

## **Service Guide DSL Internet Service**

Thank you for your interest in SelectNet's DSL Internet Service. Please read this Service Guide carefully as it is intended to inform you about the features of your Service and answer questions you may have about the Service. The Service Guide is designed to supplement any other written materials that have been provided previously to you by SelectNet or AT&T (SelectNet's DSL provider). Furthermore, SelectNet's policy is to continually improve its products and services, and so may from time to time change the Service as provided to Customer under this Service Guide.

### **SECTION I – SERVICE DESCRIPTION**

#### **1. SERVICE PROFILE**

SelectNet DSL Internet Service ("DSL") is a value-added service providing dedicated connectivity to the Internet over digital subscriber line loops as well as other value-added features. DSL is available in the following service plans:

- Single User
- Single-User Managed
- Multi-User
- Multi-User Managed

Except where indicated references to "DSL" include all four service plans. Customer may not resell DSL.

DSL does not provide any security facilities, firewalls, or filters.

It is SelectNet's desire to continually improve its products and services and it may, therefore, from time to time, change the Service as provided to Customer under this Service Guide. SelectNet's DSL is provided by AT&T, and Customer will be required to comply with AT&T's Acceptable Use Policies and other applicable Terms and Conditions.

#### **1.1 SERVICE DELIVERY**

DSL provides dedicated Internet access and is available at a variety of access bandwidths. DSL includes a dedicated connection to the Internet, including implementation support (access circuit provisioning and acceptance testing), network monitoring, and user support (via SelectNet to AT&T's 24-hour, 7-day/week hotline, trouble ticket reporting and resolution, fault isolation through to the service demarcation point.) In addition, for the Managed Router Option only, DSL includes the provision, management, and maintenance of certain customer premises equipment (CPE) necessary to use the service. Customer must in all cases provide all wiring at its premises required to connect to the access line loop jack.

IP addresses are allocated by AT&T to SelectNet's use for Customer pursuant to the Internet Registry (ARIN) guidelines following RFC 2050.\* Any change requested by a Customer to the AT&T allocated addresses must be agreed to by AT&T.

\* Note: Internet rules (RFC 2050 and ARIN IP address assignment policies) require that IP addresses be conserved. If you request more than 8 (5 usable) IP addresses, you must provide a list of hostnames to be assigned to these IP addresses. If you have fewer than 6 hostnames or do not complete, you will receive 8 (5 usable) IP addresses.

Under this Agreement, DSL is available only to customers having a billing address within the United States. DSL is available only in certain select markets in the United States.

## 1.2 STANDARD FEATURES

Feature	Single User	Multi-User
Access Bandwidth (downstream/upstream)		
608/128 Kbps	Yes	No
1.5Mbps/384Kbps	Yes	No
144/144 kbps	Yes	Yes
192/192 kbps	No	Yes
384/384 kbps	No	Yes
768/768 kbps	No	Yes
1.1/1.1 Mbps	No	Yes
1.5/1.5Mbps	No	Yes
Static IP Addresses	0	Up to 29*
Dynamic IP Addresses	1	n/a
Mailboxes included** (12 Mbytes each)	1	1

\* As justified.

\*\* Mailboxes are POP3/SMTP compliant. Customer must provide email client software. Customer email addresses will include a SelectNet default domain name unless Customer has their own domain name.

## 1.3 OPTIONS

DSL offers the following options, at additional charge:

- Domain Name Service (DNS) administration - available for the Multi-user service only. (DNS Administration includes primary DNS for one domain and one zone, and secondary DNS for one zone.) Only one change request for DNS will be allowed per month, via email. Customer is responsible for all domain name registry fees related to provisioning and use of domain names.
- Managed router option- SelectNet owns and manages the customer router.

