



Panora Communications Cooperative Powerhouse Wireless Internet Customer Service Application

Customer Information

Name (1) _____
Name (2) _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____

For Office Use Only

___ Bagley ___ Linden
___ Jamaica ___ Yale

Internet Security Services

___ SecureIT Plus
 ___ One (1) computer - \$9.95/mo,
 ___ Add'l computers - \$6.95/mo/computer

Internet Service

___ Powerhouse Wireless Internet 512/384 kbps service: \$49.95
 ___ \$ 99.95 Standard Installation
 ___ \$199.95 Advanced Installation

___ I have read the **Installation Terms** outlined below.
Initial _____

Computer OS

___ PC (Win 2000, XP, Vista)
___ Apple (Mac OS X)
___ Linux
___ Other: _____

Email Accounts

Preferred username (15 characters maximum): _____ Mother's Maiden Name: _____

Four (4) additional e-mail accounts at no charge

1 additional e-mail address username: _____	Real name: _____
2 additional e-mail address username: _____	Real name: _____
3 additional e-mail address username: _____	Real name: _____
4 additional e-mail address username: _____	Real name: _____

Authorized Signature: _____ Date: _____

I am interested in these data services.

___ Computer Network (LAN) Setup
___ Website Design and Programming

Networking Hardware

___ Linksys WRT54GL Wireless Router (\$69.95)
___ Netgear Wireless USB Adapter (\$53.95)

Installation Terms

Standard installation includes installation of wireless equipment and connection to one computer. Installations that require extraordinary time or resources will be billed an advanced installation charge in lieu of the standard installation. In the event of added installation charges, customers will be informed of the costs upfront. Customers requiring connection of two or more computers will be charged \$45/hour plus hardware costs. Monthly service fee includes use of Panora Telco equipment. Ownership is retained by Panora Telco. While the equipment is in the customer's possession, customer will be responsible for insuring the equipment against all risk of physical damage for no less than its value (\$695.00), naming Panora Telco as sole loss payee.

Customer Signature: _____ Date: _____

Contract for Powerhouse Wireless Internet Services

THIS CONTRACT is made and entered into on this _____ day of _____, 20____, by and between Panora Communications Cooperative of Panora, Guthrie County, Iowa (hereinafter referred to as "Provider") and "Customer" hereinafter identified.

Witnesseth

1. Provider hereby agrees to provide Powerhouse Wireless Internet Access Service (hereinafter "Service") to Customer upon the terms and provisions hereinafter provided.
2. Customer agrees to pay a onetime installation fee (____ \$99.95 or ____ \$199.95) collected on the signing of this contract. Monthly service fees include use of Panora Communications Cooperative equipment. Ownership is retained by Panora Communications Cooperative. If service is cancelled, customer agrees to return equipment in proper working order within 10 (ten) business days or pay an equipment charge of \$695.00.
3. The hardware furnished hereunder is warranted to be free from defects in material and workmanship for a period of 12 months from date of installation. Provider will, at Provider's expense and option, either repair or replace the defective equipment hardware provided that Customer has notified Provider and upon inspection, Provider has found such hardware to be defective and covered by this limited warranty. The Customer's sole and exclusive remedy hereunder will be limited to repair or replacement. If Customer requires warranty service other than during Provider's normal business hours, such service will be provided on a best effort basis, at Provider's then current hourly rates and terms for service outside normal business hours.

Provider will not honor this limited warranty where hardware has been subjected to physical abuse or used with defective or incompatible equipment, or where damage occurs due to acts of God, including but not limited to lightning or other forms of power fluctuations.

The limited warranty set forth here is in lieu of all other warranties, express or implied including without limitation any warranties of merchantability or fitness for a particular purpose. In no event shall provider be liable for any direct, indirect, incidental or consequential damages resulting from any defect in the hardware even if Provider has been advised of the possibility of such damages.

4. In the event of default of payment of amounts due by Customer to Provider, Provider may terminate service at any time thereafter.
5. Should Customer fail or refuse to carry out the terms of this Contract, or to make payments specified herein, this Contract may be terminated by Provider and Provider may initiate legal proceeding to enforce this Contract, including collection of amounts owed. Customer shall pay any and all legal fees and costs, including reasonable attorney's fees, incurred by Provider in the enforcement of this Contract. Interest on unpaid amounts shall accrue from the date owed at the legal rate as provided by Iowa law. Customer waives any requirement for Notice and Demand of unpaid amounts owed.
6. This Contract shall be governed by the laws of the State of Iowa and any action to enforce this Contract shall be commenced and conducted in Guthrie County, Iowa. Customer hereby consents to the jurisdiction of the Guthrie County, Iowa, Circuit Court.
7. Customer agrees to comply with the terms governing use of the Provider network, as they may change from time to time. Any changes to the terms governing use of the Provider network will be posted as warranted on the Provider (www.panoratelco.com) and netINS (www.netins.net) websites.
8. By accessing and using the Provider computer systems, Customer is consenting to system monitoring for law enforcement and other purposes. Unauthorized use of, or access to, this computer system may subject users to criminal prosecution and penalties. Customer agrees to indemnify Panora Provider against liability for any and all use of user's account.
9. This agreement shall be governed by and construed in accordance with the laws of the state of Iowa applicable to contracts to be performed entirely within the state.

ACCEPTED:

CUSTOMER (S): _____

Address: _____

Date: _____