



LMI.net DSL SERVICE AGREEMENT

12/17/8

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CUSTOMER INFORMATION

Company Name: _____
Contact Name: _____
Billing Address: _____ **Suite/Unit:** _____
City: _____ **State:** _____ **Zip:** _____
Phone: _____ **Contact E-mail Address:** _____
VISA MC AMEX Card Number: _____ **Exp:** _____
Signature of Card Holder: _____

DSL INSTALLATION LOCATION

Address: _____ **Suite/Unit:** _____
City: _____ **State:** _____ **Zip:** _____
Installation Telephone Number: _____
How is the billing name phrased on your AT&T phone bill: _____

NOTE: Shared Line DSL will be provisioned on the line identified as the Installation Telephone Number above.
NOTE: The Installation Telephone Number must be provided by AT&T and must not have Centrex service.
NOTE: The Installation Telephone Number should not be part of a phone system.
NOTE: A working Ethernet card is required in your computer to run ADSL services.
NOTE: You need an active phone outlet using the Installation Telephone Number in the room where you want DSL deployed.

LMI.net OFFICE USE ONLY

IP(s) ASSIGNED: _____ REDBACK ID: _____ S. Setup: _____
TRACKING #: _____ SERVICE REQUEST #: _____ ASI SORD #: _____ CO: _____
VCI: _____ VPI: _____ NEW C.O. REQUEST DATE: _____ CO: _____
CPE: UPS TRACKING NUMBER: _____ or DELIVERY DATE: _____ by: _____
DSL DUE DATE: _____ DSL START DATE: _____
IP ASSIGNED: ___ BILLMAX: ___ REDBACK: ___ ROUTER/MODEM CONFIGURED: ___ DATE: _____ WHO: _____
EMAIL ADDRESSES SET UP: ___ DATE: _____ WHO: _____
ROUTER/MODEM TYPE: _____
CUSTOMER COURTESY CALL: _____ DATE: _____
CUSTOMER PICK-UP: _____ DATE: _____



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INSTALLATION KIT SHIPPING/DELIVERY ADDRESS (No P.O. Boxes, please!)

Contact Name: _____

Shipping Address: _____ **Suite/Unit:** _____

City: _____ **State:** _____ **Zip:** _____

The Installation Kit contains the following equipment: Customer Premise Equipment (CPE) and power supply, phone cable, Ethernet cable, 3 DSL filters, and installation instructions.

Would you like to pick up your Kit at LMi.net and save \$4 off the \$12.95 shipping and handling fee? If yes, please check here: _____

DSL SERVICE

Check Service	DSL Service Name	Download Speed	Upload Speed	Monthly Price
	Primary	Up to 768K	128K to 384K	\$19.95
	Primary Plus	Up to 1.5M	128K to 384K	\$34.95
	Advanced	Up to 3.0M	384K to 512K	\$49.95
	Advanced Plus	Up to 6.0M	512K to 768K	\$59.95

- Additional monthly FUSF fees of 11.1% apply.
- If you move, a \$30 move fee will apply.
- Service uses dynamic IP.
- (Bridged static IP's are available for: \$5/one static, \$10/four static, \$20/eight static per month) Please circle if desired.

Customer Premise Equipment (CPE) CHOICE

Please Check	Hardware	Description	Cost
	ADSL Modem*	Access for one computer. 1 Year contract	Free^
	ADSL Modem*	Access for one computer	\$49.95^^
	ADSL Wireless Router*	Access for 4 computers via Ethernet and wireless	\$79.95^^

^ \$49.95 DSL Modem cost waived with a one year contract. Tax on hardware and a \$12.95 shipping and handling fee apply. An early termination fee of \$30 will apply if you cancel your DSL service earlier than one (1) year.

^^ Tax on hardware and a \$12.95 shipping and handling fee apply.

* Hardware may be used or refurbished.

(Please provide below, if applicable)

Wireless Network Name (SSID): _____

Wireless Password: _____



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INSTALLATION INSTRUCTIONS

LMi.net will deliver all of the equipment and provide installation instructions. This is a self-install service. You are welcome to call our Technical Support for free assistance and we will help you configure your DSL connection.

However, if you would like an LMi.net technician to come to your home or office and configure your new DSL connection and your computers, this can be arranged for \$99 per hour. Please initial here for this service: _____

3 Free E-Mailboxes (additional mailboxes are \$5/month)

- Login names must always be 3 to 16 characters, all lower case letters. They cannot begin with a number, or contain special characters.
- Passwords must be 6 to 16 characters, and must contain at least one number and/or special character (e.g. # \$!).
- Passwords cannot contain any part of the person's name or login name.
- Passwords and e-mail boxes are case-sensitive.

