

Service Agreement

Requested
 Activation Date: _____ Customer Name: _____
 Email Address: _____ Billing Contact: _____
 Service Address: **151 Kalmus Drive, Suite** Billing Address: _____
Costa Mesa, CA 92626
 Phone(s): _____ Fax: _____
 Technical Contact: _____ Technical Phone: _____
 Domain Name: _____ Technical Email: _____

FINAL CONNECT Internet Access Service: (prices do not include applicable taxes-currently 4.0%)

Qty.	Service Plan (Inet Access / Domain Services)	Price ea.	Subtotal
1		\$	\$ monthly
		\$	\$ monthly

Installation Services: (prices do not include applicable taxes – SELECT ONE)

Selection	Service	Price
	Final Connect Complete Installation (i)	\$ 395
	Customer Self-Install Installation (ii)	\$ 200

- i. The Installation/Equipment Fee includes installation of a wired connection between your suite and our data connection center, up to 1-hour of onsite configuration services by one of our staff and an Ethernet Router. We also offer low-cost equipment upgrades for more robust firewall and VPN devices including Cisco® ASA, Cisco® ISR and SonicWall® products..
- ii. The Self-Install fee includes installation of a wired connection between your suite and our data center. Customer must provide and configure a Customer provided Ethernet router as well as all Customer devices including PCs. The service does NOT include engineering time or configuration assistance with connectivity services.

Do you need more than 1 public IP address? If so, how many? _____ (additional set-up/equipment fees apply)

Will you have any publicly available servers at your location (such as mail, web or ftp)? _____

1. FINAL CONNECT Corporation agrees to provide to the Customer the service configurations described above. Subsequent Service Agreements shall be established to define any changes to the service listed herein.
2. Processing of the Customer order begins upon receipt of a signed Service Agreement. Initial billing for Internet Access services shall be paid during service activation and installation on Customer premises. The service activation date shall be defined separately on an installation and configuration form provided by Final Connect to customer.
3. The initial term of this Agreement shall be for a period of 1 month(s) from the date of installation of the Internet Access Service, as estimated above. After the initial term, either party may terminate this agreement upon thirty- (30) days written notice. This Agreement shall remain in effect until terminated. All payment terms shall remain in effect until Customer account has been paid in full.
4. Final Connect requires electronic transmission of invoices and billing statements to Customer. If you prefer to receive invoices via U.S. Postal service delivery, you will be charged an additional \$5/month for such service. If you choose either facsimile or email delivery, no additional charge shall apply. Your first billing statement will include a form for your use in selecting your preferred invoice/statement delivery method.

