



Corporate Headquarters: 8200 S. Akron, Suite 108, Englewood, CO 80112 (303)649-9600

TERM AND CONDITIONS OF SALE

1. SELLER - "Seller" within this Agreement is defined as Burst Communications, Inc.
2. PURCHASER - "Purchaser" within this Agreement is defined as the customer or one who has expressly requested the services of the Seller. This includes any and all people who purchase items from Seller.
3. EQUIPMENT - "Equipment" includes any software, hardware and accessories referenced within the sales quote together with any additional equipment sold or delivered to Purchaser by Seller.
4. SERVICE - "Service" is any action and/or labor required by Seller for Purchaser.
5. SHIPMENT - All delivery is F.O.B. shipping point unless otherwise indicated. Any delivery dates herein are predictions made by Seller of the times within which it anticipates making shipments and are not guarantees of delivery by such dates. Seller shall use its reasonable efforts to comply with such schedules, but shall not be liable in damages or otherwise, nor shall Purchaser be relieved of its performance hereunder because of Seller's failure to meet such delivery dates. Title to and risk of damage to Equipment shall pass to Purchaser upon delivery to the carrier. Purchaser shall have the responsibility to obtain and pay for insurance and negotiate with the carrier and/or insurer in the event of miss-delivery, loss or damage, even if Seller has secured insurance at Purchaser's request. In the absence of specific instructions, Seller will ship by what it deems to be the most appropriate method. Purchaser will pay all freight charges unless otherwise noted. When special or export packaging is requested or required in the opinion of Seller, the cost of same, if not stated herein, will be an additional charge. Seller shall not be liable for any delay in delivery or other failure of performance hereunder due to any causes beyond its control, including, but not limited to acts of God or governments, labor disputes or inability to secure materials, labor or transportation. In the event of such delay, Seller's time for delivery or other performance shall be extended for a period equal to the duration of such delay. All requests to reschedule or cancel an order are subject to acceptance by Burst Communications, Inc. Seller reserves the right to assess a rescheduling or cancellation charge for requests received within thirty (30) of a scheduled shipping date. Purchaser must notify Seller, in writing, of any freight damage claims within ten (10) days from date of receipt of equipment. Freight claims received by Seller after the said time frame will not be accepted.
6. PRICES - Prices of Equipment quoted herein and/or on any supplementary schedules, unless otherwise indicated, do not include installation costs or any sales, use, excise or other similar tax levied by the United States or a state of subdivision thereof. The amount of any sales, use, excise or other similar tax applicable to this Agreement or the equipment covered thereby shall be paid by Purchaser to the appropriate taxing authority and Purchaser will indemnify Seller and hold it harmless from any claim, cost or expense as a result of Purchaser's failure to make any such payment.
7. TERMS: PAYMENT - Payment terms are as provided on the attached quotation hereof. Delay in delivery of a portion of any Equipment shall not extend Purchaser's obligation to make payment pursuant to the terms of this Agreement for Equipment already delivered. Purchaser agrees to submit reasonable financial information if requested by Seller. Seller may at any time, when, in its opinion, the financial condition of the Purchaser so warrants or Seller deems itself insecure or if Purchaser fails to make payments when due, or otherwise defaults hereunder, alter the terms of payment, including declaring any unpaid balance immediately due and payable, suspend credit and delay shipment until such terms are met, or pursue any remedies available at law (including but not limited to, all rights and remedies of a secured creditor pursuant to the Uniform Commercial Code) or under this Agreement, and in any such event Seller shall be entitled to reimbursement from Purchaser for its collection costs and expenses, including reasonable attorney's fees. If any action is taken by Seller to enforce this contract including these terms and conditions, Seller shall be entitled to recover its costs and reasonable attorney's fees, regardless of whether any suit may be brought by Seller. Seller may charge 1 1/2 % or maximum allowable by law per month on overdue accounts. If the prices stated herein represent a negotiated price based on a quantity purchase of items of Equipment, Purchaser agrees that if the purchase of all such items is not complete, then the prices of those items actually purchased shall be subject to a new invoice to Purchaser.

8. RETURNS - Seller is under no obligation to accept returns. Purchaser may not return any product purchased hereunder, without prior written authorization from Seller. Restocking charges may apply to any returned product, and these charges will be at the sole discretion of the Seller. All returned products must be in new condition and include all packaging, manuals, warranties, and related documentation as provided by the manufacturer.

9. SECURITY AGREEMENT - Purchaser hereby grants Seller a purchase money security interest in all Equipment sold hereunder until all charges therefore have been paid in full. Purchaser shall execute and deliver, at Seller's request, customary financing statements to perfect Seller's security interest. If Purchaser fails to execute such financing statement after requested by Seller to do so, Purchaser grants Seller a power of attorney to execute such financing statements on behalf of Purchaser.

10. CHANGES - Seller reserves the right to modify or change Equipment in whole or in part at any time prior to delivery to include electrical or mechanical refinements it deems appropriate without incurring any obligation to modify or change any Equipment previously delivered or to supply new Equipment in accordance with earlier specifications.

11. WARRANTY, LIMITATION OF LIABILITY - THE SOLE WARRANTY TO THE EQUIPMENT IS THE WARRANTY (IF ANY) SUPPLIED BY THE ORIGINAL MANUFACTURER. EXCEPT AS SET FORTH HEREIN, SELLER DISCLAIMS ANY AND ALL WARRANTIES TO THE EQUIPMENT SOLD INCLUDING BUT NOT LIMITED TO, ANY WARRANTY, EXPRESS OR IMPLIED OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER'S SOLE REMEDY FOR ANY BREACH OF WARRANTY IS WITH THE MANUFACTURER OF THE EQUIPMENT.

12. EXCLUSION OF DAMAGES - IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR GENERAL DAMAGES IN ANY ACTION, WHETHER BASED ON TORT, CONTRACT, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT OR SERVICES FURNISHED HEREUNDER. FURTHER, IN NO EVENT SHALL EITHER SELLER OR PURCHASER BE LIABLE FOR CONSEQUENTIAL DAMAGES FOR BREACH OF THIS AGREEMENT. THE DAMAGES EXCLUDED UNDER THIS PARAGRAPH INCLUDE, BUT ARE NOT LIMITED TO, PURCHASER'S LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BROADCASTING TIME, AND DAMAGE TO THE BUSINESS REPUTATION OF SELLER AND PURCHASER. PURCHASER'S SOLE REMEDY AGAINST SELLER SHALL BE LIMITED TO THE REPAYMENT OF THE PURCHASE PRICE UPON RETURN OF THE EQUIPMENT.

13. GENERAL - This agreement is not assignable by Purchaser without Seller's prior written consent. Any attempt to assign any rights, duties or obligations hereunder without Seller's written consent shall be void. The existence, interpretation and performance of this Agreement are governed by the laws of the State of Colorado. This Agreement shall not come into effect nor will Seller have any duty to perform until accepted by Seller in writing at Seller's corporate headquarters in Englewood, Colorado. This Agreement

contains the entire agreement of the parties and supercedes all prior proposals and negotiations including any terms of any purchase order submitted by Purchaser. This Agreement cannot be modified, amended, or rescinded except as otherwise provided for herein, except in writing and signed by all the parties hereto.

14. WAIVER - The failure of either party to enforce any provision of these terms and conditions shall not be construed as a waiver of such provision or the right hereafter to enforce each and every provision. No waiver by either party, express or implied, of any breach of these terms and conditions shall be construed as a waiver of any other breach of such term or condition.

Accepted by: (please print) _____ Date: _____

Signature: _____ Title: _____

Company: _____