



Red Shift T1 Circuit Agreement

THIS T1 Circuit AGREEMENT made and entered as of this March 23rd, 2012 by and between Nitelog Incorporated, doing business as Red Shift Internet Services, hereto referred to as "Red Shift Internet Services", or just "Red Shift", and the undersigned CUSTOMER MPWMD, hereafter referred to as "CUSTOMER".

RECITALS:

Red Shift shall provide T1 or fractional T1 services to CUSTOMER.

CUSTOMER and Red Shift shall be bound to the following terms.

NOW, AND THEREFOR, THE PARTIES AGREE, AS FOLLOWS:

1. RED SHIFT'S DUTIES AND OBLIGATIONS:

During the term hereof, Red Shift shall, subject to the terms and conditions hereof, provide CUSTOMER with access to the INTERNET through Red Shift. Any and all access to other networks via Red Shift must be in compliance with all the policies and rules of those networks. This applies to current backbone providers as well as any other network that Red Shift connects through in the future. Red Shift exercises no control whatsoever over the content of any information passing through it. Stated bandwidths apply only from CUSTOMER to the Internet. Red Shift will only guarantee end to end bandwidth on Red Shift's network. Red Shift cannot guarantee the bandwidth past Red Shift's network. Full routing is provided as part of Red Shift's services. CUSTOMER is not required to run BGP or any other routing protocols.

2. CUSTOMERS DUTIES AND RESTRICTIONS:

CUSTOMER shall not transmit or retransmit any material in violation of any Federal, or State laws and/or regulations. This extends to and includes, but is not limited to: Any copyrighted materials, materials or communications judged to be threatening or illegally obscene, and any material or communications prohibited by trade secret; as well as any material that is illegal as deemed by local, state or federal law. As a Red Shift CUSTOMER, you may not sell, assign or transfer your service order without prior written consent of Red Shift and Red Shift must be able to secure a contract with the succeeding company and Red Shift may deny such transfer if succeeding company is not credit worthy. Red Shift may at anytime, sell, assign or transfer this agreement. The provision of Red Shift services and/or products is subject to Red Shift's continuing approval of credit-worthiness. CUSTOMER may however re-sell services from this circuit to it's own clients.

3. RED SHIFT SUPPLIED HARDWARE/SOFTWARE:

Any hardware supplied to CUSTOMER under any promotion must be returned to Red Shift in the same condition it was supplied if the CUSTOMER fails to keep service for the length of the contract term. Any and all hardware supplied for free or at a reduced price will become Red Shift's sole property upon the cancellation of this agreement by either party.

4. NON-RED SHIFT SUPPLIED HARDWARE/SOFTWARE:

Physical equipment and/or software products that are not provided by Red Shift are the responsibility of the CUSTOMER. Red Shift will not be responsible for the installation and/or service of equipment and/or software that was not provided by Red Shift. CUSTOMER is responsible for the use and compatibility of hardware and software not provided by Red Shift. In the event that CUSTOMER uses non-Red Shift supplied hardware and/or software that impairs CUSTOMER's use of Red Shift services, CUSTOMER shall nonetheless be liable for regular payments to Red Shift. Upon notice from Red Shift, that the hardware and/or software not provided by Red Shift is causing, or, in the sole opinion of Red Shift, likely to cause hazard, interferences or service obstruction, CUSTOMER shall eliminate the hazard, interference or service obstruction at once. CUSTOMER will, if necessary, pay Red Shift to troubleshoot problems caused by such equipment and/or software not provided by Red Shift. Red Shift will not be responsible for any changes in hardware and/or software connected to the Red Shift network, CUSTOMER is solely responsible for any and all service to that equipment. Red Shift at its option, can supply technical services in form of consulting and/or service to Red Shift CUSTOMERS at their request. Such services are billed out at rates set by Red Shift at its discretion, and/or at rates that are in effect at the time such services are requested. Red Shift has the right to refuse any such technical services.

5. PAYMENTS & FINANCE CHARGES:

All rates are due and payable within 30 days of the invoice date. Any amount past 30 days is subject to 18% per annum late fees.

