



## ORDER INFORMATION

*This Section For **PacInfo** Use Only*

New Order     Change Order     Migration

OMS Number for Existing Order \_\_\_\_\_

Bill this order with other orders submitted by Customer

**Service Address:** as it appears on your local phone bill:

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Ste/Floor \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Service Address Phone Number \_\_\_\_\_

Primary Contact Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Local Phone Company Name \_\_\_\_\_

Installation Contact \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Technical Contact \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Email address for order status and other pre-installation communications should be sent to:

Email \_\_\_\_\_

## Billing Information

Company \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Ste/Floor \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

## PacInfo ADSL SERVICE PACKAGE

### PacInfo ADSL Services

- DSL Transport (over existing Qwest phone line)
- Internet Access
- 1 Email account

### Monthly Recurring Charges (MRC)

Port Speed (Kbps)	PacInfo ADSL Services	
384 down/ 128 up	<input type="checkbox"/>	\$ 74.95
768 down/ 384 up	<input type="checkbox"/>	84.95
Optional Modem Rental	<input type="checkbox"/>	4.95

Minimum of six months service, then month to month.

ADSL services may not be available due to distance or other technical reasons that may arise while provisioning your service. If the selected ADSL services are not available, would you like SDSL or IDSL services?

Yes     No     Call me if ADSL is not available

### Non-Recurring Charges (NRC)

In addition to the monthly recurring charges (MRC) for the above selected service package, the following non-recurring charges (NRC) for standard installation also apply.

Activation Fee	\$149.00
Customer Premise Equipment (CPE)*	199.00
Refundable Security Deposit**	300.00

**\* PacInfo ADSL Services requires GNet ADSL CPE. Customer may chose to either purchase the CPE or select the optional monthly modem rental.**

**\*\* At the end of 12 months, the security deposit will be credited to your account and applied to future services provided your payment history and account are in good standing. In all other cases, upon termination of services, the security deposit will be applied to the outstanding balance, and the remainder, if any, shall be refunded within 60 days of the last day of service.**

Customer is required to provide and install a Network Interface Card (NIC) prior to the service installation.

PACINFO INTERNAL USE ONLY			
Sales Rep Name			
Sales Rep Email			
<input type="checkbox"/> Referral	<input type="checkbox"/> Agent	Name:	
Service Notes/Information:			

Cust ID #



## ADDITIONAL SERVICES

This account includes DSL transport, Internet access & packaged value added services as outlined in the **PacInfo DSL SERVICE PACKAGE** Section. Additional services can be purchased in the quantities and for the prices noted below.

PLEASE NOTE: A PacInfo IP Address Justification Form must accompany any requests for Static IP Addresses.

### Optional Web Services

Additional ISP Services		MRC
Qty		
<input type="checkbox"/>	Additional Dialup (each)	\$ 11.00
<input type="checkbox"/>	Additional Email (each)	5.00
<input type="checkbox"/>	Static IP Address (each)	5.00
<input type="checkbox"/>	Spam Filtering (per email)	1.00
<input type="checkbox"/>	Wireless Email (per email)	1.00
<input type="checkbox"/>	Permanent Email Address (w/ 2 aliases)	1.00
<input type="checkbox"/>	PEA (additional aliases, 2)	1.00
<b>Total Additional ISP Services</b>		
Monthly Web Hosting Services (per domain)		MRC
<input type="checkbox"/>	Economy Web Presence	\$ 10.00
<input type="checkbox"/>	Standard Web Hosting	25.00
<input type="checkbox"/>	Platinum Web Hosting	50.00
<input type="checkbox"/>	Internet Marketing (SEO) Campaign	50.00
<input type="checkbox"/>	PacInfo Forum (Online Bulletin Board)	10.00
<input type="checkbox"/>	Standard Statistics Service	10.00
<input type="checkbox"/>	Secure Site (Requires Secure Site Certificate.)	10.00
<input type="checkbox"/>	Cold Fusion Server	10.00
<input type="checkbox"/>	Secure Site/Cold Fusion Server Combo	15.00
<input type="checkbox"/>	Multiple Domain Redirect (up to 3)	2.00
<input type="checkbox"/>	Multiple Domain Redirect (4-10)	5.00
<b>Total Monthly Web Hosting Services</b>		
<b>Total Optional Web Services</b>		

## MASTER ACCOUNT INFORMATION

The Master Email account information will be used for Monthly billing information & post installation Communications.

