

Homeland Security Wireless, Inc.
5 Robinson Road
Falmouth, MA.
A Massachusetts Corporation since March 1989

FiberCape™ Internet Services
Wireless and Fiber Interconnection Services
Provided by Homeland Security Wireless, Inc.

This Terms and Conditions statement will explain the following regarding our Site and Service:

1. Service
2. Your Obligations
3. Content
4. Software License
5. Fees
6. No Warranties
7. Indemnification
8. Termination
9. Miscellaneous

Please read the Homeland Security Wireless, Inc. Terms of Service carefully. Together with the Guidelines for Acceptable Use and the Privacy Statement (collectively, the Agreement), it governs your use of the services and software provided by Homeland Security Wireless, Inc., including Internet access, VoIP telephone service, video streaming, e-mail, web hosting, and other information provided by third parties, communication and transaction services (collectively called the "Homeland Security Wireless, Inc. Services" or "Services"). This Terms of Service, the Guidelines and the Privacy Statement supersede all prior communications and agreements with regard to their subject matter; the most current version of each may be found at Homeland Security Wireless, Inc.'s Web site.

Wireless services are described for marketing purposes: FiberCape Internet Services, "Falmouth Wireless", "Capecod.Wireless", "Wifibernet", "MarthasVineyardWireless", "NantucketSoundWireless",

"VineyardSoundWireless", "FerryWireless", "ShipsWireless", "WirelessSurveillance". These descriptions are used to help define and reference the Agreement described in this document.

The Services are intended to provide wireless IP-network connections between two or more points on a network, with the subscriber paying for use of the IP-network connectivity and any additional costs to transport data across the network.

1. Services

1.1. By completing the enrollment process to become a subscriber of the Services or by downloading, installing or using any of the Services or any software provided by Homeland Security Wireless, Inc. ("Software") other than to read this Agreement, you agree to accept the terms of the Agreement as if you had signed it. Homeland Security Wireless, Inc. may change this Agreement at any time; such changes will be effective immediately upon transmission of notice by e-mail, postal mail, posting on the Homeland Security Wireless, Inc. or FiberCape.com Web site or any other means. Each time you use the applicable Service reaffirms your acceptance of the then-current Agreement. If you do not wish to be bound by this Agreement, you must discontinue using the Services, uninstall the Software and terminate your account.

1.2. Please refer to your initial signup disclosure for specific information with respect to your service levels. Homeland Security Wireless, Inc. may discontinue or alter any service level or aspect of the Services at any time, without notice, without liability and in Homeland Security Wireless, Inc.'s sole discretion.

2. Your Obligations

2.1. You agree to provide Homeland Security Wireless, Inc. with accurate, current and complete information, to the extent required by Homeland Security Wireless, Inc. for your registration as a subscriber of any of the Services or at any time thereafter, and to maintain and to update this information as required to keep it accurate, current and complete. You understand that Homeland Security Wireless, Inc. relies on the information you supply and that providing false or incorrect information may result in provisioning or delivery delays or the suspension or termination of the Homeland Security Wireless, Inc. Services. You agree to promptly notify Homeland Security Wireless, Inc. whenever you're personal or billing information changes (including for example, your name, address, telephone number, and credit card number and expiration date). You agree in your enrollment and in your use of the Services to be credit worthy as defined

by Homeland Security Wireless, Inc.

2.2. You are responsible and liable for any activity by any person who uses your account with the Services. Other users of your account will be bound by this Agreement as if they were you. You are responsible for maintaining the confidentiality of your password and for any liability resulting from disclosure of your password. You agree that, upon becoming aware that your password or account is (or possibly is) being used without authorization, you will immediately change your password and notify Homeland Security Wireless, Inc. by sending e-mail to pbutler@hlswireless.com.

