



Northwest Telephone, Inc.
 1630 North Wenatchee Avenue Suite 9
 Wenatchee, WA 98801
 Voice: 509.661.2000
 Fax: 509.661.2020



Genext Internet Communications
 PO Box 5389
 Wenatchee, WA 98807-5389
 Voice: 509.884.7791
 Fax: 509.884.5599

VERSION 20020201



Order Date: _____
 Desired Due Date: _____
 Ticket Number: _____
 Sales ID: Web
 ISP ID: Genext, LLC

CONNECTION AGREEMENT

CUSTOMER INFORMATION

Customer Name: _____	Billing Address (If different): _____
Company Name: _____	
Physical Address Line 1: _____	
Physical Address Line 2: _____	
City: _____ State: _____ Zip: _____	
Home Phone: _____ Other Phone: _____	Contact E-Mail Addresses: _____
<div style="border: 1px solid black; padding: 5px;"> Service Phone #: _____ Initial _____ DSL service will be qualified and installed on this number. Note, the current telephone service on this line must be provided and billed by Verizon. See Section 6.2 of the Terms and Conditions </div>	

PERSONAL ACCOUNT & TECHNICAL DATA

Type of Service Requested: <input type="checkbox"/> SuperPipeDSL <input type="checkbox"/> SuperPipe Wireless	Comments
Rate Plan: _____	(Please provide any special contact instructions and note here if customer is a new DSL user or a conversion from Verizon's DSL)
Installation Fee: \$ _____	
Modem Charge: \$ _____	
Monthly Connection Fee: \$ _____	
Computer Type: _____	NOTE: No static Ips or servers are allowed on SuperPipeDSL or WIRELESS – Residential accounts only.
Operating System: _____	
Do you have a USB Port available: _____	
Do you have a PCI Slot available: _____	
Number of Static IP Address: _____	

SUPERPIPE CONNECTION AGREEMENT

I agree to allow Northwest Telephone access to my customer service records with the local incumbent telephone service provider to determine if I qualify for Superpipe DSL Service.

_____ Initials _____ Date

I understand that it is my responsibility to ensure that my computer and/or network is configured appropriately to interface with this SuperPipe product. I will be responsible for my connection and Internet charges even if I am unable to connect to the Internet. In signing this I accept NTI's Terms and Conditions, and Acceptable Use Policy, contained on pages 2-3; and, also available online at our website: www.nw-tel.com. NTI is responsible only to provide the SuperPipe connection to the telephone company demarcation for SuperPipeDSL, or the customer premise radio for SuperPipe Wireless. I understand that this SuperPipe connection is billable when the connection is completed whether I am able to utilize it or not.

SIGNATURES

Print Name: _____

Signature: _____ Date: _____

FOR INTERNAL USE

REC DATE	APP	UNE	INS	ACCT
REC ID	SUR	TU	ID	



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SuperPipe Terms & Conditions – Northwest Telephone

1. Term of Contract. This agreement has an initial term of one (1) year (the "initial term") and will continue on a month-to-month basis thereafter. After the initial term, either party may terminate this Agreement upon thirty (30) days written notice. Upon expiration or termination of this Agreement, Northwest Telephone, Inc. (NTI) will maintain all of the NTI SuperPipe Circuits already ordered and provisioned pursuant to this Agreement, provided that Customer continues to pay all monthly charges pursuant to Paragraph 3.

2. Definition of SuperPipe Wireless & SuperPipe DSL. A NTI SuperPipe DSL connection is a digital data telecommunications service that consists of one private virtual circuit between a Customer's premise and a NTI serving wire center that utilizes Digital Subscriber Line ("DSL") technology. A NTI SuperPipe Wireless connection is fixed wireless multipoint connection that consists of one private virtual circuit between the Customer's premise and a NTI service base station.

3. Payment Terms. The rates and charges set forth in the attached documentation will apply to the NTI SuperPipe services provided to the Customer during the term of this agreement. In addition, NTI shall bill all applicable federal, state and local mandated surcharges, fees, user's fees, universal service contributions and taxes to the Customer.

Customer shall pay all charges with in twenty (20) calendar days of the date that NTI's monthly invoices are mailed. Unless otherwise specified in writing all payments shall be made via credit card, debit card or check mailed to Northwest Telephone, Inc. 1630 N Wenatchee Avenue, Suite 9, Wenatchee, WA 98801.

4. Price Protection. NTI represents and warrants that the prices set forth will be firm for the initial term of this Agreement. A minimum of sixty (60) days notice will be provided in the case of price increase on a NTI SuperPipe Circuit.

