

TERMS AND CONDITIONS FOR INTERNET CONNECTIVITY:

Customer and Tsunami-Wireless, ("Provider") enter into an agreement, (the "Agreement") as follows:

1. Provider shall make reasonable efforts to furnish to Customer the services and/or equipment described in the elected "Service Plan" which is incorporated herein by reference and made a part hereof for all purposes. The phrases, "Commencement Date", "Monthly Rate", and "Service Plans", shall have the meanings ascribed to them in the "Service Plan". Customer shall make reasonable efforts to furnish Provider with access and adequate space and location to install and maintain services and/or equipment referenced in this Agreement and Service Plan.

2. General Obligations:

2.1 Customer agrees to provide Provider with accurate, complete and current information at the time Customer executes this Agreement, including Customer's legal name (or business name), address, telephone number(s), e-mail address(s), and payment data at the time Customer subscribes to Provider's Internet Service. After Customer's execution of this Agreement and attached Service Plan and Customer's initial connection to the Internet, Customer agrees that prior to making any changes to Customer's Premises Equipment used to connect to Provider's Service, Customer agrees to contact Provider and obtain Provider's approval prior to Customer making any changes. Customer's failure to provide accurate information regarding Customer's Premises Equipment changes will constitute a breach of this Agreement and may result in Provider terminating service to Customer.

2.2. Customer agrees that the Internet service provided under this Agreement is personal to and specific to Customer at Customer's registered address and premises as shown above and on the attached Service Plan. Customer agrees that it will be a violation of this Agreement to allow Provider's Internet Service to be transmitted, or otherwise provided in any way, to any other person, Internet user, entity or business that is located separate from, off, or outside Customer's address and/or premises. In event Customer violates the herein referenced terms of this Agreement, Customer agrees that Provider will have the right to immediately terminate this Agreement and discontinue service to Customer.

3. Service and Performance:

PROVIDER WILL FURNISH THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL APPLY TO ANY EQUIPMENT SOLD OR LOANED AND TO

ALL ADVICE, ASSISTANCE, DATA, INFORMATION, OR SERVICE, NOW OR SUBSEQUENTLY FURNISHED, DELIVERED OR MADE AVAILABLE BY PROVIDER, ITS AFFILIATES, ITS CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS. PROVIDER DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED, OR ERROR FREE. Neither Provider, nor its agents, contractors, employees, manager(s), or members (collectively referred to hereafter as "Provider's Group"), will be responsible for, and Customer waives and relinquishes any claim against Provider's Group for any damage, loss, cost or other expense, whether direct, indirect, consequential or incidental, that Customer or any third party may suffer which is related to, or results from Customer's use of the Service. This includes, but is not limited to, loss of data or business resulting from delays, non-delivery, mis-delivery, or interruptions as a result of Provider's or Customer's (in)actions. CUSTOMER EXPRESSLY ASSUMES ALL RISKS ASSOCIATED WITH CUSTOMER'S USE OF THE SERVICE, including but not limited to those that might occur from the introduction into Customer's computer(s) of viruses, worms, Trojan Horses, or from unauthorized entry or entries into Customer's computer(s) or any other problem, which result from use of, or occur through the Service. Customer agrees to defend, indemnify and hold harmless, to the extent permitted by law, Provider's Group from any damage, loss, cost or expense that may occur to Customer or any third party as a result of the use of the Service. Customer agrees to defend, indemnify and hold Provider's Group harmless from any and all liabilities, costs, judgements and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of this Agreement by Customer, or by a third party or parties accessing the Service through Customer; (b) use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by Customer, or by a third party or parties accessing the Service through Customer; (c) negligent acts or omissions of Customer's officers, employees, agents or contractors in connection with the construction, installation, maintenance, presence, use or removal of systems, channels or terminal equipment or software, (whether or not furnished by Provider), which are connected or are to be connected to the Service; and (d) claims for infringement of patents arising from Customer's use or use by a third party or parties accessing the Service through Customer, of equipment and software, apparatus and systems, (whether or not furnished by Provider), in connection with the Service.

4. No Liability for Content:

Customer acknowledges that Provider exercises no control over the form, content or nature of data, images, information, material or any thing of whatever nature passing through the connection, (hereafter collectively referred to as "Data") between Customer and Provider or obtained from any Data base maintained by Provider or others, except as may occur pursuant to the provisions of this Section or Section 5 of this Agreement. Customer assumes the entire risk that may arise from the use or transmission from, through or to itself of any Data, WHICH MAY INCLUDE SEXUALLY EXPLICIT MATERIAL OR MATERIAL OFFENSIVE TO SOME PERSONS. Provider shall have no duty or obligation to advise Customer of any risk that may arise from the availability, use, possession or transmission of Data or provide any information relating thereto, even if at any time Provider should attempt to do so. Should Provider, become aware of Data which, it, in its sole discretion, deems to be in violation of this Agreement, unacceptable or undesirable, it may remove or refuse to post the Data. Provider's liability

for any allegedly defective service provided under this Agreement shall not exceed the monthly Service Fee or portion thereof paid by Customer to Provider. The Service provided to Customer shall be considered to have been accepted unless Customer shall provide written notice detailing the portion or portions of the Service alleged to be defective or inadequate to Provider no later than two (2) months after the day the allegedly defective or inadequate services were furnished by Provider.

