

APTECH SERVICE AGREEMENT

This Service Agreement (together with any Annexes, Quotations and/or exhibits if any, attached hereto (the 'Service Exhibits"), collectively, the 'Agreement") is entered into by and between APTECH and the customer identified below ("Customer," and together with APTECH, "the Parties"). This Agreement shall govern services provided by APTECH in accordance with, and pursuant to, one or more APTECH Service Orders ("SO" or "SOs") executed by the Parties ("Services").

Customer Name:

Address:

Address2:

City: _____ **State:** FL **ZIP:** _____

Billing Contact: _____

Company Billing Name: _____

Billing Contact Phone: _____

BY SIGNING THIS AGREEMENT THE CUSTOMER ACKNOWLEDGES AND AGREES: (i) TO ABIDE BY THE TERMS OF THIS AGREEMENT; AND (ii) THAT THE PERSON SIGNING BELOW HAS THE AUTHORITY TO BIND THE ABOVE NAMED CUSTOMER TO THIS AGREEMENT.

SERVICE(s):

TERM:

Monthly Recurring Charge (MRC):

TERMINATION: Case of early termination of this agreement, 100% of any remaining Service Charges for the remaining months of the Service Term plus all past due balances due under the Agreement and any charges of a third party provider providing any portion of the Services.

AGREED AND ACCEPTED:

APTECH SIGNATURE AND DATE

CUSTOMER SIGNATURE AND DATE

PRINT NAME AND TITLE

PRINT COMPANY NAME, CUSTOMER NAME AND TITLE

*Please put your initials in every page of the Agreement, sign it and fax it back to 305-479-2924

1. SERVICES

a. Customer acknowledges and agrees that the Services may be offered by APTECH or a third party and are subject to (i) compliance with all applicable laws and regulations; (ii) obtaining any domestic or foreign approvals and authorizations required or advisable; (it) continued availability of any of the Services in any jurisdiction, country or to any location; and (iv) continued availability of access lines in any particular jurisdiction, country or location. Customer acknowledges and agrees that APTECH may elect not to offer the Services in or to any particular jurisdiction, location or country, or may block Services to or from any particular jurisdiction, location or country if APTECH determines, in its sole discretion, that the continuation of such Service is not permitted or advisable.

b. APTECH's provision of the Services to Customer and the availability of the pricing, as set forth in the applicable SO, are subject to availability on any required facilities.

c. APTECH will provide the Services or cause the Services to be provided directly to Customer in accordance with this Agreement, any Service Exhibits attached hereto, and any Service Order entered into by the Parties. If for any reason APTECH does not provide some portion of the Services itself, Customer hereby authorizes APTECH to act as Customer's agent and sole contact with any third party which APTECH may designate in its sole discretion to provide any portion of the Services directly to Customer. In such an event, APTECH will present to Customer consolidated invoices for all portions of the Services and remit such payments as are appropriate to any other entity providing any portion of the Services. Customer agrees to direct all inquiries, issues and disputes regarding the Services solely to APTECH. This Agreement applies only to Services provided to Customer, and shall not apply 10 offerings by Customer of services to end users. The provision of Services by APTECH as set forth in this Agreement does not constitute a joint undertaking with Customer for the furnishing of any service or capacity to end users. APTECH does not undertake in this Agreement to make APTECH'S Services available to any person or entity other than Customer.

2. EQUIPMENT AND FACILITIES. In the event Customer's use of the Services requires APTECH to provide certain equipment, such equipment will be specified in the APTECH Quotation that is part of this agreement, such equipment(s) must be returned in case of Termination of this Agreement. APTECH will install certain facilities necessary for the Services, including but not limited to cable, wiring, conduit, racks, telecommunications equipment, electronic equipment, and any associated hardware (collectively, "APTECH Facilities") at the premises identified on each Order (the "Premises"). Notwithstanding the foregoing, Customer shall be responsible of all inside wiring installation and related costs required to provide Services to the Customer. Customer hereby grants APTECH the right to enter the Premises from time to time for installation, repair and/or maintenance, as requested by APTECH. If the property on which the Premises is located is owned by a third party, this Agreement shall be expressly contingent upon APTECH's ability to secure a right of entry onto said property to provide the Services. Customer agrees to assist APTECH in obtaining the right to install the APTECH Facilities on any Premises owned by a third party. Customer will promptly notify APTECH or any known or threatened damage to APTECH

Facilities. Customer will not relocate, repair, or disturb APTECH Facilities without APTECH's prior written consent.

