

Millennium Park Living, Inc
Commercial Internet Service User Agreement

I voluntarily apply to use the Internet service (the “**Internet Service**”) provided by Millennium Park Living, Inc. (the “**Landlord**”) at the property commonly known as 151 – 155 North Michigan Avenue, Chicago, Illinois 60601 (the “**Building**”). This agreement, made between Landlord and the above named User is for Internet Services to be used in the Premises (as hereinafter defined) and for no other purpose. Landlord and User agree that the Internet Services provided pursuant to this Agreement are to be used in conjunction with Tenant’s enjoyment of the real property pursuant to the lease between Landlord and User (the “**Lease**”). **User understands and agrees that the instant Agreement is an agreement separate and distinct from the Lease. Any rights afforded User pursuant to the terms hereof shall not create any additional rights under the Lease. User further understands and agrees that the inability, or failure, of Landlord or any third party providing services hereunder shall create no right of setoff or claim against Landlord. Nor shall any such inability or failure extinguish any obligation of User to pay rent or perform any other covenant under the Lease.**

A) Description of Service. The Premises shall be provided with an Ethernet type connection (the “**Service**”) with no warranty or guarantee of operational speed. Provision of the Service is subject to the availability and the operational limitations of the internet service carrier. User understands and agrees that temporary interruptions of the Service may occur as normal events in the provision of the Service and that neither Landlord nor Supernova Networks, Inc. (“**Supernova**”) are liable for such interruptions. You further understand and agree that both Landlord and Supernova have no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of both Landlord and Supernova. User will be supplied one local IP address through a dynamic host configuration protocol (“**DHCP**”) service. Any use of a switch or hub may result in suspension or termination of the Service if such device creates a network problem with other tenants using the Service. Landlord reserves the right to prohibit any additional simultaneous connections. This policy does not prohibit multiple PC’s from connecting to the Internet over the same network connection using user supplied equipment such as a router or firewall.

B) Term and Payment. The term of this Agreement shall commence after installation and continue on a month to month basis until the earlier to occur of (a) the expiration date of the Lease for the Premises and (b) the effective date of any termination of this Agreement as provided below. Landlord hereby agrees to provide User with the Service at the Premises for the term of the Lease. The Service will be billed to User on a monthly basis in the monthly amount based on services. Should any monthly payment not be paid by User by the 6th of any month, the Service will be disconnected, without notice, as of 12:00 AM on such 6th day. Termination of the Lease shall constitute termination of this Agreement with no further notice required.

C) Fees. There is no installation or initial setup fees to turn on seethe Service. If there is a violation of Activity (as defined below) and the Service is disabled there will be a \$35 reactivation fee. Payment of such fee will be necessary before Service will be turned back on. **All charges, costs and fees for which User may be liable pursuant to the terms hereof shall be deemed Additional Rent under the Lease.**

D) Equipment & Software. Landlord shall have no obligation to provide any equipment related to the Service. User must provide all such equipment, devices and software necessary to receive the Service. Due to the infinite number of possible combinations of hardware and software, User is responsible for the compatibility of its system with the Service. User shall provide Landlord with service information and documentation for trouble reporting.

E) Prohibited Activities. User will not use the Service for any illegal or improper purpose as set forth below (each being a prohibited "Activity") including, but not being limited to:

- (a) upload/download, post, email, transmit or otherwise make available any Content (as defined below) that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) producing, receiving, reviewing, duplicating, or disseminating any material that may be harmful to minors in any way;
- (c) impersonating any person or entity, including but not limited to a forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (d) forging headers or otherwise manipulating identifiers in order to disguise the origin of any Content transmitted through the Service;
- (e) uploading/downloading, posting, emailing, transmitting or otherwise making available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (f) uploading/downloading, posting, emailing, transmitting or otherwise making available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- (g) uploading/downloading, posting, emailing, transmitting or otherwise making available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
- (h) uploading/downloading, posting, emailing, transmitting or otherwise making available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (i) disrupting the normal flow of dialogue, causing a screen to "scroll" faster than other users of the Service are able to type, or otherwise acting in a manner that negatively affects other users' ability to engage in real time exchanges;
- (j) interfering with or disrupting the Service or servers or networks connected to the Service, or disobeying any requirements, procedures, policies or regulations of networks connected to the Service;
- (k) intentionally or unintentionally violating any applicable local, state, national or international law, including but not limited to regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- (l) "stalking" or otherwise harassing another;
- (m) collecting or storing personal data about other users; or
- (n) sending unsolicited commercial communications.

