

Electratel.net Internet Service Agreement

Customer Name _____

Date _____ Phone _____

Street Address _____

City _____ State _____ Zip _____

This is an agreement between Electratel Telephone Internet and the customer. Through this agreement you agree to accept DSL services from ELECTRATEL.net for a period of time as designated below (one year contract).

DSL Service

The charges discussed do not include applicable taxes and surcharges. Upon expiration, this agreement will continue month to month until it is cancelled by either party. If you do not honor this term, then you will be liable for an early cancellation fee of \$99.00.

The attached Terms and Conditions contain general provisions regarding the obligations of the parties under this agreement. By signing below, you agree to be bound by the Terms and Conditions.

Service Rates: (Unlimited Access)

Please check one:

<input type="checkbox"/> Basic ADSL	128 Kb Up/ 780 Kb Down	\$26.95 per month
<input type="checkbox"/> Enhanced ADSL	256 Kb Up / 1.0 Mb Down	\$39.95 per month
<input type="checkbox"/> Deluxe ADSL	384 Kb Up/ 1.5 Mb Down	\$59.95 per month

Other Charges and Equipment(check all that apply):

<input type="checkbox"/> DSL External Modem	\$99.00 (required for service)
<input type="checkbox"/> Surge Protector	\$35.00 (highly recommended)
<input type="checkbox"/> DSL Installation	\$99.00

(The installation charge includes network activation and installation of the modem to one location within the customer's premise.)

Signature: _____ Date _____

Required:

1st E-mail address / Username: _____ @electratel.net

Password: _____

E-Mail Requirements: (5 Free E-Mail Addresses for DSL; 2 Free E-Mail Addresses for Dial-Up)

E-Mail #2 _____@electratel.net
Password: _____

E-Mail #3 _____@electratel.net
Password: _____

E-Mail #4 _____@electratel.net
Password: _____

E-Mail #5 _____@electratel.net
Password: _____

S.O. # : _____ Activation Date: _____
Change Date: _____

ADSL Information:

ADSL internet service is not available in all areas.

- Always connected
- Operate DSL and telephone over one telephone line
- Free Installation (With 1 Year Contract)
- DSL Modems for sale (required)
- Up to 5 Free E-Mail Addresses
- 1 Static Address provided. (Additional available at extra cost.)

If you sign a 1 year contract we will waive the \$ 99.00 Activation/installation fee.

\$30.00 per hour will be charged on any work past the modem. This applies to any routers/hubs, network wiring, and/or computer configurations. This charge is billed in 15 minute increments after one hour.

\$30.00 service fee will be charged on service calls resulting in no trouble found in the DSL circuit, or for programming changes (decrease or increase of speed, change or additions of email Addresses)

E-Mail addresses in excess of the 5 already included are available for \$7.50 each, per month. For each additional E-Mail address, there will be a \$10.00 activation charge (non-recurring).

_____ File and Print Sharing Off – File and print sharing should be turned off on your computer. If they are turned on, there is a greater risk that other users on the internet could access your computer system and/or files. By initialing here, you state your understanding of the above statement and take full responsibility for any and all damage to your computer system and/or files should you leave the file and print sharing turned on.

_____ Surge Protection and Grounding – Customer agrees to properly surge protect their computer equipment and any additional devices attached to said equipment. Electratel is not responsible for any conditions, outages, or problems that result due to power surges, or lack of surge protection.

_____ Firewall Protection – Electratel is not responsible for any external intrusion to the customer's computer or network equipment. The customer is responsible for providing firewall protection in an effort to help prevent intrusions. Since this service is an "Always On" connection, it is Electratel's recommendation that customers have appropriate firewall and virus protection on their equipment when using Electratel DSL service.

Important Information for High Speed DSL Customers

Installation & Setup

Responsibilities of the customer;

It is the responsibility of the customer to connect the DSL modem to his or her network or computer(s). Our installation guide provides detailed step by step instructions for configuring your computer(s) to DSL as your primary Internet Connection. The installation guide will assume that you have a network (ready) computer or a network card properly installed in your computer. Customer agrees to provide a UL approved surge arrestor for the modem to be powered from. In addition, our free help desk support at 1-888-896-7819 is available 24 hours a day seven days a week to assist you with setup.