Login name (POP account @lmi.net):

Password:

Login name (POP account @lmi.net):

Password:

Login name (POP account @lmi.net):

Password:

LEGACY DIAL-UP QUESTION

Do you have an existing LMi.net dial-up account or Covad DSL account? After your successful DSL installation, do you wish to:

- keep your dial-up account for \$10/month
- cancel your dial-up account
- cancel your Covad DSL account



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ADDITIONAL FEES

You must read each section and agree that it is your responsibility for paying any applicable fees and taxes.

FUSF Fee: Under the Telecommunications Act of 1996, all telecommunications service providers are subject to the FCC Universal Service Fund charges. This charge is calculated as a percentage of your monthly service fee (the current rate is 11.1%) and will be charged on a monthly basis. For more information on FUSF charges see http://www.fcc.gov/ccb/universal_service/welcome.html

Early Disconnection Cancellation Fee: There is no term commitment for DSL, unless you accept a free modem. If you accept the free modem, and you cancel your service before the one year term is up, you will be charged a \$30 cancellation fee.

Move Fee: If you need to move your service to a new location, even if the phone number is not changing, you will need to notify LMI.net in writing. You will be charged a \$30 DSL Move Fee. **Missed Appointment Fee:** A \$100 fee will be charged if you are not present at the installation location for a scheduled installation or trouble ticket dispatch appointment, or if the field technician is unable to access the telephone box (NID) or phone closet in order to complete an installation.

Field Technician Trouble Isolation Fee: If an AT&T field technician is dispatched to the installation location after the installation of the circuit, and the problem with the DSL service is neither within the sphere of control of AT&T or LMI.net (i.e. if the problem is with the inside wiring at your location), you will be charged a \$120 Trouble Isolation fee. In addition to this fee, you will be charged \$60 for each whole or partial 30 minute increment of technician work beyond the first 30 minutes.

THE FINE PRINT

By signing this service agreement you agree that you understand the following:

- A successful installation is defined as (A) when LMI.Net can verify that your circuit is passing traffic, OR (B) [i] LMI.Net has provisioned network elements under its control, [ii] LMI.net has confirmed the setup of your ADSL circuit with your local phone company, and [iii] at least five (5) calendar days have elapsed since the shipment of the Installation Kit. At either of these points (whichever comes first) billing will commence. It does not matter if: you have not yet performed the Self Install, you don't use the DSL line, your computer is not set up yet, you have additional inside wiring to complete, you will be still be billed.
- LMI.Net DSL services are considered "commercially reasonable effort" and "rate adaptive" services, meaning that there are no guaranteed minimum or maximum circuit speeds.
- If you wish to cancel your DSL circuit at any time, you **MUST CANCEL IN WRITING**. LMI.net does not take cancellations over the phone. A written cancellation is defined as either a request mailed to LMI.net's office, a request faxed to LMI.net, or a request e-mailed to "service@lmi.net" from the "Contact E-mail Address" on page one (1) of this agreement.

LMI.net SERVICE POLICY

- LMI.net exercises no control whatsoever over the content of the information passing through LMI.net's networks. You are fully responsible for the privacy of, content of, and liability resulting from your own communications.
- LMI.net makes no warranties of any kind, whether expressed or implied, for the service it is providing. LMI.net also disclaims any warranty of merchantability or fitness for any particular purpose. LMI.net will not be responsible for any damages consequential or incidental that you suffer or inflict on others. This includes but is not limited to loss resulting from computer viruses, delays, non-deliveries, mis-deliveries, or service interruptions caused by LMI.net or your errors or omissions. Use of any information obtained via LMI.net's networks is at your own risk. LMI.net specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- You agree not to interfere with or disrupt other network users' network services or network equipment, intentionally or not. Disruptions include, but are not limited to, distribution of unsolicited advertising or chain letters, violations of Usenet news etiquette, propagation of computer worms or viruses, and using the network to make unauthorized entry into any other machine accessible via the network.
- These terms and agreements supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of LMI.net's Internet Service constitutes acceptance of these terms and conditions. This agreement shall be construed in accordance with the laws of California.

SIGNATURE AND DATE

Please initiate service as shown above. I have read LMI.net's Internet Service Policy and agree to comply with it and any Acceptable Use Policy of any network accessed through LMI.net's networks. I also agree to pay any applicable additional fees, listed above.

PRINT YOUR NAME: _____

SIGN YOUR NAME: _____ **DATE:** _____