

LavaNet Frame Relay Application v.4.6

Visit www.lava.net/sales/frame.html for more info. LavaNet 733 Bishop St. #1170 Honolulu HI 96913
808-545-5282 (from Oahu or out of state) or 888-545-5282 (from neighbor islands), FAX 808-529-0596
This application is for the Internet portion of the connection and does not include local loop telco fees.

Customer Information:

Contact Name: _____

Address: _____

Phone: _____ Fax: _____ Email address: _____

Contact me about optional consulting services for router configuration yes no

Contact me about optional consulting services for onsite network setup services yes no

Contact me about optional web site, ecommerce, and graphic design services yes no

Mailbox Username LavaNet sends announcements to its users whenever there may be scheduled maintenance or downtime. For this reason, you must receive email sent to this LavaNet mailbox so that we may contact you. Note that the mailbox does not imply dial-up service of any kind. Preferred username: minimum of 2 characters, maximum of 8, no spaces or punctuation.

Are you converting an existing account with the same username to Frame Relay? yes no

Would you like us to enable Spammo, the LavaNet anti-spam filter for this mailbox? yes no

_____ **@lava.net** **NOTE:** This email address can be forwarded to an address you check more frequently. If needed, please indicate the alternate email address we should forward your LavaNet email to below:

Customer Equipment Type

_____ (i.e., Router & CSU/DSU)

Telco Contact Information: Contact Name: _____

Work Phone: _____ Email address: _____

Local Loop: Already ordered by customer. Billed separately by telco. Customer prefers LavaNet to order local loop and bill telco fees with Internet fees. Quote requested. (Requires separate contract)

Are there any third-party consultant(s) you would like to authorize to work with LavaNet on your behalf?:

Name: _____ Title/Company: _____

Work Phone: _____ Fax: _____ Email address: _____

In order to help us verify the identity of your consultant, please have them supply the name of their first pet or first best friend:

_____ is this a pet friend

One time setup fee: \$300.00 (\$150.00 for changes in existing line speeds only)

The initial setup fee includes up to 16 IP addresses. Setup fee is non-refundable. (unless installation of service is not completed for reasons beyond customer's control.) Note that is you change the size of your IP Block after initial setup, there is a \$150.00 block change fee. IP addresses are allocated to ISPs based on need and are subject to audit to verify usage. Pending availability, if 64 addresses are needed there is an additional \$50.00 fee. Pending availability, for a class C, there is an additional \$100.00 fee. Block size changes **will** require you to renumber your network. **All IPs, even single static IPs may need to renumber from time to time as LavaNet's network evolves.** We strongly recommend the use of Network Address Translation and C-Names to minimize numbering difficulties. Consult your Network Administrator for more details. Number of IP addresses required: _____

LavaNet Monthly Service Fees (does not include Verizon service fees)

Please select the box that corresponds with the line speed. Monthly cost and number of gigabytes of data traffic per month are indicated next to the box. Ample bandwidth is included for most users. If exceeded additional bandwidth is billed at \$6.25/Gbytes. 1 GByte is defined as 1024³ Bytes.

Verizon Fees are NOT included. Please call LavaNet for details/estimate.

SPEED LEVEL

- 56K \$ 185.00 (up to 4.5 Gbytes/month)
- 128K \$ 255.00 (up to 10.3 GBytes/month)
- 256K \$ 375.00 (up to 20.7 GBytes/month)
- 384K \$ 494.79 (up to 31 GBytes/month)
- T1 (1.54Mb) \$1,584.99 (up to 125 GBytes/month)

Note: Default CIR on frame relay is 25%. LavaNet supports up to 50% CIR for these fees. **If you plan to use 75% or 100% CIR, please let us know, additional fees may apply.** CIR = Committed Information Rate. It guarantees performance levels between you and your ISP. CIR cannot guarantee speeds to and from the Internet as these will constantly change.

OPTIONAL: CIR REQUESTED

- 25%
- 50%
- 75% LavaNet will confirm the fees with you.
- 100% LavaNet will confirm the fees with you, please tell us your preference:
 - _____ 100% CIR, AGGREGATED with other client traffic. (lower cost)
 - _____ 100% CIR, DEDICATED and NOT aggregated with other client traffic.

