

Limited Warranty

Customer understands and agrees the security measures contracted for and furnished by @YourNET Connection, Inc. ("ISP") to Customer are substantially a deterrent to most internet users and under no circumstance does ISP, in any manner, guarantee one-hundred percent (100%) safeguard against intrusion, sinister attacks, or any other malicious behavior caused by any third party.

ISP warrants that it will properly setup Customer's security utilizing specifications provided to ISP by Customer on Exhibit "A" attached hereto for as long as ISP provides the security service to Customer under this agreement. Customer agrees to notify ISP immediately with any changes to Customer's specifications and ISP agrees to implement such changes as quickly as reasonably possible, but usually no longer than within twenty-four (24) hours.

ISP warrants the Software furnished to ISP by its vendor substantially conforms to its published specifications, a copy of which may be furnished to Customer upon request. Except as expressly granted in this Agreement, the Security Service is provided to Customer **AS IS**. This limited warranty extends only to Customer as the original licensee. Customer's sole and exclusive remedy and the entire liability of YourNET Connection under this limited warranty will be the termination of this agreement and any monies paid to ISP in advance of service.

Disclaimer

EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

IN NO EVENT WILL ISP BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SECURITY SERVICE EVEN IF ISP OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall ISP's liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer for services in advance of performance of such service. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.