2.3. You are responsible for obtaining and maintaining the equipment and any telephone services necessary to access and use the Services and for any telephone charges associated with connecting to and using the Services, including without limitation any telephone charges associated with the transmission to or from your computer of any information sent by or on behalf of Homeland Security Wireless, Inc. including without limitation the information of the types specified in Section 2.4 below. To find out whether you will incur any charges and, if so, the amounts of such charges, please contact pbutler@hlswireless.com. You are solely responsible for all telephone charges incurred by your use of the Homeland Security Wireless, Inc. Services and Homeland Security Wireless, Inc. will not reimburse you for any such charges. Certain Homeland Security Wireless, Inc. Services require, but do not include, Internet access and, at your own expense, equipment that shall mean the antenna, modem, router and/or other equipment provided by Homeland Security Wireless, Inc. for use with Homeland Security Wireless, Inc.'s WIRELESS Service and Software shall mean the software provided by Homeland Security Wireless, Inc. in connection with the Homeland Security Wireless, Inc. Services.

2.4. You expressly permit and authorize Homeland Security Wireless, Inc. and its affiliates (and such third parties as may be authorized by Homeland Security Wireless, Inc., subject to the Privacy Statement) to furnish you, electronically when you use the Services or by any other means selected by Homeland Security Wireless, Inc., information or materials prepared by Homeland Security Wireless, Inc. or by (or on behalf of) other entities, including advertising information, solicitations and software downloads. You acknowledge that any such information, advertisements, solicitations and downloads are an inseparable part of the Services, and you understand and agree that the furnishing of such information, advertisements, solicitations and downloads to you cannot be terminated unless the Services are also terminated. Some third parties furnishing you with advertisements and solicitations through the Services may permit you to "opt out" of receiving such communications from them, in which case you can do so by following the instructions they provide. However, Homeland Security Wireless, Inc. is not responsible for any such party's failure to comply with its own "opt out" policies, nor does Homeland Security Wireless, Inc. endorse the views or content of any third party advertisements or solicitations. All such advertisements and solicitations will be understood to be "requested" by you through the act of using the Services, and each time you use your account reaffirms such

request. Homeland Security Wireless, Inc.'s policies relating to privacy and the collection and use of subscriber information are set forth in the Privacy Statement, which forms an integral part of this Agreement.

2.5. You agree in using the Services to comply with Homeland Security Wireless, Inc.'s Guidelines for Acceptable Use. You acknowledge that the Services are provided only for personal use by you and members of your business, and not for corporate or excessive commercial use or for use by organizations or other groups of users.

2.6. You agree that Homeland Security Wireless, Inc. may establish general practices and limits concerning use of the Services. These may include, among others, the maximum number of days that unread e-mail messages will be retained by the Services, the maximum number of e-mail messages that may be sent from or received by an account on the Services, the maximum size of any e-mail message or attachment that may be sent from or received by an account on the Services, the maximum disk space that will be allocated on Homeland Security Wireless, Inc.'s servers on a subscriber's behalf, and the maximum number of times (and the maximum duration for which) a subscriber may access the applicable Service in a given period of time. The Homeland Security Wireless, Inc. network, including, without limitation, e-mail addresses, is owned by Homeland Security Wireless, Inc. E-mail in inactive or terminated accounts may be deleted in accordance with Homeland Security Wireless, Inc.'s policies. You agree to use Homeland Security Wireless, Inc. e-mail services only to send and receive personal messages. Homeland Security Wireless, Inc. prohibits unsolicited e-mail to be sent or received through the Services, and uses a variety of techniques to eliminate or minimize e-mail or attachments that Homeland Security Wireless, Inc. believes are unsolicited, inappropriate or harmful. In doing so, Homeland Security Wireless, Inc. may block or delete e-mail or attachments sent by you or to you, even though such e-mail or attachments may not be unsolicited, inappropriate or harmful. You understand that unless otherwise specified in your service level or plan terms, Homeland Security Wireless, Inc. does not utilize anti-virus software or services to scan for viruses. If your service level or plan terms do include anti-virus software or services, you understand that that not all viruses can be detected and/or cleaned. You are responsible for any damages caused by your decision to download any e-mail or attachments.

You agree that Homeland Security Wireless, Inc. is not responsible for any e-mail or attachments that are blocked or deleted for any reason and that you have no right, and Homeland Security Wireless, Inc. has no obligation, to retrieve or access any such deleted or blocked e-mail or attachments. You further agree that Homeland Security Wireless, Inc. is not responsible for any e-mail or attachments that it fails to block or delete, even if such e-mail or attachments contain viruses or are otherwise harmful to your computer. Without limiting the generality of Homeland Security Wireless, Inc.'s rights as set forth in this Agreement, Homeland Security Wireless, Inc. reserves the right to change your e-mail address and associated member ID if, in Homeland Security Wireless, Inc.'s sole

discretion, it is inappropriate or infringes on the rights of a third party.