Billing Method, Contacts and Identity Verification:

Billing inquiries should be directed to:

Name: _____ Title: _____

Phone: _____ Fax: _____ Email address: _____

Monthly Invoice Destination (invoices sent via email only):

Company: _____

Department: _____

Billing Email Address: _____

Automatic Credit Card Payment Authorization:

Put my signature on file for monthly credit card payment of my LavaNet account charges and all charges I have authorized LavaNet to make on my behalf. I authorize LavaNet to bill me on a monthly basis, at the current rate for the type of account I have chosen, until my account is terminated. When my card expires, I will provide LavaNet with the new expiration date or a new card number. Changing the card number on file will require that another authorization form be filled in and signed off on again.

Name On Card: _____

Card Number _____ Exp Date: _____

Authorized Signature: _____

LavaNet takes Internet abuse seriously. Internet abuse originating from customer account (regardless of source) results in forfeiture of all setup and monthly fees plus applicable penalties. Customer agrees to abide by LavaNet definition of Internet abuse. Among other types of abuse, spamming and UCE (or their relay) are specifically not tolerated on our system. Please consult the User Agreement for full details and penalty descriptions. A signed copy of the User Agreement is required for service

Account Security Information:

Unless noted otherwise on the application, the people listed as contacts on the main application (i.e., company contact, technical contact & if different, the individual who signed the LAN agreement) have the ability to authorize changes to your account and also have access to sensitive account information, including access passwords. It is important that we verify the identity of these individuals before taking any requested actions or providing requested information.

Please take the time to have **each contact** authorized to request (from LavaNet) your account information fill out a unique secret question/ secret answer for verification purposes and your protection.

Contact Name: _____

Contact Signature: _____

Phone: _____ Fax: _____ Email address: _____

Default Secret Question:

What was the name of your first pet or first "best friend?" _____

Is this a pet or best friend? (We don't want to offend any best friends! (or pets :))

-OR-

Create a Secret Question of your own. It **MUST** be information not known by anyone but you. For instance, Mother's Maiden Name is not a good question. Questions with yes or no answers cannot be accepted.

Create your own!

My own Secret Question: _____

My own Secret Answer: _____

LavaNet Terms and Conditions for Local Area Network-enabled (LAN) Services (Services with Static IP) V.5.5 7/2004

This document represents the complete agreement and understanding between LavaNet, Inc. (hereinafter called LavaNet) and Customer and supersedes any other written or oral agreement for LAN connectivity services. Upon notice published on-line at <<http://www.lavanet.com/about/terms.html>> LavaNet may, with thirty days notice via email, change these terms and conditions, and/or change the prices charged for these services, and/or discontinue or change the services offered. Use after the thirty days notice constitutes acceptance of the new terms and services. If customer does not agree with the new terms and condition, Customer may cancel this agreement in accordance with the terms and conditions stated herein. LavaNet will not enable Customer's LAN access until LavaNet receives this form signed and dated by Customer, or by an authorized agent of Customer. If Customer is under 18 years of age, Customer's parent or legal guardian must also sign the LavaNet Parent or Guardian Agreement.

Provision of Services

The terms of this contract pertain to provision of Internet access by LavaNet via any dedicated Internet connection between LavaNet and Customer (hereinafter called LAN Access). LavaNet will provide services on its networks and host computing systems to Customer in exchange for payment of fees and compliance with the terms and conditions of this document. LavaNet services are defined as the use by Customer of computing, telecommunications, software, and information services provided by LavaNet. These services also include the provision of access to computing, telecommunications, software and information services provided by others via the Internet. LavaNet LAN Access services may include individual dial-up access accounts, may include UNIX accounts on LavaNet's host computers, and do not include technical support for Customer's network attached to LavaNet via this service.

IP Addresses

IP addresses assigned for Customer's use remain the property of LavaNet. Addresses will revert to LavaNet on the termination of this agreement, and Customer agrees to cooperate in changing or renumbering the IP addresses assigned to Customer, when necessary to facilitate operation of LavaNet's network.

Security of Computer Systems

Customer agrees not to use any LavaNet services to obtain the passwords of customers on LavaNet or other systems. Customer agrees not to use LavaNet

services to make unauthorized attempts to access the systems and networks of others. Customer agrees not to attempt to disable or interfere with the use or operation of the systems and networks of others. Customer acknowledges that any such attempts may violate applicable Federal, State or other laws and may be cause for criminal prosecution. LavaNet agrees to respect the privacy of Customer's personal files and email, and will not disclose customer information to unauthorized third parties except as required by law. LavaNet reserves the right to monitor Customer actions as necessary to help Customer or to protect LavaNet's users and systems. Data sent or received through the Internet or LavaNet's system should not be considered inherently private or secure.

