

INFRASTRUCTURE SERVICES AGREEMENT

THIS AGREEMENT made between [SERVICE PROVIDER] (the "Service Provider"), [address] and [CUSTOMER] (the "Customer") effective as of the completion of connection.

1. Term of Agreement

This Agreement shall remain in effect for a period of [period].

2. Provision of Services

Service Provider will provide Customer with [Internet access, telecommunications, e-mail messaging, Intranet, network services, web hosting, dedicated servers, co-location services, information services, data management services, etc] and will install the equipment necessary to provide such services in exchange for payment by Customer of the required fees and Customer's agreement to comply with the terms and conditions of this Agreement.

3. Terms of Payment

Service Provider shall bill Customer on a monthly basis, one month [in advance/in arrears]. Payment of each invoice shall be due within _____ days from the date of the invoice. [A late payment fee of \$[amount] shall be charged on any account which remains unpaid after such ___-day period.] [Accounts remaining unpaid following such ___-day period shall accrue interest at the rate of ____% per annum (___% per month) until paid.] If any account remains unpaid after a period of _____ days, all services to the Customer shall be suspended until the account is paid in full, and the Customer shall pay an additional reconnection fee of \$[reconnection fee] before the services are restored.

4. Termination

Customer may terminate this Agreement by providing Service Provider with _____ days written notice via e-mail, fax, personal delivery or certified mail at Service Provider's address as herein set out. [Any termination of this Agreement under this provision shall be subject to a termination fee of ____% of the monthly fees remaining due under this Agreement from the date of termination to the end of the current term.] In the event of termination under this provision, all amounts remaining due and owing to Service Provider [including the termination fee] shall be due within _____ days of termination. Accounts not paid within such ___-day period shall accrue interest at the rate set out in paragraph 3 hereof.

5. Set-Up Fees

Customer shall pay Service Provider the Set-Up Fees listed on Schedule "A" hereto, which Schedule or any replacement thereof is incorporated herein and forms a part hereof. The parties agree that Schedule "A" may be amended, revised and/or replaced in its entirety at any time upon such amended, revised or replacement Schedule being initialed by both parties hereto.

6. Equipment

All equipment (the "Equipment") provided hereunder, excepting equipment purchased and paid for in full by Customer, shall at all times remain the property of Service Provider. Customer shall not sell, transfer, lease, encumber, mortgage, assign or otherwise dispose of all or any part of the Equipment to or in favor of any third party. Customer shall pay for the repair of or the full replacement cost of any lost, stolen, damaged, sold, transferred, leased, encumbered, mortgaged, unreturned or assigned portion of the Equipment, together with any costs incurred by Service Provider in obtaining or attempting to obtain possession of any such portion of the Equipment. Upon the expiration or termination of this Agreement, Service Provider shall have the right to retrieve the Equipment from Customer's premises [during Customer's normal business hours].