



Internet Services Order Form Single User DSL Internet Access

This request for SelectNet services is bound by the **Terms and Conditions** and the **Acceptable Use Policies** as posted on the SelectNet Web site (<http://www.select.net>) and modified from time to time, the **Acceptable Use Policy from AT&T** (<http://www.ipservices.att.com/policy.html>), and the **Special Provisions** contained herein.

Services Ordered

SelectNet Single User *Managed* Service

Bandwidth ¹	Activation Fee ²	CPE ³ Purchase	Monthly DSL Service Fee	Monthly Managed ⁴ Service Fee
<input type="checkbox"/> 768/128 kbps (ADSL)	<input type="checkbox"/> \$0 (self-install) <input type="checkbox"/> \$175 (SelectNet Install)	\$ 0	\$ 54.95	\$ 10.00
<input type="checkbox"/> Up to 3.0Mbps/ Up to 384kbps	<input type="checkbox"/> \$0 (self-install) <input type="checkbox"/> \$175 (SelectNet Install)	\$ 0	\$ 79.95	\$ 10.00
<input type="checkbox"/> Up to 3.0Mbps/ Up to 384kbps (NAT capable router provided)	<input type="checkbox"/> \$0 (self-install) <input type="checkbox"/> \$175 (SelectNet Install)	\$ 0	\$ 84.95	\$ 10.00
<input type="checkbox"/> 144/144 kbps (IDSL)	waived	\$ 0	\$ 99.95	\$ 30.00

SelectNet Single User *Unmanaged* Service

Bandwidth ¹	Activation Fee ²	CPE ³ Purchase	Monthly DSL Service Fee
<input type="checkbox"/> 768/128 kbps (ADSL)	<input type="checkbox"/> \$0 (self-install) <input type="checkbox"/> \$175 (SelectNet Install)	\$ 100	\$ 54.95
<input type="checkbox"/> Up to 3.0Mbps/ Up to 384kbps	<input type="checkbox"/> \$0 (self-install) <input type="checkbox"/> \$175 (SelectNet Install)	\$ 100	\$ 79.95
<input type="checkbox"/> Up to 3.0Mbps/ Up to 384kbps (NAT capable router provided)	<input type="checkbox"/> \$0 (self-install) <input type="checkbox"/> \$175 (SelectNet Install)	\$ 100	\$ 84.95
<input type="checkbox"/> 144/144 kbps (IDSL)	waived	\$ 450	\$ 99.95

¹ The actual bandwidth that can be delivered over a DSL capable loop cannot be determined until the time of service installation and as a result may differ from the bandwidth you order. This is due to the length and technical transmission characteristics of the DSL capable loop used to provide service to your location.



INTERNET SERVICES

SelectNet Internet Services 2788 Loker Ave Carlsbad, CA 92008 voice (760) 438-9555 fax (760) 438-1954 http://www.select.net

Also note that the provisioning of service is contingent upon the availability of DSL capable local loops from the ILEC (Incumbent Local Exchange Carrier) to your location. If no DSL capable loop is available, then service will not be provisioned. If delivery of DSL capable loops from the ILEC is delayed, then service provisioning may be delayed.

²Customer Premises Equipment (DSL Modem for 608/128Kbps and 1.5Mbps/384Kbps and DSL Router for 144/144 Kbps). Customer is responsible for payment of sales tax.

³ Managed Service includes: remote management of the router; repair or replacement of the router if it breaks; repair or replacement of inside wire.

Special Note: Certain additional charges will apply if the customer needs to move the AT&T DSL to a new location, downgrade its service, or (for unmanaged services) if the customer requires a service repair. Please consult the DSL Special Provisions below.

Customer Information (this is the entity contracting for services):

Organization _____

First Name _____ Last Name _____

Phone _____ Fax _____ E-Mail _____

Address _____

City _____ State/Province _____

Zip/Postal Code _____ Country _____

Technical Contact _____ Technical Contact Email _____

Circuit Installation Location (this information must appear exactly as written on phone bill):

Same as Customer Information above.

Address _____

City _____ State/Province _____

Zip/Postal Code _____ Phone _____

Technical Contact Name _____ E-Mail _____

Payment Information

Initial Service Period: **1 Year**

Billing Cycle: **Monthly**

Credit Card Information:

Visa MasterCard AMEX

Card Number _____ Expire Date ____ / ____

Name (as on card) _____

Address: _____

Zip: _____



A check or credit card payment equal to the Activation Fee plus Customer Premises Equipment purchase must accompany this Application.

- Use my credit card for Activation Fee plus CPE purchase.
- Use my credit card for subsequent billing cycles.
- Invoice me for subsequent billing cycles.