You acknowledge that Homeland Security Wireless, Inc. may implement prioritization practices in connection with accessing certain internet access Services and that your ability to establish and maintain a connection to the applicable Service may be limited, in connection with such practices or otherwise. You acknowledge that any limits Homeland Security Wireless, Inc. establishes may differ for different portions of the Services, and in particular may be set at different levels for subscribers based on factors determined in Homeland Security Wireless, Inc.'s sole discretion, which may or may not include, among others, a subscriber's chosen service level, specific usage patterns, geographic location, the particular telecommunications carrier or Internet Provider through which a connection to the Services are attempted or established, and/or a subscriber's participation in certain programs designed to generate revenues for Homeland Security Wireless, Inc.. You acknowledge that Homeland Security Wireless, Inc. may restrict, limit or require the use of third party software or services in connection with the Services. You also acknowledge that Homeland Security Wireless, Inc. reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

2.7 System Management and Service Performance. You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Homeland Security Wireless, Inc. Services used by your computers. You understand that bandwidth is provided on a per-connection basis, and that the speed and bandwidth available to each computer or device connected to the network may vary depending upon the number, types and configuration of computers or devices using the Homeland Security Wireless, Inc. Services and the type of use (e.g., streaming media or downloading larger files, etc.), network or Internet congestion, and/or the condition of your data line and the wiring inside your location, among other factors. Bandwidth supplied to the user is always divided by the number of Internet devices being used on your network.

2.8 Monitor of Network Performance. Homeland Security Wireless, Inc. and its third party service providers may measure and monitor network performance and the performance of your Internet connection. We also will access and record information about your computer's profile and settings and the installation of software we provide in order to provide customized technical support and you agree to permit us to access and record such data for the purposes described in this Agreement. You hereby consent to Homeland Security Wireless, Inc.'s monitoring of your Internet connection and network performance, and the access to and adjustment of your computer settings, as they relate to the Homeland Security Wireless, Inc. Services, Software, or other services which we may offer from time to time.

3. Content

3.1. You acknowledge that information, communications, photographs, video, graphics, software, music, sounds and other materials may be accessible to you through your use of the Services. You acknowledge that, as a matter of policy, Homeland Security Wireless, Inc. does not pre-screen such materials, but that Homeland Security Wireless, Inc. has the right (but not the obligation) to remove from its computer servers materials (including, without limitation, materials created, posted, uploaded or transmitted by you) that Homeland Security Wireless, Inc., in its sole discretion, determines to be in violation of the Guidelines. You further acknowledge, however, that Homeland Security Wireless, Inc. does not have the capability to monitor, review, restrict, edit or remove materials made available by third parties on the Internet, and you agree that you must evaluate, and bear all risks associated with, the use of any materials, including any reliance on the accuracy, completeness, or usefulness of such materials. The fact that Homeland Security Wireless, Inc. provides a link to a particular Web page is not an indication that we endorse that site's policies or the content or products available from that particular site.

3.2. You acknowledge that materials available through the Services may be protected by copyright, trademarks, and other intellectual property rights. You agree that your use of such materials is governed by all applicable laws and regulations, and by any further restrictions placed on such materials by their owners or licensors.

3.3. You acknowledge that the Services may provide certain public areas (e.g. message boards, newsgroups, forums, and public mailing lists), and that Homeland Security Wireless, Inc. is a distributor (and not a publisher) of information disseminated by persons using the Services. By posting, uploading or transmitting material to any such area, you are requesting Homeland Security Wireless, Inc. and/or its partners to make such material available to others, and you are acknowledging that placing such material in a public area will result in copies of such material being transmitted to others. By posting, uploading or transmitting material to any public area, you: (i) grant to Homeland Security Wireless, Inc. and/or its partners a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license (including the waiver of any moral rights) to use, reproduce, modify, adapt, publish, distribute, display, and create derivative works from, such material (in whole or in part) and to incorporate it into other works in any form, media or technology (whether now known or later developed), and (ii), warrant that the owner of any rights in the material, including intellectual property and moral rights, has waived such rights and has given you the right to grant the license described above.

