

# Aquila DSL Order Form

To order Aquila DSL service, please complete this form and fax all 4 pages to 630.820.8813.  
Please call your Account Executive with any questions at 1-630-820-0480.



## 1.) Service Information (Required)

Type of service Requested:

Business DSL Service  Home DSL Service  Hosting Services

Service address as it appears on your phone bill:

Company \_\_\_\_\_

Address \_\_\_\_\_

Suite/Floor # \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone (onsite) \_\_\_\_\_

Check if proof of insurance is required to enter premises

### Type of Location – Business

- Commercial high-rise, multi-tenant
- Commercial high-rise, single-tenant
- Commercial building, multi-tenant
- Commercial building, single-tenant

### Type of Location - Home

- Residence, multi-tenant
- Residence, single-tenant

## 2.) Technical Contact (Required)

Name \_\_\_\_\_

Phone (primary) \_\_\_\_\_

Phone (Sec) \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

## 3.) Billing Information (Required)

Company \_\_\_\_\_

Attention \_\_\_\_\_

Address \_\_\_\_\_

Suite/ Floor \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Purchase Order \_\_\_\_\_

*If your company requires a purchase order number, one must be included with this form.*

## 4.) Business SDSL Service (Business Only)\*

Port Speed	Mini Office	Small Office	Corporate
<input type="checkbox"/> 128K	-	\$149/mo	\$249/mo
<input type="checkbox"/> 256K	-	\$199/mo	\$299/mo
<input type="checkbox"/> 384K	-	\$249/mo	\$349/mo
<input type="checkbox"/> 512K	-	\$299/mo	\$399/mo
<input type="checkbox"/> 768K	-	\$349/mo	\$449/mo
<input type="checkbox"/> 1100K	-	\$399/mo	\$499/mo
<input type="checkbox"/> 1500K	-	\$499/mo	\$599/mo

\* All speeds are symmetrical. The symmetrical speed delivered will be based on availability. If the only speed available to your facility is 144K and your line must be downgraded as a result, installation may be delayed up to several weeks.

### Business Installation

DSL Installation cost is \$320 and DSL Equipment cost is \$375 (customer responsible for applicable sales tax on equipment).

### Internet IP Address Request

- Small Office (up to 29 nodes/workstations)
- Corporate (30+ nodes, up to 256 IP Addresses)

\_\_\_\_\_ Total # of IP Addresses Requested

Please Note: IP addresses will be provided based upon need up to 32 IP addresses. Requests for more than 32 IP addresses require a justification letter with certified number of computers.

## 5.) Home ADSL Service (Residential Only)

Port Speed (K)	Home DSL Account
<input type="checkbox"/> 784/384 or 608/128 *	\$99/mo
<input type="checkbox"/> 1500/384	\$149/mo

\*If speed is unavailable, customer will receive 144, 208, 384 or 608 at the same or reduced price, depending upon available speed.

### Home / Home Office Installation (ADSL)

Installation cost is \$375\* and includes the following: 10 Mbps Bridge Equipment (Customer responsible for applicable sales tax on equipment). All home and Home Office accounts include 5 MB personal Web Space (i.e.: <http://www.aquila.net/username>). Custom domain support for home office.

- Home (1 POP email box and 1 dynamic IP address. Additional POP email boxes are \$2 setup and \$2/mo up to 5 POP accounts).

†† Home accounts are billed \$100 for installation after applicable rebates

# Service Information A

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## 6.) Service Details (Required)

### Contract Term and Discount

All DSL Contracts are One Year Term

### Inside Wiring

Inside wiring is **free\***.

- Most customers will require inside wiring. Please check this box if you do NOT require inside wiring.

\* Inside wiring is free for the first 15 minutes.  
Additional wiring fees are billed at \$100/hr.

## 7.) Equipment (Required)

### Router Equipment (DSL Access Device) Upgrade

All devices are 10 Mbps Ethernet devices. Fast Ethernet networks will require an auto sensing hub or switch. All router devices support an unlimited number of network devices. The router includes Network Address Translation, DHCP, and firewall features.

- Bridge (Home Accounts)  
 Router (Business Accounts) \*\*

If equipment is not selected, a bridge will be provided.  
\*\* Not applicable to home accounts

### Router Options

Please check the router option(s) you require:

- Network Address Translation (NAT)**  
NAT operates as a basic firewall by giving your workstations full Internet access but prohibits access to them from the Internet. NAT should not be used if you want to access your workstations remotely from the Internet.
- DHCP Server**  
DHCP is used to dynamically assign IP addresses to your workstations. DHCP eliminates the administration of static IP addresses.

