

VIRTUAL OFFICE DSL SERVICE AGREEMENT

This Agreement, entered into by and between Verizon Network Integration Corp. ("Verizon") and the Customer identified on the signature page of this Agreement ("Customer"), sets forth the terms and conditions under which Verizon agrees to provide Asymmetric Digital Subscriber Line ("DSL") service, Internet access, and other ancillary services (collectively the "Service") to Customer.

1. **Covered Services.** Verizon will provide Customer with the Service as identified in Attachments A and C. This Service will allow the Customer unlimited access to the Internet using ADSL technology. Single User service is defined as one (1) user at a time, supported by one (1) Internet Protocol (IP) session which may be dynamic or static. It consists of DSL transport service bundled with Verizon's Internet access service.
2. **Fees and Payment.** Service fees are set forth in Attachment A. Customer is responsible for any applicable taxes, tariffs, telecommunications surcharges or other governmental charges. Verizon reserves the right to change prices as of the beginning of any renewal Service Period by providing Customer with sixty (60) days prior written notice. Billing will begin upon activation of Service. Verizon will either (a) invoice Customer monthly in advance for the Service, and such invoices shall be paid within thirty (30) days of the invoice date or (b) Verizon will bill Customer's credit card for Service provided hereunder. Monthly recurring charges will be billed one month in advance of Service. **Verizon does not accept debit cards for payment of any Services.** Service may be denied or discontinued without notice at any time in the event Customer's credit card provider denies or discontinues providing credit to Customer for any reason, or the credit card expiration date given to Verizon is reached without having been updated. Verizon is not responsible for any additional charges or fees applied to Customer's account, for any reason, including but not limited to, interest, insufficient credit or insufficient funds. Portions of Customer's bill not paid by the due date, shall be subject to a late payment charge of one and one-half percent (1.5%) per month or the maximum amount allowed by law, and Verizon reserves the right to suspend Service in the event any payment is not received within sixty (60) days of the due date.

Verizon may assign unpaid delinquent charges to a collection agency for action. In the event Verizon resorts to legal action to recover monies due, Customer agrees to reimburse Verizon for all expenses incurred to recover such monies (including attorney's fees).

Customer authorizes Verizon to conduct a credit inquiry that Verizon may use to determine the credit worthiness of the Customer. Verizon reserves the right to modify the terms of the Quotation executed by the parties, require additional assurances, or reject such Quotation following credit inquiry if the parties can not mutually agree to new terms.

3. **Term and Termination.** The term of a Service Period is twelve (12) months ("Initial Service Period"). At the end of the Initial Service Period, the Service will automatically renew for additional one (1) year terms, unless explicitly terminated by Customer by providing Verizon sixty (60) days written notice prior to the expiration of the Initial Service Period or any renewal Service Period. Customer may terminate the Service at any time by providing sixty (60) days prior written notice. If Customer terminates during the Initial Service Period, Verizon shall invoice Customer, and Customer shall pay Verizon all charges for Services provided through the effective date of such termination plus a termination charge equal to \$200.00 per Service terminated. It is agreed that Verizon's damages if Service is terminated shall be difficult or impossible to ascertain, thus the provisions of this Section are intended to establish liquidated damages in the event of termination and are not intended as a penalty. Such termination shall not be deemed a default. Notwithstanding the foregoing, in the event of Customer termination due to an uncured material breach by Verizon, or due to a change of the Service that adversely impacts Customer's use of the Service, Customer will not be responsible for the early termination fee.

- 3.1 Either party may terminate this Agreement immediately by written notice in the event the other party (i) materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notice thereof, or if such breach cannot reasonably be cured during that time, uses its best efforts to cure such breach as soon as practicable but in any event within ninety (90) days; (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties; or (iii) becomes insolvent, becomes

involved in any liquidation or termination of its business, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event this Agreement is terminated pursuant to this Section 3.1, Customer shall promptly pay Verizon for the Service provided up to the date of termination.

3.2 Verizon reserves the right to terminate this Agreement upon thirty (30) days prior written notice for its convenience. Verizon also reserves the right to suspend Service immediately if Customer is more than sixty (60) days overdue in payments. Verizon may also suspend or terminate the Service to Customer as provided in other sections of this Agreement or immediately, in Verizon's sole discretion, if required by regulation, statute, judicial action or other applicable legal requirement.

