

This **INTERNET SERVICES AGREEMENT** (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 20____ by and between Velotel.com (hereinafter referred to as "Velotel") and the party identified in Appendix A "Internet Services Order Form" (hereinafter referred to as "Client").

1. Services and Fees. Client hereby retains Velotel to provide Internet Services for Client. Velotel shall perform the services listed in Appendix A – "Internet Services Order Form" for Client, and Client shall pay Velotel in consideration therefor. All fees are due in advance of service on or before the first of each month. If service begins on any day other than the first of the month the charges for that month will be prorated and due at time of installation.

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 Velotel. Additional Services may include equipment installation and configuration, network design services, web site design services, network troubleshooting services, and any other product or service not explicitly define 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 equal to the original term, unless terminated as provided in the next sentence. Either party may terminate this Agreement by delivering written notice of termination to the other party no later than 30 days before the expiration of any service period. Any obligations that are incurred from early termination of the contract including but not limited to circuit charges and reduced installation charges are the responsibility of the Client. Velotel may assess fees for early termination up to 50% of the amount of the remaining monthly fees or \$300, whichever is greater, if Client terminates or cancels order prior to service delivery or terminates or cancels service before the end of the service period.

4. Billing and Payment. (A) Installation & Equipment Fees. Client shall pay the Total Installation & Equipment fees shown in Appendix A – "Internet Services Order Form" no later than 10 days following the date of installation. (B) Monthly Fees. Client shall pay in advance, by the first day of each month, the Total Monthly fees shown in Appendix A – "Internet Services Order Form". All past due accounts will be charged a late fee of 1.5% of the past due balance or \$5 per month whichever is greater. All past due accounts are subject to immediate suspension or termination of service at the discretion of Velotel. (C) Payment method shall be defined in Appendix B – "Billing and Payment"

5. Prohibited Uses. Client agrees to and accepts the provisions shown in Appendix C – "Acceptable Use Policy" and 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. Client hereby specifically instructs and admonishes Velotel not to undertake any independent inspection of the Internet Access to determine its compliance with 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 Velotel. Client shall be solely responsible for all Internet Access software, hardware, or labor required to setup Internet Access with the Client's facilities or equipment. Velotel accepts no responsibility for the functionality of systems beyond the point of demarcation—the CPE equipment provided by Velotel.

7. Disclaimer of Liability. Client acknowledges that all services are provided on an "As Is" basis and that Velotel makes no warranty of any kind, expressed or implied, regarding the reliability or suitability for particular purpose of its services. Velotel disclaims any warranty of merchantability or fitness for a particular purpose. No oral advice or written information given by Velotel, 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 Velotel exercises no control over the nature, content, or reliability of the information delivered to Client from the Internet via Velotel. Under no circumstances shall Velotel 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 Clients direct or indirect use of Velotel services including, but not limited to, errors, delays, loss of information, or interruptions in service caused by Client's or Velotel'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 Velotel. 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 Velotel and Client. Velotel reserves the right to refuse or terminate service to Client at any time.

8. Default. As used herein, "Default" shall mean any of the following: (I) Client's failure to pay, on or before the fifth day of each month, the Monthly fees described in paragraph 1 & 4 above; (II) Client's breach of paragraph 5 above; 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 thereof from Velotel to Client. Upon any Default, in addition to any and all other remedies available under law to Velotel, Velotel 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 Velotel that such Default will not recur, Velotel shall restore the Internet Services.

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 Velotel, 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 Minnesota law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

By: _____
Print Name: _____
Title: _____
Date: _____

Appendix A – Internet Services Order Form

Subscriber Location

Service address as it appears on your phone bill

Company _____

Address _____

Suite/Floor # _____

City, State Zip _____

Phone (On-site) _____

Check if proof of insurance is required for installation

Type of Location - Business

- Commercial High-rise, multi-tenant
- Commercial High-rise, single-tenant
- Commercial Building, multi-tenant
- Commercial Building, single-tenant

Technical Contact

Name _____

Phone _____

Phone (Other) _____

Fax _____

E-mail _____

Billing Contact

Company _____

Contact _____

Address _____

City, State, Zip _____

Phone _____

Fax _____

E-mail _____

Purchase # _____

Business Class T1 Services****

Business Class T1 Service includes 1 to 30 static IP addresses, 20 POP e-mail accounts, 20MB** Web Hosting, and Domain Hosting***.

Installation*

- 12 Month Contract - \$395
- 36 Month Contract - \$0

Monthly Internet Port *****

- 1544k – \$495/mo
- 1544k – \$595/mo
- 1544k – \$695/mo

Internet Port fee is dependent on your location and Telco loop costs. Your sales contact will determine which port fee is charged for your location.

Equipment – T1 Routers

- Netopia R5300 T1 Router - \$995
- Cisco wT1 CSU/DSU - \$1995

Options

- Analog Dial Account - \$12.95 per month
- Web Hosting 100MB** - \$19.95 per month

* A fee of \$150 will be assessed if the client misses a scheduled inside wiring or installation appointment.
** 20MB/100MB total disk space & 100MB/1000MB data transfer per month - additional data transfer billed at \$5 per 100 MB transferred.
*** Domain Hosting does not include the Domain registration fees. Domain registration is \$35 per year.
**** National Business Class T1 Services are available in a select group of cities. Not all locations will qualify for T1 service.

Appendix B – Billing and Payment

Installation fees, equipment charges, and the first month of service fees will be billed when DSL service has been installed. Monthly service fees are billed via invoice or via credit card on the first of each month.

Payment Options

- Monthly Invoice Billing
- Credit Card (see below)

Credit Card Authorization

I authorize Velotel.com to charge the Internet service fees to my credit card account listed below.

Credit Card – Select One

- MasterCard
- Visa
- Discover

Issuing Bank _____

Card Number _____

Expiration Date _____

Name on Card _____

Billing Address _____

City, State, Zip _____

Authorized Signature _____

A service charge of \$25 will be assessed for a refused or denied credit card charge or a returned check. A service charge of \$50 will be assessed for all reversed credit card chargeback transactions.

Appendix C – Acceptable Use Policy

This Acceptable Use Policy specifies the actions prohibited by Velotel.com ("Velotel") to clients, subscribers, and users of the Velotel network. Velotel reserves the right to modify the Policy at any time, effective upon posting of the modified Policy to the web site www.velotel.com.

The Velotel 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.

Prohibited Uses

- Residential DSL services are designed for residential use and not for commercial use. The use of servers and/or multiple computers is not prohibited but if usage is excessive and not typical of the average residential user – usage or bandwidth may be restricted or curbed.
- Violations of system or network security are prohibited, and may result in criminal and civil liability. Compromise of, or damage to hosts, networks, or security systems involving the use of the Velotel network or Velotel resources is prohibited and may result in criminal or civil prosecution. Velotel will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:
 - Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
 - Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
 - Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
 - Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
 - Any attempt to degrade or disrupt network systems by sending large amounts of data or malformed IP headers such as Denial of Service attacks, SYN Flood attacks, or PING attacks are prohibited.
 - Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site. The sending of unsolicited, mass electronic mail messages to one or more recipients shall be referred to as "Spamming." Unsolicited electronic messages sent to more than 10 recipients or a series of unsolicited messages sent to more than 10 recipients will be recognized as Spamming and a violation of this policy.
 - Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "Spam" or "Spamming") is explicitly prohibited.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A VELOTEL CLIENT OR A CLIENT'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CLIENT OR END USER. Comments or complaints regarding this Acceptable Use Policy can be sent to abuse@velotel.com.