Responsibilities of Electratel Internet Services;

When the installer comes to your home or business, he (she) will install or configure any necessary wiring (within reason) between the outside protector and the DSL modem itself. Once the installer has the modem physically installed he will test the connection with a laptop computer to make sure everything is working properly.

Extended Electratel Internet Installation Service;

Electratel Internet will install or assist in the installation of wireless and wired routers, hubs

and certain other network equipment as requested by the customer.

A charge of \$ 30.00 per hour with a one hour minimum will be charged for any work past the

modem. This charge applies to any routers/hubs, network wiring, and/or computer

configurations. This charge is billed in 15 minute increments after one hour.

Network Equipment Offered by Electratel Internet Service;

- _ Broadband Routers
- _ Wireless Routers
- _ 10/100/1000 Switches and/or Hubs
- _ In Line DSL Filters
- _ Category 5 Patch Cords
- _ Category 5 Network Cable
- _ Category 5 Jacks & Connectors

ELECTRATEL TELEPHONE INTERNET TERMS AND CONDITIONS APPLICABLE TO DSL AGREEMENT

AGREEMENT

By signing the front page of this document, you the customer, agree to subscribe to ELECTRATEL.net. DSL service identified thereon, in accordance with the terms and conditions set forth below, subject to acceptance by ELECTRATEL.net. ELECTRATEL.net will give reasonable amendment to this agreement if you do not notify ELECTRATEL.net to cancel your service. You agree that ELECTRATEL.net DSL service will not be used to cancel for unlawful purposes. If ELECTRATEL.net has reason to believe the service provided is being used for unlawful purposes, ELECTRATEL.net may discontinue or deny the service.

CONTRACT PERIOD

You have the option of your service billed on a month to month basis or a one year contract. If month to month billing is desired, an installation charge of \$99.00 will apply. If you select the one year contract, the installation charge will be waived. If you discontinue service before the expiration date, you will be billed the \$99.00 installation charge. After expiration of your initial contract period, your DSL agreement will be renewed automatically on

a month-by month basis. You must notify us 30 days before the expiration date if you do not want your service to continue beyond the initial contract period.

BILLING OF SERVICE

You agree to pay the amount stated on the front of the agreement by the due date shown on your monthly bill. Monthly recurring charges are billed one month in advance. Your first bill will be dated as indicated on the front of this agreement. The installation fee, any applicable equipment charges, and prorated monthly recurring charges from your date of installation to the beginning of the first month of your first bill will be included in that billing. If your installation fee and/or recurring charges are paid in advance, that amount will be credited to your first bill. You are responsible for all charges within the terms and conditions set forth in this agreement.

All bills are due and payable on or before the 1st of each month. If your payment is received after that date, a delinquent notice will be mailed to you indicating a disconnection-of-service date. If you do not pay such amounts when due, you may be billed a late payment charge up to the maximum allowed by law.

DISCONNECTION OF SERVICE

You may discontinue service upon written notification to ELECTRATEL.net, after which you will still be subject to payment of all applicable charges. No initial charges shall be refunded once ELECTRATEL.net has accepted this contract. ELECTRATEL.net has the right to discontinue your service without notice if payment is more than 30 days in arrears, if you fail to honor the terms of this agreement, if you violate the rules/regulations of the Federal Communications Commission (FCC), or if you use your service for unlawful purposes. If your service is disconnected for nonpayment of your bill, an activation fee will apply if the service is resumed. You will be liable for any costs (including reasonable attorneys' fees) relating to collection of the amounts owed.

SERVICE LEVEL AGREEMENT

Based upon network availability, ELECTRATEL.net DSL is a "best efforts" service, which can provide Up Stream and Down Stream speeds of 128/784KB, 256/1.0MB, & 384/1..5MB based upon which package the customer selects. The actual speed experienced by customers may vary and depend on several factors not limited to but including customer location, the destination on the Internet, traffic on the Internet, interference with a high frequency spectrum on the customer's telephone line and other devices that may be attached to the same cable pair. No minimum level of speed is guaranteed. ELECTRATEL.net is providing DSL service on a retail basis to the customer. The customer agrees to utilize the service exclusively and not to provide access to third parties either through "sharing" or "Resale". Web Page HOSTING and Caching are services available with your DSL connection for an additional charge. Contact our office for information on these services.