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7525 SE 24th Street, Suite 480
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TERMS & CONDITIONS AGREEMENT

1. Product/Service Quote(s). The Product/Service Quote(s) and other attachments detail the price, location and other information about the Products and/or Service(s) to be provided by Acrosonic. The Product/Service Quote(s) becomes legally binding upon signature.

2. Term. The term of this Agreement ("Initial Term") is for one year(s), beginning on Product/Service Quote(s) Date of Signature. ("Commencement Date"). Thereafter, this Agreement automatically renews for successive one-year terms unless terminated by either party upon no less than 30 days written notice prior to the end of the renewal term. Services not previously terminated by Customer will remain in effect for the term specified in the applicable Product/Service Quote(s), and the terms and conditions of this Agreement will continue to apply to such Services.

a. Termination by Acrosonic. Acrosonic may terminate this Agreement or any Product/Service Quote(s), or suspend Services, with prior written notice, upon (a) Customer's failure to pay Service amounts due; (b) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; (c) any insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to Customer; or (d) any governmental prohibition or required alteration of the Services. Acrosonic may terminate or suspend Services without notice if: (a) necessary to protect Acrosonic's network; (b) Acrosonic has reasonable evidence of Customer's fraudulent or illegal use of Services; or (c) required by legal or regulatory authority. Any termination shall not relieve Customer of any liability incurred prior to such termination, or for payment of unaffected Services. If the Service provided under any Product/Service Quote(s) hereunder has been terminated by Acrosonic in accordance with this section, and Customer wants to restore such Service, Customer first must pay all past due charges, a non-recurring charge, reconnection charge and a deposit equal to 2 months' recurring charges.

b. Termination Liability. If Customer terminates this Agreement or any Product/Service Quote(s) hereunder prior to the end of the term of such Product/Service Quote(s) for any reason other than Acrosonic's material breach of this Agreement that remains uncured after written notice and a reasonable cure period, Customer shall pay to Acrosonic within 30 days of such termination all monthly recurring charges associated with the terminated Service(s) for the balance of the term in such Product/Service Quote(s).

3. Fees and Payments. Customer will pay to Acrosonic a non-recurring fee and a monthly recurring fee, described in Product/Service Quote(s). The recurring fee ("Fee") shall be effective with the Service Order Commencement Date and invoiced on a monthly basis in advance for the term of the Agreement. Acrosonic will not commence any such work until Customer has paid the set-up, non-recurring and deposit fees in full. The first and last months' Fee will be prorated if the Commencement Date is not on the first day of a month. Fees are due upon receipt of the invoice. Any payment received by Acrosonic later than thirty (30) days from the invoice date shall be subject to immediate services suspension, a late fee of \$15.00 and a finance charge at the rate of 1.5% per month of the past-due balances, not to exceed the maximum rate allowed by law. \$25.00 NSF fee for all returned checks.

a. Credit Approval. Acceptance of this Agreement by Acrosonic shall be subject to Customer's credit approval by Acrosonic.

b. Fee Increases. Acrosonic reserves the right to increase pricing after the initial term. Acrosonic reserves the right to pass on increased fees and charges by third parties upon notice to Customer of increases in tariffs, fees, or other amounts charged to Acrosonic in connection with the delivery of services provided under the Product/Service Quote(s).

c. Security Deposit. Depending on customer credit, Acrosonic reserves the right to require a security cash deposit on or before the Commencement Date in the amount equal to two (2) months Monthly Recurring Service Fee. The security deposit shall not bear interest (unless required by law) and shall be held by Acrosonic until Customer's obligations under the Agreement have been satisfied and this Agreement has expired or been terminated. In the event of default by Customer of any such obligation, all deposits shall immediately forfeit to Acrosonic and may be setoff against Customer's obligations to Acrosonic.

4. Limitation of Liability. Customer agrees that Customer is solely responsible for anything not developed or supplied by Acrosonic and that Acrosonic shall have no responsibility whatsoever for mistakes, errors, bugs, defects or any acts of omission or omissions by Customer, its agent(s), assignee(s), or contractor(s). Customer agrees that it is solely responsible for its use of the Service(s), including, but not limited to, any use by Customer's employees, agents, and subsidiaries and further agrees to indemnify, defend, and hold Acrosonic harmless for any liability, direct, indirect, consequential or otherwise, incurred as a result of any breach of the foregoing. In addition, Customer agrees that Acrosonic's liability under this Agreement, if any, shall be limited to direct, objectively measurable damages, and will not exceed the total Fees payable to Acrosonic during the month(s) that the Service(s) were affected by the condition that gave rise to the claim for damages. The parties acknowledge that these limitations on potential liabilities were an essential element in setting consideration under this Agreement.