3.3 Survival of Obligations. All obligations of the parties incurred prior to the effective date of termination of this Agreement shall survive such termination.

4. Third Party Access. Subject to the terms and conditions of this Agreement, Customer has the non-exclusive right to authorize access to the Service to Customer's employees and/or to any third party for its internal business purposes.

5. Responsibilities of Customer and Use of Service. Customer acknowledges and agrees that: (i) Customer will be responsible for the manner in which Customer uses the Service, including establishing the policies and procedures Customer uses to protect the security of Customer's data, computer network and other facilities; (ii) neither Verizon nor its Service Supplier is responsible for content of transmissions which may pass through the Internet or via the Service; (iii) that it will not use the Service in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network; (iv) Verizon reserves the right to prohibit incidences of unacceptable use of e-mail and other unacceptable use of the Service; and (v) Verizon has no control over or liability for the actions of governmental entities that may restrict or block the Service. Customer and its end users will comply with the Verizon Acceptable Use Policy ("AUP"), which is set forth in Attachment B. Verizon may amend this AUP from time to time by posting such amendments to the AUP on Verizon's web site (www.biz.bellatlantic.net). Customer and its end users will periodically review Verizon's web site to keep abreast of any changes to the AUP. Verizon reserves the right to modify the AUP from time to time without direct notice to Customer or its end users and those changes will become effective within thirty (30) days of posting. The use of the Service by Customer or its end users after any change to the AUP will constitute acceptance of such change. If Customer or its end users violate the AUP, Verizon may immediately suspend the Service without prior notice. Verizon shall be under no obligation to monitor the compliance of Customer or its end users with the AUP.

Customer will place orders with Verizon via telephone, email or an automated process. Verizon will loop qualify each location prior to placing an order for the Service. Customer understands that the Service is only available to customers of the Verizon telephone companies' local telephone service served by copper loops. The Service is not currently available to locations served by remote terminals, to most locations that are more than sixteen thousand two hundred (16,200) cable feet from a serving wire center, over facilities that contain bridge taps, load coils or other items that create interference or degrade digital signals. Services are only available in the United States. The Service is not available in all areas and in areas where the Service is available, not all speeds may be available.

6. 911 Service. Customer and its end users acknowledge and agree that the Service does not include 911 or other emergency and ancillary services conventionally available from local telephone companies.

7. IP Addresses and Domain Name Fees. If applicable, upon expiration, cancellation or termination of this Agreement or the Service, Customer shall relinquish any IP addresses or address blocks assigned to Customer by Verizon or its Service Supplier. If Verizon or its Service Supplier deems it necessary for technical reasons, Customer may be required to renumber the IP addresses assigned to Customer by Verizon.

8. Compliance with Laws. Customer agrees to comply with any applicable federal, state or local laws or regulations and any export law, including, but not limited to U.S. Export laws and regulations concerning the transmission of technical data and other regulated materials via the Service. Verizon and its Service Supplier

reserve the right to suspend or terminate the Service (or any portion thereof) without notice in the event that Customer's or its end user's use of the Service is in violation of this Section or Section 5.

9. Dispute Resolution. Each party shall submit in writing to the other all disputes and claims arising under this Agreement. Within five (5) days of receipt of such notice, the parties will make reasonable efforts to meet to resolve such claims. If such resolution cannot be achieved within said five (5) day period, the dispute will be escalated to a four (4) member panel composed of two (2) principals from each of the parties. At least one principal from each party shall be of senior management level and shall have the authority to enter into an agreement resolving the dispute, claim or difference, subject to the approval of the party's board of directors, if necessary. The principals shall meet no more than two days in an effort to negotiate a settlement of the dispute or claim, unless there is unanimous agreement regarding an extension of the negotiating period. In the event the principals are unable to reach a resolution satisfactory to the senior level members of the negotiation panels, then the claim shall be resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each party shall pay its own costs and fees. The arbitration shall be held in a mutually agreed upon location. A court of competent jurisdiction may enter a judgment on any award. The parties expressly affirm that, in electing arbitration as the means of resolving disputes covered herein, they have waived the right to trial by jury with respect to those disputes. A party that resorts to litigation in derogation of the arbitration agreement shall be liable to the other party for court costs and attorneys' fees to obtain a stay of the litigation, its dismissal, or an order compelling arbitration.