INTERNET ACCESS AND SERVICES TERMS AND CONDITIONS

1. Customer agrees to purchase Internet Access Services from FINAL CONNECT Corporation. The services provided are listed on the attached Service Agreement and the prices to be paid by the Customer are listed on the attached Service Agreement. FINAL CONNECT Corporation agrees to allow Customer to connect computing facilities at Customer's Service Address to the FINAL CONNECT Corporation network and associated third parties to connect to the Internet in accordance with the terms of this agreement.
2. FINAL CONNECT Corporation shall provide an invoice or other billing statement to Customer for services provided by Final Connect to customer on a monthly basis. The initial bill may include non-recurring installation charges. Customer shall remit payment to Final Connect in advance of customer receiving services and will be in accordance with the standard billing procedures set forth by FINAL CONNECT Corporation. Customer payments for Services are due and payable a minimum of one (1) day prior to Customer receiving services. Customer unpaid balances shall be considered late and subject to a 10% late payment penalty if a payment for such unpaid balances is received by Final Connect more than 5 days past the payment due date specified on Customer invoices and/or billing statements. If payment is not received prior to the first date of the period for which Customer is to receive Internet Access Services from Final Connect Corporation, Final Connect Corporation may remove the Customer from the Final Connect Corporation network without notification. Final Connect Corporation may also terminate this Agreement without notice if Customer payment is not received as specified herein. Unpaid invoices shall be subject to the terms specified above as well as those specified on the monthly and recurring invoices. A FINANCE CHARGE of 1.5% which is an 18% APR shall be applied to all accounts 30 or more days past due. This amount is in addition to any late fees specified herein.
3. Customer agrees to use FINAL CONNECT Corporation Internet Access Services only for lawful purposes. Transmission of any material in violation of any US or state regulation is prohibited. This includes but is not limited to copyrighted material, material legally judged to be threatening or obscene, or material protected by a trade secret. Customer agrees that Final Connect Corporation would be irreparably harmed by the use, by members or otherwise, of Final Connect Corporation's Service or facilities in connection with the transmission of Spam Email, Spam Newsgroup Postings or Unsolicited E-Mails in violation of this Agreement, as defined by trade, and that Final Connect Corporation shall be entitled to obtain injunctive relief against such transmission. Such remedy shall not be deemed to be an exclusive remedy, but shall be in addition to all other remedies available at law or in equity. Final Connect Corporation reserves the right to block, filter or delete Unsolicited E-Mails, Internet Access or other Internet transmissions without notice or warning. Final Connect Corporation may also terminate this Agreement without notice if Customer violates any portion of this paragraph and may temporarily disabled Services to Customer without notice.
4. Customer assumes total responsibility and risk for Customer use of the service and of Customer account. Final Connect Corporation and any third parties who contribute to the service are not responsible for any loss, damage or cost (including consequential damages) to Customer or anyone else using Customer account that might incur due to Customer use or inability to use the service. Our liability is limited to the greatest extent allowed by law. In no event shall Final Connect Corporation liability or the liability of third parties who contribute to the service exceed (1) for injury to property or person caused by our negligence, the amount of direct damages to the property or person, or (2) for all other claims, actions or damages permitted under this agreement, our service charges during the affected period. Final Connect Corporation makes no express or implied warranties (including warranties of title, noninfringement, and implied warranties of merchantability or fitness for a particular purpose), representations, or endorsements regarding the service or any third party material available through the service. Furthermore, the service is provided on an "as is, as available" basis -- we do not warrant that they will be uninterrupted or are error-free. Finally, customer agree to defend, indemnify, and hold harmless Final Connect Corporation and third parties who contribute to the service from any loss, damage, or cost (including attorneys' fees) resulting from Customer violation of this agreement or any activity related to Customer account.
5. Customer agrees that FINAL CONNECT Corporation has no liability for damages to Customer's personnel or equipment while connected to the FINAL CONNECT Corporation network or premises, other than damages attributable to the willful misconduct by FINAL CONNECT Corporation.
6. Final Connect Corporation shall credit customer for any interruption in service availability as a direct result of Final Connect Corporation's network, facilities and associated systems. Final Connect shall not be responsible for any interruption in service availability as a result of third party providers or equipment as well as Customer provided equipment outside of Final Connect Corporation control, but Final Connect Corporation may, at Final Connect Corporation sole discretion, credit customer for portions thereof of any interruption in service availability caused by third party providers. Customer shall notify Final Connect of any interruption in service availability. Final Connect Corporation provided equipment under Final Connect Corporation installation services shall not be warranted by Final Connect Corporation. Such equipment shall be warranted by the equipment manufacturer or other third-party and shall be the responsibility of Customer.
7. Customer agrees to comply with the rules and regulations appropriate to any network that is being accessed through FINAL CONNECT Corporation. Any attempts to break security, run password crackers or to access another company or person's account will result in termination of Customer's account without notice.
8. FINAL CONNECT Corporation exercises no control whatsoever over the content of the information passing through its network. The Customer is aware that the information that is available or obtainable from FINAL CONNECT Corporation or interconnecting networks including the Internet may not be valid, accurate or legal. FINAL CONNECT Corporation makes no warranty of any kind, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or information residing on or passing through any networks. Use of any information obtained from or through services provided by FINAL CONNECT Corporation will be at Customer's own risk.

