



InterKan.Net, Inc.
200 Southwind Place, Suite 205
Manhattan, KS 66503

Phone: (785) 565-0991
Toll Free: (877) 565-0991
FAX: (785) 565-0168
sales@interkan.net

User Account Information

Date:	Where did you hear about us?
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First Name:	Last Name:
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Home Phone:	Work Phone:
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Street Address:	
City:	
State:	Zip:

User Information (3 to 16 characters) – e-mail will be xxxxx@interkan.net

1st Choice:
2nd Choice:
Password:

Dial-Up Account (includes 2 e-mail boxes)

- Unlimited \$14.95
- Light (10 hrs)* \$10.00

* Additional hours @ \$1

Add-Ons

- Extra E-Mail Boxes
- Free Userid: _____
 Password: _____
- \$2.00 Userid: _____
 Password: _____
- Extra E-Mail Aliases (\$5 set-up fee)
- Name: _____
- Name: _____

Please be familiar with our policies which are available at <http://www.interkan.net/Contact/policies.shtm>.

We bill via e-mail on the first of the month. For your convenience, as well as ours, we recommend you pay by credit card. If you complete the information below, we will automatically charge your card each month and send you an invoice indicating the amount charged.

Pay monthly by check or cash Pay monthly by credit card

MasterCard Visa Discover Card

Number _____ CVN*: _____ Exp. Date _____

* Card Verification Number: The last 3 digits printed on the back of the card.

Consulting

Development

Internet Services

MONTHLY INTERNET ACCESS AGREEMENT

THIS AGREEMENT made and entered into as of this _____ day of _____, _____ by and between InterKan.Net, Inc., a Kansas corporation, located at 200 Southwind Place, Suite 205, Manhattan, Kansas 66503-0067 (hereinafter referred to as "InterKan.Net") and the undersigned customer (hereinafter referred to as "Customer") whose address is listed on the previous page.

InterKan.Net and Customer agree that the following terms and conditions shall apply to InterKan.Net's agreement to provide Customer with computer access to the Internet. And by accepting the terms of this agreement, Customer warrants that he or she is 18 years old or older.

1. **Internet Access.** InterKan.Net agrees to provide Customer with computer access to the Internet during the term of this Agreement. The Internet shall be accessed via the phone number and user I.D. that shall be provided to Customer following execution of this agreement. Customer's access to the Internet shall be subject to availability, depending upon the number of customers using the services at any one time and any other factors which may limit the availability of access. InterKan.Net shall use its best efforts to maintain availability of access for the Customer under at least one of the following monthly account types whose current prices and add-on services are reflected on www.interkan.net and may be changed with 30 days advance notice:

- Unlimited
- Light (10 hrs)

2. **Internet Definition.** As used in this agreement, "Internet" shall be defined as a vast collection of interconnected networks that all use TCP/IP protocols.
3. **Charges.** In consideration for InterKan.Net providing Customer with access to the Internet hereunder, Customer shall pay InterKan.Net a fee of \$_____ per month, payable at the end of each month, with the first payment being due and payable at the end of the month in which this agreement is executed, and all subsequent payments being due and payable at the end of each calendar month thereafter during the term of this agreement.
4. **Security and Phone Line.** Customer shall be responsible for maintaining their own security including but not limited to their computer(s), phone line, and account issued to Customer to obtain Internet access and shall not disclose either or allow them to be disclosed to any person or entity or other third party. Customer shall, at its own expense, obtain and maintain a working phone line, which will be used to access the Internet.
5. **Term.** The term of this agreement shall be month to month, commencing on the date set forth above.
6. **Termination/Cancellation.**
 - (a) This agreement may be terminated/canceled by either party, for any reason and at any time, by giving the other party written notice of termination/cancellation before the end of any month.
 - (b) This agreement may be terminated/canceled by InterKan.Net in the event Customer breaches any term, condition, covenant or obligation of this agreement, including failure to pay any charges or fees to InterKan.Net when due as required hereunder.
7. **Termination Due to Customer Default.** In the event of termination/cancellation of this agreement due to the default of Customer, InterKan.Net may:
 - (a) Declare all amounts owed to it hereunder to be immediately due and payable;
 - (b) Assess and collect from Customer any expenses and damages incurred by InterKan.Net in terminating/canceling this agreement.
 - (c) Deny Customer further access to the Internet under this agreement.
8. **Termination Not Due to Default.** In the event of termination/cancellation of this agreement for any reason other than default of Customer, Customer shall:
 - (a) Make payment in full to InterKan.Net for all charges accrued and due as of the date of termination/cancellation;
 - (b) No longer attempt to or gain access to the Internet through the phone number provided under this agreement.