4. Software License

Except as otherwise set forth in the End User License Agreement provided with the Equipment, the following will govern your use of the Services:

4.1. Homeland Security Wireless, Inc. grants to you a personal, non-transferable, non-exclusive license to use the Software as part of the Services subject to the terms and conditions of this Agreement. The Software is licensed and owned by Homeland Security Wireless, Inc. and may be used only to connect to the Services from the United States of America and such other locations as Homeland Security Wireless, Inc. may authorize.

4.2. You may not copy and archive the Software, and you may not distribute copies of the Software to third parties, provided that all such copies contain the same copyright notice and proprietary markings as are on the original Software; and provided further that you do not sell, transmit or otherwise dispose of any copy for compensation or as part of a commercial offer. Notwithstanding the foregoing, Homeland Security Wireless, Inc. may, at any time, and in its sole discretion, prohibit your distribution or your further distribution of the Software to third parties and require you to discontinue any such activity.

4.3. You agree not to translate, reverse engineer, reverse compile, disassemble or make derivative works from the Software or Firmware. You agree not to modify the Software in any manner or form, or to use modified versions of the Software including, without limitation, for the purpose of obtaining unauthorized access to the Services or disabling features of the Software or Services. Except as may be permitted by Homeland Security Wireless, Inc., you agree not to access the Services by any means other than through the interface that is provided by Homeland Security Wireless, Inc. or its partners for use in accessing the Services.

4.4. The Software includes certain cryptographic software that may be subject to any applicable export controls, including the U.S. Export Administration Act. The Software may not be exported to any country or to any foreign entity or "foreign person" to the extent prohibited under applicable government regulations. By downloading or using the Software, you are acknowledging and agreeing to the foregoing limitations on your right to export or re-export the Software, and are also representing and warranting that you are neither on any applicable government's lists of export precluded parties nor otherwise ineligible to receive software containing cryptography that is subject to any applicable export controls.

4.5. You acknowledge and agree that (i) you are not acquiring the license granted hereunder on behalf of a government agency and (ii) the license granted hereunder is not being acquired pursuant to a government contract.

4.6. You acknowledge that Homeland Security Wireless, Inc. and its suppliers retain all title, rights (including, without limitation, intellectual property rights) and interest in the Software, except as expressly licensed in this Agreement. All rights in the content, information and materials accessed through use of the Software are the property of the applicable content owner and may be protected under

intellectual property and other applicable laws. You agree that Homeland Security Wireless, Inc.'s suppliers are direct and intended third party beneficiaries of this Agreement.

5. Fees

5.1. As a subscriber of the Services you are solely responsible for any charges to your account and any activities conducted through your account, including, but not limited to a) applicable taxes, b) surcharges, c) recovery fees, d) telephone charges, e) activation fees, f) installation fees, g) set-up fees, h) equipment charges, i) terminations fees, j) other nonrecurring charges, k) fees for supplemental services or features, l) and purchase made through the use of Homeland Security Wireless, Inc. Services. The taxes, fees, and other charges detailed in this paragraph [a) through d)] may vary on a monthly basis; any variations will be reflected in your monthly charge. By using a credit card or other payment method to pay for any billable portions of the Services, you expressly authorize Homeland Security Wireless, Inc. or its agents to charge all fees and other charges incurred in connection with your service to the credit card or other payment method you have designated, and such authorization will remain valid unless revoked by you pursuant to Section 5.2 below. If you use a credit card and Homeland Security Wireless, Inc. does not receive payment from the card issuer or its agents, you agree to pay all amounts due upon demand by Homeland Security Wireless, Inc. Fees are non-refundable, except as otherwise provided in this Agreement, as may be disclosed in the specific pricing terms for your Service or pursuant to applicable law.