Special SelectNet and AT&T Provisions

Customer acknowledges and understands that SelectNet Internet Services is providing DSL service through AT&T and customer is bound by and will comply with the following Special Provisions and AT&T's Acceptable Use Policy for the Service (the "AUP"). The AUP may be revised from time to time, and is available for review at: www.ipservices.att.com/policy.html, or at such other address as AT&T or SelectNet may specify by posting or email notice. In the event of a conflict between the Terms and Conditions and these Special Provisions, the Special Provisions shall take precedence.

1. DEFINITIONS

- A. "Customer", "You" or "Your" means you and your company.
- B. "Service Activation Date" means the date on which all of the following connectivity criteria have been met:
 - (i) Equipment provided or sold by AT&T or SelectNet is installed and operational at the Customer locations specified in this web site Sales Order.
 - (ii) The access line is installed and tested to the Customer locations specified in this initial web site Sales Order, and IP connectivity to the Internet (including routing outside the DSL network) exists.
 - (iii) If Customer has a domain name, any AT&T or SelectNet-supplied primary and secondary DNS servers are operational for Customer's domain.
- C. "Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party, and, in the case of AT&T, it also means any entity which AT&T has authorized to offer the Service or any part of the Service.
- D. "Content" means information made available, displayed or transmitted in connection with the Service (including, without limitation, information made available by means of an HTML "hot link" hyperlink, a third party posting or similar means) including all trademarks, service marks and domain names contained therein as well as the contents of any bulletin boards or chat forums, and, all updates, upgrades, modifications and other versions of any of the foregoing.
- E. "User" means anyone who uses or accesses the Service purchased by You under this Agreement.

2. INITIAL SERVICE PERIOD, CHARGES AND BILLING

- A. The Initial Service Period starts on the Service Activation Date and continues for 12 months; provided that if You upgrade Your Service, the Initial Service Period shall continue until 12-months after the Service Activation Date of the latest; provided, further, that any IP Mail Service (e-mail service) provided hereunder is provided on a month-to-month basis. The Initial Service Period is measured from the Service Activation Date of the latest Service Bandwidth Upgrade, if any, or if no such Upgrade occurs during the term of this Agreement, then the initial Service Activation Date. After the Initial Service Period, this Agreement shall continue in effect until terminated as provided for herein.
- B. Recurring billing will begin on the initial Service Activation Date at the rates set forth in the Pricing Schedule of the Order Form; provided that IP mail service shall be provided at the prices specified in the Service Guide, which prices may be revised at any time upon 30 days' notice, which notice may be provided in writing, by email or website posting. After the Initial Service Period, SelectNet reserves the right, without notice, to apply the then available full list price for the Service and to change such prices from time to time.
- C. The Service Activation Date for any DSL Lines You order which are eligible for self-installation shall be the earlier of the following: (i) the date You install the Service, or (ii) seven (7) days after date when the self-installation kit is sent to You. Please see the **Service Guide** for further details.
- D. You shall pay SelectNet Internet Services for Your and Users' use of the Service at the rates and charges specified in the Pricing Schedule of the Order Form, without deduction, setoff or delay for any reason. Charges are exclusive of any applicable taxes. You may be required at any time to pay a deposit if SelectNet



determines that You are not creditworthy or as specified in Article 7.

E. You shall pay all shipping charges, taxes (excluding those on SelectNet's net income) and other similar charges (and any related interest and penalties) relating to the sale, transfer of ownership, installation, license, use or provision of the Service, except to the extent a valid tax exemption certificate is provided by You to SelectNet prior to the delivery of Services. Payment is due within 30 days after the date of invoice and shall refer to the invoice number. Restrictive endorsements or other statements on checks accepted by SelectNet will not apply. You shall reimburse SelectNet for all costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments. At SelectNet's option, interest charges may be added to any past due amounts at the lower of 1.5% per month or the maximum rate allowed by law.

3. RESPONSIBILITIES OF THE PARTIES

A. A current description of the Service is contained in the AT&T DSL Internet Service Section of the AT&T Service Guide and is located at <http://www.att.com/abs/serviceguide> or such other designated location. AT&T may from time to time change the Service as described in the Service Guide.