Forgery or Impersonation of Other Users

Customer agrees not to use any LavaNet service to impersonate any person, whether on LavaNet or other systems. Customer agrees not to send email or post Usenet messages under the username or real name of any other person, or otherwise impersonate another Internet user, whether for malicious purposes or otherwise. Customer agrees not to attempt to intercept or cancel other users' messages unless authorized to do so. If Customer does so, in addition to suspending or terminating Customer's service, LavaNet reserves the right to disclose Customer's account information to any affected parties.

Use of Copyrighted Material

Customer agrees not to use any LavaNet service to violate copyright or other intellectual property rights of any author, publisher, or other entity. For example, Customer may not upload or download commercial software in violation of software license agreements.

Abuse of Internet Services

Customer agrees to use the services provided by LavaNet as permitted by applicable local, state, and federal laws. Customer agrees, therefore, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law. Customer agrees to refrain from posting the same message to many inappropriate Usenet newsgroups (known as "spamming"). Customer agrees to refrain from unsolicited emailing (known as "junk mail" or "mail spamming"). Customer agrees not to post advertisements on Usenet except where appropriate, for instance in biz., .forsale, .marketplace, and other venues that specifically encourage or allow advertising. Customer agrees to respect the conventions of the newsgroups, lists and networks to which the customer is posting, including rules more restrictive than but not limited to the above. Customer agrees to abide by the usage rules of other sites and services Customer may access through the Internet, including but not limited to the usage conventions of remote IRC servers, MUDs, and Web servers.

EXCEPT AS NOTED: In the case of violation of this agreement, LavaNet reserves the right to cancel Customer's account without warning and to charge customer for administrative fees incurred as a result of any Internet abuse or abuse to the LavaNet system. In the event of abuse, the setup fee and prepaid monthly time will not be returned. If Customer needs help interpreting or applying these rules, Customer should ask LavaNet support/abuse staff for assistance.

Abuse of LavaNet Services

Any use of LavaNet system resources that disrupts the normal use of the system for other LavaNet customers is considered to be abuse of system resources and is grounds for administrative intervention. Depending on the nature and the severity of the abuse, Customer may receive an email warning, have access to LavaNet's servers blocked, or have their LAN Access suspended by LavaNet. If the misuse is unintentional, the suspension may be rescinded following discussion with LavaNet Abuse Staff. If the misuse is intentional or malicious, the suspension may be rescinded only at the discretion of LavaNet Management, and may require the payment of a service reinstatement charge. Occasionally, unintentional misuse may be misclassified as intentional misuse. Customers who believe their activity has been misclassified may appeal to LavaNet Management.

Discovering and Reporting Abuse

Violation of the LavaNet conditions of use is unethical and may in some cases be criminal offenses. You are expected to report to LavaNet any information you may have concerning instances in which the conditions of use have been or are being violated. When LavaNet becomes aware of possible violations, LavaNet will initiate an investigation. Confirmation of violations may result in termination of services, punitive fees, and/or criminal prosecution. LavaNet reserves the right to monitor Customer's actions as necessary to determine whether or not Customer is violating the conditions of use.

Offensive or Adult Materials

Some materials may be offensive or adult in nature. Customers less than 18 years of age must have a parent or legal guardian co-sign this agreement, verifying that the parent or legal guardian understands that Customer will have access to such materials and accepts responsibility for monitoring and/or controlling such access.

Enforcement

Customer agrees to abide by LavaNet's interpretation of all of the above provisions. If Customer needs help interpreting or applying these rules, Customer should ask LavaNet support staff for assistance. Customer agrees that all users of their LAN Access from LavaNet will be informed of all of the above provisions

regarding Abuse of Internet Services, Security of Computer Systems, Forgery or Impersonation of Other Users, Use of Copyrighted Material, Abuse of LavaNet Services, Discovering and Reporting Abuse and Offensive or Adult Materials. Customer agrees to enforce these provisions on all those who use Customer's LAN Access. Customer agrees that violations by any user of Customer's LAN Access may be grounds for termination of Customer's service.

Account and Agreement Term

If a contract term is on file, the term of this agreement shall begin upon signature and shall end at midnight one or more calendar year(s) following, unless terminated sooner as herein provided.

Premature termination of account term: Customer's cancellation of service before the termination date of this agreement shall be considered a breach of the agreement. In the case of such breach and in addition to any other damages, Customer shall be liable to pay the monthly fees due for every month or portion thereof remaining under this agreement. The number of months remaining shall be computed from and after the date of receipt by LavaNet of customer's written notice of termination.

If month-to-month account term is selected: This agreement shall remain in effect until Customer terminates or LavaNet cancels Customer's service.

