



dist/staff _____ ref # _____ plat ID _____

raw loop data tested by _____ on _____ 307.682.2519 fax

visionary communications, inc. • po box 2799 • gillette, wy 82717 • 307.682.1884 • 888.682.1884

1 customer information

your name: _____

company: _____

billing contact: _____ tax id/ss: _____

mailing address: _____

billing city: _____ billing state: _____ billing zip: _____

phone/day: _____ fax/night: _____

install address: _____ install city: _____

phone bill #: _____ phone line for DSL: _____
home users typically main phone line, business users typically fax line

BILLING E-MAIL ADDRESS: _____
additional emails available on request (up to 10); we email invoices on the 25th of each month; please notify us of email changes

username: _____ pass: _____

2 service pricing and selection

		term	notes
ADSL 1.5Mbps up to 1.5Mbps/512Kbps	<input type="checkbox"/> \$29.95 home	12 months	twice the speed of Qwest, same price!
	<input type="checkbox"/> \$49.95 business	12 months	comes on one invoice from Visionary
ADSL 3-7Mbps up to 7Mbps/1Mbps	<input type="checkbox"/> \$35.95 home	12 months	twice the speed of Qwest, same price!
	<input type="checkbox"/> \$55.95 business	12 months	comes on one invoice from Visionary
INTENSE DSL up to 15Mbps/1Mbps	<input type="checkbox"/> \$49.95 home	12 months	available in Casper, Gillette, Sheridan
	<input type="checkbox"/> \$69.95 business	12 months	Buffalo and Douglas available w/standalone
SHDSL 2Mbps/2Mbps (includes its own phone line; up to 2000k down and 2000k up, depending on distance)	<input type="checkbox"/> \$99.95 business	12 months	requires professional install
	<input type="checkbox"/>		bridge two locations in same town together, 2nd form attached
T1 line 1.5Mbps/1.5Mbps high upload, reliable service, where available	<input type="checkbox"/> \$ _____ per mo	24 months	requires professional install
	<input type="checkbox"/> \$ _____ install		requires T1 router

filters

_____ filters _____ wall mount

Please note here how many devices in your home you need to filter. This includes phones, caller ID boxes, alarms, satellite/cable set-top boxes, fax machines, etc.

3 modem purchase/installation options

- standalone feature at \$15/mo, includes phone line for DSL (no telephone line required)
- rent 1 port modem for \$6/mo (synchronous SHDSL modem \$0/mo, no purchase option)
- purchase 1 port ethernet/USB modem for \$79.95 rather than rent* (1 year warranty)
- purchase 4 port wi-fi modem for \$99.95 rather than rent* (1 year warranty)
- request professional installation at \$0/hour, 1 hour minimum, typical installation takes 1 hour

* \$9.99 shipping charge applies to routers shipped directly to customer. Prices in section 2 before taxes on the DSL loop.

4 ip information

dsl type dynamic st routed st bridged

circle one. static routed or static bridged only needed if you have your own firewall, server, or VPN device.

(if st routed or bridged, must pay for IP) **ips requested**

_____ 1 IP, \$5/mo _____ 4 IPs, \$15/mo _____ 8 IPs, \$25/mo _____ 16 IPs, \$50/mo

IP info (if st routed or bridged requested)

IP _____

Subnet _____

Gateway _____

5 premium business

I want to upgrade to a Premium Business account for \$19.95/mo

Premium Business accounts include:

- dedicated Business Representative
- direct access to Business Support
- email hosting on a custom domain
- proactive notifications (emails or text messages to your IT personnel)
- static IP address

provides personal assistance to business customers

reach a person every time

it contact

it contact _____ it direct# _____

it email _____ it cell# _____

6 customer payment

services are billed in advance. first invoice for monthly service is pro-rated if less than 20 days remain in billing period.

cash/check payment
paper statements can be requested at a cost of \$1 per month. **paper statement**

credit card authorization (processed on/about the 5th of each month)

card # _____ exp date _____

name on card _____

ACH authorization (processed on/about the 5th or the 20th of each month)

I authorize my bank to charge my checking/savings account monthly to pay for service with visionary, at the rate selected to the left or as communicated to visionary staff. this authorization is to remain in effect until visionary has received written notification from me of its termination and I have provided reasonable opportunity to act upon it. I understand I may stop any scheduled payment by written notification to visionary at least three business days before payment is to be made. I further understand that I have up to 60 days from the data of my bank statement to reverse any payment found to be incorrect or in question. A voided check is attached to process ACH.