B. You shall assure that Your and Users' use of the Service and the Content will at all times comply with all applicable laws, regulations and written and electronic instructions for use, including without limitation AT&T's Acceptable Use Policy (the "AUP"). The AUP may be revised from time to time and is published at www.ipsservices.att.com/policy.html or at such other address as AT&T may specify by email notice or by posting on an AT&T website. You acknowledge that You have read the AUP. SelectNet reserves the right to terminate this Agreement, suspend the Service and/or remove Your or Users' Content from the Service if AT&T or SelectNet determines that such use or Content does not comply with this Agreement or receives notice that Your or Users' use or Content may violate any laws or regulations. AT&T's or SelectNet's actions or inaction under this Agreement shall not constitute review or approval of Your or Users' use or Content.

C. Except for IP addresses expressly registered in Your name, all IP addresses shall remain, at all times, property of AT&T and shall be nontransferable and You shall have no right to use such IP addresses upon termination or expiration of this Agreement. IP addresses are allocated by AT&T to You per the Internet Registry (ARIN) guidelines following RFC 2050. Any change requested by You to these must be agreed to in this contract. No other agreement will be binding upon AT&T.

D. You understand that AT&T will make commercially reasonable efforts to provision DSL. However, provisioning of Service is contingent upon the availability of DSL capable local loops to Your location being made available to AT&T. If no such DSL-capable local loop is available to AT&T, then Service will not be provisioned and if delivery of the local loop is delayed, then

provisioning of Your Service will be delayed as well. AT&T AND SELECTNET WILL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH FAILURE TO PROVISION OR ANY DELAYS.

E. The actual bandwidth that can be delivered on a DSL capable loop will not be determined until the time of service installation and thus may differ from the estimate of bandwidth provided to up by AT&T at the time of ordering the service.

F. You may not resell or otherwise make the Service available to third parties. You may not permit, by action or omission, the sharing of any mailbox, software, password or ID.

G. The DSL Single User Class of Service is offered for use with a single computer only. Use of more than one computer with this Class of Service, via a network or in any other fashion, is a material breach of this Agreement and may result in monetary penalties, suspension or termination of the Service.

4. USE OF INFORMATION

All technical or business information ("Information") furnished to You under this Agreement is the property of either SelectNet or AT&T and (1) shall be used by You only in connection with the Service obtained under this Agreement; (2) shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized under this Agreement; (3) shall together with any copies, be returned or destroyed when no longer needed or authorized for use. The foregoing restrictions shall not apply to information that: (1) is rightfully obtained by You free of any obligation to keep in confidence; (2) becomes generally known to the public through acts not attributable to You; or (3) is independently developed by You.

5. SOFTWARE AND EQUIPMENT

A. If AT&T or SelectNet provides any software to You in connection with the Service, AT&T or SelectNet grants You a personal, non-transferable and non-exclusive license (without the right to sublicense) to use, in object code form, all software and associated written and electronic documentation and data furnished pursuant to this Agreement (collectively, the "Software"), solely in connection with the Service and solely in accordance with applicable written and electronic documentation. You will refrain from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the Software. You shall not copy or download the Software. The Software shall at all times remain the sole and exclusive property of AT&T and/or SelectNet or its suppliers. You agree to comply with any additional restrictions that are provided with any Software.

B. Equipment, including associated Software, provided to You under this Agreement as part of the Service (collectively, "Equipment"), if any, will be subject to the terms, conditions and licenses set forth in the Service Guide. You, at Your own expense, will provide in a



timely manner: (i) an equipment room environmentally compliant with local laws and other environmental conditions as specified by AT&T; (ii) reasonable access to the Equipment at times specified by AT&T; and (iii) adequate work space, heating/cooling, light, ventilation, and electrical outlets. You shall be responsible for removal of any hazardous material and correction of any hazardous condition on Your premises. Equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment by You without prior written authorization from AT&T.

C. Title to Equipment (other than Purchased Equipment as defined below) will remain with AT&T, SelectNet, or its suppliers, as the case may be. You will, however, be liable for repair charges or the replacement cost of such Equipment if it is damaged or lost, unless caused by AT&T, SelectNet or its agents or suppliers. You will bear all risk of loss to Equipment on Your premises.

D. Title to, and risk of loss of, Equipment, including associated Software, purchased by You under this Agreement (collectively, "Purchased Equipment"), will pass to You as of the delivery date, upon which date, SelectNet will have no further obligations of any kind (including without limitation operation and maintenance) with respect to that Purchased Equipment. AT&T hereby assigns software licenses for Purchased Equipment to You, and You agree to be bound by the terms of those licenses. SelectNet retains a purchase money security interest in each item of Purchased Equipment until You pay for it in full; You appoint SelectNet as Your agent to sign and file a financing statement to perfect SelectNet's security interest.