10. Warranty and Limitation of Liability. CUSTOMER AGREES THAT THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. VERIZON AND ITS SERVICE SUPPLIER DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER VERIZON, NOR ITS SUPPLIERS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO CUSTOMER'S OR END USER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR END USER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OF A THIRD PARTY, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF VERIZON OR ITS SERVICE SUPPLIER'S NEGLIGENCE.

11. Disclaimer of Consequential Damages. IN NO EVENT WILL VERIZON OR ITS SERVICE SUPPLIER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE SERVICES OR PRODUCTS PROVIDED HEREUNDER, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Limitation of Damages. THE ENTIRE LIABILITY OF VERIZON, AND THE CUSTOMER'S EXCLUSIVE REMEDY, UNDER THIS AGREEMENT, FOR ANY CLAIM, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY), OR IN TORT (INCLUDING VERIZON'S NEGLIGENCE), SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO VERIZON FOR THOSE SERVICES UPON WHICH THE LIABILITY IS BASED. THIS LIMITATION IS IN ADDITION TO, AND NOT IN PLACE OF, OTHER LIMITATIONS.

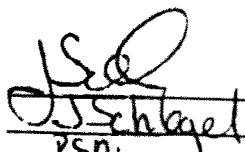
13. Indemnification. Verizon shall defend, indemnify and hold harmless Customer, its employees, officers, directors agents and affiliates for damages, costs and attorneys fees incurred from any claim that the Service infringes any U.S. patent, copyright, trademark, trade secret or other intellectual property right. Customer shall defend, indemnify and hold harmless Verizon, its employees, officers, directors, agents and affiliates for damages, costs and attorneys fees Verizon incurs from any claim arising from Customer's use of the Service, Customer's combination of the Service with other products or services not provided by Verizon, or Customer's modification of the Service. The indemnifying party shall conduct the defense and shall have control of the litigation. The other non-indemnifying party shall give prompt notice of claims and shall cooperate in defense against such claim.

14. **General.** (i) Neither party may, without the prior written consent of the other party, assign or transfer this Agreement or any obligation incurred hereunder, except that Verizon upon written notice to Customer may assign this Agreement to any affiliated entity, or to a successor entity upon the merger, reorganization, consolidation, or sale of all or substantially all of Verizon's assets. Any attempt to assign this Agreement in contravention of this Section shall be void and of no force and effect; (ii) Verizon will not be liable for delays, damages or failures in performance due to causes beyond Verizon's reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes, terrorist attacks, or other labor-related disputes, or an inability to obtain necessary equipment or services ("Force Majeure"); (iii) If any of the terms or conditions in this Agreement are properly found to be invalid or unenforceable by a government body, the remaining terms or conditions of this Agreement shall not be affected by the finding and shall continue to apply; (iv) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law rules; (v) Customer shall treat this Agreement as confidential and shall not disclose this Agreement or any of its terms to any third party without Verizon's prior written consent; (vi) Customer shall not use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with Verizon, Verizon or their affiliates, or from which any association with Verizon, Verizon or their affiliates may be inferred or implied, in any manner, including but not limited to advertising, sales promotions, press releases or otherwise, without the prior written permission of Verizon; (vii) Verizon may use Customer's name in listings of its customers; (viii) If Customer issues a purchase order, voucher or other similar document it shall be for Customer's internal purposes and, therefore, even if it is acknowledged by Verizon, the terms and conditions of such purchase order or similar document will have no force and effect on this Agreement or the Services provided hereunder; (ix) Notices shall be sent by first class mail, postage prepaid, hand delivered, or via overnight mail to the parties at the addresses specified below. Notices to Verizon will be sent to the attention of the General Counsel; (x) This Agreement is the entire agreement between Customer and Verizon on the subject matter hereof, and it supersedes all prior representations, understandings or agreements, without limitation, any marketing or promotional material that may be supplied by Verizon; (xi) Verizon will provide to Customer only those Services explicitly provided for in this Agreement; (xii) In the event of a conflict between this Agreement and the Attachments, this Agreement shall prevail. This Agreement may not be changed or waived except as permitted by this Agreement or by a written document that is signed by both parties; and (xiii) Either party's failure at any time to enforce any of the provisions of this Agreement or any right or remedy available to it under this Agreement or at law or in equity, or to exercise any option provided in this Agreement shall in no way be construed to be a waiver of such provisions, rights, remedies or options or in any way to affect the validity of this Agreement. The exercise by either party of any rights, remedies or options provided under this Agreement or at law or in equity shall not preclude or prejudice such party from exercising thereafter the same or any other rights, remedies or options. Customer hereby represents and warrants that the individual executing this Agreement on behalf of Customer is an officer or senior executive of Customer with authority to enter into this Agreement.