5. Lawful Use:

All use of Provider's services must be for lawful purposes and in accordance with the Appropriate Use Policy of any network accessed through Provider. Customer shall neither use, nor permit use of Provider's services in violation of any applicable federal, state or local statute, law, ordinance, regulation or rule, all of which are hereafter collectively referred to as "Governmental Rule". Customer agrees that Provider has the right to do electronic monitoring and disclose information where required to do so by any Governmental Rule, or to facilitate operation of the system or to safeguard itself or other customers. Should use of the Service by Customer or by a third party or parties accessing the Service through Customer, cause Provider's Internet Source to advise Provider that it will terminate or restrict Provider's connectivity to the Internet, unless some specified action is taken, Provider may, by giving the lesser of fifteen (15) days advance notice to Customer or the time period specified by Provider's Internet source, may temporarily suspend the Service, or some part thereof, limit or prevent use of the Service by a particular person, group or entity, and/or terminate this Agreement. No reduction in the Service Fee will be made if the Service or a part thereof is suspended or if a particular person, group or entity is not permitted to use the Service as provided in the previous sentence. If Provider elects to terminate the Service as permitted in this paragraph, Customer shall be entitled to a refund of 50% of the unused portion of any Services fees paid in advance and installments not yet due shall be canceled.

6. Notices.

Notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if delivered personally, sent by messenger and receipted, sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed to customers mailing address as listed in Tsunami-Wireless's billing server.

FOR PROVIDER:

Tsunami-Wireless

PO Box 6146

Eureka, CA 95502

Support/Service: (530) 324-2322 help@tsunami-wireless.com

A party may change the address or phone numbers set out above for purposes of notice under this contract by giving written notice to the other party or parties hereto of such change in the same manner as is provided above.

7. Default:

Default under this Agreement is a failure to comply with a material term or condition hereof. In the event of a default, the non-defaulting party may give the other party written notice specifying the default and the defaulting party shall have ten (10) days thereafter in which to cure same. If the default is by Customer, and not timely cured, Provider may; (i), terminate service to Customer and retain all prepaid amounts, or (ii) interrupt the Service until the default is cured with no refund of any prepaid amounts. In addition, Provider may also declare due and demand immediate payment of, any installments remaining unpaid, with interest thereon at the rate of (18%) per annum from the date of default in payment thereof until fully and finally paid, along with reasonable attorney's fees, court costs or other expenses it may incur in enforcing this Agreement. If this Agreement is terminated by mutual agreement or, if Provider fails to cure a noticed default, Customer may terminate this Agreement and as its sole and exclusive remedy, shall receive a portion of any prepaid Service Fee, pro-rated for half months remaining in the current Service Period, less any amounts which Customer may otherwise owe to Provider. Failure to declare any default immediately upon occurrence, or a delay in taking any action in connection therewith, shall not waive such default nor any legal right or privilege to take action at any time thereafter. Termination of service by Provider does not relieve Customer of existing debts.

8. Laws:

This agreement shall be subject to and governed under the laws of the State of California. Any and all obligations and payments are due and performable and payable in Humboldt County, California. The parties agree that jurisdiction and venue for purpose of any and all lawsuits, causes of action, arbitration, or other disputes shall be in Humboldt County, California.

9. Force Majeure:

Neither party shall be liable or responsible to the other party for any delay, damage, loss, failure or inability to perform caused by "force majeure". The term "force majeure," as used in this Agreement, shall include the following: an act of God, strike, act of a public enemy, war, mines or other items of ordinance, blockage, public rioting, lightning, fire, storm, hurricane, flood, explosions, inability to obtain materials, supplies, labor permits, servitude, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers

and people, civil disturbances, explosions, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, and any other cause, whether of the kinds specifically enumerated above or otherwise, which is not reasonably within the control of the parties and which by the exercise of due diligence could not reasonably be prevented or overcome. Events reasonably within the control of the party having the difficulty shall not constitute "force majeure" and shall be remedied with the exercise of due diligence. This paragraph does not apply to payments due under this Agreement.

10. Payment:

Payment is due net-15 days from invoice date. If Customer elects to pay by credit card payment is due on the first day of each billing cycle. Should Customer fail to pay within such terms as set forth herein Provider shall have the right to temporarily suspend service until such time as Customer account is brought within terms. Customer agrees to pay a \$25 reconnection/reinstatement charge for each occurrence in which Provider has restored service after suspending service for non-payment. Customer agrees to pay a \$25 per incident service charge for any check, credit card or other monetary instrument presented to Provider for payment that fails to clear Customer financial institution. Customer agrees that Provider may use all legal remedies available to report and collect obligations due Provider under this Agreement and Customer agrees to pay Provider all reasonable costs for such collection service such as, but not limited to: collection agencies, court costs and attorney fees.