5.2 You may change your designated payment method by contacting Homeland Security Wireless, Inc. in the manner specified for that purpose on Homeland Security Wireless, Inc.'s Web site or by calling the Homeland Security Wireless, Inc. customer service number (which is 617-934-0354) as of the date of this Agreement). Set up fees, activation fees, installation fees, other non-recurring fees, and equipment charges, if applicable, will be included in your first month's bill. Homeland Security Wireless, Inc. reserves the right to accept other forms of payment or to modify the forms of payment it will accept. If Homeland Security Wireless, Inc. elects to authorize alternative or additional methods of payment, your designation of such a method of payment will be deemed to be an authorization to Homeland Security Wireless, Inc. to bill you, in a manner appropriate to your designated payment method, for all fees and other charges incurred in connection with your service.

5.3. Service Ready Date. Billing for your Homeland Security Wireless, Inc. Service will automatically begin upon initiation of your service. Billing for your Homeland Security Wireless, Inc. WIRELESS Service will automatically begin on the date provisioning of your Service from a Third Party is complete ("Service Ready Date"). Please note that the Service Ready Date is not determined by the date you install and/or initially use the Service, but rather the date the Service is provided to your location by Homeland Security Wireless, Inc.'s service provider.

5.4. If Homeland Security Wireless, Inc. does not receive the amount of your account balance within 30 days of the applicable invoice date, an additional 1.5% (or the highest amount permissible by law, if less) per month of the amount outstanding may be added to your invoice as a late charge. You will be liable for all attorney and collection fees arising out of Homeland Security Wireless, Inc.'s efforts to collect any unpaid balance of your account. If you believe that a billing discrepancy has occurred, you must notify Homeland Security Wireless, Inc. within 15 days after the date of the relevant account statement from your credit card issuer or financial institution or such amounts will be deemed to have been accepted by you. You agree to release Homeland Security Wireless, Inc. from any liability for any error or discrepancy that is reported to Homeland Security Wireless, Inc. after such period.

5.5. Your subscription to any billable portion of the Services will continue and renew automatically, unless terminated by Homeland Security Wireless, Inc. or until you notify Homeland Security Wireless, Inc. pursuant to Section 8.2 of your decision to terminate your subscription to a portion of the Services.

Homeland Security Wireless, Inc. reserves the right at any time to change its fees and charges for use of portions of the Services, to institute new or additional fees, and to change its policies, methods, and procedures with respect to pricing, billing, cancellations, and surcharges. Although Homeland Security Wireless, Inc. expects to provide e-mail or other notice to you prior to increasing the price you pay for the Services, Homeland Security Wireless, Inc. shall not be required to do so before making any of the changes described. You may obtain current pricing information for different service levels, as well as information about policies, methods and procedures with respect to pricing, billing, cancellation and surcharges (i) by calling the Homeland Security Wireless, Inc. customer service number (which is 1-617- 934-0354) as of the date of this Agreement), (ii) through Homeland Security Wireless, Inc.'s Web site, or (iii) by sending e-mail to pbutler@hlswireless.com. Homeland Security Wireless, Inc. may modify the means of accessing rates and billing information in its sole discretion.

5.6 In addition to fees for your subscription to any billable portion of the Services, you agree to pay all sales, use, value-added, personal property or other governmental taxes or levies imposed on fees for the Services or goods or services that you purchase through the Services.

5.7 The term of service is three year, minimum. Billing is adjusted to the first day of each month.

5.8 The fees are based on the first day of every month (pro-rated) for the services for that month, i.e., you pay in advance for the service for that month. Terms of require payment no later than 15 days after the first of the month.

6. No Warranties

6.1. You agree that use of the Services is at your sole risk. You acknowledge that some of the Services may provide access to the Internet, but that the Internet is not owned, operated or managed by Homeland Security Wireless, Inc.

6.2. With respect to information, goods and services provided or accessed on or through the Services or otherwise available on the Internet, Homeland Security Wireless, Inc. (i) has no responsibility or obligation with respect to (and does not endorse) any information, good or service, (ii) makes no warranties whatsoever (express or implied) with regard to any information, good or service (including, without limitation, warranties of accuracy, completeness, usefulness, merchantability, safety or fitness for a particular purpose), (iii) will not be a party to a transaction between you and any other user of the Services and (iv) will not be liable, under any circumstance, for any loss, cost or damage arising directly or indirectly from any act or omission of any person or from any information, good or service; except to the extent the foregoing may not be disclaimed under law. Homeland Security Wireless, Inc. does not assume liability to subscribers or others for any failure to enforce the Guidelines.