3. INSTALLATION. APTECH will notify Customer upon completion of installation or the Services and will request Customer's participation in promptly testing the Services. Customer may elect to participate with APTECH in testing the Services. The Services will commence upon completion of APTECH's testing of the Services (with or without Customer's participation) or two (2) business days after APTECH's installation or the Service and five (5) business days after APTECH's installation of the Service in the case of Internet access services, and such date shall hereinafter be referred to as the "**Service Commencement Date**"; provided, however, that any commercial use of the Service by Customer shall accelerate the Service Commencement Date to such date of usage. Actions by Customer that unreasonably prevent or delay installation or testing shall not be construed to create a Default by APTECH or give rise to any SLA credits.

4. TERM. The initial service term of commitment (the "Initial Term") shall commence on the date of the last signature set forth above and shall extend three () years and together with any Renewal Term, shall comprise the "Service Term". After expiration of the Initial Term, the Agreement shall automatically, successively renew for renewal terms "Renewal Terms" of one (1) year, unless either party gives written notice at least thirty (30) days prior to the expiration of the Initial Term, or the then current Renewal Term. In the event that the Service Term expires while Service is still being provided under any SO, the Service Term shall automatically be deemed extended for the duration of the provision of such Service, but during such extension Customer shall not be entitled to submit new SOs, or extend the term of any existing SOs without the prior written consent of APTECH.

5. PAYMENT. Customer agrees to pay all usage based billing along with any monthly recurring charges ("MRCs"), Non Recurring Charges ("NRCs") and Monthly Volume Commitment ("MVC") set forth in each SO (collectively, "Service Charges"). Customer shall be responsible for and agrees to pay all applicable federal, state and local taxes, fees, assessments, surcharges or additional charges imposed by any regulatory or quasi-regulatory authority. Customer and Provider shall cooperate in taking all reasonable actions necessary to minimize, or to qualify for exemptions from, any such taxes, duties or liabilities, including the furnishing of the universal service waiver form attached as Addendum A. The MRC5 will accrue beginning on the Service Commencement Date (or such earlier date as the Customer and APTECH may agree upon in writing), and will be billed monthly in advance. The NRCs will be billed in the first invoice as a nonrecurring fee. The MVC will be billed each month that a short fall exists between the actual usage billed and the MVC agreed to in each SO. Payments shall be made by electronic transfer as mutually agreed, and are due no more than thirty (30) days after the date of the invoice. Interest will accrue on past-due balances at one and one-quarter percent (1.25%) per month. If Services are discontinued as a result of nonpayment of fees and subsequently reconnected, Customer will be required to pay a reconnection fee in addition to applicable interest. Customer shall provide APTECH with credit information as requested, and delivery of Service is subject to APTECH's credit approval in its sole discretion. APTECH may require Customer to make an advance payment of one (1) month's MRCs before Service is provided. As a condition to APTECH's acceptance of any SO or as a condition to APTECH's continuation of Service, APTECH may, at any time, also require Customer to provide: (i) a cash deposit, or (ii) another form of payment assurance acceptable to APTECH (e.g., a letter of credit). At

such time as the provision of Service to Customer is terminated, the balance of any cash deposit (not otherwise credited against any amounts owed to APTECH) will be refunded, together with any interest on such cash deposit at the prevailing rate required by law.