E. On termination of this Agreement, You will return all Equipment (other than fully-paid for Purchased Equipment) in the same condition as originally installed, ordinary wear and tear excepted, or You will pay for restoration of the Equipment to such condition. AT&T and SelectNet shall not be obligated to restore the premises to its original condition. If You do not return the Equipment to SelectNet at their specified address, then You shall be liable for its then-current market value.

6. DISCLAIMER AND LIMITATIONS OF LIABILITY

A. For purposes of Articles 6 and 8 and all other exclusive remedies and limitations of liability set forth in this Agreement, "SelectNet" shall be defined as including SelectNet Internet Services, a division of Pearl Technologies, Inc., a California corporation, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection service providers and suppliers, together with AT&T, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection service providers and suppliers; and "You" shall be defined as You, Your Affiliates, and Your and their employees, directors, officers, agents, and representatives; and "Damages" will refer collectively to all injury, damage, liability, loss, penalty, interest and expense incurred.

B. SELECTNET'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY OR DEATH TO ANY PERSON, NEGLIGENCE CAUSED BY SELECTNET YOUR RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR DEFECTS OR FAILURES OF SOFTWARE OR EQUIPMENT (INCLUDING ANY PURCHASED EQUIPMENT)) OR ANY IP MAIL SERVICE DEFECT OF FAILURE, SELECTNET SHALL HAVE NO LIABILITY WHATSOEVER FOR DIRECT OR INDIRECT DAMAGES;

(iii) FOR INDEMNITY, THE REMEDIES SET FORTH IN ARTICLE 8;

(iv) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, SELECTNET'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY 12 -MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY YOU FOR THE SERVICE UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED.

C. SELECTNET SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT SELECTNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

D. SELECTNET ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY YOU OR THIRD PARTIES; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

E. SELECTNET SHALL NOT BE LIABLE FOR ANY DELAY, FAILURE IN PERFORMANCE, LOSS OR DAMAGE DUE TO: FIRE, EXPLOSION, POWER BLACKOUT, EARTHQUAKE, FLOOD, THE ELEMENTS, STRIKE, EMBARGO, LABOR DISPUTES, ACTS OF CIVIL OR MILITARY AUTHORITY, WAR, ACTS OF GOD, ACTS OR OMISSIONS OF CARRIERS OR SUPPLIERS, ACTS OF REGULATORY OR GOVERNMENTAL AGENCIES, OR OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.



F. SELECTNET MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SELECTNET DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. SELECTNET DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS.

G. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS ARTICLE 6 SHALL APPLY: (i) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (ii) WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

H. ANY IP MAIL SERVICE PROVIDED BY SELECTNET IN CONNECTION WITH THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND YOU ASSUME ALL RISK IN CONNECTION WITH YOUR AND USERS' USE THEREOF. SELECTNET SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR ANY DAMAGE, INCLUDING WITHOUT LIMITATION, ANY GENERAL, DIRECT OR INDIRECT LOSS, COST OR DAMAGE, THAT YOU OR ANY USER MAY INCUR IN CONNECTION WITH ITS USE OF SUCH SERVICE OR SELECTNET PROVIDING OR FAILING TO PROVIDE SUCH SERVICE TO YOU OR SUCH USER. IN NO EVENT SHALL SELECTNET BE LIABLE FOR THE PERFORMANCE OR THE FAILURE TO PERFORM OF ANY VIRUS PROTECTION PROVIDED IN CONNECTION WITH THE SERVICE.

I. This Agreement does not expressly or implicitly provide any third party (including Users) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

7. TERMINATION

A. Either party may terminate this Agreement without cause or penalty after the expiration of the Initial Service Period upon 30 days' prior written notice to the other party. You may terminate this Agreement during the Initial Service Period upon 30 days' prior written notice and the payment of the Termination Charges set forth in Section 9, "Additional Fees", in these Special Provisions.

B. You may terminate this Agreement at any time during the Initial Service Period without liability upon 30 days' prior written notice to SelectNet; provided that prior to such termination You have entered into an agreement with SelectNet to purchase a new Internet related service from SelectNet and such new agreement has a contract term and revenue commitment equal to or

greater than the remaining contract term and revenue commitments of this Agreement.

C. Notwithstanding anything to the contrary contained in this Agreement, within 30 days after the initial Service Activation Date with respect to Your first site, You shall have a one time right to terminate this Agreement by giving SelectNet at least ten days written notice of termination and payment of any charges incurred as of the termination date, but without payment of any Termination Charges (as defined in Section 9, "Additional Fees", in these Special Provisions) other than charges incurred by SelectNet as a result of such termination.

