

COMMERCIAL WEB HOSTING ORDER FORM

New Customer _____	Business Type _____
Existing Customer _____	RCN Sales Rep. _____
Company Name _____	Phone Number _____
Contact Name _____	DSR ID # _____
Address _____	
City _____	
State _____ Zip _____	
Phone Number _____	Existing Email _____
Fax Number _____	
Billing Address, if different _____	
Alternate Contact Name _____	

RCN SERVICES	
<input type="checkbox"/> Domain E-mail Hosting	\$9.95/mo, \$25.00 Setup Fee
<input type="checkbox"/> E-mail Pop Box	Number of Emails _____ \$1.95/mo
<input type="checkbox"/> RCN Initiated Domain Transfer	
<input type="checkbox"/> Customer Initiated Transfer	
<input type="checkbox"/> RCN Registered Domain	
Domain Name _____	
Tier 1 Domains Include <u>.com .net .org</u>	Pricing: <input type="checkbox"/> 1 Year \$35 <input type="checkbox"/> 2 Years \$55 <input type="checkbox"/> 3 Years \$65 <input type="checkbox"/> 5 Years \$80 <input type="checkbox"/> 10 Years \$130
Tier 2 Domains Include <u>.name *.tv</u>	Pricing: <input type="checkbox"/> 1 Year \$35 <input type="checkbox"/> 2 Years \$60 <input type="checkbox"/> 3 Years \$75 <input type="checkbox"/> 5 Years \$95 <input type="checkbox"/> 10 Years \$150
Tier 3 Domains Include <u>.at .co.nz .com.mx .net.au</u>	Pricing: <input type="checkbox"/> 1 Year \$100 <input type="checkbox"/> 2 Years \$200 <input type="checkbox"/> 5 Years \$500
* Indicates 2 Year Minimum Registration	

Note: Please attach separate sheet with Domain E-mail requests. Example below:
name@yourdomain.com -> username

RCN PACKAGES	
<input type="checkbox"/> 2000 Windows Bronze Monthly \$29.95	<input type="checkbox"/> Annual (Pre Pay 12 months) \$323.46 One Time Setup Fee \$50.00
Includes: 100 MB Storage (\$1.00/MB Extra) and 5 GB of Transfer Free (\$0.10/MB Extra)	
<input type="checkbox"/> 2000 Windows Silver Monthly \$49.95	<input type="checkbox"/> Annual (Pre Pay 12 months) \$539.46 One Time Setup Fee \$50.00
Includes: 200 MB Storage (\$1.00/MB Extra) and 10 GB of Transfer Free (\$0.10/MB Extra) and complimentary dial up service	
<input type="checkbox"/> 2000 Windows Gold Monthly \$79.95	<input type="checkbox"/> Annual (Pre Pay 12 months) \$863.46 One Time Setup Fee \$50.00
Includes: 300 MB Storage (\$1.00/MB Extra) and 20 GB of Transfer Free (\$0.10/MB Extra) and complimentary dial up service	
<input type="checkbox"/> 2000 Windows Platinum Monthly \$199.95	<input type="checkbox"/> Annual (Pre Pay 12 months) \$2,159.46 One Time Setup Fee \$50.00
Includes: 1 GB Storage (\$1.00/MB Extra) and 50 GB of Transfer Free (\$0.10/MB Extra) and complimentary dial up service	
<input type="checkbox"/> 2003 Unix Bronze Monthly \$29.95	<input type="checkbox"/> Annual (Pre Pay 12 months) \$323.46 One Time Setup Fee \$50.00
Includes: 150 MB Storage (\$1.00/MB Extra) and 5 GB of Transfer Free (\$0.10/MB Extra)	
<input type="checkbox"/> 2003 Unix Silver Monthly \$49.95	<input type="checkbox"/> Annual (Pre Pay 12 months) \$539.46 One Time Setup Fee \$50.00
Includes: 250 MB Storage (\$1.00/MB Extra) and 10 GB of Transfer Free (\$0.10/MB Extra) and complimentary dial up service	
<input type="checkbox"/> 2003 Unix Gold Monthly \$79.95	<input type="checkbox"/> Annual (Pre Pay 12 months) \$863.46 One Time Setup Fee \$50.00
Includes: 500 MB Storage (\$1.00/MB Extra) and 20 GB of Transfer Free (\$0.10/MB Extra) and complimentary dial up service	
<input type="checkbox"/> 2003 Unix Platinum Monthly \$129.95	<input type="checkbox"/> Annual (Pre Pay 12 months) \$1403.46 One Time Setup Fee \$50.00
Includes: 1 GB Storage (\$1.00/MB Extra) and 50 GB of Transfer Free (\$0.10/MB Extra) and complimentary dial up service	