Verizon Network Integration Corp.
52 E. Swedesford Road
Frazer, PA 19355

Customer

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


J. Schigel
ESP
5/7/02

CAM Name: _____
CAM Contact #: _____
CAM Email: _____
ABSS Name: _____
ABSS Email: _____

Name: City of Redlands
Address: P. O. Box 3005, Redlands CA 92373

By: 
Print Name: Karl N. Haws
Title: Mayor
Date: May 7, 2002

Attest: 
Lorrie Poyzer, City Clerk

I. DSL Fees
A. Dynamic IP

Speed *	Monthly Recurring Charge	Activation Fee (One Time Charge)
768/128 – Basic	\$39.95	\$200.00
768/128 – Enhanced	\$49.95	\$60.00
1.5/128	\$59.95	\$60.00
1.5/384	\$79.95	\$60.00
384/384	\$69.95	\$60.00
768/768 **	\$139.95	\$60.00

*All speeds include 4 Email accounts, with the exception of 768/128-Basic, which includes 1 Email account.

** 768K/768K Dynamic IP is only available in the following States: Maine, Vermont, New Hampshire, Rhode Island, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, West Virginia and District of Columbia.

B. Static IP

Speed *	Monthly Recurring Charge	Activation Fee (One Time Charge)
768/128	\$69.95	\$60.00
1.5/128	\$89.95	\$60.00
384/384	\$119.95	\$60.00
1.5/384	\$139.95	\$60.00
768/768	\$169.95	\$60.00

*All speeds include 6 domain name Email accounts and optional DNS/DNR

Additional IP Addresses	Fee
5 IP Addresses	\$20 per month
13 IP Addresses	\$50 per month
29 IP Addresses	\$80 per month

C. Additional One Time Service Charges:

Service Type	Service Upgrade	Service Downgrade
Dynamic IP	No Charge	\$35.00 (\$150 for Basic)
Static IP	No Charge	\$75.00

II. Customer Premise Equipment (CPE)

Customer will be provided one of the following modems.

Equipment	Description	Price
Westell Wirespeed	Internet Access modem/requires SW to be loaded on PC	\$199.00
Efficient 4060		\$199.00
Fujitsu		\$199.00