11. Service Plans:

Customer agrees that Provider has multiple service plans and in any given billing period Customer actual usage may exceed the service plan initially selected by Customer in this Agreement due to additional services being ordered by Customer and/or use of services which exceed the initially selected service plan. Provider shall invoice Customer based on the actual services used for any given billing cycle. Each service plan is a month to month term.

12. Equipment:

In event Customer utilizes equipment supplied by Provider, the equipment will remain the property of Provider. Customer will use reasonable care to avoid damaging the equipment and Customer will not move, relocate, alter, sell, lease, assign, encumber or otherwise tamper with any equipment owned by Provider. In event any of the equipment is not returned in good condition immediately upon termination of Customer's Internet service, Customer will be charged, and Customer agrees to pay fair market value for replacement of any of the equipment.

13. CUSTOMER USE:

13.1 Provider's Internet Service is for Customer's personal use and is to be used only by Customer, Customer's employees, and/or members of Customer's immediate family residing with Customer or working for Customer ("Authorized Users") at the address where service is authorized and configured by Provider consistent with the Service Plan of this Agreement. Customer will at all times, until terminated, remain responsible for all use of Provider's Internet Service delivered under Customer's account. Customer agrees not to resell, redistribute, network, assign, transfer or sublicense Customer's access to Provider's Internet Service in any manner. Customer agrees not to use Provider's Internet Service to operate as an Internet Service Provider ("ISP") or to operate any other business enterprise in competition with Provider's Internet Service, including Customer agreeing not to use Provider's Internet Service for any type of business or commercial enterprise, including (but not limited to) the provision of Internet access to others or provision of a server site for FTP, Telnet, RLOGIN, electronic mail, web hosting or other comparable applications. Customer agrees that Customer's violation of this Section shall authorize Provider, in its sole discretion, to immediately disconnect Provider's Internet Service to Customer and terminate this Agreement without notice.

13.2 Customer may, at Customer's discretion, permit an Authorized User under 18 years of age to use Provider's Internet Service upon Customer herein acknowledging and agreeing that Customer, at all times, will provide adult supervision of any and all under age user and remain fully responsible for the action of any under age user. Customer further acknowledges that Provider's Internet Service provides full access to the Internet without restriction. Provider's Internet Service is not intended to be used to enable persons under 18 years of age to obtain material that is prohibited by law to be sent or displayed, including material deemed to be indecent or obscene.

13.3. Provider will provide Customer with an IP address/es. Customer agrees not to alter, modify or tamper with the IP address or those of any person subscribing to Provider's Internet Service. Unless otherwise arranged with Customer, Provider will retain the right of any and all IP addresses upon Customer disconnection, discontinuance or termination of service.

13.4. Any conduct by Customer that, in Provider's sole discretion, inhibits or restricts any other customer, person or entity from using or enjoying Provider's Internet Service shall entitle Provider to immediately disconnect Provider's Internet Service to Customer and terminate this Agreement without notice. Customer agrees to use Provider's Internet Service only for lawful purposes. Customer may not use, or allow others to use, Customer's Provider's Internet Service account, either directly or indirectly, to:

(1) post, transmit, promote, or facilitate the distribution of any unlawful or illegal material, including but not limited to, material that would constitute or encourage copyright or trademark infringement, a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law;

(2) post, transmit, promote, or facilitate the distribution of any unsolicited advertising (including but not limited to mass or bulk e-mails), promotional materials or other forms of solicitation to other individuals or entities;

(3) unlawfully access other computers or services, or to cause a disruption of service to other on-line users;

(4) cause disruption to Provider's backbone network, nodes, or services; or

(5) establish a web page or site on Customer's computer.

14. Termination:

This Agreement, the license provided herein, and Customer's right to use Provider's Internet Service may be terminated by Provider at any time for violations of provisions contained in this Agreement, and most specifically, if Customer violates any of the terms of Section 13 of this Agreement. Customer may terminate this Agreement at any time upon providing a 30 day written notice to Provider and upon return of Provider's equipment and related connecting cables to Provider. Customer's bill will be pro rated for any prepaid service which may offset any outstanding Customer balance.

15. This agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, legal representatives, successors and assigns, except that it may not be assigned by Customer.

16. This document and the Customer's current monthly service plan constitute the entire agreement between Provider and Customer. This agreement may not be modified except in writing and when signed by duly authorized representatives of Provider and Customer. In the event Customer issues a purchase order, memorandum, specifications or other instrument covering the services provided, such purchase order, memorandum, specifications, or instrument is for Customer's internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall not be of any force or effect as between the parties to this Agreement. All parties hereby acknowledge that they have read and understood this Agreement and any attachments and exhibits thereto. This agreement is effective as of the Commencement Date, and remains in effect until terminated pursuant to its terms.