6. BILLING DISPUTES. All Bona Fide Disputes (as defined below) along with complete documentation must be submitted In writing together with payment of all amounts due or, alternatively, if Customer has already paid Its invoice, Customer shall have sixty (60) calendar days from Invoice date to give notice of a Bona Fide Dispute regarding such invoice, and documentation thereof, otherwise such invoice will be deemed correct. Notification and complete documentation of a Bona ride Dispute must be sent to: APTECH, 8180 NW 36TH St. Suite 110, Miami, FL 33166, Attn: ACCOUNTS RECEIVABLE.

An amount will not be considered "in dispute" until Customer has provided APTECH with written notification and complete documentation of the Bona Fide Dispute, and the parties will promptly address and attempt to resolve the claim. APTECH may, in good faith and in its sole discretion, request additional supporting documentation or reject Customer's Bona Fide Dispute as inadequate. If APTECH rejects such Bona Fide Dispute, APTECH will so notify Customer. If APTECH determines that the Customer is entitled to credits or adjustments for Service outages pursuant to provisions of applicable Service Exhibits then APTECH will credit Customer's invoice for such amount on the next appropriate billing cycle. As used herein, a "Bona Fide Dispute" means a good faith assertion of a right, claim, billing adjustment or credit which Customer reasonably believes it is entitled to under the Agreement. A Bona Fide Dispute shall not include actual calls made by Customer or unauthorized third parties (e.g., fraudulent calls).

7. SUPPORT AND MAINTENANCE. APTECH will provide support and maintenance to Customer in accordance with the Support and Maintenance Terms ("SLA(s)") set forth in the applicable Service Exhibit(s) related to each specific Service (which may be amended from time to time). SLA credits due to Customer shall first be deducted from any past due amount owed APTECH. Application of credits by APTECH shall not waive Customer's obligation to pay any remaining balances or future amounts.

8. WARRANTY AND LIMITATIONS, a. APTECH warrants that the Services will meet the specifications set forth in the SO. If the Services fail to meet such specifications, APTECH will provide support and maintenance to Customer in accordance with each SLA. Each SLA will be effective on the first day of the month following the Service Commencement Date. b. THE CREDIT CALCULATIONS SET FORTH IN THE SLA SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY BREACH BY APTECH OF A WARRANTY CONTAINED HEREIN OR ANY INTERRUPTION OR FAILURE OF THE SERVICES TO MEET THE SPECIFICATIONS, THE TOTAL AMOUNT OF CREDIT THAT WILL RE EXTENDED TO CUSTOMER AS A RESULT OF APTECH'S FAILURE TO MEET AN SLA SHALL BE LIMITED TO 100% OF ONE (1) MONTH'S MRCs FOR ANY SINGLE MONTHLY BILLING PERIOD. c. EXCEPT AS SET FORTH IN THIS SECTIONS, APTECH MAKES NO WARRANTIES REGARDING THE SERVICES, FACILITIES OR EQUIPMENT PROVIDED HEREUNDER, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NONINERINGMENT, ARE EXPRESSLY DISCLAIMED.

9. LIMITATION OF LIABILITY. THE LIABILITY OF APTECH (OR ANY OTHER SERVICE PROVIDER FURNISHING ANY PORTION OF THE SERVICES) FOR ANY INTERRUPTION OR FAILURE OF ANY SERVICES FURNISHED PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO CREDITS DESCRIBED IN SECTION 8(b) ABOVE, AND IN NO EVENT SHALL APTECH'S LIABILITY FOR ANY CLAIM, LOSS OR EXPENSE UNDER THIS AGREEMENT EXCEED THE SUMS ACTUALLY PAID TO APTECH FOR THE SERVICES GIVING RISE TO SUCH CLAIM, LOSS OR EXPENSE.