## 8.) Domain Name Requested (Business Only)

### Domain Type

- New Registration \***  
Domain Name Requested : \_\_\_\_\_
- Transfer \*\***
- External DNS** (hosting not requested)

\* \$100 domain name registration fee applies for each domain name, for first two years; \$35/year fee applies thereafter.

Credit card # required : \_\_\_\_\_ Exp \_\_\_/\_\_\_

\*\* Your current zone file settings will be preserved until your DSL line is up and running. If you prefer to have other arrangements, please note them in the Service Notes.

## 9.) Email Services Type (Required)

**Email Type** - Please check appropriate box below.

- SMTP Service (Business Only, if you're running your own mail server, otherwise check POP Email Service below)
- POP Email Service (Home or Business)
- None

**For POP Email Service Only** - Please check appropriate box below.

### Business POP Email Service

Your business account includes 5 free POP email boxes. Additional 5 POP email boxes are \$25/month for Business. (Set-up fee of \$25 will be waived if ordered now). POP email boxes will be setup as username@yourdomain.com

- Please check here if you are not interested in registering a domain but are interested in email. Your email address will be username@companyID.aquila.net. The companyID is one word and can be up to 16 characters. Only applicable to Mini Office, Small Office, Corporate, HomeOffice, and HomeOffice Pro.

Choice for companyID: \_\_\_\_\_

### Home POP Email Service

Your Home DSL account includes 1 free POP email box. Additional POP email boxes are \$2 setup + \$2/month for Home. POP email boxes will be setup as Username@.aquila.net (no common names available.)

**Email Account(s)** -Please specify your POP mail information below:

Username must not exceed 14 characters. Passwords must be 6-8 characters, and can contain digits, or capital letters. Specify your POP mail information below: **(PLEASE PRINT)**

- 1.) Username \_\_\_\_\_  
Password \_\_\_\_\_
- 2.) Username \_\_\_\_\_  
Password \_\_\_\_\_
- 3.) Username \_\_\_\_\_  
Password \_\_\_\_\_
- 4.) Username \_\_\_\_\_  
Password \_\_\_\_\_
- 5.) Username \_\_\_\_\_  
Password \_\_\_\_\_
- 6.) Username \_\_\_\_\_  
Password \_\_\_\_\_
- 7.) Username \_\_\_\_\_  
Password \_\_\_\_\_
- 8.) Username \_\_\_\_\_  
Password \_\_\_\_\_
- 9.) Username \_\_\_\_\_  
Password \_\_\_\_\_
- 10.) Username \_\_\_\_\_  
Password \_\_\_\_\_

# Service Information B

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## 10.) Business Web Hosting (Optional)

- Home / Personal Web Hosting (Included with Home DSL)**
  - 5 Mb disk space
  - 20 Mb monthly data transfer
  - Price: \$0/mo, \$0 Setup Charge
- Mini Office Web Hosting (for Mini Office DSL options only)**
  - 20 Mb disk space
  - 50 Mb monthly data transfer
  - Full CGI, ASP, VB Script Capability
  - Detailed site-traffic analysis
  - Custom Domain Name Support
  - Price: \$35/mo, \$0 Setup Charge
- Business Web Hosting**
  - 60 Mb disk space
  - 2,000 Mb monthly data transfer
  - Full CGI, Perl, ASP, VB Script Capability
  - Detailed site-traffic analysis
  - Custom Domain Name Support
  - Price: \$45/mo, \$50 Setup Charge
- Additional Web Hosting Option**
  - Additional 100 Mb disk space
  - Additional 1,000 MB monthly data transfer
  - FTP Server (i.e. ftp.yourdomain.com)
  - Virtual Secure Server\*
  - Price: \$45/mo, \$20 Setup Charge

Note: \$50 set-up fee applies for each additional web domain.  
All hosting options include optional FrontPage extensions support.  
\*Secure server option will require a fully registered certificate supplied by customer.