Use of any P2P music or video downloading software or software and associated ports are not allowed.

Violations of any of the above prohibited activities may result in termination of the Service. Supernova and Landlord reserve the right to block any application or use of any internet service that limits usage or speed of connectivity for other tenants. User may not use the Service in any manner that is inconsistent with intended uses.

F) Attempts to Break Security. You understand and agree that any attempt to break security or to access any of Landlord's routing or switching equipment will be considered a material breach of this Agreement, and such breach may result in termination of the Service and possibly referral to law enforcement authorities. Unauthorized access to the Service, restricted portions of the Service or the computer facilities used to deliver the Service is a breach of this Agreement whether or not such activities are a violation of law. Further, you are required to take adequate security measures to prohibit others from unauthorized access to or use of the Service, and you must take prompt remedial measures upon notice of

breaches or potential breaches of security. Failure to secure the provided connection will result in suspension of the Service and make User subject to the reactivation fee. User shall be liable for any damages to Landlord's equipment, facility, or system caused by: (a) the negligent or willful acts or omissions of User, or (b) the malfunction or failure of any equipment or facility provided by User or its agents, employees or suppliers.

G) Assumption of Risk. User understands that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (collectively, "**Content**"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such content originated. User is entirely responsible for all content uploaded, downloaded, posted, emailed, transmitted or otherwise made available via the Service. Landlord and Supernova do not control any of the Content available via the Service and do not guarantee the accuracy, integrity or quality of such Content. User understands that by using the Service, User may be exposed to Content that is offensive, indecent or objectionable; and User may be exposing others to Content that others find objectionable. Neither Landlord nor Supernova shall be liable in any way for any Content, including but not limited to, any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed, transmitted or otherwise made available via the Service.

H) No Warranties. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LANDLORD EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; (b) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL; and (c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LANDLORD OR SUPERNOVA OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS INTERNET SERVICE USER AGREEMENT.

I) Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER LANDLORD NOR SUPERNOVA WILL BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES (WHETHER INTANGIBLE OR OTHERWISE AND EVEN IF LANDLORD OR SUPERNOVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE OR SOFTWARE; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE (e) FAILURE TO INSURE THE COMPATIBILITY OF USER'S SYSTEM (I.E., THE EQUIPMENT, DEVICES, AND SOFTWARE THAT USER PROVIDES TO RECEIVE THE SERVICE) WITH THE SERVICE OR (f) ANY OTHER MATTER RELATING TO THE SERVICE.

J) Termination. Landlord reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Service (or any function or feature of the Service or any part thereof) with or without notice. User agrees that Landlord and Supernova will not be liable to User or to any third party for any such modification, suspension or discontinuance of the Service.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain unimpaired and in effect.

User agrees that it shall not be necessary for Landlord to countersign this Agreement in order for it to have full force and effect.

User may terminate this Agreement at any time upon one month's written notice to Landlord.

Millennium Park Living, Inc.
Commercial Phone Service Lease

I hereby apply to lease the phone services (the “**Phone Service**”) provided by Millennium Park Living, Inc. (the “**Landlord**”) at the property commonly known as 151 – 155 North Michigan Avenue, Chicago, Illinois 60601 (the “**Building**”). This agreement, made between Landlord and the above named User is for Internet Services to be used in the Premises (as hereinafter defined) and for no other purpose. User understands and agrees that the inability, or failure, of Landlord or any third party providing Phone Service hereunder shall create no right of setoff or claim against Landlord, nor shall any such inability or failure extinguish any obligation of User to pay rent, or perform any other covenant or obligation under the Lease.