Full Name \_\_\_\_\_  
 1<sup>st</sup> Choice: \_\_\_\_\_ @pacinfo.com  
 2<sup>nd</sup> Choice: \_\_\_\_\_ @pacinfo.com  
 Email Password: \_\_\_\_\_  
 (5 to 8 characters)

## PAYMENT OPTIONS/INFORMATION

### Summary of Charges

Monthly Recurring Charges		
<input type="checkbox"/>	PacInfo ADSL Service Package	\$
<input type="checkbox"/>	Optional Web services	
<input type="checkbox"/>	Paper Billing	1.00
<input type="checkbox"/>	Other Charges	
<b>Total Monthly Charges</b>		
Non-Recurring Charges		
<input type="checkbox"/>	Activation Fee	\$ 149.00
<input type="checkbox"/>	Customer Premises Equipment (CPE)	199.00
<input type="checkbox"/>	Refundable Security Deposit	300.00
<input type="checkbox"/>	Migration Fee	99.00
<input type="checkbox"/>	Other Charges (if applicable)	
<input type="checkbox"/>	Forum Setup Fee (if applicable)	
<input type="checkbox"/>	Promotional Credit (if applicable)	< >
<b>Total one-time Charges</b>		
<b>Estimated Total</b>		
<b>Adjustments</b>		< >
<b>Estimated Initial Balance Due</b>		

This estimate does not include taxes, FUSF or FTRS fees or other nonstandard fees that may be applicable (See TERMS AND CONDITIONS). The first billing will reflect actual (monthly and one-time) charges including pro-rata charges for the first two months of service.

FUSF: Federal Universal Service Fund (7.2805%, 11/2002)

FTRS: Federal Telecom Relay Service (0.08%, 11/2002)

### Payment Method

Initial Payment:	
<input type="checkbox"/> Check	<input type="checkbox"/> PO No:
<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard <input type="checkbox"/> American Express
_____	
Acct#	Exp:
Name on Card (Please Print):	
_____	
Authorized Signature:	
_____	

### Billing Options

Monthly Billing Options:
<input type="checkbox"/> Email Statement
<input type="checkbox"/> Paper Statement (\$1.00 MRC Applies)
<input type="checkbox"/> Automatic Payment (Requires separate Authorization Form)



## TERMS AND CONDITIONS

This PacInfo Internet Services Agreement (the "Agreement") is made between the provider of PacInfo Internet Services, New Edge Network, Inc. (mostly referred to herein for convenience as "PacInfo Internet"), and the Customer identified below. PacInfo Internet services and facilities are provided on the terms and conditions contained herein. Customer and any person using any PacInfo Internet services or facilities accept these terms and conditions and agree to be bound by them.

1. **Acknowledgement:** Customer acknowledges and understands that Customer is to receive the services detailed in this Agreement and the Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in this Agreement. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.
2. **Billing and Payment:** PacInfo Internet shall bill Customer for services rendered at the rates stated herein. Invoices shall include all applicable taxes, service charges, fees and surcharges. PacInfo Internet shall commence billing upon completion of installation. First and second month payments are billed upon service installation and are due within thirty (30) days of the invoice date. Where applicable, service charges for the first partial month of service will be pro-rated and billed. Authorized monthly credit card payments are charged to Customer's credit card on the first of the month. Past due accounts will be charged a late fee of 1.5% per month on any unpaid past due balance. Delinquent accounts are subject to immediate termination or suspension of services at the sole discretion of PacInfo Internet. Customer may reinstate services suspended due to nonpayment by paying to PacInfo Internet, within 30 days from the date the suspension commences, the Service Reinstatement Fee plus all outstanding amounts due, including the cost of DSL service that would have been provided during the period of suspension. If the Customer does not choose to reinstate service within 30 calendar days, PacInfo Internet will deactivate the service without further notice and any applicable Early Termination Fee or other Fees will become immediately due and payable.
3. **Additional NRC (if Applicable):** In addition to the standard NRC listed above, the following NRC, if applicable, will apply:

Professional Installation	\$100
Relocation Fee	Same as Installation

Early Termination Fee (per circuit)	\$300
Speed Change (requires technician)	\$100
Downgrading Service (speeds changes only)	\$100
Inside Wiring Repair	\$150 + \$80/hr after 1st hour

Service Reinstatement Fee	\$100
Missed Appointment	\$150
CPE	\$199
NSF Check	\$25
NSF Automatic Payment (ACH/CC)	\$10

