



# Contract Terms and Conditions

**Agreement:** These Terms and Conditions are part of the Sonora Communications, Inc. Services Agreement ("Agreement") by and between the Customer identified in the Agreement ("Customer") Sonora Communications, Inc. doing business as Sonora Communications, Inc. ("Sonora Communications"). Pursuant to the Agreement and subject to availability, Sonora Communications shall provide to Customer the Internet Connection Services ordered in the Agreement ("Services").

**Billing and Payment:** Commencing with the first full month of service, Sonora Communications shall invoice Customer applicable service charges and fees listed in the Agreement, as well as applicable taxes and government surcharges. The first invoice will include any non-recurring charges incurred and the pro-rated monthly recurring charge for service rendered prior to the invoice date, as well as the monthly recurring charge for service to be provided during the month in which the invoice is sent. Payment by Customer of invoiced amounts in U.S. dollars is due within ten (10) days of the invoice date. Authorized monthly credit card payments are charged to Customer's credit card. Past due accounts will be charged a late fee of 2% per month (or legal limit, if less) on any unpaid past due balance.

**Setup Fee:** Standard administrative setup fee of \$39.95 is waived with signed contract.

**Services Availability:** Once installed, Services will be available 24 hours a day, 7 days a week, except in the event of any scheduled preventive maintenance, for which Sonora Communications will use commercially reasonable efforts to provide prior notification via electronic mail to Customer, or of any unscheduled emergency maintenance which shall be concluded as soon as practical. Sonora Communications, Inc. is responsible for Internet access service. ADSL services listed require a Qwest DSL connection to our data center. See Qwest for Qwest charges and fees.

**Minimum Service Term:** The Minimum Service Term shall be that stated in the Agreement for the respective Service ordered but shall be no less than 365 days from the date on which Sonora Communications installs the Service ordered or subsequently accepted by Customer.

**Chosen Service Term:** The Service Term for this contract is for \_\_\_\_\_ year(s) (one year minimum).

**Monthly Recurring Charge (please initial one) - Chosen Service Type:**

- IDSL (up to 144Kbps - \$18.95)**       **Standard DSL (256K - \$14.95)**   
**Deluxe DSL (up to 7Mbps - \$18.95)**

**Suspension and Termination of Services:** Customer may terminate Services upon 30 days prior written notice to Sonora Communications, provided that Customer pay to Sonora Communications the early termination fee if the termination occurs within the minimum Services Term. Such termination notice from Customer must be in the form of an email sent to [support@sonoracomm.com](mailto:support@sonoracomm.com), with "Terminate Internet Services" stated in the subject line of the email and Customer's contact information and identification of the particular Services to be terminated included in the body of the email. Sonora Communications may suspend or terminate Services and this Agreement without prior notice if Customer fails to timely pay in full for Services Ordered. Customer may reinstate Services suspended for nonpayment if, within 5 days of the Services suspension date, Customer pays to Sonora Communications the Service Reinstatement Fee plus all outstanding amounts due, including the cost of Services that would have been provided during the suspension period. If the Customer chooses not to so reinstate Services, Sonora Communications will deactivate Services without further notice and any applicable invoiced charges, including any applicable Early Termination Fee, shall become immediately due and payable.

**Effect of Termination:** Upon termination of services Sonora Communications will disconnect Customers circuit. In addition, for any termination of Sonora Communications, Inc. Services that occurs after Customer submits its request for service but within 365 days after the Services installation date, Sonora Communications shall invoice Customer, and Customer shall pay, an Early Termination Fee of an amount equal to the MRC of the remaining term up to 365 days.

**Force Majeure:** If Sonora Communication's performance of this Agreement is prevented, restricted or interfered with by any cause beyond its reasonable control, including but not limited to acts of God, fire, terrorism, labor strike, cable cut, supplier breaches or delays, government order, law, or government directive, then Sonora Communications shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference and Sonora Communications shall use reasonable efforts to avoid or remove such cause of non-performance and shall perform with reasonable dispatch whenever such causes are removed or cease.

**Entire Agreement:** The Agreement constitutes the complete and exclusive statement of the understandings of Sonora Communications and Customer with respect to the subject matter of the Agreement and supersedes all prior oral and written statements relating to the Sonora Communications, Inc. Services provided hereunder. The Agreement may be modified or amended only by a written document by Sonora Communications, Inc.

Credit Card # \_\_\_\_\_ Exp. \_\_\_\_\_ Name on Card \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Service Address \_\_\_\_\_ Phone # \_\_\_\_\_