NO ACTION OR PROCEEDING AGAINST APTECH SHALL BE COMMENCED MORE THAN ONE YEAR AFTER THE SERVICE IS RENDERED. APTECH SHALL NOT BE LIABLE FOR ANY INTERRUPTION CAUSED BY ANY ACT OR OMISSION OF ANY OTHER SERVICE PROVIDER FURNISHING ANY PORTION OF THE SERVICES. APTECH SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES DUE TO THE FAULT OR NEGLIGENCE OF CUSTOMER, CUSTOMER'S FAILURE TO FULFILL ITS OBLIGATIONS, OR DUE TO THE FAILURE OR MALFUNCTION OF CUSTOMER'S PROVIDED EQUIPMENT OR FACILITIES. APTECH SHALL NOT BE LIABLE FOR ANY DAMAGE TO CUSTOMER'S PREMISES UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF APTECH'S AGENTS OR EMPLOYEES.

NEITHER APTECH NOR ANY OTHER SERVICE PROVIDER FURNISHING ANY PORTION OF THE SERVICES SHALL BE LIABLE OR RESPONSIBLE FOR AND FRAUDULENT OR UNAUTHORIZED CALLS ORIGINATING FROM CUSTOMER'S PREMISES OR THE SERVICES, OR FOR ANY ERRORS OR OMISSIONS OF DIRECTORY US11NGS. IN NO EVENT SHALL EITHER PARTY, OR ANY OF APTECH'S SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED (INCLUDING NEGLIGENCE OR TORT) ARISING OF THIS AGREEMENT, OR ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED HEREUNDER, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, CUSTOMER AGREES THAT THE AMOUNTS PAYABLE HEREUNDER BY CUSTOMER ARE BASED IN PART UPON THESE LIMITATIONS, AND FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY DESPITE ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CUSTOMER OBLIGATION TO PAY NRCS AND MACS, OR EARLY TERMINATION CHARGES CONSTITUTES THE PAYMENT OF CONTRACT OBLIGATIONS OR DIRECT DAMAGES AND IS NOT AFFECTED BY THE LIMITATION IN THIS SECTION. FOR THE AVOIDANCE

OF DOUBT, BOTH PARTIES ACKNOWLEDGE AND AGREE THAT ALL THIRD' PARTY DAMAGES FOR WHICH THE OTHER PARTY HAS AN INDEMNITY OBLIGATION UNDER THIS AGREEMENT ARE DIRECT DAMAGES OF THE INDEMNIFIED PARTY FOR PURPOSES OF THIS SECTION.

10. TERMINATION. If either party defaults in the performance of any material provision of this Agreement then the non' defaulting party may seek any and all remedies available at law and/or equity, except to the extent any such remedy is specifically limited or prohibited by this Agreement, and may give written notice to the defaulting party that if the default is not cured within ten (10) days (in the case of a payment default by Customer) or thirty (30) days (in the case of a non-monetary, default by either party) the Agreement will be terminated. If the non-defaulting party gives such notice and the default is not cured during the applicable cure period, then the Agreement shall automatically terminate at the end of that period. APTECH may suspend the Services between such time that Customer receives a notice of monetary default and such time that Customer cures said default. If APTECH terminates this Agreement as a result of any uncured default of the Customer or ii Customer terminates Service in a

manner not permitted hereunder, Customer shall pay, as liquidated damages and not as a penalty, the sum of the following: (i) 100% of any remaining Service Charges for the remaining months of the Service Term plus (ii) all past due balances due under the Agreement and any charges of a third party provider providing any portion of the Services.

11. RESTRICTIONS ON USE. Customer agrees that it shall abide by APTECH's Acceptable Use Policy, as may be periodically revised by APTECH. Notwithstanding any contrary provision herein, APTECH reserves the right to suspend Service or terminate this Agreement without notice, written or otherwise (I) anytime APTECH has the right to terminate the Agreement; (ii) whenever required to protect APTECH's network or facilities; and/or (iii) whenever the Service is used for resell de Service, Telemarketing or illegal purposes or otherwise in violation of APTECH's Acceptable Use Policy. APTECH shall not provide Internet access or Phone Services to Customer until Customer has executed APTECH's Acceptable Use Policy. If, nonetheless, APTECH accepts an order for Internet access Services before the Customer has executed APTECH's Acceptable Use Policy, then APTECH shall have the right to immediately suspend or terminate such Internet Access and/or Phone Services.