5. Limited Warranty. NTI warrants to Customer subject to the limitations set forth below, that NTI SuperPipe service shall operate in substantial accordance with the terms of this agreement during the term of this Agreement.

A. Customer understands and acknowledges that the actual transmission speeds delivered by NTI may vary from the transmission speeds otherwise expected by Customer based on such factors as length and gauge of the line serving the Customer, weather conditions, line of site, antenna placement and other operational characteristics of the facilities and equipment used by NTI.

B. NTI shall use commercially reasonable efforts to provide installation, repair and maintenance functions for its NTI SuperPipe connections. In the event that Customer experiences and promptly notifies NTI of substantial reduction in transmission speed or significant interruption in service. NTI will undertake, at no charge to Customer commercial reasonable efforts to restore Customer's NTI SuperPipe service. NTI shall not be responsible for service issues concerning a Customer's computer, network, wiring, firewall or software. Assistance with these types of issues may be billed to the Customer at NTI hourly rates.

C. Customer understands and acknowledges that NTI's SuperPipe service does not provide 911 or other emergency and ancillary services conventionally available from incumbent local phone companies. This is not a phone line, but a computer data connection.

D. NTI shall provide reasonable commercial Technical Support for its Customer in regards to the SuperPipe DSL or Wireless connection.

E. Customer understands and acknowledges the NTI's service is limited to certain regions in the United States. NTI reserves the sole and exclusive right to determine the expansion on its service area, and the right to maintain and reconfigure its service.

F. Customer acknowledges and understands that the lack of facilities or other operational impediments may preclude or delay NTI's actual installation, repair and maintenance of NTI's SuperPipe service in any particular market and to any particular Customer.

G. NTI will make reasonable efforts to provide five (5) business-day notifications to Customer of Scheduled Network Maintenance. NTI may interrupt its provision of service for maintenance and other operational reasons, without compensation or notice to Customer. NTI also reserves the sole and exclusive right to terminate its service in any area or cease operations with sixty (60) days notice to Customer.

H. This limited warranty shall not apply if: (1) the Customer's equipment has been subjected to unusual physical or electrical stress, misuse, neglect, accident or abuse, or damaged by any other external causes; (2) NTI's SuperPipe service or equipment has been repaired or altered by anyone other than NTI or NTI's subcontractors or affiliates, without NTI's express and prior written approval; (3) NTI's SuperPipe service or equipment has been installed by someone other than NTI or NTI's subcontractors or affiliates; or (4) NTI's SuperPipe is used in violation of applicable law or in violation of instructions furnished by NTI.

I. NTI does not encourage the Customer to disconnect a telephone line in hopes of attaining SuperPipe DSL service when wiring is not available, as the LEC does not extend authority to NTI to assume those pairs.

THE FOREGOING LIMITED WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR USE OR PURPOSE.

6. Ordering and Provisioning of SuperPipe.

6.1 Order and Installation. Customer will order, NTI will install, maintain, and provide SuperPipe service by coordinating with participating Internet Service Provider (ISP) of the customer's choosing. NTI will coordinate with the customer to schedule a mutually agreeable installation time.

6.2 Failed Installation. If Customer misrepresents the current service and billing provider (must be Verizon) and the service cannot be provisioned, Customer is responsible for all charges associated with the attempted installation.

6.3 Missed Installation Appointments. Missed Appointments by clients result in \$50.00 additional charges.

7. Acceptance of SuperPipe Circuits and CPE.

7.1 Customer Premise Equipment. NTI retains ownership of all customer premise SuperPipe Wireless equipment. Customer is responsible for loss, theft or damage to this wireless equipment. Customer purchases and retains ownership on the ADSL modem for SuperPipe DSL services. The Customer is responsible for changes to the Customer premise equipment, software & configuration after the NTI installation is complete.

7.2 Customer Premise Wiring. Customer must authorize any additional wiring needed in advance of the installation. In the event that Customer requires any additional wiring from the Local Telco termination point to the location of the CPE, Customer will be charged an additional fee for any and all labor and materials necessary to complete the installation.

8. Billing Start Date Billing for the NTI SuperPipe Circuit will start upon Customer's Installation Date from NTI. (the "billing start date"). If the NTI SuperPipe Circuit is ready from NTI but the Customer is not ready to accept the circuit NTI will begin billing for the NTI SuperPipe service.

9. Cancellation and Return Policies

9.1 Customer will notify NTI of cancellation in writing (the "notice of cancellation"). Upon receipt of a notice of cancellation NTI will cancel the SuperPipe service within thirty business days. NTI will bill the circuit to the end of the service date in addition to the other charges described in this Paragraph.