5. Confidentiality. Each party agrees to maintain in confidence the Confidential Information of the other party. Each party will at all times, both during the term of this Agreement and for a period of three (3) years after its termination, keep in confidence the Confidential Information of the other party, and will not use such Confidential Information without the disclosing party's prior written consent. The receiving party may only use and/or disclose the Confidential Information for the purpose of performing its obligations or exercising its rights under this Agreement. The receiving party agrees that the disclosing party's Confidential Information will be disclosed or made available only to those of the receiving party's employees or independent contractors who have agreed to receive it under terms at least as restrictive as those specified in this Agreement. The receiving party will take reasonable measures to maintain the confidentiality of the Confidential Information, but not less than the measures it uses for its own confidential information of similar type. The receiving party will immediately give notice to the party of any unauthorized use or disclosure of the disclosing party's Confidential Information. The receiving party agrees to assist the disclosing party in remedying such unauthorized use disclosure of Confidential Information.

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a. Obligations. These obligations will not apply to the extent that the receiving party can demonstrate that: (a) the disclosed information at the time of disclosure was part of the public domain; (b) the disclosed information became part of the public domain, by publication or otherwise, other than by breach of the provisions of this Agreement; (c) the disclosed information was in the possession of the receiving party at the time of disclosure or was independently developed by employees or contractors of the receiving party who did not have access to the Confidential Information of the disclosing party; or (d) the disclosed information was received from a third party not under a duty of confidentiality to the disclosing party; or (e) the disclosure was made pursuant to a valid state or federal court order.

b. Information Privacy. Acrosonic and Customer agree to keep confidential the financial terms of this Agreement. The obligations of Acrosonic under this Agreement shall no longer be binding upon Acrosonic in the event that Acrosonic assigns or otherwise transfers its interest to a third party. The terms and conditions contained herein supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of all parties. This Agreement may be executed in any number of counterparts (including facsimile copies), and will become enforceable once both parties have delivered a signed counterpart to the other. In proving this Agreement, it will not be necessary to produce or account for the original counterpart signed by the party against whom the proof is being presented.

6. Miscellaneous.

a. Assignment. Acrosonic may assign this Agreement to any person or entity that buys fifty percent (50%) or more of Acrosonic's stock or all or substantially all of Acrosonic's assets. Otherwise, neither party may assign any rights or delegate any duties under this Agreement without the prior written consent of the other party.

b. Force Majeure. Acrosonic shall not be liable for any loss or damage whatsoever caused by delays, failures of performance, damage, destruction, or malfunction of switching equipment, or any loss or damage occasioned by fire, the elements, labor disputes, shortages, utility curtailments, explosions, cable cuts, acts of God, government requisition, changes in government regulation, acts or omissions of third parties or any other cause beyond Acrosonic's reasonable control.

c. Governing Law; Venue. Any claims arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Washington or Federal courts located in Washington, without regard to principles of conflict of laws. Each party agrees to the exclusive jurisdiction of the State and Federal courts in the State of Washington.

d. Injunctive Relief. Either party may have injunctive, preliminary or other equitable relief to remedy any actual or threatened dispute.

e. Litigation Expenses. In any suit or legal proceeding arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable expenses and costs (including attorneys fees at any hearing and on any appeal therefrom), which obligation shall survive the termination of the Agreement.

f. Notices. Any notices or demands under this Agreement shall be in writing and shall be deemed given upon (a) personal delivery to the addressee, (b) five (5) business days after deposit into United States mail, postage prepaid, certified mail, return receipt requested, or (c) one (1) business day after delivery to United States Postal Service Express Mail or similar overnight delivery service. Until notified of a different.

g. Service(s) Completion. Acrosonic agrees to complete work within the reasonable time frame determined by Acrosonic and the Customer.

h. Service(s) Scope. Acrosonic and the Customer agree that modifications and changes in Service(s) Scope directly impacts Service(s) Completion.

i. Reasonable Time Frame. A reasonable time frame is determined based on Service(s) Scope and is dependent on the level of technical expertise and amount of work required to fulfill Service(s) Scope. Client agrees not to hold Acrosonic liable for delays due to Client's inability to provide clear direction, content or any pertinent materials needed to complete the project.

j. Relationship of Parties. The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party nor its employees has the authority to bind or commit the other party in any way, or to incur any obligation on its behalf.

k. Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

l. Waiver. The waiver by Acrosonic of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenant, or condition for any subsequent breach of the same or any other term, covenant, or condition herein contained.