## 1.4 EQUIPMENT REQUIREMENTS

The following equipment is necessary to use DSL:

Bandwidth (Downstream/Upstream)	Customer Premises Equipment ("CPE")
144/144 kbps (single/multi)	Efficient Networks Speed Stream 5871
192/192 kbps	Efficient Networks Speed Stream 5851
384/384 kbps	Efficient Networks Speed Stream 5851
768/768 kbps	Efficient Networks Speed Stream 5851
1.1/1.1 Mbps	Efficient Networks Speed Stream 5851
1.5/1.5 Mbps	Efficient Networks Speed Stream 5851
608/128kbps	Efficient Networks Modem 5260
1.5Mbps/384kbps	Efficient Networks Modem 5260

This is provided and configured by SelectNet when service is installed. Customers of the Managed Router/Modem Options service lease their equipment from SelectNet, which manages it and is responsible for all configuration changes.

### **1.5 SERVICE DEMARCATION POINT**

The service demarcation point of DSL is as follows:

- Single-user and Multi-user DSL loop jack on Customer's premises.
- Managed Router Option: Ethernet port on router.

### **1.6 INSIDE WIRING**

Inside Wiring refers to the twisted pair cable that runs from the Minimum Point of Entry (where DSL access loop from the Phone Company terminates in your building) to the phone jack in the wall. The Customer decides the location of the phone jack. Inside Wiring up to 50 feet from the Telephone Network Interface (usually at the Minimum Point of Entry) is specifically for Multi-User service and Single-User 144k service. Single-User 608/128K and 1.5M/384K service is line shared, therefore no inside wiring is necessary and will not be provided. If additional Inside Wiring is necessary (if jack needs to be installed further than 50 feet from the Telephone Network Interface), Customer is responsible for providing it prior to the installation of the DSL service.

## **2. NETWORK ACTIVATION**

The Service Activation Date or Actual Network Activation Date ("ANAD") is the date on which the following connectivity criteria have been met:

- Equipment provided or sold by SelectNet is installed and operational at the Customer locations specified in the initial Service Order.
- The access line for Multi User Service and Single User 144/144 Kbps is installed and tested to the Customer locations specified in the initial Service Order, and IP connectivity to the Internet (including routing outside the DSL network) exists.
- Single User service speeds of 608/128 Kbps and 1.5 Mbps/384 Kbps will be implemented over the existing analog phone line at residential locations.
- If Customer has a domain name, any SelectNet supplied primary and secondary DNS servers are operational for Customer's domain.

Once billing has been initiated, billing will continue throughout the Service Period regardless of re-installation and testing activities at any locations different from that specified in the initial Service Order form.

## **3. NETWORK OPERATIONS AND SERVICE**

SelectNet and AT&T's Network Operations Center ("NOC") will perform operations support and troubleshooting of network and service infrastructure and problem diagnosis and resolution.

The NOC will only support and accept calls from SelectNet and will not accept calls, provide trouble assistance, or interface in any manner with Customer. SelectNet will only accept calls from Customer. All communications with Customer will be in the English language.

## **4. CUSTOMER REQUIREMENTS**

In connection with DSL, Customer must provide the following:

- All security for its services and systems used or accessible in connection with DSL.
- Testing of all Customer-provided and third party hardware, software, and services for compatibility with DSL.
- A Customer's Point of Contact ("CPOC") shall be designated by Customer and the CPOC shall interface with SelectNet's Customer Service representative.

**Section II -- Limited Guarantee To Customers of SelectNet's AT&T Internet Service, Multi-User Option****Service Availability Guarantee**

Customers of the SelectNet AT&T DSL Internet Service who have purchased and been provisioned with Multi-User Service ("Customers") are provided a limited guarantee of service availability, subject to the Program Rules and Regulations set forth below. If a Customer experiences a Service Outage in excess of 60 consecutive minutes for any of Customer's Multi-User DSL lines during any calendar day, the Customer will be eligible for a credit of one day's worth (1/30th) of the Customer's Monthly Service Fee for such Multi-User DSL line, subject to the maximums specified below in the Programs Rules and Regulations.

**Program Rules and Regulations:**

## 1. Definitions:

"AT&T IP Backbone" is defined as the AT&T owned and operated Internet Protocol (IP) infrastructure identified as AS7018 and which includes certain AT&T Internet Service Points of Presence ("POPs") in the United States (including Alaska, Hawaii, the Commonwealth of Puerto Rico and the United States Virgin Islands) the telecommunications equipment and facilities that interconnect all wiring within them, and the physical plant that surrounds them.

