

DIRECT INTERNET ACCESS AGREEMENT

I. General Terms and Definitions

Any individual or entity receiving any product or service from Netwood Communications, LLC (herein referred to as "Netwood") shall hereafter be referred to as "Client". By accepting products and/or services provided by Netwood, Client agrees to observe and abide by all of the provisions, terms, and requirements specified in this agreement. Client's use of the services constitutes acceptance of this agreement.

II. Billing

The Client shall be liable to Netwood for installation (if applicable) and monthly service charges. Charges will be billed and are due to be paid by the first day of the month of service. Where applicable, the service charges for the initial partial month of service will be prorated and billed on the first recurring monthly bill. For each month thereafter, a full monthly service amount will be charged for any part of a month in which service is provided. The monthly service charges and fees are nonrefundable. SERVICE CHARGES ARE DUE UPON RECEIPT AND ARE CONSIDERED LATE AFTER THE 15TH OF EACH MONTH. INVOICES NOT PAID BY THE 15TH DAY OF THE MONTH WILL BE CHARGED 5% OF THE MONTHLY RATE OF SERVICE AS A LATE FEE. Delinquent accounts are subject to immediate termination or suspension of services at the sole discretion of Netwood.

III. Disclaimer of Liability

Client acknowledges that all products and services are provided on an "As Is" basis and that Netwood makes no warranty of any kind, expressed or implied, including, but not limited to, any warranty regarding the reliability or suitability of any product or service for a particular purpose. Netwood disclaims any warranty of merchantability or fitness for a particular purpose. No oral advice or written information provided by Netwood shall create or expand any representation or warranty nor shall Client be entitled to rely on any such information or advice. Client acknowledges and understands that Netwood exercises no control over the nature, content, or reliability of the information delivered to Client from the Internet or vice versa. Under no circumstances shall Netwood be held responsible for damages or loss suffered by Client, including but not limited to special, incidental, consequential, or punitive damages, as a result of Client's direct or indirect use of Internet access provided by Netwood's products or services including, but not limited to, errors, delays, loss of information, or interruptions in service caused by Client's or Netwood or a third party's acts or failure to act. Under no circumstances do any such errors, delays, loss of information, or interruptions in service nullify or modify this agreement or any other agreement or contract entered into by Netwood and Client.

IV. Client Responsibility

Client agrees to comply with the rules appropriate to any network to which Client may gain access via the products and services of Netwood. Client acknowledges that any proprietary, confidential, or otherwise valuable information that Client desires to keep confidential should not be transmitted over any part of the Internet, nor reside on computers connected to the Internet via an Internet access connection. Client will not transmit or make available to the Internet any material that is illegal, libelous, tortuous, or likely to result in action against Netwood or its clients. Client agrees that under no circumstances will the Client use Netwood's products or services, including, but not limited to electronic mail, in connection with the sending of unsolicited electronic mail messages, commercial or otherwise, including, but not limited to, the sending of unsolicited mass mailings from another service which in any way implicates the use of Netwood's products or services, or any Netwood electronic mail address. Client assumes the risk of all damages and

injury associated with the use of an Internet access connection and Netwood's services and products. Client agrees not to use any Internet access connection or any products or services purchased from Netwood in a manner prohibited by any federal, state, county, or local law.

V. Service Plans and Term Commitment

Cancellation by Client prior to the end of term as agreed upon is subject to a Disconnect / Cancellation Fee as outlined in paragraph VIII. This agreement is for a term as agreed upon, commencing on the delivery date of the Internet access connection and/or service. The agreement becomes a month-to-month agreement after agreed upon term of duration with no Disconnect/Cancellation Fees. Netwood shall have the option to terminate this agreement at any time for any reason whatsoever, provided that Netwood gives the Client at least 30 days advance written notice of its intention to terminate and, in that event, the Client shall not be liable for any Internet access charges that otherwise become due after the termination. If the Client fails to pay any charges or fees within 30 days of the due date, all services will be terminated, the Client shall be deemed to have breached this agreement, and all remaining Internet access connection charges for the agreed upon term of duration shall become due and payable, along with a Disconnect/Cancellation Fee. To restore service, a \$150 Reactivation Fee will be charged and that fee, along with the balance due on the account, must be fully paid before Internet access connectivity and/or service will be reinstated. After the initial term, Netwood may modify this agreement at any time by providing the Client with at least 30 days advance written notice of the modification. The Client's continued use of the products or services constitutes acceptance of this agreement as modified.

VI. Service Level Agreement

Netwood's target for Network Availability is 99.99%. Network Availability is defined as the percentage of minutes in a calendar month a customer circuit did not experience a service outage in that month. The availability target does not account for scheduled outages on Netwood's Network or events outside of Netwood's control, including, but not limited to, Force Majeure events, or equipment outages on equipment owned by Client. Network downtime is calculated commencing with the date and time on which you contact Netwood and a trouble ticket is opened, and ending upon confirmation from Netwood that the network is restored.

If Netwood does not meet Network Availability target for a particular month, Netwood will provide a credit to you based on the amount of downtime experienced. Each hour of downtime constitutes an hour of credit. Downtime in excess of 5 hours in one day will be considered an entire day. Credit is calculated based on the monthly recurring fee and a 30 day month.

VII. Transmission Speed Warranty

A Netwood Internet access connection will be considered successfully provisioned if the maximum throughput is 80% - 100% of the ordered service. Netwood has no control over the transmission speed across the Internet and make no warranties regarding throughput or network delay.

VIII. Fees

Disconnect/Cancellation Fee: 100% of the outstanding amount of the remaining agreed upon term

Reactivation Fee: \$150

NSF checks: \$25 per check or incident

IX. Dispute Resolution; Choice of Law; Venue; Jury Trial

The parties shall attempt to resolve any disputes between them without resort to litigation in court.

Client's remedies are limited as set forth herein. This agreement shall be construed in accordance with and governed by the internal laws of the State of California without given effect to choice of law. Any legal action or other legal proceeding relating to this agreement or the enforcement of any provision of this agreement shall be brought or otherwise commenced in a state or federal court located in the County of Los Angeles, California. Each of the parties hereto irrevocably waives the right to a jury trial in connection with any legal proceeding relating to this agreement or the enforcement of any provision of this agreement.

X. Attorney Fees

In any litigation or other proceeding by which one party seeks to enforce its rights under this agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations to the agreement, the prevailing party shall be awarded reasonable attorneys fees, together with any costs and expenses, to resolve this dispute and to enforce the final judgment.

XI. Force Majeure

Netwood shall not be responsible for any failure to perform any obligation or provide service hereunder because of any act of God, strikes, work stoppage, equipment or facilities shortages, governmental acts or directives, war, terrorist attack, riot or civil commotion, or any other force beyond Netwood's reasonable control.

XII. Assignment

Client shall not assign or transfer its rights or obligations under this agreement without the prior written consent of Netwood and any attempted assignment without such consent shall be null and void.

XIII. Enforceability

If any provision of this agreement is held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this agreement shall remain valid and enforceable according to its terms.