

LMI.net PHLO Broadband Internet

1/18/12

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CUSTOMER INFORMATION

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

PHLO INSTALLATION LOCATION

Address: _____ **Suite/Unit:** _____
City: _____ **State:** _____ **Zip:** _____
(Optional) Installation Telephone Number: _____
MPOE (Minimum Point of Entry) Outside Accessible: yes: _____ no: _____

NOTE: PHLO not available in all areas.

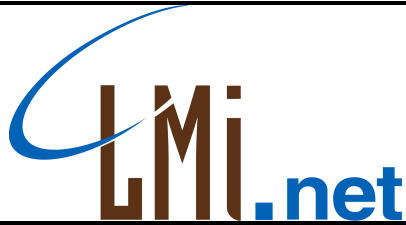
NOTE: Inside wiring from MPOE to installation area is necessary.

NOTE: A working Ethernet card or port is required in your computer to run PHLO services.

NOTE: You need a phone outlet in the room where you want PHLO deployed (active phone service is not required).

LMI.net OFFICE USE ONLY

ORDER #: _____ **IP(s) ASSIGNED:** _____
PHLO DUE DATE: _____ **PHLO START DATE:** _____
EMAIL ADDRESSES SET UP: ___ **DATE:** _____ **WHO:** _____
ROUTER/MODEM TYPE: _____
AT&T MPOE DATE/TIME: _____ **CUSTOMER NOTIFIED:** _____
PHLO INSTALL DATE/TIME: _____ **CUSTOMER NOTIFIED:** _____



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PHLO SERVICE

Check Service	Download Speed	Upload Speed	Monthly Price	Max Distance
	Up to 1.5Mbps	Up to 1Mbps	\$40	11,000 feet
	Up to 3.0Mbps	Up to 1Mbps	\$45	9500 feet
	Up to 6.0Mbps	Up to 1Mbps	\$50	8000 feet
	Up to 12.0Mbps	Up to 1Mbps	\$60	6500 feet
	Up to 18.0Mbps	Up to 1Mbps	\$75	5000 feet
	Up to 6.0Mbps	Up to 2Mbps	\$80	9500 feet
	Up to 12.0Mbps	Up to 2Mbps	\$90	8000 feet
	Up to 18.0Mbps	Up to 2Mbps	\$115	6500 feet
	Up to 30.0Mbps	Up to 2Mbps	\$145	5000 feet

- If you move, a \$100 move fee will apply.
- Service uses dynamic IP.
- Bridged static IP addresses are available for: \$20/eight static per month. Please circle if desired.

Customer Premise Equipment (CPE) CHOICE

Please Check	Hardware	Description	Cost
	ADSL2 Modem*^	Access for one computer	\$49.95
	ADSL2 Modem w/ High Power Buffalo Wireless Router*^	Access for 4 computers via Ethernet and wireless	\$99.95
	ADSL2 Bonded Wireless Router**	Access for 4 computers via Ethernet and wireless	\$99.95

^ \$49.95 ADSL2 Modem cost waived (in the form of a rebate) with a one (1) year contract and service of 6Mbps or faster. \$49.95 plus tax will be included on your first monthly charge and will be credited upon our receipt of your completed rebate form. An early termination fee of \$149.95 will apply if you cancel your PHLO service earlier than two (2) years. Modem Rebate Promotion Terms: The modem mail-in rebate form www.lmi.net/rebateform.pdf must be completed, printed, and returned to LMI.net within 90 days of your PHLO installation date.

* Hardware may be used or refurbished.

** ADSL2 Bonded Wireless Router required for all 2Mbps upload PHLO circuits.



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Please provide the following, if obtaining a wireless router:

Wireless Network Name (SSID): _____

Wireless Password: _____

INSTALLATION INSTRUCTIONS

There is a \$100 installation fee. This fee will be waived with a one (1) year contract. Early termination fee is \$149.95.
_____ Check here if you would like to sign a one (1) year contract.

Free E-Mailbox (Up tp 3 free, 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:

Optional OOMA VOIP Phone

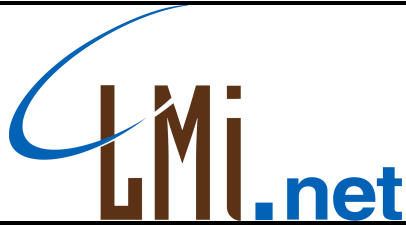
Please Check	Hardware	Description	Cost
<input type="checkbox"/>	Ooma Telo VOIP Hardware	Voice over Internet phone service	\$249.95

\$249.95 one time cost for Ooma Telo hardware. Monthly service is free, although monthly taxes and fees apply.

OPTIONAL ONLINE BACKUP SERVICE PLAN

CHECK ONE	Capacity	SETUP FEE	FEE
_____ BOB-10 Monthly	10GB	\$69.95	\$5/Month
_____ BOB-20 Monthly	20GB	\$69.95	\$10/Month
_____ BOB-20 Annual	20GB	Free	\$120/Year

Base pricing is \$0.50/GB. Minimum capacity is 10GB. Any amount above 10GB is available. Please call for volume discounts.



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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.

Early Disconnection Cancellation Fee: There is no term commitment for PHLO, unless you accept a free modem and/or free installation. If you accept the free modem and free installation, and you cancel your service before the one (1) year term is up, you will be charged a \$149.95 cancellation fee. If you accept the free installation, and you cancel your service before the one year term is up, you will be charged a \$100 cancellation fee.

Move Fee: If you need to move your service to a new location, you will need to notify LMI.net in writing. You will be charged a \$100 PHLO 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 a field technician is dispatched to the installation location after the installation of the circuit, and the problem with the PHLO service is neither within the sphere of control of 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 ADSL2 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 used the PHLO line, your computer is not set up yet, you have additional inside wiring to complete, you will still be billed.
- LMI.net PHLO 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 PHLO 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.
- Initial Installation of PHLO may involve scheduling a site visit by AT&T in the event that the MPOE is not accessible. LMI.net is not responsible for the punctuality of AT&T technician.

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:** _____