12. INDEMNIFICATION, Customer agrees to indemnify and hold harmless APTECH, us parent, their affiliates and their officers, agents, employees, contractors, subcontractors, suppliers, Invitees and representatives (APTECH Entities"), from and against any and all third party claims of loss, damages, liability, cost and expenses (including reasonable attorneys' fees and expenses) to the extent any such claim is asserted against the APTECH Entities, directly or indirectly, by reason of or resulting from any Customer failure to perform an obligation under this Agreement or any action or inaction of Customer or its employees or agents that is illegal or constitutes negligence or intentional misconduct. In addition, Customer agrees to Indemnify APTECH Entities from any and all third party claims of damages, liability, costs and expenses (including reasonable attorneys' fees and expenses) arising from use of Services by Customer or its end users and or any violation of APTECH's Acceptable Use Policy, regardless of whether done with intent or knowledge.

13. FORCE MAJEURE. APTECH's ability to provide the Services may be impeded by events or actions outside of APTECH's reasonable control, including, without limitation, acts of God, floods, fires, hurricanes, tornados, earthquakes, electrical thunderstorms, electrical spikes, electrical interruptions, acts of war or terrorism, fiber cuts, prohibitions by law, labor actions, failure of third-party suppliers, criminal and unlawful acts of third parties, changes in applicable laws and regulations, or any similar actions or events ("Force Majeure"). APTECH shall not be responsible to Customer for any failure to provide the Services due to a Force Majeure, Customer shall not be liable for Service Charges during any Force Majeure period in which APTECH is unable to provide Services.

14. NOTICES. Notices required by this Agreement shall be made in writing and delivered by hand delivery or the USPS addressed to the addresses set forth on the SO, postage or delivery charges pre-paid. Notice shall be deemed given upon delivery, if delivered by hand; four (4) business days after being deposited in the U.S. Mail as first-class; or one (1) business day after depositing with a nationally recognized overnight delivery service.

15. ASSIGNMENT. This Agreement shall be binding upon the parties and their respective successors and assigns. Customer shall not assign or otherwise transfer Its rights hereunder or any interest herein without the prior written consent of APTECH, which consent shall not be unreasonably withheld; provided, however, nothing in this paragraph shall preclude APTECH from conducting a credit review of any proposed assignee Using non-discriminatory creditworthiness criteria.

16. THIRD PARTY BENEFICIARIES. Except as set forth in Sections 1 and 10 herein, this Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to or standard of care with reference to or any liability to, or any benefit for, any Person not a Party to this Agreement.

17. ARBITRATION/GOVERNING LAW/ WAIVER OF JURY TRIAL. All claims arising out of this Agreement shall be resolved by arbitration in accordance with rules mutually agreed upon between the Parties. The arbitrator shall not be authorized to award punitive damages or other damages limited hereunder. The arbitration will be held in Miami, FL. Notwithstanding the foregoing, claims for preliminary injunctive relief may be brought in a state or federal court in the United States as set forth below. If either party notifies the other that it intends to request an arbitration proceeding, Customer shall promptly place all disputed and withheld amounts, if any, on an on-going basis with an independent third party escrow agent designated by APTECH, pursuant to a mutually agreeable escrow agreement. APTECH reserves the right to suspend provisioning of the Services or terminate the Agreement pursuant to Section 10 if Customer fails to comply with the above escrow obligation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to its conflict of law principles. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of Florida. Proceedings shall take place in the Circuit Court for Dade County or Palm Beach County, Florida, the United States District court for the Southern District of Florida, or such other Florida location or forum all at APTECH's election. IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

16. ATTORNEYS' FEES. In the event of any arbitration or other legal action filed in relation to this Agreement, the prevailing party shall be entitled to recover from the non- prevailing party reasonable attorney fees end reasonable court or arbitration costs.