Any equipment or installation charges are required to be paid prior to T1 installation at Customer's location. CUSTOMER will be billed thirty (30) days in advance for service. CUSTOMER has 30 days to pay from the date of the invoice. There is a (15) day grace period after the net 30 term is past due. After that, service is subject to interruption. If service is interrupted for non-payment, there will be a restoration fee of \$200.00 payable in advance, plus any charges due for service even while service was not in use, in addition to all overdue charges. No circuits will be restored until all charges are paid in full unless terms acceptable to Red Shift are mutually agreement upon. Red Shift may take up to 4 hours to restore service after payment. CUSTOMER will pay all sales and use taxes as well as all duties or levies on products and services.

6. TERMINATION:

Monthly service contracts may be canceled at any time by providing written notification thirty (30) days in advance. Only a written request to terminate service relieves CUSTOMER from the obligation to pay charges at the conclusion of thirty (30) days. Termination of long-term agreements (6 months - 48 months) also requires written notification from CUSTOMER thirty (30) days in advance. In the case of early termination of long-term contracts, the following penalty shall apply: CUSTOMER shall be liable for a lump sum payment equal to 40% of normal monthly charges for the remainder of the contract term. Red Shift shall then also declare all amounts owed to it hereunder to be immediately due and payable. CUSTOMER shall return all Red Shift supplied equipment that was provided free or under a promotional plan.

7. LIMITATION OF LIABILITY:

IN NO EVENT SHALL RED SHIFT BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF RED SHIFT IN PROVIDING ACCESS TO THE INTERNET UNDER THIS AGREEMENT. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT RED SHIFT HAS NOT MADE ANY GUARANTEES OR PROMISES WITH REGARD TO THE EXACT DATE OF THE COMPLETE INSTALLATION AND OPERATIONAL STATUS OF CUSTOMER. CUSTOMER SHOULD NOT TERMINATE ANY OTHER NETWORK OR ALTERNATIVE SERVICE CURRENTLY IN USE PRIOR TO INSTALLATION BY RED SHIFT.

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RED SHIFT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DELAYS IN THE PERFORMANCE OF SERVICES HEREUNDER OR FOR ANY FAILURE TO PERFORM HEREUNDER IF SUCH DELAYS OR FAILURES ARE DUE TO INCLEMENT WEATHER, ACTS OF GOD OR OTHER CAUSES BEYOND RED SHIFT'S REASONABLE CONTROL. RED SHIFT WILL NOT BE RESPONSIBLE FOR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHERE DELAYED OR HINDERED BY WAR, RIOTS, EMBARGOES, STRIKES OR ACTS OF ITS VENDORS AND SUPPLIERS, CONCEALED ACTS OF WORKMAN (WHETHER OF RED SHIFT OR OTHERS), OR ACCIDENTS, RED SHIFT WILL ATTEMPT TO NOTIFY CUSTOMERS IN THE EVENT OF ANY OF THE FOREGOING OCCURRENCES. SHOULD SUCH OCCURRENCE CONTINUE ON FOR MORE THAN NINETY (90) DAYS, RED SHIFT OR CUSTOMER MAY CANCEL SERVICE FOR THE AFFECTED SERVICES AND/OR PRODUCTS WITH NO FURTHER LIABILITY.

IN NO EVENT SHALL RED SHIFT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THIS PERFORMANCE OR BREACH THEREOF, OR THE ACCURACY OR CORRECTNESS OF THE DATA BASES OR THE INFORMATION CONTAINED THEREIN, EVEN IF RED SHIFT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

ANY CLAIM OR LEGAL ACTION ARISING OUT OF FAILURE, MALFUNCTION OR DEFECTS IN RED SHIFT SERVICES OR GOODS, OR ARISING FROM THIS CONTRACT IN ANY RESPECT, SHALL BE BROUGHT WITHIN A PERIOD OF ONE (1) YEAR FOLLOWING THE OCCURRENCES OR SAID CLAIM SHALL BE DEEMED WAIVED. RED SHIFT LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT CUSTOMER PAID TO RED SHIFT HEREUNDER.

RED SHIFT WILL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY CUSTOMER, IN ANY WAY RELATED TO THIS AGREEMENT. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERIES, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY RED SHIFT AND ITS EMPLOYEES BY ITS OWN NEGLIGENCE OR CUSTOMERS ERRORS OR OMISSIONS.

