



AGREEMENT FOR THE PROVISION OF PACIFICA IPTV SERVICE

FSM Telecom Pacifica TV, hereinafter, "Pacifica TV" and _____, hereinafter, "Customer" agreed as follows:

1. Customer warrants that all information provided on this application are true and are liable for any false information. By signing this application form, Customer is accepting all statements, information and conditions stated herein.

2. Customer acknowledge and agree that availability of the Service is subject to:

2.1 availability of resources, including availability of a suitable network infrastructure at the time at which the Service is requested or delivered. Pacifica TV service requires a minimum of 10Mbps download on Customer's internet service; and

2.2. geographical coverage and technical capacity of our Network and of our delivery systems at the time at which the Service is requested or delivered.

3. First month service charge is due upon service activation. Service will be active for 30 days. To extend service and avoid disconnection, payment must be made prior to or on the 30th day after previous payment.

4. If service is already disconnected, Customer is given 10 days after service disconnection to submit payment without penalty. If payment is made after this 10-day grace period, Customer account will be subject to a reconnection fee of \$15. At 30 days past due, Customer account will be considered 'permanently disconnected' and the process for the retrieval of Pacifica TV CPE equipment will be initiated.

5. Customer warrants that he/she has complete authority to have installation made on the property and shall fully indemnify and compensate Pacifica TV for loss or damage of any kind sustained by it by reason of such authority.

6. Customer hereby allows entry unto Customer's property at all reasonable times for the purpose of installation, maintenance, repair and inspection.

7. All Customer Premise Equipment (CPE) furnished by Pacifica TV shall at all times remain the property of Pacifica TV. This includes the addressable set top box (STB) and remote control for STB that Pacifica TV will issue to Customer. Customer agrees not to allow any change, removal, disturbance or alteration of our equipment without our agreement. Except for normal wear and

tear, Customer agrees to pay the following amounts for any equipment Customer damage, lose or fail to return at the conclusion of service:

Set Top Box: \$40

Remote control for decoder: \$12

The prices above may change and Pacifica TV will advise accordingly. In addition to the charges indicated, Pacifica TV may also require Customer to defray the attorney's fees used to enforce this agreement. Customer is also responsible for the batteries in the hand-held wireless remote control unit. If Customer lose or damage the remote control unit, please notify Pacifica TV immediately. All equipment must be returned to Pacifica TV upon conclusion of service. Customer has a period of 30 calendar days from the termination of service to return all equipment to Pacifica TV. Pacifica TV reserves the right to charge Customer the full equipment cost should Customer fail to return all items.

8. Pacifica TV is responsible for periodically doing area maintenance and for providing and maintaining service to Customer's establishment and all equipment installed that belongs to Pacifica TV. Pacifica TV will not be responsible for anything to do with Customer's TV set, including damage. Customer undertakes to take all necessary steps to protect Pacifica TV's lines and equipment located on Customer's property, and agrees to be fully responsible and to pay Pacifica TV for any such repair needed that result from the fault of the Customer.

9. ANY UNAUTHORIZED EXTENSION OR ADDITION TO LINES WILL BE REASON FOR IMMEDIATE TERMINATION OF SERVICE AND LEGAL PROSECUTION.

10. Pacifica TV regular fee does not include any equipment or material in excess of what Pacifica TV will provide for the service.

11. Customer has the right to terminate service at any time by signing a 24-hour written termination request at the nearest FSM Telecom office. Customer shall notify Pacifica TV of any change of occupancy or ownership of the premises. Transfer of service to a new tenant shall be accomplished free of charge if Pacifica TV is notified in writing before the service is disconnected. Failure to notify Pacifica TV of a change in occupancy shall not relieve the Customer of responsibility for paying monthly service charges.

12. If Pacifica TV service is interrupted and not corrected within 48 hours after notification from the Customer, credit will be given for each 24 hour period that service was interrupted. This does not apply to interruptions caused by fire, typhoon, earthquake, or other acts of God, failure by the power company to provide power, or other causes which are beyond the reasonable control of Pacifica TV.

13. If Pacifica TV must refer Customer's account to an attorney as collection agent, the Customer agrees to pay attorney's fees, court costs and administrative costs.

14. Should there be a change in Pacifica TV fees, charges, deposits, billing practices, programming or in other associated areas and conditions related to Customer's TV service Pacifica TV will do its best to notify Customer in advance.

15. Basic channel line up or other program channels are never guaranteed to be the same and not necessarily always available. All programs are provided as available by content providers and always remain the property of the provider. Change in program line ups may not necessarily mean service charges may be reduced or increased.

16. Customer agrees that there have been no other promises made by Pacifica TV to Customer except those in this agreement and it is an addition to the terms and conditions entered under the Service Application order form between Customer and FSM Telecom for the provision of telephone services. This agreement begins when Pacifica TV provide Customer with IPTV service.

_____	_____	_____	_____
Corporation	Date	Customer	Date