17. REGULATORY CHANGES. In the event of any change in applicable laws, regulations, decisions, rules or orders issued by the Federal Communications Commission, a state Public Utility or Service Commission, a court of competent jurisdiction or other governmental or quasi-governmental entity (a 'Regulatory Requirement') that materially increases the costs of Services provided by APTECH, APTECH reserves the right to pass any such increased costs through to Customer as a rate increase. APTECH shall provide written notice of any such rate change no less than thirty (30) days prior to such rate change. It any Regulatory Requirement has the effect of canceling, changing or superseding any material term with respect to the delivery of Services (other than changes which are the subject of a rate increase as

described in the foregoing sentence), then this Agreement will be deemed modified in such a way as the parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement. If the parties cannot agree to modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then either party may terminate this Agreement and/or any SO impacted by the Regulatory Requirement effective as of the date of such party's written notice to the other party.

18. NON-DISCLOSURE; CPNI.

a. The provisions of this Agreement (including, but not limited to, pricing) are considered proprietary and confidential by the parties hereto, and as such are not to be released to third parties except as may be required by law or as may be necessary to permit APTECH to perform its obligations hereunder. No Party, without the other Party's specific prior written consent, shall disclose to any third party any information supplied to it by the other which has been designated as CONFIDENTIAL or PROPRIETARY or PRIVATE ("Proprietary Information") to the extent such information: (i) is not otherwise generally available to the public, (ii) has not been independently developed by the receiving Party, or (iii) has not previously been known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions. Proprietary Information shall only be disclosed to those of its employees, affiliates, and representatives (collectively, Representatives") who have a need for it in connection with the use or provision of Services required to fulfill this Agreement. Prior to disclosing Proprietary Information to its Representatives, the disclosing Party shall notify such Representative(s) of their obligation to comply with this Agreement. If a receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure to enable the disclosing Party the opportunity to seek appropriate protective relief.

b. In the course of providing Service to Customer, APTECH will obtain and possess certain usage-related information about the quantity and type of the telecommunications services Customer uses ("CPNI"). Under federal law, Customer has the right, and APTECH has the duty, to protect the confidentiality of Customer's CPNI. APTECH agrees to protect the confidentiality of Customer's CPNI during the term hereof, or for such longer period as may be required under applicable law. APTECH may use, disclose, and share CPNI for the purpose of provisioning the Services purchased under this Agreement and as permitted by law. APTECH may use and share CPNI for the purpose of marketing communications-related products and services to Customer as set forth in APTECH'S CPNI Opt-In Notice. APTECH reserves the right to intercept and disclose any transmissions over APTECH'S Facilities to protect its rights or property or pursuant to court order or subpoena.

19. MISCELLANEOUS. This Agreement, along with all SOs, Quotations and any amendments signed by both parties, as well as any applicable Tariff(s), shall constitute the parties' entire understanding related to the subject matter hereof and shall supersede all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein, and references herein to this "Agreement" include all such terms forming the Parties' understanding. In case of conflict between or among documents attached to or forming a part of this Agreement, the following order of precedence shall apply:

The terms set forth herein shall control over any Quotation or SO, and any specific information in a SO shall prevail over any Quotation as to that Service with respect to price, SO Term, Service locations and other Service-specific terms contained in the SO. The terms of any Customer purchase order shall have no bearing on this Agreement. The terms of this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any third party. Any provision that is prohibited in any jurisdiction shall, as to each jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereto or affecting the validity of such provisions in any other jurisdiction. The failure of either party to enforce any right available to it with respect to any breach or failure by either party shall not be construed to be a waiver of such right with respect to any other breach or failure. Customer warrants that it has the right and authority to enter into and perform its obligations under this Agreement.

ALL TERMS OF THIS AGREEMENT, INCLUDING PRICING, ARE CONFIDENTIAL AND PROPRIETARY INFORMATION OF APTECH.