

Agreement for Wireless Internet Access

This WIRELESS ACCESS AGREEMENT (the "agreement") is entered on this date _____, between ("Pulsar Communications, a California Corporation"), and _____ ("Client").

1. Pulsar Communications shall provide Client one connection to the Internet.
2. Client shall pay Pulsar Communications the sum of \$_____ per month during the term hereof plus a one time installation fee of \$_____ which shall be due upon Client execution hereof. There is a maximum monthly transfer limit (up and down together) of 6GB for residential users, and 10GB for business users. Usage over the maximum transfer limit will be billed in \$10 per GB increments.
3. Client agrees to a 12-month minimum service commitment, in order for Pulsar Communications to recoup the cost of the equipment. In the event that Client terminates service during the first 12 months, the remainder of the 12 months of service is due to Pulsar Communications immediately.
4. Pulsar Communications is not responsible or liable for any of the following:
 - Any obstruction(s) that might be erected or grow between my antenna and Pulsar Communications access point causing degradation or loss of service
 - Debris or ice on Antenna
 - Re-aiming the antenna later than 14 days after installation
 - Installing or configuring hardware and/or software after initial installation
 - Re-configuration of computer settings due to, but not limited to: tampering, re-installation of operating system, accidental removal, moving the hardware to another computer
5. I understand that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between Pulsar Communications and my antenna may block my signal.
6. I understand that setup fees are non-refundable if the wireless connection is operable and that setup fees are not refundable later than 14 days after installation. Setup fees are only refundable if the connection is not working within 14 days after installation.
7. The wireless radio, antenna, cable and mounting hardware are the property of Pulsar Communications, and will be returned to Pulsar Communications, in original condition, within 5 days of my service termination. I will allow Pulsar Communications employees

to remove the hardware from my building. Failure to return the equipment in good working order will result in the customer paying for replacement charges.

8. I understand that because tree leaves hold water, they absorb the microwave signal, and that will degrade or disrupt my connectivity. By getting equipment installed during a time of year when there are little or no leaves in the trees, I run the risk of losing connectivity when the leaves come back on the trees. I may require extra hardware and setup at that time. Pulsar Communications shall not be held liable for any charges, nor will I be entitled to any type of refund.

9. This agreement shall commence on the date the Connection is activated (the "Activation Date") which shall be on or before _____ for a term ending 12 months later at which time this agreement shall automatically renew on a month to month basis unless terminated by either party at least 15 days prior to the then current date for termination. Pulsar Communications reserves the right to change its rates for any renewal term by updating prices on its website.

10. This Agreement does not include equipment charges other than the radio, pigtail cable, antenna cable, antenna and mounting hardware, which will be provided by Pulsar Communications.

11. Client authorizes Pulsar Communications to charge Client's credit card monthly for all amounts due and owing to Pulsar Communications. Client's account may be terminated if payment cannot be made to the credit card and an alternate form of payment is not received within 5 days of due date. There is a \$10 late fee for failed credit card transactions.

Signature: _____ Date: _____

12. If Client terminates this Agreement anytime after implementation, but before expiration, Client will pay a lump sum equal to the charges of the remainder of the then current term of the Agreement in no case greater than 1 year. If Client is terminated by Pulsar Communications for violation of the Acceptable Use Policy, Client shall pay, immediately, a lump sum equal to the charges for the remainder of the then current term of the Agreement. If the service becomes unavailable due to no fault of the user, and Pulsar cannot fix the problem within one week, client will not be charged for subsequent service until the problem is fixed.

13. Pulsar Communications offers Client access to the Internet. Client hereby acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated by Pulsar Communications or any of its affiliates, and that it is a separate network of computers independent of Pulsar Communications. Client's use of the Internet is solely at Client's own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond Pulsar Communications authority and control.

14. Pulsar Communications network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by Pulsar Communications to be inappropriate or improper such as bulk e-mail messages.

15. Access to other networks connected to Pulsar Communications network must comply with the rules appropriate for that other network. Pulsar Communications exercises no control whatsoever over the content of the information passing through its network.

16. Pulsar Residential Service is designed for personal and family use within a single household. You agree that you will not use, nor allow others to use, Pulsar Residential Service to operate any type of business or commercial enterprise. Running music transfer software, game servers, peer-to-peer programs, or other applications that use an excessive amount of bandwidth may lead to termination of your account. Worms, virus, spy-ware, Trojan-horse, and any other mal-ware software must be removed from your computer or your service may be terminated. You may not resell or distribute Pulsar Residential Service outside your household. Any violation of these policies may lead to termination of your service. Business service is designed for normal business operations. Running music transfer software, game servers, peer-to-peer programs, or other applications that use an excessive amount of bandwidth may lead to termination of your account. Worms, virus, spy-ware, Trojan-horse, and any other mal-ware software must be removed from your computer or your service may be terminated. You may not resell or distribute Pulsars Service. There is a 5MB limit on individual email filesize. Constant emailing of large filesizes constitutes an abuse of system resources and may lead to termination of your account.

17. Pulsar Communications makes no warrantee, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, miss-deliveries or service interruption however caused. Use of any information obtained by Pulsar Communications network is at Client's own risk. Pulsar Communications specifically disclaims any responsibility for the accuracy or quality of information obtained through its services.

18. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, restrictions imposed by law, acts of Nature, labor disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, Pulsar Communications does not guarantee continuous or uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service without notice. Client shall indemnify and hold Pulsar Communications and its directors, officers, employees, and agents harmless from any and all obligations, charges claims, liabilities, costs and fees incurred as the result of interruptions or omissions of service.

19. Upon the occurrence of a default by Client of any provision hereunder, Pulsar Communications reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to Client hereunder.

20. Client shall indemnify Pulsar Communications, its affiliates, officers, directors, licensees, and licensors from any and all claims and expenses, including, without limitation, reasonable attorney's fees arising from Client breach of any provision of this Agreement.

21. This Agreement is deemed to be entered into the State of California and the parties agree that any dispute arising under this Agreement shall have its venue in Glenn County, California and any such dispute shall be governed by and construed in accordance with the laws of the State of California.

22. Pulsar Communications may assign this Agreement without Client's prior consent and all of Pulsar Communications rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Client except with the written consent of Pulsar Communications. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

23. Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however, in any of its sales and marketing materials, Pulsar Communications may refer to Client as its customer.

24. Pulsar Communications may modify these terms and conditions upon written notice published on its website. Client's continued use of service after such notice shall constitute Client's acceptance of the modification of this Agreement implied in fact.

25. If any one of the paragraphs in the Agreement is found to be unenforceable or invalid, User's and Pulsar Communications agreement on all other paragraphs is not affected.

26. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and superseded any other prior or simultaneous agreement related to such matters.

Pulsar Communications: _____ (530-517-0718)

Client: _____

Date: _____