4. **Pricing and Promotional Packages:** From time to time, pricing and promotional packages may be available to new and existing customers, which provide special offers dependant upon minimum service commitments greater than the six month term outlined in this contract. In the event customer opts for a promotional package, the terms and conditions of the package will prevail.
5. **Customer Premise Equipment (CPE) Purchase:** PacInfo Extended DSL Service requires the appropriate GNet ADSL Modem. This modem may be purchase new from PacInfo Internet with a one (1) year manufacturer's warranty. Maintenance and repair of the CPE are the sole responsibility of Customer. In the event Customer requires non-warranty service or repair from PacInfo Internet, Customer shall pay to PacInfo Internet, on a time and materials basis as documented in an invoice, for the cost to repair and/or replace the CPE. Upon termination of service, the CPE remains with customer.
6. **Customer Premise Equipment (CPE) Rental:** PacInfo Extended DSL Service requires the appropriate GNet ADSL Modem. This modem may be rented on a month to month basis from New Edge Networks. Upon termination of service the CPE must be returned within 30 days or customer will be assessed the full purchase price.
7. **IP Addresses:** Upon IP address reassignment or expiration, cancellation, or termination of the Agreement, Customer shall relinquish any IP addressees or address blocks assigned to Customer by PacInfo Internet.
8. **Term:** This Agreement shall commence on the Effective Date below and shall continue for an initial term of six months from the date on which customer's first DSL circuit is installed. After expiration of the initial term, this Agreement shall continue in effect on a month-to-month basis until terminated by either Party upon at least 30 days advance written notice to the other Party. Such notice from Customer must be in the form of an email sent to [dslsupport@pacinfo.com](mailto:dslsupport@pacinfo.com), with "Terminate PacInfo Internet Service" in the subject line of the email and Customer's contact information in the body of the email.
9. **Early Termination Fee:** An Early Termination Fee applies if PacInfo Internet service is terminated by Customer, or by PacInfo Internet pursuant to this Agreement, any time from the date Customer submits its order until six months after the date on which DSL service is installed. This Early Termination Fee will be waived if (i) Customer cancels the order within 5 business days of placing it; (ii) PacInfo Internet cannot install Customer's ADSL service within 50 days after accepting the order, and Customer chooses not to wait for PacInfo Internet to complete the installation; or (iii) for a period of more than 20 business days after Customer informs PacInfo Internet of the problem, Customer's DSL service is inoperative or unable to transport data reliably at the speed accepted at the time of installation, and Customer then chooses to deactivate.
10. **Suspension and Termination of Service:** PacInfo Internet may suspend or terminate PacInfo Internet service without prior notice if Customer fails to pay for PacInfo Internet Service in a timely manner or violates PacInfo Internet's Acceptable Use Policy discussed below. Customer may reinstate services so suspended for nonpayment by paying to PacInfo Internet, within 5 days of the suspension initiation, the Service Reinstatement Fee plus all outstanding amounts due, including the cost of



service that would have been provided during the period of suspension.

- 11. **Effect of Termination:** Upon termination of PacInfo Internet services or this Agreement, PacInfo Internet will disconnect PacInfo Internet service. In addition, the Customer will be billed for the early termination fee of \$300 for any termination of PacInfo Internet services that occurs prior to expiration of the minimum, six month service term. These fees are not negotiable unless waived by PacInfo Internet as discussed below.
- 12. **Acceptable Use Policy:** Customer and all of its employees shall abide by the terms of the Acceptable Use Policy ("AUP") set forth at <http://www.pacinfo.com/tos.htm> and incorporated herein by reference. Reselling the Services without PacInfo Internet's express written authorization is prohibited by the terms of the AUP. By accepting PacInfo Internet service, Customer agrees to this AUP and any subsequent modifications thereto. PacInfo Internet reserves the right to modify this AUP from time to time, effective upon posting the AUP as modified at the URL shown above.
- 13. **Liability and Warranty Disclaimer:** Customer recognizes that PacInfo Internet cannot control the content transmitted on its network and the Internet and that communications on the Internet may not be secure and may be subject to interception or loss. PacInfo Internet disclaims liability for, and Customer hereby releases PacInfo Internet from, all damages (such as business losses, liabilities, costs, attorney's fees and expenses) incurred by Customer arising out of or relating to use of PacInfo Internet services. PacInfo Internet services are provided "AS IS" without any representations or warranties either express or implied. PACINFO INTERNET HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 14. **Indemnity:** Customer shall indemnify and hold harmless PacInfo Internet from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees) to or of any third party, relating to or arising from the use of PacInfo Internet services provided to Customer, whether or not Customer has knowledge of or has authorized access for such use.
- 15. **Miscellaneous:** This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of the state of Oregon without reference to its choice of law principles. For any action or suit to enforce any right or remedy of this Agreement, (except for actions to enter or collect on judgments) the parties consent to exclusive jurisdiction and venue in the courts for Lane County, Oregon and the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. PacInfo Internet may amend the terms and conditions of this Agreement by giving Customer 30 days' prior notice via publication on the PacInfo Internet web site. PacInfo Internet may assign this Agreement by providing written notice to Customer, but Customer may not assign this Agreement without PacInfo Internet's prior written consent that shall not be unreasonably withheld. New Edge Network, Inc. reserves the right, exercisable in its sole discretion, to expand or reconfigure its service areas and to discontinue any

services upon 30 days notice by email or otherwise. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. Headings in this Agreement are for reference only. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

- 16. **Acceptance: By Signing below, I acknowledge that I have authority to enter into this Agreement on behalf of the Customer, that I have read and fully understand all of the terms and conditions set forth in this agreement, and that I, and any person using any services or facilities provided by PacInfo Internet to Customer, agree to abide by the terms and conditions of this agreement.**

\_\_\_\_\_  
Customer (Company) Name

By \_\_\_\_\_  
Customer Representative (Name)

\_\_\_\_\_  
Customer Representative (Signature)

Effective Date: \_\_\_\_\_