RCN FEATURES	
The following questions are only for 2000 Windows Silver, Gold and Platinum Packages:	
Does Customer have existing SSL for this site?	Yes <input type="checkbox"/> No <input type="checkbox"/> SSL- Secure Site License, certificate encrypts the data on customer's website.
Does Customer need ODBC?	Yes <input type="checkbox"/> No <input type="checkbox"/> ODBC- Open Database Connectivity, an interface used to access databases through a customer's website.
Does Customer need Web Statistics?	Yes <input type="checkbox"/> No <input type="checkbox"/> Web Statistics- RCN offers a comprehensive software called DeepMetric Statistics Server.
Does Customer need MS Media Services(1 Silver)(3 Gold)(10 Platinum)?	Yes <input type="checkbox"/> No <input type="checkbox"/> MS Media Services- Allows customer to use streaming (audio/video).
The following question is only for Gold and Platinum Packages:	
Does Customer need SQL 7.0?	Yes <input type="checkbox"/> No <input type="checkbox"/> SQL- Structured Query Language, allows customer SQL 7.0 functionality.
The following question is only for Platinum Packages:	
MS Index Services?	Yes <input type="checkbox"/> No <input type="checkbox"/> Catalogs web site information to allow visitors to conduct a site search based on keywords.

By signing below, the signatory acknowledges that he/she is authorized to create a binding obligation on the part of the Customer and agrees to be bound by the terms and conditions reflected on the back of this Order form.

Customer Signature _____ Date _____

Sales Rep Signature _____ Date _____

For customer service issues after installation, please call 1-877-726-7000.
Fax Order Form to 413-683-8236



RCN'S GENERAL TERMS AND CONDITIONS

1. SERVICES PROVIDED

Subject to and under the terms and conditions herein, RCN will provide local telephone, and/or long distance telephone services, Internet services and commercial cable services set forth in the order for Service ("Service Order") as defined in the applicable RCN tariffs (the "Service"). For the purpose of this document, "Recurring" charges are monthly charges paid by the customer, and "Non-Recurring" charges are one-time fees paid by the customer for such items, including, but not limited to installation of service, special requests regarding services and/or special construction.

2. GENERAL

Customer understands that services provided hereunder are governed by certain Federal, State and Local regulatory authorities and by certain terms and conditions of service contained in any applicable RCN tariff on file with such authorities. In the event of any conflict between the terms conditions set forth herein and those provided under any government regulations or RCN tariff, in all instances, the terms and conditions set forth in regulation or RCN tariff(s) shall prevail.

3. PAYMENTS AND BILLING

Service will be provided and billed for a minimum period of thirty (30) days, consisting of twenty-four (24) hours. Service will be invoiced monthly, due and payable within thirty (30) days after the invoice date. An additional charge will be assessed for any customer check returned as non-payable. Customer agrees to pay RCN any and all expenses (including reasonable attorney's fees) associated with the collection of any amounts due from Customer hereunder.

4. TERM

This Agreement shall commence upon execution of the Service Order by an authorized representative of RCN and shall continue in full force and effect for the term set forth in the Service Order ("the Initial Term"). At the expiration of the Initial Term specified in each Service Order, Service shall continue on a month-to-month basis at RCN's then current rates for such Service. Termination shall not relieve Customer of the obligation to pay charges incurred under the applicable Service Order prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order shall survive the termination.

5. TERMINATION CHARGES

(a) Customer may cancel an order for Service prior to the installation and establishment of Service, unless otherwise provided in any applicable RCN tariff. In the event of such cancellation, Customer agrees to pay RCN upon demand, a termination charge equal to the total costs and expenses incurred by RCN in connection with the order for Service up to the date of termination, plus one month's service charge.

(b) Other than as set forth in Section 11, Customer may not cancel a Service order or terminate Service before the completion of the Initial Term for any reason whatsoever after RCN installs and establishes Service. In the event of such a cancellation or termination, Customer agrees to pay RCN a termination charge equal to:

- (i) all unpaid Non-Recurring charges expended by RCN to establish Service to Customer; plus
- (ii) any disconnection, early cancellation or termination charges incurred and paid to third parties by RCN on behalf of the Customer on account of the cancelled or terminated Service.

The Customer understands that the rates and charges for services are based in part upon the expectations that the Customer will continue to pay for such Services for a certain minimum period designated for each Service. RCN will calculate the termination charge for fluctuating recurring charges by multiplying the number of billing periods in the remaining term by the average amount of the immediate three previous months' invoices. For Service with a minimum usage guarantee, RCN reserves the right, and Customer agrees, to pay for the monthly minimum usage multiplied by the number of months remaining in the term. If the Customer's Service requires special facilities dedicated to the Customer's use and then Customer cancels the Service Order before completion of Initial Term or such other extended period that RCN and Customer mutually agreed upon, Customer shall reimburse RCN for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by RCN.

