



515 Cleveland, Suite B, Monett, MO 65708
635-0111 Monett 381-0111 Nevada 851-0111 Springfield

**Please Fax all 3 pages to: 635-0110
ATTN: Sales-DSL**

This **INTERNET SERVICES AGREEMENT** (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 2003 by and between Sofnet, Inc. (hereinafter referred to as "Sofnet.") and the party identified in Appendix A "Internet Services Order Form" (hereinafter referred to as "Client").

1. Services. Client hereby retains Sofnet to provide Internet Services for Client. Sofnet shall perform the services listed in Appendix A – "Internet Services Order Form" for Client, and Client shall pay Sofnet in consideration therefore.

2. Incremental Additional Fees. If Client requests services in addition to those defined in Appendix A – "Internet Services Order Form", Client shall pay additional fees to Sofnet. Additional Services may include equipment installation and configuration, inside wiring, network design services, web site hosting, network troubleshooting services, and any other product or service not explicitly defined in Appendix A – "Internet Services Order Form."

3. Term of Agreement. This Agreement shall continue in force for the term selected in Appendix A – "Internet Services Order Form" and shall thereafter renew automatically for successive terms on a month to month basis, unless terminated as specified in the following: **Client may terminate this Agreement by delivering written notice of termination to Sofnet Inc. no later than 30 days before the desired date of cancellation.** Any obligations that are incurred from early termination of the contract including but not limited to cancellation fees are the responsibility of the Client. **If Client terminates or cancels the DSL order prior to service delivery or before the end of the 12 month service period, Sofnet Inc. may assess a \$149 fee for early termination plus an additional 30 days internet service fee to cover any additional cancellation cost. Please see page 3 of this agreement for specific fees.**

4. Billing and Payment. (A) Installation & Equipment Fees. The setup fee (includes equipment fee) is payable upon order placement. (B) Monthly Fees. Upon receipt of invoice, Client shall pay according to the terms stated therein. The prorated first month and full second month of service will be charged on the first invoice. If paying by credit card the prorated first month is due upon installation. All further monthly charges will be on the 1st day of the months following. All past due accounts will be charged a late fee of \$10. All past due accounts are subject to immediate suspension or termination of service at the discretion of Sofnet

(C) Payment method shall be defined in Appendix B – "Billing and Payment"
(D) Any applicable taxes will be billed and are not included in the stated monthly fees.

5. Prohibited Uses. Client agrees to and accepts the provisions shown in abbreviation in Appendix C – "Acceptable Use Policy". The full version is shown at www.sofnet.com and is subject to change without notice. Client understands that violation or non-conformance with any of the provisions in the policy can cause default of this agreement and restriction of the Internet Services provided under this agreement. Furthermore any illegal activities may result in criminal or civil prosecution.

6. Responsibility and Control. Client shall inspect and monitor the Internet Access weekly (or more frequently at Client's option) to ensure that no material therein is in violation of paragraph 5 above. To the fullest extent permitted by law, the Internet Access shall be deemed to be exclusively "under the control" of Client and not "under the control" of Sofnet Client shall be solely responsible for all Internet Access software, hardware, or labor required to set up Internet Access with the Client's facilities or equipment. Sofnet accepts no responsibility for functionality of systems beyond the point of demarcation (outside telephone box), equipment not provided by Sofnet, or internal wiring not performed by an assigned Sofnet vendor.