## 11.) Operating System Information (Required)

### Operating System(s) (Required - check all that apply)

- Windows 98 / ME
- Windows 2000
- Windows NT 4.x
- Windows 95
- MAC OS 8 or higher
- Other: Please Specify \_\_\_\_\_

## 12.) Operating System Information (Required)

Number of computers on LAN \_\_\_\_\_

## 13.) Service Notes (Optional)

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## 14.) Payment Information (Required)

Setup fees, equipment charges, and service fees for the first month are required before installation is scheduled.

### Payment Option

- Please bill by invoice only
- Please charge the initial fees, then bill by invoice.
- Please charge all account fees.

\* If your company requires purchase orders, one must be included with this order form.

### **Credit Card Authorization**

I authorize Aquila Internet Services to charge the Internet service fees to my credit card account listed below.

### Credit Card

- MasterCard
- VISA
- Discover Card
- American Express

Issuing Bank \_\_\_\_\_

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Name on Card \_\_\_\_\_

Your Billing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_

## 15.) For Internal Use Only

AE Initials \_\_\_\_\_

SM Initials \_\_\_\_\_

Rep \_\_\_\_\_

CO \_\_\_\_\_

Telco \_\_\_\_\_

# Terms and Conditions

To order Aquila DSL service, please complete this form and fax all 4 pages to 630.820.8813.  
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**General Terms and Definitions.** Any individual or entity receiving any product or service from Aquila Internet Services ("Aquila") shall hereafter be referred to as Client. By accepting products and/or services provided by Aquila, Client agrees to observe and abide by all of the provisions, terms, and requirements specified in this agreement. Client's continued use of the services constitutes acceptance of this agreement, including any modifications.

**II. Billing.** Aquila shall bill Client for services rendered at the published rate of such services on the date of Client's receipt of Aquila's service order form. Unless otherwise specified, monthly recurring service charges are billed one month in advance. Where applicable, service charges for the initial partial month of service will be prorated and billed on the first recurring monthly bill. For each month thereafter, the full monthly fee is due for any part of a month in which service is provided. Monthly fees are non-refundable. Customer agrees to pay a fee for processing unpaid checks or rejected credit cards. **PAST DUE ACCOUNTS WILL BE CHARGED A LATE FEE OF 1.5% PER MONTH ON ANY UNPAID PAST DUE BALANCE.** Delinquent accounts are subject to immediate termination or suspension of services at the sole discretion of Aquila.

**III. Disclaimer of Liability.** Client acknowledges that all services are provided on an "As Is" basis and that Aquila makes no warranty of any kind, expressed or implied, regarding the reliability or suitability for a particular purpose of its services. Aquila disclaims any warranty of merchantability or fitness for a particular purpose. No oral advice or written information given by Aquila, its employees, directors, agents or other representatives, shall create or expand any representation or warranty nor shall Client be entitled to rely on any such information or advice. Client acknowledges and understands that Aquila exercises no control over the nature, content, or reliability of the information delivered to Client from the Internet via Aquila. Under no circumstances shall Aquila be held responsible for damages or loss suffered by Client, including but not limited to special, incidental, consequential, or punitive damages, as a result of Client's direct or indirect use of Aquila services including, but not limited to, errors, delays, loss of information, or interruptions in service caused by Client's or Aquila's or a third party's negligence, fault, misconduct, or failure to perform. Client acknowledges that Internet access service may be temporarily unavailable for scheduled or unscheduled maintenance, and for other reasons within and outside of the control of Aquila. Under no circumstances do any such errors, delays, loss of information, or interruptions in service nullify or modify this agreement or any other agreement or contract entered into by Aquila and Client. Aquila reserves the right to refuse or terminate service to Client at any time.

**IV. Client Responsibility.** Client is responsible for protecting all account passwords and for any authorized or unauthorized use made of Client's account. Client agrees to comply with the rules appropriate to any network to which Client may gain access via the services of Aquila. Client acknowledges that any proprietary, confidential, or otherwise valuable information that Client desires to keep confidential should not be transmitted over any part of the Internet, nor reside on computers connected to the Internet. Client will not transmit or make available to the Internet any material that is illegal, libelous, tortuous, or likely to result in action against Aquila or its clients. Client agrees that under no circumstances will the Client use Aquila's equipment and/or electronic mail addresses in connection with the sending of unsolicited electronic mail messages, spam, mailbombing, commercial or otherwise, including, but not limited to, the sending of unsolicited bulk mailings from another service which in any way implicates the use of Aquila's service, equipment or any Aquila electronic mail address. Violation may lead to termination of Client account.

