

IMPULSE TELECOM CORPORATION DIA TERMS AND CONDITIONS

This Impulse Internet Access Services Agreement (the "Agreement") is between Impulse Telecom Corporation ("Impulse") and the Customer identified on the attached order form. Services and facilities are provided on the terms and conditions contained herein. Customer accepts these terms and conditions and agrees to be bound by them.

- Services Provided:** Provided that Customer is not in default of its obligations stated herein, Impulse shall provide Customer with the Services ordered herein for the Service Term. If Customer has ordered Services Equipment, (i) Impulse shall provide Customer with access to Impulse Services Equipment for the length of the Service Term, (ii) Customer must install Impulse Services Equipment in accordance with instructions provided by Impulse (or its third party vendor) and the Services, (iii) Impulse Service Equipment must be used solely for the purpose of Services utilization. Customer acknowledges and agrees that Impulse and its underlying providers at all times retains title to its Services Equipment. Customer is solely responsible to obtain, use and operate any equipment not provided by Impulse that may be used in association with the Services.
- Services Availability.** The Services are available 24 hours a day, 7 days a week, except in the case of preventive maintenance of the underlying network. Impulse or its underlying providers may interrupt its provision of Services for unscheduled emergency maintenance without notice to Customer or Customer's customers.
- Services Activation:** The Services Activation Date is the earlier of (i) the date on which Impulse verifies Internet connectivity to Impulse Services Equipment at Customer's premises or (ii) the date on which the Local Access Circuit is activated by Impulse or its Local Access Circuit provider, regardless of whether Customer has completed all steps within Customer's control that are necessary to receive Internet or data services.
- Service Term.** The initial, minimum service term for the Impulse Services ordered herein and provided to Customer shall be for the service term checked on the Order Form, starting from the service activation date. After such initial, minimum term, the Service shall continue to be provided on a month-to-month basis, unless terminated in writing by Impulse or terminated by Customer by email pursuant to Section 11 of this Agreement. The minimum service term plus the continuation of Services as provided in this Section 4 are referred to collectively as the "Service Term." (The Agreement term is coterminous with the service term.)
- Services Equipment Maintenance, Support, and Repair.** If Customer has ordered Services Equipment from Impulse, Customer shall allow Impulse and its agents reasonable access to the Services Equipment as required to provide Services ordered by Customer. During the Services term Customer shall provide and maintain a dedicated phone line allowing Impulse and its underlying providers and service vendors to have continuous dial up modem access to the Services Equipment. Customer shall reimburse Impulse, on a time and materials basis as documented in an invoice, for the entire cost to repair and/or replace Services Equipment in the event of (a) misuse, (b) failure to exercise reasonable care, (c) damage, (d) theft, or (e) disaster. If Impulse Services Equipment requires maintenance not caused by one of the events set out in the sentence above, Impulse or its agents shall either arrange to repair the Services Equipment at Customer's premises or ship an equivalent pre-configured replacement to Customer. If replacement Services Equipment is shipped to Customer, Customer shall return the faulty Services Equipment to Impulse or its underlying providers within ten (10) days of receiving the replacement Services Equipment or pay for such Services Equipment.
- Charges for Services.** The monthly recurring charge(s) (MRC) and any non-recurring charge(s) (NRC) for ordered Services are stated on the order form. Service charges are exclusive of applicable taxes and surcharges, including the Federal Universal Service Fund surcharge that Impulse passes on to its Customers.
- Billing and Payment.** Impulse shall bill Customer for services rendered at the rates stated herein. Invoices shall include all applicable taxes, service charges, fees and surcharges. Services are billed by paper invoice or electronically, i.e. by email invoice. Impulse shall commence billing upon completion of activation. First and second month payments are billed upon service activation and are due within thirty (30) days of the invoice date. Where applicable, service charges for the first partial month of service will be pro-rated and billed
- Additional NRC (if applicable).** In addition to the standard NRC listed above, the following NRC, if applicable, will apply:

	NRC
Changes of IP Address	\$100.00
Early Termination Fee	100% of MRC for remainder of service term
Service Reinstatement Fee	\$200.00 plus any charges imposed by underlying third-party service providers
Rejected Credit Card/Unpaid Check	\$40.00 (or legal limit)

- IP Addresses.** Customer acknowledges that Impulse or its underlying providers retains title at all times to the IP addresses assigned to Customer in connection with the ordered Services. Upon IP address reassignment or expiration, cancellation, or termination of the Agreement, Customer shall relinquish any IP addressees or address blocks assigned to Customer by Impulse and shall perform all acts reasonably requested by Impulse to return to Impulse full use of such IP addresses and address blocks.
- Termination.** Either party may terminate this Agreement and Services provided hereunder in the event of a material breach that is not cured within 30 days following the delivery of written notice specifying the breach and the notifying party's intention to terminate. Such notice from Customer must be in the form of an email sent to support@impulsetelecom.com, with "Terminate Impulse T1 Access Services" in the subject line of the email and Customer's contact information in the body of the email. Impulse may suspend or terminate the Services upon (5) business-days prior written notice by email or otherwise if Customer fails to timely pay for Services during such notice period. Customer may reinstate services so suspended for nonpayment by paying to Impulse, within 15 days of the suspension initiation, the Service Reinstatement Fee plus all outstanding amounts due, including the cost of service that would have

been provided during the period of suspension. If the Customer does not choose to reinstate service within 15 calendar days from suspension initiation the service may be terminated.