7. Disclaimer of Liability. Client acknowledges that all services are provided on an "As Is" basis and that Sofnet makes no warranty of any kind, expressed or implied, regarding the reliability or suitability for particular purpose of its services. Sofnet disclaims any warranty of merchantability or fitness for a particular purpose. No oral advice or written information given by Sofnet, its employees, directors, agents or other representatives, shall create or expand any representation or warranty nor shall Client be entitled to rely on any such information or advice. Client acknowledges and understands that Sofnet exercises no control over the nature, content, or reliability of the information delivered to Client from the Internet via Sofnet Inc. Under no circumstances shall Sofnet be held responsible for damages or loss suffered by Client, including but not limited to special, incidental, consequential, or punitive damages, as a result of Client's direct or indirect use of Sofnet services including, but not limited to, errors, delays, loss of information, or interruptions in service caused by Client's or Sofnet's or a third party's negligence, fault, misconduct, or failure to perform. Client acknowledges that Internet access service may be temporarily unavailable for scheduled or unscheduled maintenance, and for other reasons within and outside of the control of Sofnet. Under no circumstances do any such errors, delays, loss of information, or interruptions in service nullify or modify this agreement or any other agreement or contract entered into by Sofnet and Client. Sofnet reserves the right to refuse or terminate service to Client at any time. This disclaimer is in addition to the disclaimer on our website <http://www.sofnet.com> and is subject to change.

8. Default. As used herein, "Default" shall mean any of the following: (I) Client's failure to pay, on or before the first day of each month for credit card billing or by the invoice date for monthly invoice billing, the monthly fees described in paragraphs 1 & 4; (II) Client's breach of paragraph 5; and/or (III) any breach by Client of any other provision of this Agreement or of any statute or regulation, where such breach continues for ten days following written notice from Sofnet to Client. Upon any Default, in addition to any and all other remedies available under law to Sofnet, Sofnet may at its option restrict access by Client and/or the public to all or any part of the Internet Services. Following Client's cure of such Default and written assurance to Sofnet that such Default will not recur, Sofnet shall restore the Internet Services. If Sofnet must resort to legal means to recover owed monies, client will be liable for full amount owed plus full attorney and court costs for Sofnet in relation to the collection.

9. Assignment. The provisions of this agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. Client may not assign or transfer its rights or obligations under this agreement without the prior written consent of Sofnet, and any attempted assignment without consent shall be null and void.

10. Enforceability. If any provision of this agreement is held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this agreement shall remain valid and enforceable according to its terms.

11. State Law. This Agreement shall be governed by and construed in accordance with Missouri law.

12. Availability. If Customer cannot receive the original product ordered (i.e., ADSL or SDSL), but agrees to accept another product (i.e., IDSL), this contract also will be valid for the second product ordered and all terms will apply. The undersigned party below has read and accepted the terms of this Agreement as of the date set forth below:

Company Name: _____
(If applicable)

By (Signature of End User): _____

Print Name of End User: _____

Title (If applicable): _____

Today's Date: _____

Appendix A – Internet Services Order Form

Location - Service Address as it appears on phone bill
Company (If Applicable) _____

Contact _____

Address _____

Suite/Floor # _____

City/State/Zip _____

Active Main Telephone # _____

Second Telephone Line # _____

E-mail _____

Contact Phone # _____

Note: SOFNET MUST HAVE THE FOLLOWING SECTION COMPLETED PRIOR TO PLACING AN ORDER. **Please mark Yes or No Below**

1. **Is the main phone # listed above currently activated at the location listed above? Yes No**
Is the 2nd phone # ? Yes No
2. **Is the main phone # listed above a cell phone number? Yes No** **Is the 2nd phone #? Yes No**
3. **Is the phone # listed above a number provided by the local telephone company? Yes No** **Is the 2nd phone #? Yes No**
4. **What is the name of your telephone company?**

5. **Have you recently moved to the location above and/or activated the numbers above in the past 3 months? Yes No**
6. **If you answered "Yes" to question # 5, have you checked with your telephone company to make sure they have updated all service records? Yes No (Please do so if you have not.)**

Sofnet thanks you for answering these important questions.

Technical Contact (If applicable)

_____ On-Site _____ Off-Site

Tech Contact Name _____

Contact Phone # _____

E-Mail _____

Billing Contact* (REQUIRED)**

Contact _____

Address _____

City/State/Zip _____

Phone _____

E-mail _____

Purchase/PO# _____

Residential Class DSL Plans/Prices

Residential Class DSL Services Include: 1 Dynamic IP address, 10 POP e-mail accounts, personal web space.

Please mark one box under each of the following sections: Installation, DSL plans, Equipment, and IP addressing.