7 customer acceptance

I agree to read and accept the terms of the Acceptable Use and Billing Information posted at <http://home.vcn.com> and the terms accompanying this form. I assume responsibility for familiarity with the contents of visionary policies and will review the home page for updates. I recognize that visionary maintains the right to modify and/or update these policies as needed. I may cancel up to three days after signing agreement. I agree not to share internet service with outside parties. I recognize that acceptance of this agreement does not obligate visionary to provide requested service, that all speeds reflected on this contract represent a target speed, and that my service will be up to that speed. I understand that some DSL technologies are nascent, and also understand that visionary may require upgrades to the DSL system outside normal maintenance windows. my signature below serves as a letter of agency for purposes of Qwest ordering. I authorize visionary to run a credit check at its expense. if I cancel my account after the 5th of the month, I forfeit the remainder of that month's fees. a \$200 buyout fee is applicable if service is disconnected or changed during term.

signature: _____ date: _____

effective 5/22/09

beyond extreme & INTENSE dsl

General Information; DSL (Digital Subscriber Line) is a technology that uses copper telephone wires to and within a home or business to provide high-speed Internet access. Currently available:

Asymmetrical DSL (ADSL) or Rate Adaptive DSL (RADSL)

- provides asynchronous speeds (disparate speed up/down)
- provisioned between 128k up/128k down and 1.1 Mbps up/7.0Mbps down
- can be provisioned as dynamic routed, static routed, or bridged
- extends up to 28,000 feet from telephone company (telco) CO
- delivery time 5-15 days

ITU G.991.2 DSL (g.SHDSL)

- provides synchronous speeds
- provisioned between 128k up/128k down and 2.3Mbps up/2.3Mbps down
- can be provisioned as routed or bridged
- extends up to 28,000 feet from the telco CO
- delivery time 5-15 days

Distance from the central telephone office is not the only limitation on DSL availability. There may be conditions that prevent DSL from functioning properly. In some cases, phone lines will not support DSL, mostly due to pair gain, UDC pair gain, or fiber.

Installation Detail: Standard installation includes programming the CPE, placing the CPE where the End User wants it located (within reasonable limits - the CPE is usually placed near a computer, hub, switch, or bridge), providing and installing the necessary cable (up to 100 feet) from the telco demarcation point (DMARC) to the CPE and testing to ensure communication to the DSLAM. The installer may be an employee of VCN, or an authorized installer for VCN. Installations are warranted for 30 days from date of install. Cabling or equipment issues arising after that time must be paid for separately from the install.

Special Costs: Wiring needs exceeding the standard installation (1 hour for ADSL and Standalone, 2 hours for SHDSL and AOS) will be separately charged to the End User, as will additional or special wire or other materials. Installation costs beyond those detailed are the responsibility of the End User, and must be arranged with an electrician, phone contractor, networking company or VCN. It is important to determine a location for the equipment and arrange for special wiring to be complete prior to DSL installation.

Line Conditioning: At times, the telco has equipment on the phone lines (load coils, bridge taps, etc.) that are incompatible with DSL. These can be removed at no cost to the End User, and can often be completed in a few days. Telco must complete line conditioning within 15 days, and will advise if a line cannot be conditioned.

Customer Premises Equipment (CPE): VCN shall supply CPE to End User subject to the terms of this Agreement; VCN retains ownership of the CPE provided for DSL service unless Agreement states customer has purchased CPE. If End User DSL loop is provided by Qwest, and CPE rental option is selected, CPE provided by Qwest remains property of Qwest. Once VCN has installed the End User Circuit, VCN will supply the necessary IP addresses and other information necessary to configure CPE for service.

End User CPE Replacement: The CPE supplied to End User will be replaced within one (1) day if provided by Visionary, and three (3) days if provided by Qwest. It is the responsibility of the End User to install replacement CPE or authorize a VCN installer to visit End User location to replace CPE at End User's expense.

Price and Payment: The monthly charges for DSL Services are listed on the service Agreement. VCN may modify, alter or amend the prices upon thirty (30) days written notice to End User beginning on the date that is thirty (30) days prior to the expiration of the Agreement Term. As directed by End User, VCN shall mail or transmit via email an invoice to End User the month prior to the month DSL Services are to be provided. End User shall make prompt and complete payment within thirty (30) calendar days after VCN's invoice date. Invoices not paid in a timely fashion may be subject to a late payment charge of the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law. Unless otherwise specified in writing by VCN, payments shall be made payable to "Visionary Communications" and mailed as directed on the invoice. Credit Card payments and ACH are also acceptable forms of payment. In the event of a dispute as to any invoiced amount, End User shall pay all undisputed amounts and provide VCN with a written request for billing adjustment together with all supporting documentation by the payment date or the End User's right to a billing adjustment shall be deemed waived. End user shall pay all applicable federal, state, and locally mandated or allowed surcharges, fees, and universal service and tax contributions related to DSL Services provided pursuant to this Agreement.