"Monthly Service Fee", for a Multi-User DSL Line with respect to which Customer has not purchased the SelectNet Managed Service Option, is defined as the SelectNet DSL Monthly Service Fee for such line, but excluding, in all cases, any monthly fees for any DSL service options or feature (e.g., domain name hosting or email service) and excluding all one-time charges. For a Multi-User DSL Line with respect to which Customer has purchased the SelectNet Managed Service Option, the Monthly Service Fee is defined as the SelectNet DSL Monthly Service Fee and the SelectNet monthly charge for the Managed Service Option for such line, but excluding, in all cases, any other monthly fees for any DSL service options or feature (e.g., domain name hosting or email service) and excluding all one-time charges.

"Multi-User DSL Service" or "Multi-User DSL", is defined as the SelectNet DSL Multi-User Service dedicated connection to the Internet, originating at Customer's Minimum Point of Entry (termination point of Customer's local loop), traversing the CLEC Access Network and terminating within the AT&T IP Backbone. Notwithstanding the foregoing, in the event that Customer has purchased the Managed Service Option for the applicable Multi-User DSL line, then Multi-User DSL shall be defined as the SelectNet Multi-User DSL dedicated connection to the Internet, originating with the Ethernet port on the Managed DSL Router traversing the CLEC Access Network and terminating within the AT&T IP Backbone.

The "Service Activation Date" is the date that the Multi-User DSL is made available to a Customer.

A "Service Outage" is defined as any occurrence within the Multi-User DSL Service that results in the inability of the Customer to transmit IP Packets within the Multi-User DSL Service. A "Service Outage" does not include an outage for scheduled periods of maintenance or upgrades.

"Verifiable Trouble Tickets" are defined as those where AT&T has substantiated that a Service Outage exists.

2. The Customer Point of Contact (CPOC) must notify SelectNet's Technical Support Service immediately of a Service Outage, via telephone (760-438-9555). SelectNet Technical Support will investigate the reported outage and if necessary contact AT&T whereby a Trouble Ticket number will be assigned.

3. In order to request a credit, Customer must call 1-760-438-9555 within two (2) business days after the Service Outage occurs and include the Verifiable Trouble Ticket number with its request. Credits will appear on the bill for SelectNet DSL Services no later than two (2) billing cycles after credit approval.

4. The duration of a Service Outage starts with the opening of a Verifiable Trouble Ticket by AT&T and ends when the Service Outage ends.



5. Trouble tickets, where the Service Outage cannot be verified with AT&T's standard diagnostic procedures, do not count towards the limited guarantee for Service Availability. Customer must use its good faith efforts to cooperate with AT&T and/or SelectNet in testing the Multi-User DSL Service.
6. This limited guarantee of Service Availability will take effect thirty (30) calendar days after the Service Activation Date of the applicable Multi-User DSL Service.
7. Claims may be made with respect to Multi-User DSL lines. This guarantee is not available for any type of SelectNet Single User DSL Service (including, without limitation, Single-User Managed DSL Service).
8. In any calendar day, Customer may receive a maximum of one credit per Multi-User DSL line.
9. In any twelve-month period, Customer's aggregated credits with respect to any particular Multi-User DSL line may not exceed, an amount equal to twice the Monthly Service Fee for such line.
10. SelectNet makes no claims regarding the performance of the Multi-User DSL Service.
11. This limited guarantee does not apply in the event of fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond AT&T's control, whether or not similar to the foregoing.
12. All claims are subject to review and verification by SelectNet.
13. SelectNet will be the sole party to verify and determine whether a Customer experienced an Outage that is in excess of that specified in this limited guarantee.
14. SelectNet reserves the right to change or modify the program rules and regulations or discontinue this limited guarantee program at any time without notice.
15. Credits are exclusive of any applicable taxes charged to Customer or collected by SelectNet.
16. This limited guarantee is also subject to the Service Agreement for the DSL Service.

END OF SERVICE GUIDE