11. **Effect of Termination:** Upon termination of Services or this Agreement, Impulse will disconnect, or will cause to be disconnected, the Services and the Local Access Circuit used to provide the Services to Customer. In addition, if Customer had ordered Services Equipment, Customer shall promptly return (at Customer's own expense) any Impulse Services Equipment to Impulse. If this Services Equipment is not returned in good working condition to Impulse within ten (10) days of termination, Customer shall be invoiced for and pay for this Services Equipment. Except if Customer terminates the Services for an uncured material breach pursuant to Section 10 above, any termination of the Services that occurs prior to expiration of the minimum two-year service term shall result in the Customer being invoiced for and paying to Impulse an amount equal to the remaining MRC for the initial, minimum service term ("Early Termination Fee"). No Early Termination Fee will be applicable if, within 60 days from the Services Order acceptance date, Impulse cannot activate the Local Access Circuit that is part of the Services.
12. **Acceptable Use Policy.** All use of the Services must comply with Impulse' Acceptable Use Policy ("AUP"), which is posted at www.Impulse.com and is incorporated herein by reference. By accepting Impulse Services, Customer agrees to comply with this AUP and any subsequent modifications thereto. Impulse reserves the right to modify this AUP from time to time, effective upon posting the AUP as modified at the URL shown above. Pursuant to the AUP, Impulse may suspend or, for violations it deems serious, terminate Services without prior notice if Customer violates the AUP. The provisions of Section 11 above shall apply to any termination of Services for such violation.
13. **Limitation of Liability.** EXCEPT AS PROVIDED IN SECTION 14 (INDEMNITY), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF OR IN RELATION TO THE T1 INTERNET ACCESS SERVICES OR SERVICES EQUIPMENT OR ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES UNDER THIS AGREEMENT. IMPULSE's, MAXIMUM LIABILITY UNDER THIS AGREEMENT IS LIMITED TO SERVICE CREDITS NOT TO EXCEED THE FEES PAID TO IMPULSE BY CUSTOMER FOR THE SERVICES PROVIDED.
14. **Indemnity.** Customer shall indemnify and hold harmless Impulse Telecom from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees) to or by any third party, relating to or arising from (i) the use of the Services provided to Customer, whether or not Customer has knowledge of or has authorized access for such use, (ii) any damage to or destruction of Service Equipment not caused by Impulse or its agents, and (iii) any material breach of this Agreement by Customer.
15. **No Warranties and Customer Assumption of Risk.** IMPULSE TELECOM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FOR THE IMPULSE INTERNET ACCESS SERVICES (INCLUDING IMPULSE SERVICES EQUIPMENT) PROVIDED UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IMPULSE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. IMPULSE EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY DATA OR CONTENT TRANSMITTED WITH THE USE OF THE SERVICES. CUSTOMER RECOGNIZES THAT IMPULSE DOES NOT OWN THE LOCAL ACCESS CIRCUIT AND IS NOT RESPONSIBLE FOR ANY PERFORMANCE OR NON-PERFORMANCE OF THE LOCAL ACCESS CIRCUIT. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS OR ITS CUSTOMERS' USE OF ANY INFORMATION TRANSMITTED VIA THE SERVICES.
16. **Miscellaneous.** Customer acknowledges and understands that Customer is to receive the Services detailed in this Agreement and the Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in this Agreement. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties. This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of the State of Nevada without reference to its choice of law principles. For any action or suit to enforce any right or remedy of this Agreement, (except for actions to enter or collect on judgments) the parties consent to exclusive jurisdiction and venue in the courts for Clark County, Nevada and the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. Customer may not assign this Agreement without Impulse's prior written consent. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. Agreement headings are provided for reference purposes only.
17. **Measured Service Billing Methodology.** The concept behind offering a usage based Internet product is simple; charge the customer for what they actually use. This product is ideal for those customers who either experience substantial swings in monthly usage or are anticipating growth. When traffic patterns will be unpredictable, the customer can have the security of having enough bandwidth to handle heavy use months, but also retain the flexibility to pay less when traffic declines.

Customer monthly burstable usage is determined by calculating the 95th percentile of data usage that is used over and above your contracted floor amount. As is with most data, Internet traffic has peak times throughout the day. Actually it has peak times within any measurement interval whether it be a day, an hour, or five minutes. Billing on the 95th percentile eliminates the top 5% of measurement peaks, and bills on the Mb level at the remaining highest measurement. The purpose for billing at the 95th percentile vs. actual peak utilization is to eliminate any abnormal peaks throughout the month. Within the router exists a counter that keeps track of all bytes passed through each interface. A simple PERL script using SNMP will poll each applicable customer interface every five minutes. At every five minute pass, the code will read the counter and compare the result against the previous reading.

The difference between the two will be converted from byte counts to a data rate. Polling this data every five minutes results in 8640 data records per month. These records are then sorted from high to low usage and the top 5% are discarded. The remaining data rate is then used to determine the billing level for the month. For example, out of 100 data points the top ten are:

100	34.2 Mb
99	34.18 Mb
98	34.11 Mb
97	34.08 Mb
96	34.02 Mb
95	33.98 Mb
94	33.91 Mb
93	33.84 Mb
92	33.70 Mb
91	33.66 Mb

Eliminating the top 5% leaves the data rate of 33.98Mb. This is the rate at which Impulse Telecom will bill the customer for the month.