

# Residential Internet Telephone Service Request

All services are subject to the standard "COMPANY service agreement"

<b>Service Class Residential Telephone</b> <b>Customer Provides minimum 2000 joule Surge Protection and UPS power supply</b>	<b>TOTAL</b>		<b>Total</b>	Telephone service includes unlimited long distance in the Continental US. If you use the service or the device in a way that is inconsistent with the normal use for your service or plan, you will be required, at Global Net's sole discretion, to pay the rates for the service or plan that would apply to the way you used the service or device, or terminate the plan. Description: voice services are provided primarily for continuous live dialog between two individuals. Lack of continuous dialog activity, unusual call patterns, excessive numbers and/or consistent excessive usage, more than 3,000 minutes per line per month for residential calling or more than 8,000 minutes per line per month for business calling) are examples.
<b>1 Year Contract Minimum</b> <b>(Activation is a one time charge)</b>		<b>Activation</b>	<b>\$24.99</b>	
<b>Port Number Charge</b>		(\$10/ea)		
<b>Equipment Rental</b> (Required)	<b>\$3.99</b>			
<b>Telephone Fee</b> (Required)	<b>\$36.00</b>			
<b>Monthly Charges → \$39.99 - Total →</b>	<b>\$39.99</b>	<b>Total Activation Charges → \$</b>		
<b>E-Mail Billing Address</b>	<b>Expiration Date</b>		<b>CVV #</b>	
	<b>CC #:</b>			

**\*\*Activation fee covers only the installation of Global Net hardware to provide wireless access. All services are to be paid by credit card. Any service or support required to configure servers or software, is charged out at \$2.00 per minute.** Any requests for on-site service of Global Net equipment will result in a \$100 charge for a truck roll and \$120/hour if Global Net determines the problem was not caused by any Global Net related hardware or service. Global Net, Inc. retains ownership of and maintains all Global Net installed hardware. Customer is responsible for all damage to Global Net hardware. Customer is required to provide their own Ethernet adapter and internal cabling.

## SCHEDULE A - REQUIRED CUSTOMER TERMS AND CONDITIONS

(References to "Company" in this Schedule A are to Global Net, Inc; references to "End User" in this Schedule A are to Permitted Third Party Users or the primary Customer.)

For purposes of the Paragraph 1, "Company" includes Company, any affiliated and subsidiary companies of Company, any subcontractors and suppliers of the foregoing, including Global Net, Inc., and the directors, employees, officers, agents, subcontractors and suppliers of all of them.

End User is solely responsible for the content of any transmissions using the Services, or any other use of the Services, by End User or by any person or entity End User permits to access the Services (a "User"). End User agrees that it and any User will not use the Services for illegal purposes, or to interfere with or disrupt other network users, network services or network equipment. Disruptions include, but are not limited to, any illegal activity, unauthorized hosting, distribution of unsolicited advertising (e-mail) or chain letters, propagation of computer worms and viruses, and using the network to make unauthorized entry to any other machine accessible via the network. End User shall defend, indemnify, and hold harmless Company from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all claims by any person based upon the content of any transmissions by End User or any User using the Services or any other use of the Services by End User or any User. User further agrees to reimburse Company for any damage, time or losses, including loss of revenue, that arise from the afore-mentioned actions. If such disruptions are not halted within 48 hours written notice Company may at its sole discretion terminate services and apply all penalties allowed for early termination in the termination section of the contract.

End User shall limit access to and use of the Services to its employees (and, in the case of the End User that is a nonprofit educational institution, to employees and students), shall not authorize any person to use the Services other than for End User's business purposes, and shall not resell or otherwise generate income by providing access to the Services to any User. If End User permits Users to access the Services, End User shall defend, indemnify, and hold harmless Company from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all claims by any such Users in connection with the Services, regardless of the form of action, whether in contract, tort (including Company's active or passive negligence), warranty, or strict liability. However, End User shall have no obligation to indemnify and defend Company against claims for direct damages to real or tangible personal property, or for bodily injury or death, proximately caused by Company's negligence.

End User agrees to comply, and to cause any User to comply, with United States law with regard to the transmission of technical data, which is exported from the United States using the Services.

EXCEPT AS EXPRESSLY SET FORTH IN OR CONTEMPLATED BY THIS AGREEMENT, IN ANY INSTANCE INVOLVING PERFORMANCE OR NONPERFORMANCE BY COMPANY WITH RESPECT TO SERVICES OR PRODUCTS PROVIDED HEREUNDER, END USER'S (CUSTOMER'S) SOLE REMEDY SHALL BE (A) IN THE CASE OF SERVICES, REFUND OF A PRO RATA PORTION OF THE PRICE PAID FOR SERVICES WHICH WERE NOT PROVIDED, OR (B) IN THE CASE OF PRODUCTS, REPAIR OR RETURN OF THE DEFECTIVE PRODUCT TO COMPANY FOR REFUND, AT THE OPTION OF COMPANY. EXCEPT AS EXPRESSLY SET FORTH IN OR CONTEMPLATED BY THIS AGREEMENT, IN THE CASE OF REFUND FOR LOST SERVICES, CREDIT WILL BE ISSUED ONLY FOR PERIODS OF LOST SERVICE GREATER THAN FORTY EIGHT (48) HOURS.

THESE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE, AND SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

I HEREBY ACKNOWLEDGE and ACCEPT that these service are subject to the terms and conditions set forth in the COMPANY service agreement.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Credit Card Billing Address

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

\_\_\_\_\_  
Phone Number

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

Customer \_\_\_\_\_