D. If a party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for 30 days after receipt of written notice, (i) the other party may terminate for cause this Agreement, or (ii) where the failure is a non-payment by You of any charge when due, SelectNet may, at its option, suspend Service, require a deposit as a condition of continuing to provide Service and/or terminate this Agreement.

E. This Agreement may be terminated immediately upon written notice by: (i) either party if the other party has violated the other party's Marks, becomes insolvent or involved in a liquidation or termination of its business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within 30 days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors; or (ii) SelectNet or AT&T pursuant to Section 3B or due to Your material breach of any provision of Section 4 or the software license; or (iii) AT&T becomes insolvent or involved in a liquidation or termination of its business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within 30 days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

F. You shall be responsible for payment of all charges under this Agreement incurred as of the effective date of termination. You shall also be liable to SelectNet for the Termination Charges set forth in this Section if SelectNet terminates this Agreement under Section 7D or 7E.

G. SelectNet may also terminate the Service, in whole or in part, upon thirty (30) days written notice to You if SelectNet or AT&T decides to discontinue such Service, in whole or in part.

H. Notwithstanding anything to the contrary contained herein, either party may elect, during the Initial Service Period or at any time thereafter, to terminate the IP Mail Service provided hereunder upon 30 days' written notice to the other party.

8. INDEMNITY

A. SelectNet agrees to defend or settle, at its own expense, any third party claim or suit against You alleging that the Service infringes any United States patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: Your or User's Content in connection with the Service; modifications to the Service made by or combinations of



the Service with services or products provided by You or others; SelectNet's adherence to Your written requirements; or, use of the Service in violation of this Agreement. You agree to defend or settle, at Your own expense and without prejudice to SelectNet or SelectNet/AT&T's continued provisioning of the Service to You or others, all claims or suits against SelectNet covered by the exceptions in the preceding sentence and shall immediately cease any activity which gives rise to the alleged infringement. The indemnifying party will also pay all Damages (including reasonable attorneys' fees) that by final judgment may be assessed against the indemnified party due to infringement by the indemnifying party.

B. In the event of a claim of infringement for which SelectNet is the indemnifying party under Section 8A, SelectNet may at its option either procure the right to continue using, or replace or modify, the alleged infringing Service so that the Service becomes noninfringing and substantially compliant with the requirements in this Agreement. Upon inability to reasonably perform either of the foregoing options, SelectNet may terminate this Agreement, without liability other than as stated in Section 8A.

C. SelectNet grants to You the right to permit Users to access and use the Service, provided that You shall remain solely responsible for the access and use by any User of the Service, and shall defend, indemnify and hold harmless SelectNet from and against all Damages, arising out of third party claims and regardless of the form of action, whether in contract, tort, strict liability or

otherwise, concerning or relating to: any noncompliance by You or Users with any provision of this Agreement; negligent acts or omissions by You or Users; Your or Users' Content; or any Service failure, defect or outage.

9. ADDITIONAL FEES

Moving Fees

Single User: There is a charge of \$150 per location for re-installation of AT&T DSL at a new location during standard operating hours (8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays).

Multi-User: There is a charge of \$150 per location for re-installation of AT&T DSL at a new location during standard operating hours (8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays).

Termination Charges

The Termination Charge will consist of the following: (1) For Single-User DSL Internet Service, the Termination Charge is \$200 (or the remaining Monthly Service Fees for the Initial Service Period, whichever is less); (2) For Multi-User DSL Internet Service, the Termination Charge is \$500 (or the remaining Monthly Service Fees for the Initial Service Period, whichever is less); (3) All discounts, if any, received by You; and (4) Any charges incurred by SelectNet as a result of such termination.

END OF SPECIAL PROVISIONS

Authorization

I authorize SelectNet Internet Services to invoice me or bill my credit card as indicated above according to the services chosen on this order form. I am aware of any extra charges that may occur for early termination, extensive inside wiring, moving the circuit, or as otherwise indicated above in the Special Provisions. I have read and agree to SelectNet's Terms and Conditions and the Special Provisions above, including all Acceptable Use Policies as posted on SelectNet's Web site (http://www.select.net) and modified from time to time. I also understand that the DSL circuit is to be provided by AT&T and is subject to AT&T's Acceptable Use Policies and availability of service. I understand that with this signature I bind myself to all legal agreements with SelectNet and the services that they provide.

Name: _____

Date: _____

Signature: _____

You should be contacted by a SelectNet representative within two (2) working days of reception of this form. If you do not hear from a representative, you may call us to confirm the order at (760) 438-9555, or email us at sales@select.net. Your circuit can not be ordered before payment is received. After your payment is confirmed, an information sheet will be faxed or e-mailed to you with information necessary for ordering your line.