

 **vUnity Bonded Internet Service Agreement**

The undersigned hereafter referred to as Customer, contracts vUnity, Inc. to provide fault tolerant business internet service. The Customer and vUnity agree to the following:

Technology: A Simple Non-Disclosure

vUnity will keep all Customer records confidential and will never share Customer data with third parties unless required by law. vUnity will not participate in data mining or contextual advertising and the Customer agrees to keep vUnity technology, equipment, and trade secrets confidential. Customer will not share information about vUnity with competitors. This provision will survive termination.

Services Provided: Our Commitment to reliable internet service.

vUnity agrees to provide reliable business internet service with 99.999% availability and will prorate the Customer for any loss of network connectivity. vUnity commits to provide the following throughout its carrier grade network:

- At least 100% of the estimated speed listed in Service Investment Summary
- Less than 0.5% packet loss
- Less than 50ms latency
- Less than 10ms of jitter

Hardware Provided: Customer Premise Equipment

vUnity will provide its proprietary modem to bond network connections, hereafter referred to as Customer Premise Equipment. vUnity will warranty the Customer Premise Equipment against defects for the length of the Service Term and promptly replace any defective hardware. The Customer will be responsible to provide power, cooling, and protection of the Customer Premise Equipment against theft or physical damage.

Engineering: Standard Service Requests

vUnity agrees to maintain a staff of trained engineers to promptly resolve Service Requests, within four hours, each weekday between 8am and 8pm Pacific Time. Customer agrees to notify vUnity of Standard Service Requests via email to Support@vUnity.com

Emergency Support: We're always here.

Emergency Support Requests may be initiated by the Customer if an outage is causing a total loss of connectivity or serious financial loss to the Customer's business. Emergency Support Requests receive immediate response and priority over other requests. vUnity will work nonstop to restore service using a direct NOC Escalation, remote troubleshooting or technician dispatch at vUnity expense.

Emergency Support Requests are initiated via the vUnity Emergency Support Hotline by calling 1-877-248-5354 x4

What we're not: Your in-house support department.

vUnity will work around the clock to restore service after receiving an Emergency Support Ticket. After hour technician dispatches, and LEC prioritization will be provided at no expense to the Customer, however, technician dispatches resulting from faulty internal wiring or non-vUnity related issues will be assessed a minimum dispatch charge of \$350 and an hourly billable rate of \$200.

Disaster Recovery: We're prepared.

A dispatched technician may provide, at vUnity expense, an alternative internet access such as wireless connectivity for an outage expected to last more than two hours. Technicians in earthquake zones are ready and equipped with vUnity wireless equipment but make no guarantee to availability of wireless service.

Services Prohibited: Things you can't do.

vUnity prohibits illegal activities and the Customer agrees not to misuse any of the systems provided. Unsolicited Bulk Email, ARP Spoofing, hijacking, hosting phishing websites or other illegal activities will subject the service to termination and the Customer will remain liable for any remaining service charges.

Service Investment: What it costs

Service charges for vUnity are billed monthly, include taxes, and are billed in advance. Customer agrees to pay all invoices for monthly service, within 15 days, using a major credit card, check or electronic check, until contract termination.

Termination: A simple goodbye!

This agreement may be terminated by the Customer at any time with at least 30 days' notice of cancellation. Customer agrees to notify vUnity via an email to Service@vUnity.com and include the Customer account number, service address, and date of requested cancellation. Optionally, Customer may provide the reason for terminating service. (i.e. Moving Service to other address)



Service Investment Summary:

| Non-Recurring Charges | Quantity | Price |
|-----------------------------|----------|--------|
| Professional Installation | On Site | WAIVED |
| vUnity Equipment | One Kit | WAIVED |
| Total Non-Recurring: | | \$0 |

| Monthly Recurring Charges | Quantity | Price |
|---------------------------|-------------|----------|
| vUnity Service w. QoS | PLATINUM | \$ |
| Additional Static IP | Five Static | Included |
| Total Recurring: | | \$ |

| Technical Info | Quantity |
|---------------------------|-----------|
| Circuits in Pool | 4 |
| Distance in KFT | 5,150 |
| Upstream Estimate | 31Mbps |
| Downstream Estimate | 4Mbps |
| BGP Network Transfer Rate | Unlimited |
| IPv4 Allocation Requested | /29 |

| |
|--------------------------------|
| Company Name |
| |
| Price Guarantee |
| Two Years |
| Installation Address |
| |
| Technical Contact Name |
| |
| Technical Contact Tel |
| |
| Technical Contact Email |
| |
| Billing Contact Name |
| |
| Billing Contact Tel |
| |
| Billing Contact Email |
| |

Return via email: Service@vUnity.com

Or return via fax: 1-310-361-3949

| | |
|-----------------------|-----------|
| Non-Recurring Charges | \$ |
| Service Deposit | \$ |
| Total Due Now | \$ |

X _____ (DATE)

Authorized Contract Manager
vUnity, Inc.

X _____ (DATE)

Customer

Customer Printed Name: _____