Installation

- \$89 Setup/Self Installation and no inside wiring
- \$149 Setup/Pro Installation and simple inside wiring
- \$199 Setup/Pro Installation and complex inside wiring

Residential DSL Plans

- Up to 384/384K SDSL - \$39.95/month (1yr Term)
- Up to 384/384K SDSL - \$49.95/month (Monthly Term)
- Up to 784/784K SDSL - \$59.95/month (1yr Term)
- Up to 784/784K SDSL - \$69.95/month (Monthly Term)

Equipment

DSL Equipment

- Xpeed 320
Price included in setup fee
Bridged Mode Only
- Xpeed 320R
Included basic firewall and NAT
Price \$30 additional
Routing Mode Only

IP Addressing

- 1 Dynamic IP Address
OR
- 1 Static IP Address can be assigned at an additional charge of \$10.00/month

CLIENT PLEASE INITIAL _____

Appendix B – Billing and Payment

Residential Users - The setup fee must be paid at order placement via credit card/cash/check for residential users ordering SDSL. The prorated first month service fee and the first full month of service will be billed when DSL service has been installed. All further monthly billing will be done on the 1st day of each month.

Business Users - Businesses ordering SDSL will be billed the setup fee (includes equipment) at order placement. The prorated first and full second month of service fees will be billed at installation. Monthly service fees are billed via invoice by email (due within 10 days of issue) or via credit card (charged on the 1st day of each month.)

We require a valid credit card number on file from all customers before we can process any orders. If you do not have a credit card, Sofnet will require a deposit which will remain throughout the term of the contract.

Payment Option A

- Monthly Automatic Credit Card Payment

Credit Card Authorization

I authorize Sofnet to charge the installation, equipment and internet service fees to my credit card account listed below. **I authorize Sofnet to charge the equipment fee to my credit card at order placement. If the service is terminated prior to the contract’s completion, I authorize Sofnet to charge the credit card for the cancellation fee plus one month service at the time the 30 day notice is provided to Sofnet.**

Credit Card – Select One

- MasterCard
- Visa
- Discover

Card Number _____

Expiration Date _____

Name on Card _____

Billing Address _____

City/State/Zip _____

Authorized Signature: _____

Payment Option B

- Monthly Email Invoice Billing (**Sofnet must have a credit card on file for clients selecting this option or may require a deposit**)

Please send payment to:

Sofnet
515 Cleveland, Suite B
Monett, MO 75808

Monett: 635-0111 Nevada 381-0111 Springfield 851-0111
 Fax: 635-0110 E-mail: Billing@Sofnet.com
 Web Site: www.sofnet.com

A service fee of \$20 will be assessed for each returned check.
 Note: Business Customers will be charged the installation, monthly fees, and disconnect/cancellation fees on their monthly invoice. If payment is not rendered according to the terms of the invoice, the credit card on file will be billed per the payment terms.

Appendix C – Acceptable Use Policy

Please see the Sofnet main web site at www.sofnet.com for the Sofnet Acceptable Use Policy which specifies the actions prohibited by Sofnet (“Sofnet”) to clients, subscribers, and users of the Sofnet network. Sofnet reserves the right to modify the policy at any time, effective upon posting of the modified policy to the website www.sofnet.com.

The Sofnet network and resources may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Appendix D – Costs of Sofnet Services

Action	Fees	Other Information
Move/Transfer Service to a New Location 0-12 months on a 12 month contract	\$99	<ul style="list-style-type: none"> • Customer uses same equipment at new location • Sofnet needs 30 Days notice for cancellation at current location
Cancellation of 12 month Contract before completion of 12 months of activation	\$149	Must have 30 Day Notice for cancellation
Cancellation of 12 month Contract after completion of 12 months of activation	No Cancellation or Disconnect Fee	Must have 30 Day Notice for cancellation
Newsgroups	Included in plan	N/A
Missed Professional Installation Appointment	\$99 fee assessed to end user	
Additional Mailboxes	\$1 per month	
Upgrade	No Charge	N/A
Downgrade	\$99 if a truck must dispatch	N/A

CLIENT PLEASE INITIAL _____