Attachment B
Acceptable Use Policy

1. This Attachment B, "Acceptable Use Policy" sets forth the Verizon policy on the acceptable use by Customer ("you" or "your") of the Service. It is designed to help protect the Service, Verizon's customers and the Internet community, from irresponsible or illegal activities.
2. You may not use the Service as follows: (a) for any unlawful, improper or criminal purpose or activity; (b) to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred or racism; or which might be legally actionable for any reason; (c) to attempt to access the accounts of others, or attempting to penetrate security measures of Verizon or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (d) to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming" or "flaming"; (e) to transmit unsolicited voluminous emails (for example, spamming) and to intercept, interfere with or redirect email intended for third parties using the Service; (f) to introduce viruses, worms, harmful code and/or trojan horses on the Internet; (g) to post information on newsgroups which is not in the topic area of the newsgroup; (h) to interfere with another person's usage or enjoyment of the Internet or this Service; (i) to post or transmit information or communications that are defamatory, fraudulent, obscene or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters; (j) to damage the name or reputation of Verizon, its parent, affiliates and subsidiaries, or any third parties; (k) to transmit confidential or proprietary information, except solely at your own risk; (l) to violate Verizon's or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights; (m) to attempt to subvert, or to aid third parties to subvert, the security of any computer facility; (n) to generate excessive amounts (as determined by Verizon in its sole discretion) of Internet traffic, or to disrupt net user groups or email use by others; (o) to engage in activities designed to or having the effect of degrading or denying Service to Verizon users or others (including activities that compromise a server, router, circuit or software; (p) to use any name or mark of Verizon, its parent, affiliates or subsidiaries, as a hypertext link to any Web site or in any advertising publicity or other commercial manner; (q) to use your Verizon account for the purpose of operating a server of any type; (r) using the Service or the Internet in a manner intended to threaten, harass, intimidate, or in a manner that tends to damage the name or reputation of Verizon, its parent, affiliates or subsidiaries; (s) causing the screen to "scroll" faster than other subscribers or users are able to type to it, or any action that has a similar disruptive effect, on or through the Service; (t) using the Service to disrupt the normal flow of online dialogue, (u) using the Service to violate any operating rule, policy or guideline of any other online services provider or interactive service; (v) attempting to subvert or to aid third parties to subvert, the security of any computer facility or system connected to the Internet; (w) impersonating any person or using a false name while using the Service; (x) damaging the name or reputation of Verizon, its parent, affiliates or subsidiaries; (y) installing "auto-responders," "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or email use by others; (z) making false or unverified complaints against any Verizon subscriber, or otherwise abuse any of Verizon complaint response procedures; (aa) exporting software or any information in violation of US export laws; or (bb) using the Service in contravention of the limitations of the pricing plan you have chosen.
3. You shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation of technical or personal data. You represent that you are not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) to any order issued by any agency of the US Government limiting, barring, revoking or denying, in whole or in part your US export privileges. You agree to notify Verizon if you become subject to any such order.
4. You shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the Service. You agree to obtain all required permissions if you use the Service to receive, upload, download, display, distribute, or execute software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws. You agree to cooperate with Verizon and provide requested information in connection with all security and use matters.

5. Verizon reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong.
6. Verizon reserves the right, but shall be under no obligation, to monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement.
7. Verizon respects the intellectual property rights of third parties, including those granted under the US copyright laws, and the interests of its subscribers and content providers on the Internet. Customer may not store material on, or disseminate material over, Verizon's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including rights granted under the US copyright laws. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of Verizon to terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers. Appropriate circumstances may exist where (i) a subscriber or account holder has been found by a court of competent jurisdiction to have infringed the copyrights of a third party on two or more occasions, i.e., a repeat infringer, (ii) where a valid, effective and uncontested notice has been provided to Verizon alleging facts which are a violation by the subscriber or account holder of Verizon Communications' Copyright Policy prohibiting infringing activity involving Verizon systems or servers, or (iii) in other cases of repeated flagrant abuse of access to the Internet (e.g., willful commercial piracy or malicious attempts to destroy the value of copyrighted works). In addition, Verizon expressly reserves the right to terminate or suspend the service of any subscriber or account holder if Verizon, in its sole judgment, believes that circumstances relating to the infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Verizon may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on Verizon's Service in a manner that is not authorized by the copyright owner, its agent or the law, please follow the instructions for contacting Verizon's designated Copyright Agent as set forth in Verizon Communications' Copyright Policy located at <http://www.verizon.com/copv.html>.

1. Virtual Office DSL Internet Access Service

A. Dynamic:

- 1) 768/128: provides maximum speeds of 768 kilobits per second (Kbps) downstream and 128 Kbps upstream*.
 - 2) 1.5/128 provides maximum speeds of 1.5 megabits per second (Mbps) downstream and 128 Kbps upstream.
 - 3) 1.5/384: provides maximum speeds of 1.5 Mbps downstream and 384 Kbps upstream.
 - 4) 384/384: provides maximum speeds of 384 Kbps upstream and downstream.
- *Can be basic or enhanced

The above ADSL Services include four (4) Email accounts with 10mg of storage with the exception of the 768/128 Basic package which includes one (1) Email account.

B. Static:

- 1) 768/128: provides maximum speeds of 768 Kbps downstream and 128 Kbps upstream.
- 2) 1.5/128 provides maximum speeds of 1.5 Mbps downstream and 128 Kbps upstream.
- 3) 1.5/384: provides maximum speeds of 1.5 Mbps downstream and 384 Kbps upstream.
- 4) 384/384: provides maximum speeds of 384 Kbps upstream and downstream.
- 5) 768/768: provides maximum speeds of 768 Kbps upstream and downstream

The above ADSL Services include six (6) Email accounts with 10 mg of storage and one (1) optional DNS/DNR.

