EvCo Hi Speed LLC within two (2) weeks of the requested date for service transition. This request must contain the requested date of service termination, plus the address and phone number of the new location, if possible, the prospective move-in date, and the requested transfer of Services date. Upon receipt of a written or email relocation request from Customer, EvCo Hi Speed LLC will suspend all monthly fees from the requested termination date until service relocation is completed. The maximum suspension will be thirty (30) days. EvCo Hi Speed LLC will invoice Customer, and Customer agrees to pay, a new installation fee, including applicable discounts. If Customer's account is transferred, Customer agrees to comply with all terms and conditions of this Agreement. Billing cycle and service term will recommence upon activation of EvCo Hi Speed LLC Service at the new location. If EvCo Hi Speed LLC and its agents are unable to provide Service to Customer's new location, this Agreement shall terminate and applicable Early Termination fees shall be applied. If EvCo Hi Speed LLC has not yet received sufficient information from Customer to process the relocation order thirty (30) days after service termination, this Agreement is considered to be terminated by Customer, and Early Termination fees will apply.

Installation

The CPE modem that is purchased by the Customer for use with EvCo Hi Speed LLC Services may be self-installed by the Customer.

EvCo Hi Speed LLC will provide basic installation services at the Customer premises. If additional installation services are required, and EvCo Hi Speed LLC agrees to provide these additional installation services, the Customer and EvCo Hi Speed LLC will enter into a separate agreement to provide these services under separate terms and conditions, and applicable fees.

Fee Changes

Customer acknowledges and agrees that EvCo Hi Speed LLC has the right to change its Service fees at any time, subject to applicable law and upon notice to Customer.

Customer Charges

Customer acknowledges that Customer may incur Customer-initiated charges while using the Services. For example, charges may be incurred as a result of Customer accessing certain information, or purchasing or subscribing to certain offerings, via the Internet. Customer agrees that all such charges, including all applicable taxes, shall be paid by Customer and are not the responsibility of EvCo Hi Speed LLC.

Acceptance

The Customer agrees to all Terms of Service set out in this Agreement. Customer represents and warrants to EvCo Hi Speed LLC that Customer is of lawful age to enter

into this Agreement and that (i) the Customer has the full right, power and authority to enter into this Agreement and to perform the acts required of Customer hereunder; (ii) the execution of this Agreement by Customer, and the performance by Customer of its obligations and duties hereunder, do not and will not violate any agreement to which Customer is a party or by which it is otherwise bound; and (iii) when accepted by such Customer, this Agreement will constitute the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

By using and accepting Service from EvCo Hi Speed LLC, Customer agrees to be legally bound by all of the Terms and Conditions of this Agreement and associated documents, the same as if Customer had signed this Agreement. These terms and conditions supersede all other written and oral communications or agreements with regard to the subject matter. Any waiver, modification or variation of these Terms and Conditions shall only be effective if in writing and/or in the form of a business contract signed by an authorized officer of EvCo Hi Speed LLC.

Authorization

You authorize EvCo Hi Speed LLC to contact your local telephone company to make the necessary arrangements to order, install and maintain the DSL service using the information you've submitted, and to obtain the account name even if this is an unlisted/non-published number.

You further authorize access as necessary by your local telephone company to install and maintain the DSL service and associated equipment. As part of the DSL installation process, modifications to the inside wiring in your house may be required, and you hereby consent to such modifications.

Customer Complaint Resolution

We are working to provide the best service possible and welcome your ideas on how we can improve the quality of our service. You can communicate your views to us in any of the following ways:

- 1) Call our Customer Service Center at (303) 674 5700 during regular business hours or email: support@evcohs.com
- 2) Write to the General Manager of Customer Operations:

EvCo Hi Speed LLC
6957 Timbers Drive
Evergreen CO 80439

Warranty/Limitation of Liability/Disclaimer of Liability

you assume full responsibility for the selection of the services AND PRODUCTS to achieve your intended purpose. The Services and any DSL equipment and software provided to you by EvCo Hi Speed LLC are provided "AS IS," WITHOUT WARRANTY OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-

INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. EVCO HI SPEED LLC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES OR PRODUCTS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES AND PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, WHICH VARY FROM STATE TO STATE.

LIMITED WARRANTY

EvCo Hi Speed LLC warrants that it will render its Services pursuant to this Agreement in a timely, professional and workmanlike manner in accordance with timelines established herein. Any claim for breach of the foregoing warranty must be brought within sixty (60) days after Customer's actual discovery of any defect and prior to the expiration of six (6) months from the date the applicable Services were rendered. EvCo Hi Speed LLC will have no liability for any claim made after such time. EvCo Hi Speed LLC does not warrant, however, that your use of any Services will be uninterrupted or that the operation of the Services will be error-free or secure. EvCo Hi Speed LLC'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY IN CASE OF BREACH OF THIS WARRANTY SHALL BE, AT EvCo Hi Speed LLC'S SOLE OPTION, EITHER RETURN OF ALL OR A PORTION OF THE SERVICE FEES PAID FOR THE CURRENT MONTH OF SERVICE, OR REPLACEMENT OR REPRFORMANCE F CONNECTION SERVICES OR PRODUCTS. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY EVCO HI SPEED LLC. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO LIMITATIONS MAY NOT APPLY TO YOU. If any unauthorized modifications are made to the equipment or Services by you during the warranty period, if the Services or Products are subjected to abuse, accident, improper use, or if you breach the terms of this Agreement, then this warranty shall immediately be terminated.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT EvCo Hi Speed LLC WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, WORK STOPPAGE, TITLE, OR ANY OTHER DAMAGE OR LOSSES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE ARISING OUT OF OR RELATED TO THE AGREEMENT OR YOUR USE OF OR INABILITY TO USE EvCo Hi Speed LLC SERVICES, EVEN IF YOU ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances will EvCo Hi Speed LLC be liable to you or any third party for any loss or damage caused by reliance on data or information available from or on EvCo Hi Speed LLC services and systems. some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation may not apply to you.

