

MOKAN COMMUNICATIONS INC ADSL Service Agreement

Customer Name: _____ Date: _____ Phone: _____

Street Address: _____ City: _____ St: ___ Zip: _____

Installation Services

The installation charge for DSL service is \$99.95 The charge is waived if a one year contract is signed by customer. Early termination of contract will result in a charge back to the customer account in the amount of \$99.95. **Installation includes wiring and programming to the Telephone Network Interface and inside connectivity to a single PC. The modem and transformer are property of MOKAN COMMUNICATIONS INC.** \$100.00 charge will be applied to account if items are not returned upon disconnect. **There will be a \$45.00 service charge for changes (decrease of speed, change of location, etc) to your DSL service. A \$25.00 service charge will be billed for service calls resulting in no trouble found in DSL circuit.**

<input type="checkbox"/> EXTREME DSL	(256up/768 down)	\$44.95	One Year Contract _____
<input type="checkbox"/> SUPREME DSL	(384up/1.0 down)	\$54.95	(initials)
<input type="checkbox"/> ULTIMATE DSL	(512up/1.5 down)	\$69.95	

Customer System Requirements

If you are changing Internet providers, your e-mail address will change.

E-Mail address: _____ @ **mokancomm.net** Password: _____

Second E-Mail : _____ @ **mokancomm.net** Password: _____

Customer has Ethernet Card Installed: Yes No

Virus Protection Installed: Yes No

_____ File and Print Sharing Off – File and print sharing should be turned off on you computer. If they are turned on, there is a greater potential that other users on the Internet could access your computer system and/or files. By initialing here, you state your understanding of the above statement and take full responsibility for any and all damage to your computer system and/or files should you leave the file and print sharing turned on.

_____ Surge Protection and Grounding – Customer agrees to properly surge protect their computer equipment and any additional devices attached to said equipment. MOKAN COMMUNICATIONS INC is not responsible for any conditions, outages, or problems that result due to power surges, or lack of surge protection.

_____ Firewall Protection – MOKAN COMMUNICATIONS INC. is not responsible for any external intrusion to the customer's network equipment. The customer is responsible for providing firewall protection in an effort to help prevent intrusions. Since this service is an "Always On" connection, it is MOKAN COMMUNICAITONS INC's recommendation that customers have appropriate firewall protection on their equipment when using MOKAN COMMUNICATIONS INC DSL service.

I have read and understand the provision on the front and back of this agreement and certify that the above information is current and accurate.

Signature of Customer

Date

TERMS AND CONDITIONS APPLICABLE TO DSL AGREEMENT

AGREEMENT

By signing the front page of this document, you, the customer, agree to subscribe to MOKAN COMMUNICATIONS INC'S DSL service identified thereon, in accordance with the terms and conditions set forth below and the Acceptable Usage Policy of MoKan Communications. Inc. (The Acceptable Usage Policy is available for viewing at www.mokandial.com or you can pick up a copy at our office.) MOKAN COMMUNICATIONS INC will give reasonable notice of any changes in the terms and conditions of this agreement. You will be accepting the changes as an amendment to this agreement if you do not notify MOKAN COMMUNICATIONS INC to cancel your service.

You agree that MOKAN COMMUNICATIONS INC'S DSL service will not be used for unlawful purposes. If MOKAN COMMUNICATIONS INC has reason to believe the service provided is being used for unlawful purposes, MOKAN COMMUNICATIONS INC may discontinue or deny the service.

CONTRACT PERIOD

You have the option of your service billed on a month to month basis or a one year contract. If month to month billing is desired, an installation charge of \$99.95 will apply. If you select the one year contract, the installation charge will be waived. **If you discontinue service before the expiration date, you will be billed the \$99.95 installation charge.** After expiration of your initial contract period, your DSL agreement will be renewed automatically on a month-by-month basis. You must notify us 30 days before the expiration date if you do not want your service to continue beyond the initial contract period. This service is available only to customers that have Local Telephone Service through MoKan Dial, Inc.

BILLING OF SERVICE

You agree to pay the amount stated on the front of this agreement by the due date shown on your monthly bill. Monthly recurring charges are billed one month in advance. Your first bill will be dated as indicated on the front of this agreement. The installation fee, any applicable equipment charges, and prorated monthly recurring charges from your date of installation to the beginning of the first month of your first bill will be included in that billing. If your installation fee and/or recurring charges are paid in advance, that amount will be credited to your first bill. You are responsible for all charges within the terms and conditions set forth in this agreement.

All bills are due and payable on or before the 1ST of each month. If your payment is received after that date, a delinquent notice will be mailed to you indicating a disconnection-of-service date. If you do not pay such amounts when due, you may be billed a late payment charge up to the maximum allowed by law.

DISCONNECTION OF SERVICE

You may discontinue service upon written notification to MOKAN COMMUNICAITONS INC, after which you will still be subject to payment of all applicable charges. No initial charges shall be refunded once MOKAN COMMUNICATIONS INC has accepted this contract.

MOKAN COMMUNICATIONS INC has the right to discontinue your service without notice if payment is more than 30 days in arrears, if you fail to honor the terms of this agreement, if you violate the rules/regulations of the Federal Communications Commission (FCC), or if you use your service for unlawful purposes.

If your service is disconnected for nonpayment of your bill, an activation fee will apply if the service is resumed. You will be liable for any costs (including reasonable attorneys' fees) relating to collection of the amounts owed.

SERVICE LEVEL AGREEMENT

Based upon network availability, MOKAN COMMUNICATIONS INC'S DSL is a "best efforts" service, which can provide Up Stream and Down Stream speeds of 256/768, 384./1.0, & 512/1.5 based upon which package the customer selects. The actual speed experienced by customers may vary and depend on several factors not limited to but including customer location, the destination on the Internet, traffic on the Internet, interference with a high frequency spectrum on the customer's telephone line and other devices that may be attached to the same cable pair. No minimum level of speed is guaranteed.

MOKAN COMMUNICATIONS INC is providing DSL service on a retail basis to the customer. The customer agrees to utilize the service exclusively and not to provide access to third parties either through "sharing" or "Resale".

Web Page HOSTING and Caching are services available with your DSL connection for an additional charge. Contact our office for information on these services.