6. CANCELLATION BY CUSTOMER FOR CAUSE

Customer may terminate this Agreement or the applicable Service Order, without incurring liability, only upon RCN's failure to correct a material failure of Service within thirty (30) days of RCN having received Customer's notice identifying the defect in Service.

7. CANCELLATION BY COMPANY

RCN may discontinue the provision of Service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Service, without incurring liability, on reasonable notice to Customer: for non-payment of any sum due to RCN for more than thirty (30) days after issuance of the bill for the amount due; or

- (a) for violation of any of the provisions of state tariff; or
- (b) for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over RCN's services; or
- (c) by reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting RCN from furnishing its Service.

8. FORCE MAJEURE

RCN shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over RCN, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages or other labor difficulties.

9. SPECIAL CONSTRUCTION

If the Customer requires special construction as part of RCN's provision of Service, Customer shall be responsible for all costs associated with such special construction. If Customer requests a change in location of all or part of the Service prior to the completion of construction or installation, Customer agrees to pay RCN all additional costs incurred from customer change in location.

10. SERVICE INTERRUPTION

Interruptions in Service, which are not due to the negligence of, or noncompliance with the provisions of state tariffs by, the Customer or the operation or malfunction of the facilities power or equipment provided by the Customer, or are not otherwise caused by third parties with whom RCN contracts to provide Service, will be credited to the Customer as set forth in the following for the part of the Service that the interruption affects.

- (a) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (b) For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of interruption. Only those facilities on the interrupted portion of the circuit will have a credit.

11. GENERAL PROVISIONS

(a) Limitation of Liability. Customer's exclusive remedy and RCN's sole liability for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to RCN's crediting the Customer the amount of actual charges incurred by the Customer on account of the interrupted Service. RCN shall not be liable for any interruption caused by or any act or omission of any other carrier furnishing any portion of the Services. RCN shall not be liable for any act or omission of any entity furnishing to RCN or to RCN's customer's facilities or equipment used for or with the service RCN offers. RCN'S LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO RCN UNDER THIS AGREEMENT. RCN SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY SERVICES PROVIDED HEREIN OR ANY INTERRUPTION FAILURE OF ANY SUCH SERVICE. RCN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AND NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICE, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. RCN assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other third parties, or for other facilities under the control of other entities used for service to the Customer, even if RCN has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-pre-emptibility as may be provided by the other entities.

(b) Indemnification. Customer will indemnify and hold RCN, its offices, employees and representatives, harmless from and against any and all liabilities, obligations, losses, damages, expenses (including reasonable attorney's fees), injuries and claims of any kind whatsoever against RCN arising out of the acts of omissions of Customer, its agents, employees or representatives in connection with this Agreement, a Service Order or the use of RCN's Service including, but not limited to instances involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications, personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, cause or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any RCN or Customer equipment or facilities or the Service provided by RCN.

(c) Taxes. In addition to the prices set forth in the Service order and to the extent allowed by law, Customer shall pay any and all applicable Federal, State, or Local sales, use, privilege, gross receipts or excise tax and any such other tax, fee or surcharge, paid or payable by RCN, however designated, levied or based on such prices and any taxes or amounts in lieu thereof, resulting from this Agreement. Such amounts shall not include taxes based upon the net income of RCN.

(d) Modification. This agreement may only be amended, modified, or waived by written agreement executed by authorized signatories of the parties.

(e) Waiver. No waiver of any breach of this Agreement will be implied or deemed a waiver of any future breach.

(f) Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the state law where the Service is provided, including all matters of construction, performance, and validity.

(g) Assignment. Neither party may assign this Agreement or any interest herein or part hereof, by operation of law or otherwise, without the express written consent of the other party, except that RCN may assign this Agreement to any entity that acquires all or substantially all of its assets by merger, acquisition or otherwise.

(h) Severability. If any provisions of this Agreement are declared to be illegal, invalid, or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertaking of the parties hereto.

(i) Headings. Introductory heading used herein is solely for the convenience of the parties and do not limit the contents of the respective Paragraphs hereof.

(j) Counterparts. This Agreement may be executed in one or more counterparts each one of which shall be deemed as original and all of which together shall constitute one and the same instrument.

(k) Notices. All notices requires hereunder shall be in writing sent first class mail, return receipt requested, or delivered by hand to the address of the party set forth on Attachment A of such other address as such party may designate from time to time by such notice and shall take effect:

- (i) when mailed, or
- (ii) when received, if delivered by hand.

(l) Billing Errors. The liability of RCN for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

(m) Damage to Property. RCN is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of RCN's agents or employees.