**V. Service Plans and Term Commitment.** Client agrees not to use the services purchased from Aquila in a manner prohibited by any federal or state law. Cancellation by client prior to line installation is subject to a disconnect/cancellation fee as outlined under paragraph VIII. If Client terminates service after line installation and prior to completion of the term commitment, Client agrees to pay 50% of Client's remaining monthly service fees pursuant to this agreement and the full amount due of Client's equipment charge and the applicable cancellation fee as outlined in Section VIII. Termination of service must be in writing to Aquila with a thirty-day notice. Past due accounts are subject to termination without prior notice. To restore service, a \$150 reactivation charge will apply. Customer will be liable for all past due charges and any early termination fees if account is not brought current and service restored.

**VI. Service Level Agreement.** In the event Client experiences a service outage on a business DSL Speed line for more than two (2) consecutive hours and is unable to transmit and receive information from Aquila's Internet Data Centers to other portions of the Internet and Client notifies Aquila immediately of such event and Aquila determines that such inability was caused by Aquila's failure to provide said services for reasons within Aquila's reasonable control and not as a result of any actions or inactions of Client or any third parties (including failure of third party equipment), and such inability is not a result of standard scheduled maintenance of Aquila's equip-

ment or services, Aquila will, upon Client's request, credit Client's account the connectivity charges for five (5) times the length of the outage. Client credit may not exceed one month's service fees in any single calendar month.

**VII. Refunds.** If in the first thirty (30) days after your DSL circuit is installed, you are dissatisfied with the performance of your DSL line, you may cancel your line without penalty. A cancellation fee will apply to contracts terminated prior to line installation. A full refund will be given for equipment returned in new resalable condition and for any remaining portion of prepaid monthly service charges pro-rated daily. All other payments are non-refundable. Defective hardware will be repaired or replaced within 15 days of purchase date.

**VIII. Other Fees (if applicable):**

Field Technician Dispatch (1 hour minimum)	
- Normal business hours.....	\$125 per hour
- After hours, Holidays, and Weekends.....	\$175 per hour
Downgrade of Client DSL Speed.....	\$250
Disconnect/Cancellation Fee - Equipment Returned (per circuit).....	\$300
Disconnect/Cancellation Fee - Equipment NOT Returned (per circuit).....	\$500
Equipment Change.....	\$500
Missed Appointment.....	\$200
Customer Provide Equipment.....	\$100
Reactivation Fee .....	\$150
Unpaid Check/Rejected Credit Card.....	\$25 (or the legal limit)
Secondary DNS.....	\$20 set-up/\$2.50 mo
Changing contact information.....	\$0
Bulk email (10 additional boxes).....	\$25 mo/\$25 set-up after 30 days
Alias one box to another.....	\$5 set-up
Set-up mailboxes after 30 days from install .....	\$25
All zone file changes/miscellaneous hosting .....	\$5
<i>Prices are subject to change without notice.</i>	

**IX. Attorney Fees.** In any litigation or other proceeding by which one party seeks to enforce its rights under this agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations to the agreement, the prevailing party shall be awarded reasonable attorneys fees, together with any costs and expenses, to resolve this dispute and to enforce the final judgment.

**X. Choice of Law; Venue; Jury Trial.** This agreement shall be construed in accordance with and governed by the internal laws of the State of Illinois without given effect to choice of law. Any legal action or other legal proceeding relating to this agreement or the enforcement of any provision of this agreement shall be brought or otherwise commenced in a state or federal court located in the County of Kane, Illinois. Each of the parties hereto irrevocably waives the right to a jury trial in connection with any legal proceeding relating to this agreement or the enforcement of any provision of this agreement.

**XI. Assignment.** The provisions of this agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. Client may not assign or transfer its rights or obligations under this agreement without the prior written consent of Aquila, and any attempted assignment without such consent shall be null and void.

**XII. Enforceability.** If any provision of this agreement is held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this agreement shall remain valid and enforceable according to its terms.

<b>Due to DSL technology characteristics,</b> service availability and the maximum speed deliverable to your location cannot be guaranteed until the date of line installation. In the event of service speed availability changes, you will automatically receive available DSL Speed at the applicable lower rate.	
I have read and understand the above Terms and Conditions, and I agree to act in accordance with this Agreement.	
Authorized Signature	Date
Printed Name and Title	
How did you hear about Aquila?	