This Service is a Single User service. Single User is defined as one end user at a time using Verizon's ADSL network to access the Public Internet, via one computational device such as a PC, Laptop, or MAC with a single assigned TCP/IP address from Verizon. The computational device supports a single interface to a DSL modem via a PCI Bus interface, USB port, or Ethernet interface conducting a single IP session. This Service has unlimited Internet Access, which can be an enabling service to help provide the Customer a connection to their business (Corporate) assets (Remote LAN) or to the Public Internet. This Service does not include web hosting, streaming video or audio server functions. Verizon reserves the right to invoke IP Session control to ensure Single User integrity with the Dynamic Service.

The data speeds listed above are maximum speeds. Actual speeds will be lower due to the impact of loop distance, modem technology and other factors. Therefore, these data speeds are not guaranteed.

2. Customer Premises Equipment (CPE)

Customer will be provided a DSL Self Install Kit.

DSL Self Install Modem Package Contents:

- 1 Fujitsu Modem, or Efficient 4060 USB Modem, or Westell Wirespeed Modem
- 1 Modem to DSL line cable
- 1 Power Supply
- 1 Modem Manufacturer's Guide with CD-ROM
- 4 Microfilters – (desk model)
- 1 Microfilters – (wall model)
- 1 RJ45 External Cross Over Cable
- 1 RJ11 Standard Telephone Cord
- 2 Outlet Modular Adapter
- 1 Installation Documentation

2.2 Minimum PC hardware/software requirements are as follows:

- 166 MHz Pentium- class processor or better
- Microsoft Windows 95, 98, or 2000 Operating System
- CD ROM Drive
- 4 MB free space (8 MB preferred)
- 16 MB memory (32 MB preferred)
- Windows OS installation disks
- Configured to support IP traffic
- Ethernet NIC (if not using USB port)

2.3 Ordering, Shipping, Warranty and Return Policies.

2.3.1 Ordering

Customer will provide order information to Verizon on a Virtual Office DSL Order Form.

2.3.2 Shipping

Title and risk of loss shall pass to Customer on the date the CPE is shipped from Verizon. Delivery occurs approximately 4-5 days from the time the order is placed.

2.3.3 Warranty

The Efficient modem, the Westell modem and the Fujitsu modem equipment manufacturers' warranties are effective for one (1) year from the date of purchase. If the equipment fails after the warranty period, the Customer should contact the hardware manufacturer directly.

2.3.4 Out-of-box Defects/ Dead on Arrivals (DOA's).

If there is an out-of-box defect, defined as all or part of the affected CPE that fails to perform according to manufacturer's specifications, within five (5) business days from installation, Verizon will replace the CPE subject to the following: Customer must request a return material authorization (RMA) from Verizon within ten (10) business days of installation of the CPE. If Customer fails to return the defective CPE within ten (10) days from receipt of the replacement CPE, Verizon will bill Customer for both the defective CPE and the replacement CPE. Verizon reserves the right to test or have tested any CPE returned as out-of-box defect to determine whether or not the CPE performs to manufacturer specifications. If Verizon determines that more than ten percent (10%) of the CPE returned in any given month perform to manufacturer specifications, Customer shall reimburse Verizon for all shipping costs associated with the returned CPE and a handling fee of \$10.00 per CPE. For all other warranty issues Customer shall contact the manufacturer directly. EXCEPT AS SET FORTH ABOVE, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

2.3.5 Return Process.

If Customer determines that there is an out of box defect or failure on the CPE, and the CPE is under manufacturer's warranty as set forth above, Customer may contact Verizon's Customer Care Help Desk on 800-475-7840. The Customer Care Help Desk personnel will coordinate a Return Material Authorization (RMA). Verizon will ship new CPE (not a complete package, including filters, etc.) to the Customer. A return mailing label will be enclosed with the replacement CPE, which will enable Customer to return the CPE at no charge. If Verizon does not receive the defective CPE within ten (10) business days of the Customer's RMA request, then the Customer shall be charged for the replacement CPE.