9.2 The minimum initial term for each NTI SuperPipe Circuit will be one (1) year, continuing on a month-to-month basis thereafter.

9.3 If NTI receives notification of cancellation of a NTI SuperPipe Circuit during the first year after the billing start date for that circuit, Customer will pay the NTI SuperPipe Circuit Early Cancellation Fee of \$250.00 unless NTI is notified in writing of service inadequacies and fails to rectify these inadequacies within five (5) business days of receipt of such notice.

10. Acceptable Use Policy. Customer will be responsible for following any acceptable use policy set forth by their chosen ISP, including but not limited to the NTI's no spamming policy. Failure to abide by this policy can result in immediate disconnection of services by both the ISP and NTI. These policies are posted on NTI's web-site at www.nw-tel.com and are subject to change at any time.

11. Force Majeure. NTI shall not be responsible for any failure to perform any obligations or provide service hereunder because of any Act of GOD, strikes, work stoppage, equipment or facilities shortages, governmental acts of war, riot or civil commotion or any other force beyond NTI's reasonable control. Customers remedies are limited as set forth herein.

12. Entire Agreement; Amendments in Writing; Severability. This agreement, which includes all Attachments and Schedules referenced herein, constitutes the entire Agreement between parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, written or verbal, with respect to the subject matter expressly set forth herein. Any amendment or supplement to this Agreement shall be in writing. If a provision of this Agreement shall be held to be illegal, invalid or unenforceable, each party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties and the validity, legality and enforceability of the remaining provisions of these Agreement shall not in any way be affected or impaired thereby. If necessary to affect the intent of the parties, the parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

13. Dispute Resolution and Choice of Law. The parties shall attempt to resolve all disputes. Washington law shall govern any dispute arising between the parties.

Customer Initials: _____



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Acceptable Use Policy

This policy may be changed from time to time by NTI.

1. Unsolicited advertising ("spamming") via e-mail, newsgroup posting, or cross-posting is prohibited. NTI reserves the right to terminate this contract immediately for offenses.
2. IRC "bots" are not to be executed on NTI's systems.
3. NTI reserves the right to review customer data stored on NTI systems for system administrative purposes.
4. These Terms and Conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Continued use of the service after the date of the revised Terms and Conditions constitutes acceptance of the revised Terms and Conditions.
5. These Terms and Conditions are subject to change at any time. Continued usage of your account after a new term or condition has gone into effect constitutes acceptance of that policy. The effective date will be updated to indicate a new revision.
6. NTI makes no warranties of any kind, whether expressed or implied, including any implied warranty of merchantability or fitness of the service for a particular purpose. NTI takes no responsibility for any damages suffered by you including, but not limited to, loss of data from delays, non-deliveries, mid-deliveries, or service interruptions caused by NTI's own negligence or your errors, and/or commissions.
7. The services of NTI may only be used for lawful purposes. Transmission of material is subject to compliance with any applicable laws and regulations. This includes, but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secrets. You agree to indemnify and hold harmless NTI from an claims resulting from you use of this service which damages you or another party. At our sole discretion, we may revoke your access for inappropriate usage.
8. If you use another organization's networks or computer resources, you are subject to their respective permission and usage policies. These policies relate to the use of such services as electronic mail, news posting, file transfer, Telnet or login access, and World Wide Web server access.
9. NTI may list information such as your name and e-mail address in relevant directories, (such as X.500 listings and WAIS databases).
10. After termination of an account with NTI, NTI has the right to remove or delete data previously associated with the account.
11. Use of any information obtained via this service is at your own risk. NTI is not responsible for the

- accuracy, quality, or content of information obtained through our services.
12. If we do not receive payment when due, your account may be terminated. Termination of your account does not remove your responsibility under these Terms to pay all fees incurred up to the date the account was canceled. You will also be responsible for any fees incurred by NTI, including but not limited to collection agency fees and attorney's fees, costs and expenses, whether or not suit is commenced.
13. You will notify NTI of any changes in billing and contact information relating to your account.
14. NTI reserves the right to cancel this service for any reason and reimburse you for any unpaid fees where appropriate on a pro-rata basis.
15. You understand and accept these Terms and Conditions and agree to pay for these services according to the billing policies currently in effect.
16. Changes in service, NTI's service offerings, pricing, and network capabilities are expected to change from time to time. NTI reserves the right to change any service offered or the features of any service offered or its systems without notice, including changes to access and use procedures, such as idle disconnections, pricing for bandwidth usage, and system hardware and software.

Customer Initials: _____