6.3. HOMELAND SECURITY WIRELESS, INC. AND ITS SUPPLIERS DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE NOR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SERVICE. HOMELAND SECURITY WIRELESS, INC. DOES NOT GUARANTEE CONNECTIVITY AT ANY TIME, FOR ANY LENGTH OF TIME OR AT ANY SPEED. THE SERVICE AND THE SOFTWARE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES WHATSOEVER (EITHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HOMELAND SECURITY WIRELESS, INC. DOES NOT WARRANT THAT HOMELAND SECURITY WIRELESS, INC. SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY INTERNET SERVICE OR HOMELAND SECURITY WIRELESS, INC. SERVICES IN PARTICULAR. NO ORAL ADVICE OR WRITTEN (INCLUDING ELECTRONIC) INFORMATION PROVIDED BY HOMELAND SECURITY WIRELESS, INC., ITS EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS OR AUTHORIZED USERS WILL NOT CREATE A WARRANTY, NOR SHOULD YOU RELY ON ANY SUCH ADVICE OR INFORMATION.

6.4. UNDER NO CIRCUMSTANCES (INCLUDING NEGLIGENCE AND FUNDAMENTAL BREACH) WILL HOMELAND SECURITY WIRELESS, INC. OR ANYONE ELSE INVOLVED IN PROVIDING THE SERVICES OR SOFTWARE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES FROM OR THROUGH THE USE OF OR INABILITY TO USE THE SERVICE OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. HOMELAND SECURITY WIRELESS, INC.'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE OR THE SERVICE WILL BE REPLACEMENT OF MEDIA CONTAINING THE SOFTWARE THAT HOMELAND SECURITY WIRELESS, INC. DEEMS TO BE DEFECTIVE OR THE TOTAL AMOUNT OF SERVICE FEES PAID BY YOU FOR THE APPLICABLE SERVICE FOR THE PRIOR MONTH,

IF ANY. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. IN JURISDICTIONS WHICH RESTRICT LIMITATION OF LIABILITY PROVISIONS, HOMELAND SECURITY WIRELESS, INC.'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

The HOMELAND SECURITY WIRELESS, INC. Service may not be available in all areas, may not be available at the rates, speeds, or bandwidth generally marketed, and some wireless connections may not qualify for Homeland Security Wireless, Inc. Service even if initial testing showed that your connection was qualified. Homeland Security Wireless, Inc. or its suppliers may, at any time, without notice or liability, restrict the use of Homeland Security Wireless, Inc. Service or limit their time of availability in order to perform maintenance activities and to maintain session control.

7. Indemnification

You agree to indemnify and hold harmless Homeland Security Wireless, Inc. its affiliates and suppliers and their respective officers, directors, employees and agents against any liability, damages or other expenses (including attorneys' fees and costs) arising from your use of the Services (including, without limitation, your dissemination of any information on the Services).

8. Termination

8.1. Homeland Security Wireless, Inc. may terminate your access to the Services and your account at any time, for cause or for no cause, with or without written (including electronic) notice. Upon termination, you will have no right to continue to use the Services or access any stored content on the Services (and any such content will be forfeited). You acknowledge that if an account on the Services is terminated (or if you delete your account from Homeland Security Wireless, Inc.'s central computers), any unread e-mail sent prior to termination (or deletion of your account) may be deleted from the Services.

8.2. You may cancel billing for your Service at any time by calling Homeland Security Wireless, Inc.'s customer service number (which is 1-617-934-0354) for Homeland Security Wireless, Inc. Service as of the date of this Agreement) or by using such other means as Homeland Security Wireless, Inc. may make available from time to time, provided that you will remain liable for any fees to which you have committed at the time of registration. If you are dissatisfied with this Agreement or any terms, policies, or practices of Homeland Security Wireless, Inc. in operating the Services, any content available through the Homeland Security Wireless, Inc. Services, or any change to any of the foregoing, your sole recourse is to cancel your service and uninstall the Software. Deleting your account from Homeland Security Wireless, Inc.'s central computers or removing the Software from your computer will not cancel billing for your service. Activation or set-up fees paid at the initiation of your Homeland Security Wireless, Inc. Service, if any, are not refundable, except during

the thirty (30) day money-back guarantee period.