A) Description of Service. The Premises shall be provided with a single analog phone per line. Provisioning of the Phone Service is subject to the availability and the operational limitations of the Phone Service carrier. User understands and agrees that temporary interruptions of the Phone Service may occur as normal events in the provision of the Service and that neither Landlord nor Supernova Networks, Inc. (“Supernova”) are liable for such interruptions. User further understands and agrees that both Landlord and Supernova have no control over third party phone networks that may be required for access for use of the Phone Service. and that delays and disruptions of other telecommunication transmissions are beyond the control of any party to this Agreement. Any use of additional analog phones is at the discretion of the User and is at its sole responsibility to provide additional analog devices and is dependent upon the wiring structure of the Premises.

B) Term. The term of this Agreement shall commence after installation and continue until the expiration date of the Lease. Landlord hereby rents to User Phone Services in the Premises for the remaining term of the Lease. The Service will be billed to User on a monthly basis in the monthly amount based on services. Should any monthly payment not be paid by User by the 6th of any month, the Service will be disconnected, without notice, as of 12:00 AM on such 6th day. Termination of the Lease shall constitute termination of this Agreement with no further notice required.

C) Prohibited Activities. User will not use the Phone Service for any illegal or improper purpose including, but not limited to:

- (a) disrupting the normal use of the Service, or acting in a manner that negatively affects other users' ability to engage in service;
- (b) interfering with or disrupting the Service or phones or phone networks connected to the Service, or disobeying any requirements, procedures, policies or regulations of phone networks connected to the Service; or
- (c) intentionally or unintentionally violating any applicable local, state, national or international law.

User may not use the Service in any manner that is inconsistent with intended uses.

D) Attempts to Access Equipment. User understands and agrees that any attempt to break security or to access any of Landlord’s phone equipment or software will be considered a material breach of this Lease, and such breach may result in termination of the Service and possibly referral to law enforcement authorities. Unauthorized access to the Service, restricted portions of the Service or the phone facilities used to deliver the Service is a breach of this Agreement whether or not such activities are a violation of law. Further, User is required to take adequate security measures to prohibit others from unauthorized access or use of the Service, and must take prompt remedial measures upon notice of breaches or potential breaches of security. Failure to secure the provided connection will result in suspension of the Service and make User subject to the reactivation fee. User shall be liable for any damages to Landlord’s equipment, facility, and system caused by: (a) the negligent or willful acts of User or (b) the malfunction or failure of any equipment or facility provided by User or its agents, employees or suppliers.

E) Assumption of Risk. User understands that all information, messages or communication (collectively, “**Content**”), privately transmitted, are the sole responsibility of the person from which such content originated. User is entirely responsible for all content transmitted or otherwise made available via the Phone Service. Landlord and Supernova shall not be liable in any way for any Content, including but not limited to, any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of the use of any Content available via the Phone Service.

F) No Warranties. USER EXPRESSLY UNDERSTANDS AND AGREES THAT: (a) ITS USE OF THE SERVICE IS AT USER’S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LANDLORD EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. (b) ANY CONTENT RECEIVED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SOFTWARE IS DONE AT USER’S OWN DISCRETION AND RISK AND USER WILL BE SOLELY RESPONSIBLE FOR ANY CONTENT OR LOSS THAT RESULTS FROM THE USE OF SERVICE. (c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM LANDLORD OR SUPERNOVA OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS INTERNET SERVICE USER AGREEMENT.

G) Limitation of Liability. USER EXPRESSLY UNDERSTANDS AND AGREES THAT NEITHER LANDLORD NOR SUPERNOVA WILL BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LANDLORD OR SUPERNOVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE OR SOFTWARE; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF USERS TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE (e) FAILURE TO INSURE THE COMPATIBILITY OF USER’S SYSTEM (I.E., THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE OR (f) ANY OTHER MATTER RELATING TO THE SERVICE.

H) Termination. Landlord reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Phone Service (or any function or feature of the Service or any part thereof) with 30 Day notice. User agrees that Landlord and Supernova will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Phone Service.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable the remainder of this Agreement shall nevertheless remain unimpaired and in effect.

User agrees to a commitment of Phone Service thru the end of the Lease.

User agrees that it shall not be necessary for Landlord to countersign this Agreement in order for it to have full force and effect.