8. INDEMNITY AND HOLD HARMLESS:

As a customer of Red Shift, and as a user of Red Shift's services, CUSTOMER agrees to indemnify and to hold harmless Red Shift from ANY and ALL claims resulting from CUSTOMER's use of the service which causes damage to CUSTOMER or any other party. Red Shift shall not be liable, either in contract or in tort, for protection from unauthorized access of its CUSTOMER's transmission facilities or CUSTOMER owned premise equipment, or for unauthorized access to or alteration, theft or destruction of a CUSTOMER's data files, programs, or information, through accident, fraudulent means or devices, or any other method, even should such access occur as a result of a Red Shift error or a Red Shift vendor error.

Red Shift shall not be in any way responsible for claims or damages by a CUSTOMER, through fault, negligence or failure to perform CUSTOMERs responsibilities, claims against a CUSTOMER by any other party, any act or omission of any party furnishing services and or products, or for the installation and/or removal of any and all equipment supplied by any service provider or Red Shift.

9. DISCLAIMER OF WARRANTIES:

Red Shift makes no warranties, express or implied but not limited to, any warranties of merchantability or fitness for any, particular purpose. Red Shift agrees to supply service as a "Best Effort" type of service. Red Shift promises to respond to all downtime as quickly as possible and always resolve problems without unnecessary delay. Red Shift will always give first priority in the problem queue to T1 trouble reports. Red Shift will provide 365 day, 24 hour monitoring of all circuits. Red Shift will also strive to respond to all reported problems within one hour. However, this contract does not bind Red Shift to a SLA (Service Level Agreement). An SLA, should one be required may alter the monthly fee and furthermore would require a written SLA between CUSTOMER and Red Shift to be drafted and signed by both parties.

10. MODIFICATION:

These terms and conditions cannot be modified except by written notice from Red Shift or by written amendment signed by both parties. No agent, employee, or representative of Red Shift has the authority to bind the parties to any representation or warranty unless such is specifically included in this Agreement; or with a written amendment thereto. Notice to parties of disputes arising under this Agreement shall be sent by registered mail to the parties to the address shown on the most recent service order.

13. ENTIRE AGREEMENT:

This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, Acceptable Use Policies; or communications, oral or written, of either party.

14. INTERPRETATION:

This Agreement shall be interpreted in its entirety in accordance with the laws of the state of California.

15. MONTHLY RATES:

CUSTOMER agrees to pay \$0 for equipment plus \$0 for installation charges.
CUSTOMER agrees to pay \$559 per month for a single T1, plus \$44 per month in FUSF tax for a grand total of \$603 per month.

16. CONTRACT PERIOD

The term of this contract is for 12 months.

These services are to be contracted for the period of time specified above, subsequent to the beginning of service of this T1. Service will be understood to have begun on the date when the circuit (T1s, cat5, whichever means used to connect servers to the network) is installed and data is capable of moving from our network over the circuit to CUSTOMER's router. Upon completion of the aforementioned term of service this contract remains in effect on a month to month basis and can be canceled by either party or a new contract can be agreed to at that time.

17. PRORATION:

Should service begin in the middle of a calendar month that month's fee will be prorated for the partial month in order to bring billing current to the 1st day of the next month.

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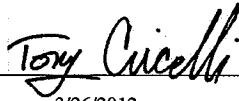
18. SUMMARY, SIGNATURE & ACCEPTANCE

Service	Monthly Recurring Fee
T1 Service 1500k/1500k Speed	\$ 559
FUSF tax (paid on your behalf to AT&T)	\$ 44
Total Monthly Charges	\$ 603/mo 1 yr contract
Router & CSU	\$0
Installation:	\$0
Service includes installation of T1 jack, router and CSU and wiring up to a Red Shift or customer provided switch within 20 feet of the router. Data work beyond 20 feet will include hourly installation charges.	45 Sleepy Hollow Carmel Valley, CA 93924

Once this contract is signed by customer it cannot be cancelled without penalties. Both parties must initial each page of this agreement.

Tony Cricelli
CEO
Nitelog Inc, DBA Red Shift Internet Services

Signed



Dated

3/26/2012

CUSTOMER Name _____

Title _____

Company Name _____

Signed _____

Dated _____