PLATO



PLATO® SERVICE OFFERING



BUSINESS REPLY MAIL

FIRST CLASS PERMIT NO 4616 McLEAN, VA.

POSTAGE WILL BE PAID BY ADDRESSEE:

Plato Homelink[™] Offer P.O. Box 1305 McLean, Virginia 22102-1305 NO POSTAGE NECESSARY IF MAILED IN THE JNITED STATES

PLATO® HOMELINK™ SERVICES AGREEMENT

This Agreement, and any Operating Rules published over the Service, from time to time, constitute the entire Agreement for the PLATO Homelink Services (the Service) and supercede all prior statements, communications, and documents.

- 1. SERVICE: The Service consists of the use of instructional material, data, software, and data bases as made available from time to time by Control Data.
- 2. TERM: The term of this Agreement is one year automatically renewable upon paying an annual fee.
- 3. CHARGES: You agree to pay for actual usage of the Services under your access code and any taxes levied on the Service. The charges will be billed to the charge card number you provide.
- 4. CHANGES: Upon notice published over the Service, we may modify these Terms, Operating Rules, or the Service. The changes may include price changes, calculation of usage, or discontinuance of parts of the Service.
- 5. WARRANTY, WARRANTY DISCLAIMER: The Service is provided on an "as is, as available" basis. OTHER THAN THE WARRANTIES PROVIDED IN THIS AGREEMENT, NEITHER CONTROL DATA NOR ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, ACCURACY, CONTENT, AND FITNESS. FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE. In no event shall Control Data's liability of any kind include any special, incidental, or consequential damages even if we shall have knowledge of the possibility of such potential loss or damage.

6. YOUR RESPONSIBILITIES:

- a. You are responsible for keeping your access codes protected.
- b. You will provide all telephone service and other equipment necessary to access the Service.

c. You are responsible for implementing sufficient procedures to satisfy your requirements for accuracy of data input and output and for maintaining a means external to the Service for reconstruction of any lost data.

Except for your own material and data, you agree not to (i) copy or permit others to copy our material, software, or data, or parts of them, or (ii) transfer any material, software, or data by any other means for any purpose.

7. REMEDY:

- a. In the event of any defective performance, we will use reasonable efforts to restore the Service to good operating condition. Inability to obtain access is not a failure to perform.
- b. If your machine-readable files are lost, destroyed or impaired by us, we will attempt to recover a prior version of such files from backup media, if any, we maintained. If for any reason we are unable to restore your files from backup media, we will perform such restoration as can reasonably be performed using machine-readable source data you furnish.
- 8. TERMINATION: You may terminate the Service at any time by no longer using it. You agree to notify us in writing so we can cancel any future annual fees. We can terminate the agreement if you fail to pay or fail to comply with the terms of the Agreement. We can terminate the Service with one month's notice published on the Service.
- 9. GENERAL: This Agreement will be governed by the laws of the State of Minnesota. Any claims or causes of action related to the Service must be instituted within one year after the claim of action has arisen, or be barred.

Control Data Corporation • 8100 34th Avenue South • P.O. Box D • Minneapolis, MN 55440
Attention: PLATO Homelink Customer Service

HOW TO ENROLL

- 1. Read the "Services Agreement" on the reverse side.
- 2. Complete the Enrollment Card below to claim your free first year's enrollment and free hour on Plato Homelink™.
- 3. Detach, seal and mail the Enrollment Card. We will send you your Plato Homelink ID number by return mail.

Fees, Charges & Hours of Operation (As of 5/85. Subject to Change)

Annual Enrollment Fee \$25.00 (waived with this purchase for first year)

Hourly Rate \$ 7.75

File Storage .17/part/day

Credit card billing only: VISA, MasterCard or American Express

You will be billed monthly based on time used (one minute increments). Certain uses will create storage files; refer to your User's Guide for details.

Telephone Access Charges

Most members can access Plato Homelink through one of the local telephone numbers in the enclosed brochure. Otherwise, dial long-distance to the number nearest you.

Hours of Operation

| Time Zone | Weekdays | Saturdays | Sundays |
|-----------|-------------|---------------|--------------|
| Eastern | 6 pm – 4 am | 6 am – 4 am | 6 am – 12 pm |
| Central | 6 pm - 3 am | 5 am - 3 am | 5 am - 11 pm |
| Mountain | 6 pm – 2 am | 4 am – 2 am | 4 am - 10 pm |
| Pacific | 6 pm − 1 am | 3 am - 1 am | 3 am – 9 pm |

Closed Christmas and New Year's Days

PLATO® ENROLLMENT CARD

To qualify for your *free* first year's enrollment to Plato Homelink and your free hour:

| yo | ur free hour: |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Provide the information requested below. (Be sure to include your credit card number and expiration date, and sign your name.) |
| 2. | Detach, seal and mail this Enrollment Card. |
| | YES, enroll me with Plato Homelink™ for one year, with my first year's \$25 fee waived, and one hour's usage (\$7.75) credited to my new membership. |
| | have read and agree to the terms and conditions on this Enrollment orm and the Services Agreement. |
| $\overline{(Y)}$ | our Signature) |
| N | lame |
| | ddress |
| | ityStateZip |
| В | usiness Telephone () |
| | Iome Telephone () |
| P | lease bill my Plato Homelink Monthly charges to: |
| | □ VISA □ MasterCard □ American Express |
| C | Credit Card # |

Expiration Date.