Support. VCN shall provide support to End Users for the DSL service provided. The responsibility of VCN support terminates at the LAN port of the CPE. End User is responsible for ensuring that necessary changes are made to End User's computers/network to enable the DSL service to operate.

Network Maintenance: VCN shall not be responsible for problems with the DSL Services caused by an End User's computer or network. VCN will use reasonable efforts to provide 24 hours' notification via electronic mail to End User regarding scheduled maintenance of the DSL network. VCN may interrupt Services for unscheduled emergency maintenance without notice to End User.

Service Performance: The DSL service provided to End User will operate as standard DSL. Speed of service is subject to a variety of factors, the greatest of which is overhead, which will reduce the speed of DSL service as a result of DSL technology. The speed of DSL service shall not be less than 80% of selected speed. The service provided will have a Service Level of 99% uptime. Should Service Level not be achieved, based on time of original support call to close of support ticket, and downtime in excess of the 1% will be pro-rated and credited back to the End User's account. The End User credit request must be within 30 days of the start of downtime for the credit to be reviewed.

Limited Performance Warranty: VCN warrants to End user, and only to End User, subject to the limitations set forth herein, that during the term of this Agreement, DSL Services shall perform as advertised. End User's sole and exclusive remedy for such interruption shall be service credits for the pro-rated amount of the period service is deemed by VCN to have not met the guidelines to left. The limited warranties and service credits shall not apply if (a) any CPE used in connection with DSL Services has been subjected to physical or electrical stress, misuse, neglect, accident or abuse, or damaged by any other external causes; (b) DSL Services or equipment have been installed, repaired, or altered by anyone other than VCN or VCN's subcontractors or affiliates, without VCN's express and prior written approval; (c) DSL Services or equipment are used in violation of applicable law.

Warranty Disclaimer: EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, ALL PRODUCTS AND SERVICES TO BE PROVIDED HEREUNDER ARE PROVIDED ON AN "AS-IS" BASIS. VCN DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER STATUTORY, EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEITHER QWEST NOR VCN WARRANTS THAT DSL SERVICES WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

Cancellation and Disconnect Policies: End User may cancel at any time following the service term outlined on the front of this form. Any cancellations received after the 5th of the month will result in charges being applied for the entire month. All payment obligations outstanding at the date of termination or expiration shall become immediately due and owing.

Termination for Cause: If either party commits a material breach of this Agreement, then the non-breaching party shall notify the breaching party in writing and describe the nature of the breach. If the breaching party fails to cure the breach within forty-five (45) days after receipt of the notice, then the non-breaching party may terminate this Agreement and DSL Services without further notice. After forty-five (45) days of nonpayment from any due date, VCN may terminate DSL Services and/or this Agreement.

Arbitration. In the event of a dispute as to any terms of this Agreement, and if the dispute cannot be resolved by the End User and VCN, then the parties agree to resolve such dispute by arbitration under the rules of the American Arbitration Association (AAA) and the Wyoming Rules of Evidence. Such arbitration shall be expedited and completed within ninety (90) days unless the parties agree to extend the deadline. One (1) arbitrator appointed by the parties, who has at least three (3) years' experience in the telecommunications industry, shall hear the dispute. If the dispute is related to fees, the sole issue for which discovery may be had, and that the arbitrator shall determine, is whether the fees in dispute were validly charged by VCN. The arbitrator shall have no authority to award any punitive or exemplary damages. The arbitrator shall provide the parties with a written decision setting forth findings of fact and conclusions of law.

Miscellaneous: VCN shall not be responsible for any failure to perform any obligation or to provide service hereunder because of any act of God, strikes, work stoppage, equipment or facilities shortages, governmental acts or directives, war, riot or civil commotion, natural disaster, or any other force beyond VCN's reasonable control. This Agreement, which includes all attachments referenced herein, constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. Any amendment or supplement to this agreement shall be in writing. If any provision of this agreement is 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 this agreement shall not in any way be affected or impaired thereby. If any legal action or other legal proceeding (including arbitration) relating to this agreement or the enforcement of any provision of this agreement is brought against any party hereto, the prevailing party, if one is so designated, shall be entitled to recover reasonable attorneys' fees, costs and disbursements in addition to any other prevailing party relief. Any dispute regarding the interpretation, application or enforcement of this agreement shall be governed by the internal laws of the State of Wyoming without giving effect to choice of law principles. All notices required or permitted to be delivered to either party shall be in writing and shall be sent to the addresses on the front page of this Agreement via: (i) registered or certified mail, return receipt requested, and will be deemed received five (5) calendar days after mailing; (ii) facsimile and will be deemed received upon acknowledgement of transmission; or (iii) electronic mail and will be deemed received upon acknowledgment of transmission. End User may not assign or transfer this Agreement to any third person without the prior written consent of VCN, which consent shall not be unreasonably withheld. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.