For all service types: LavaNet may close accounts at any time for abuse or nonpayment without advance notice. LavaNet may occasionally require new registration and account information from Customer to continue service. In addition, Customer will notify LavaNet in writing or by email of changes in Customer's account information, such as authorized parties, address, telephone number, credit card number and expiration date.

LAN pricing is based on usage. If Customer's actual usage exceeds prepaid usage plan, Customer agrees to pay fees according to bandwidth and resources used.

Billing/Terms/Termination

If invoicing is requested: Invoices are sent via email only to the account specified by the account holder. It is the responsibility of the account holder to provide a current email address and to check their specified email account for bills. Failure to pay on bills time will result in loss of connectivity, service reinstatement fees and other penalties. In some cases, loss of domain ownership, email address availability or other losses could result.

Regardless of billing type selected, Customer agrees to pay bills on or before due date, and assumes full

responsibility for any consequences of unpaid or late-paid balances.

LavaNet will bill via email invoice or direct payment through credit or debit card. LavaNet will bill Customer monthly subscription and connection fees as set forth in LavaNet's current rate schedule. The LavaNet accounting cycle for LAN accounts is from the 1st of each month to the 1st of the following month. The LavaNet accounting period is one month. Customer will if needed pay a prorated amount to capture fees from the DSL service ready date to the 1st of the next month. If customer has existing services with LavaNet, this agreement will result in all services being billed 1st of the month to the 1st of the following month. Customer must notify LavaNet at least 15 working days before the next payment is due if customer wishes to change the method of payment. Service payments are submitted in advance of receiving services. Excess bandwidth fees will be invoiced separately. Delinquent accounts are those that remain unpaid at the beginning of the next accounting cycle. There is a service charge for each returned check. For a complete list of administrative fees and penalties, please consult <www.lava.net/billing/fees.html>

LAN accounts that are delinquent by two weeks or more may be suspended immediately for non-payment and the services may be eliminated. LavaNet accounts continue to accrue charges while they are suspended. LavaNet will charge a service reconnection fee to reactivate a disabled account. Accounts delinquent by two weeks or more may have their email, web, ftp and other files purged. Should LavaNet agree to reactivate the account, the past-due balance must be paid in full, plus a reactivation fee and the next month's service. Overdue account balances may be turned over to a collections agency two (2) weeks after suspension or cancellation of the account. There is a service charge for each returned check. The time limit for objecting to a bill is 90 days after receipt of a bill, or the bill will be presumed to be valid and accurate.

Customers in good standing may pay a fee to put some LAN services on hold during which it will not accrue monthly charges. No email or other files will be stored. For details and availability, see <<http://www.lava.net/billing/fees.html>>.

Termination requests for LavaNet accounts must be received in writing via email, fax or postal service at LavaNet's main office. Accounts will be terminated as of the end of the accounting cycle, which includes the date when the request is received, or the accounting cycle which includes the date specified in the termination request. If a contract term is on file, penalty fees apply for early cancellation. LavaNet LAN accounts are billed in entire months. No refund will be issued for any prepaid and unused access periods of

less than one month. Setup fees are not refundable. Customer is responsible for all fees up to the date of termination of the service, except where LavaNet is unable to provide services under this agreement through its own negligence. LavaNet reserves the right to suspend or terminate Customer's services at any time for any activity by Customer or Customer's users which in LavaNet's judgment constitutes a violation of the terms of this contract.

Disclaimer: LavaNet makes no warranties of any kind, whether expressed or implied, for its services. LavaNet makes no warranties of any kind regarding speed, reliability, or availability of LAN access between LavaNet and Customer. LavaNet will endeavor to provide top-quality LAN Access but cannot and will not be held accountable for failure of the phone company to provide service or meet expectations. LavaNet specifically disclaims any implied warranties of merchantability or fitness for any particular purpose. LavaNet will not be responsible for (regardless of source) any losses or damages resulting from delays, non-deliveries, mis-deliveries, service interruption, or Customer's errors or omissions. LavaNet will not under any circumstances be responsible for any damages of any kind.

The validity, construction and performance of this agreement shall be governed by the laws of the State of Hawaii. If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement will remain in full force and effect. This agreement shall become effective when signed by Customer or Customer's authorized contact.

Agreement

I have read this agreement in its entirety, and I agree to the terms and conditions contained herein.

Check one:

- I certify that I am 18 years of age or older, and do not require co-signature of a parent or legal guardian.
- I am less than 18 years of age. I understand that my parent or legal guardian must sign separate agreement. Please consult LavaNet.

Print Customer Name

Customer Signature

Date_____