IN NO EVENT SHALL EvCo Hi Speed LLC'S aggregate liability under or arising out of this Agreement EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE INCIDENT GIVING RISE TO A CLAIM. Notwithstanding the foregoing, some jurisdictions may not allow a limitation on liability for negligence that

causes death or personal injury, and EvCo Hi Speed LLC limits its liability in such jurisdictions only to the degree allowed by applicable laws.

EvCo Hi Speed LLC, its employees, agents, suppliers, vendors and distributors make no warranty of any kind, either express or implied, regarding the quality, accuracy, or validity of the data and/or information available on its systems, or residing on or passing through its networks, or that EvCo Hi Speed LLC Services will be uninterrupted or error free. Use of information obtained from or through EvCo Hi Speed LLC is at your own risk. Except for the payment of fees due by Customer hereunder, neither party will be liable for any failure or delay in performance under the Agreement which might be due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond the reasonable control of such party, including without limitation acts of nature, court or government

Customer shall be solely responsible for independent backup of any data files residing on EvCo Hi Speed LLC computers or networks. EvCo Hi Speed LLC reserves the right to remove/delete any personal files after an account is terminated or associated with prohibited activities.

By receiving EvCo Hi Speed LLC Services you expressly agree that the use of the DSL equipment and software is at your sole risk. With respect to the DSL equipment and software provided by EvCo Hi Speed LLC, such equipment and software are provided "AS IS," without warranties of any kind, either express or implied. EvCo Hi Speed LLC is not responsible for any direct, indirect, special, incidental, or consequential damages arising out of the installation or use of the DSL equipment or software.

Indemnity

You agree to defend, indemnify and hold EvCo Hi Speed LLC harmless from any claims, losses and damages, including attorney's fees, resulting from your violation of any of the provisions of this Agreement or your placement or transmission of any materials or content onto EvCo Hi Speed LLC servers or through its network, or from any and all use of your account, with or without your knowledge or consent, or from claims related to any action taken by EvCo Hi Speed LLC as part of its investigation of a suspected violation of this Agreement or as a result of its conclusion that a violation of this Agreement has occurred, or to your use of or inability to use EvCo Hi Speed LLC Services, equipment, bundled software or the Internet.

Transferability and Assignment

You shall not sell, transfer or assign this Agreement. Customer's account and right to use EvCo Hi Speed LLC Services and system are not transferable without EvCo Hi Speed LLC's prior written consent. Customer agrees to protect its password and account and to keep them secure from unauthorized users and use, and to be solely responsible for the protection and security of Customer's password and account information.

Nature of Information

The Customer has been advised and acknowledges that the Internet may contain

information, materials, and language that may be deemed adult in nature and inappropriate or offensive. The Customer is responsible for all information received, transmitted, and/or stored by the Customer and the Customer releases EvCo Hi Speed LLC from and agrees to indemnify EvCo Hi Speed LLC against any and all claims, losses or expenses relating to such information, materials and language. This indemnification shall survive any termination of this Agreement.

Notices

Notification of either party to this Agreement shall be effective upon receipt, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by a telefax, email, or a nationally recognized overnight delivery service, to the addresses set forth above or such other address provided for such purposes.

Proprietary Rights

EvCo Hi Speed LLC grants Customer a non-exclusive, non-transferable license to use the products and Services provided hereunder. Title and property rights, including all intellectual property rights to such products and services, is and shall remain with EvCo Hi Speed LLC, whether or not they are embedded in any product. Customer recognizes that the products and Services used hereunder constitute valuable trade secrets of EvCo Hi Speed LLC. The Customer shall use its best efforts to protect and keep confidential any and all products and services used by it and shall not attempt to copy, examine, in any way alter, or reengineer, reverse engineer, tamper with, or otherwise misuse such products and services.

Jurisdiction/Venue/Choice of Law

You agree that exclusive jurisdiction for any claim or dispute with EvCo Hi Speed LLC or relating in any way to your account or your use of the Services resides in the courts of Colorado and that this Agreement shall be governed by Colorado law. You expressly consent to the exercise of personal jurisdiction in the courts of Colorado in connection with any such dispute. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement or compel performance thereof, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

Amendments

EvCo Hi Speed LLC may modify this Service Agreement from time to time, and your continued use of the Service following notice of such modification shall be deemed to be your acceptance of such modification. If you do not agree to any modification of this Service Agreement, you must immediately stop using the Service and notify EvCo Hi Speed LLC of your desire to cancel the Service.

Information

You hereby acknowledge that EvCo Hi Speed LLC and its affiliates may retain and use

any information, comments or ideas conveyed by you relating to the Service (including any products and services made available on the Service). This information may be used to provide you with better service. EvCo Hi Speed LLC will open and maintain a customer file.

Entire Agreement

This Service Agreement, including any and all documents and EvCo Hi Speed LLC policies referenced herein, constitutes the entire agreement between EvCo Hi Speed LLC and you pertaining to the subject matter hereof. EvCo Hi Speed LLC's failure to insist upon or enforce strict performance of any provision of this Service Agreement shall not be construed as a waiver of any provision or right.

In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealed judgment that any provision of these Terms and Conditions (or part thereof) is void, invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Service Agreement will remain in full force and effect.

BY YOUR USE AND ACCEPANCE OF THE SERVICE, YOU ARE INDICATING THAT YOU ARE OF LEGAL AGE AND HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT PRESENTED.