8.3 Early Termination Fee. Your Homeland Security Wireless, Inc. Service may include a minimum term commitment (three years, see your service plan description). Your minimum term begins on the billing start date as described in the foregoing section titled "Service Ready Date". IN THE EVENT THAT YOU TERMINATE YOUR HOMELAND SECURITY WIRELESS, INC. WIRELESS SERVICE BEFORE SATISFYING THE MINIMUM TERM COMMITMENT UNDER YOUR PLAN, THEN YOU AGREE TO PAY HOMELAND SECURITY WIRELESS, INC. UPON DISCONTINUANCE OF THE SERVICE A TERMINATION FEE AS SET FORTH IN YOUR PLAN DESCRIPTION (THE "EARLY TERMINATION FEE"). In addition to any applicable Early Termination Fee, you will be required to pay the remaining balance of the charges applicable to your Homeland Security Wireless, Inc. Service through the effective date of termination. If you terminate Service at your location, your existing plan may not be carried over to a new location.

8.4 Money Back Guarantee. Homeland Security Wireless, Inc. may provide a thirty (30) day money back guarantee for some of the Homeland Security Wireless, Inc. Services (see your service plan description). If your plan includes a money back guarantee, your thirty (30) day money-back guarantee begins upon the date Homeland Security Wireless, Inc. begins billing you for the Homeland Security Wireless, Inc. Service as described in the previous section. During this thirty (30) day period you may cancel the Homeland Security Wireless, Inc. Service and receive a full refund of the monthly charge you have actually paid to Homeland Security Wireless, Inc. as well as any activation charges paid to Homeland Security Wireless, Inc.; provided, however, in order to receive your refund you must return all Equipment to Homeland Security Wireless, Inc. in good working condition within thirty (30) days of termination. Homeland Security Wireless, Inc. will provide you with a pre-paid mailing label and instructions for the return of your Equipment. In the event you fail to return the Equipment within thirty (30) days, you will be unable to receive your refund. Early termination fees will not apply to Homeland Security Wireless, Inc. Service terminated within the thirty (30) day money-back guarantee period. The thirty (30) day money- back guarantee does not apply to customers who change between monthly, annual, bundled or other Homeland Security Wireless, Inc. Service pricing plans. The money-back guarantee is limited to one per subscriber per address.

8.5 Regulatory Compliance. In the event there is a ruling, regulation, or order issued by a judicial, legislative or regulatory body that causes Homeland Security Wireless, Inc. to believe that this Agreement may be in conflict with such rules, regulations, and orders, Homeland Security Wireless, Inc. may terminate or modify the Homeland Security Wireless, Inc. Services and/or this Agreement immediately without notice.

8.6 Termination of your existing Service. Please contact Homeland Security Wireless, Inc. to find out if disconnecting your current service will result in making changes to any equipment or network setup that you currently own or lease. Changes are solely at your expense.

9. Miscellaneous

9.1. The failure of either you or Homeland Security Wireless, Inc. to insist upon or enforce strict performance by the other of any provision of the Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between you and Homeland Security Wireless, Inc. nor trade practice will act to modify any provision of the Agreement.

9.2. If any provision of this Agreement is held to be unenforceable for any reason, that provision will be reformed only to the extent necessary to affect the original intentions of the parties, and the remainder of this Agreement will remain in full force and effect.

9.3. This Agreement and its enforcement will be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to conflicts-of-law principles. You consent to the exclusive jurisdiction of the state and federal courts situated in the Commonwealth of Massachusetts in connection with any action arising under this Agreement or relating to the Services or Software, and to having any judgment or order from such jurisdiction recognized in any other court, tribunal or other governmental body in order to have the same enforced against you. Any cause of action brought by or on behalf of you with respect to this Agreement, the Services or Software must be commenced within one year after the claim or cause of action arose.

9.4. For the purposes of this Agreement, references to including shall mean "including, without limitation," unless such language is already set forth.