9. **Cumulative Remedies.** The rights and remedies of InterKan.Net set forth herein shall be cumulative and in addition to all other rights and remedies available to it at law and in equity.
10. **InterKan.Net** For purposes of the remainder of this agreement, reference to the term "InterKan.Net" shall include InterKan. Net, Inc., any affiliated and subsidiary companies of InterKan. Net, Inc., any subcontractors and suppliers of the foregoing, including AT&T Corp., and the directors, employees, officers, agents, subcontractors and suppliers of all of them.
11. **Transmission Content.** Customer is solely responsible for the content of any transmissions using the services under this agreement, or any other use of the services, by Customer, or by any person or entity that Customer permits to access the services (a "User"). Customer agrees that it and any User will not use the services for illegal purposes, or to interfere with or disrupt other network users, network services or network equipment. Disruptions include but are not limited to, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses, and using the network to make unauthorized entry to any other machine via the network. Customer shall defend, indemnify, and hold harmless company from and against all liabilities and costs (including reasonable attorney's fees) arising from any and all claims by any person based upon the content of any transmissions by Customer or any User using the services or any other use of the services by Customer or any User.
12. **Access Limitations.** Customer shall limit access to and use of the services to its employees, if it has any, (and, in the case of a Customer that is a non-profit educational institution, to employees and students), shall not authorize any person to use the services other than for Customer's business purposes, and shall not resell or otherwise generate income by providing access to the services to any User. If Customer does not operate a business, Customer shall use the Internet services and all information obtained therefrom solely for his or her personal and internal purposes. If Customer permits Users to access the services, Customer shall defend, indemnify, and hold harmless InterKan.Net from and against all liabilities and costs (including reasonable attorney's fees) arising from any and all claims from any such Users in connection with the services, regardless of the form of action, whether in contract, tort (including InterKan.Net's active or passive negligence), warranty, or strict liability. However, Customer shall have no obligation to indemnify and defend InterKan.Net against claims for direct damages to real or tangible personal property, or for bodily injury or death, proximately caused by InterKan.Net's negligence.
13. **Compliance with Law.** Customer agrees to comply, and to cause any User to comply, with United States law with regard to the transmission of technical data which is exported from the United States using the services. In addition, each party and any Users shall comply with all applicable Federal, State, Local and other laws, regulations, rules, and ordinances applicable to the provision and use of the services under this agreement, including but not limited to the sale of illegal goods and the violation of export control, copyright, and obscenity laws.
14. **Warranty Disclaimer.** InterKan.Net makes no warranty or guarantee, express or implied, with respect to any services or products provided under this agreement, and InterKan.Net expressly disclaims any implied warranties or merchantability and fitness for a particular purpose.
15. **Limitation of Liability.** InterKan.Net's liability to customer on account of any acts or omissions relating to this agreement shall be limited to proven direct damages in an aggregate amount not to exceed the greater of: (a) \$25,000 for each site provisioned for services under this agreement; or (b) the amounts paid by customer for services during the twelve month period preceding the incident giving rise to the claim for damages, in no event to exceed an aggregate of \$50,000 in the case of (a) or (b). However, nothing in this paragraph 16 limits InterKan.Net's liability for direct damages to real or tangible personal property, or for bodily injury or death, proximately caused by InterKan.Net's negligence.
16. **Damages.** InterKan.Net shall not be liable for indirect, incidental, consequential, reliance or special damages including without limitation damages for harm to business, lost profits, lost savings or lost revenues, whether or not InterKan.Net has been advised of the possibility of such damages. InterKan.Net shall not be held liable for any damage that customer may suffer arising out of use, or inability to use, the services or products provided hereunder unless such damage is caused by an intentional act of InterKan.Net. InterKan.Net shall not be liable for unauthorized access by third parties to customer's transmission facilities or premise equipment or for unauthorized access to or alteration, theft, loss or destruction of customer's network, system, applications, data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Except as expressly set forth in or contemplated by this agreement, in any instance involving performance or nonperformance by InterKan.Net with respect to services or products provided hereunder, customer's sole remedy shall be: (a) in the case of services, refund of a pro rata portion of

the price paid for services which were not provided; or (b) in the case of products, repair or return of the defective product to InterKan.Net for refund, at the option of InterKan.Net except as expressly set forth in or contemplated by this agreement. In the case of refund for lost services, credit will be issued only for periods of lost service greater than 24 hours. This provision shall also apply to any of the computer software, equipment or devices provided hereunder which may be installed by InterKan.Net for the customer, and InterKan.Net shall not be responsible for any damage caused by or in relation to such software, equipment or devices and their installation.

17. **Survival of Liability Limitations.** These limitations of liability shall apply regardless of the form of actions, whether in contract, warranty, strict liability or tort, including without limitation negligence of any kind, whether active or passive, and shall survive failure of an exclusive remedy.
18. **Use of Services by Third Party.** Notwithstanding any other statements made herein, Customer shall not resell or otherwise provide access to the services provided under this agreement to any other person or entity or other third party.
19. **Impairments.** InterKan.Net shall not be responsible for (1) Service impairments caused by acts within the control of Customer, its employees, agents, subcontractors, suppliers or licensees; (2) Interoperability of specific Customer applications; (3) Inability of Customer to access or interact with any other service provider through the Internet, other networks or users that compromise the Internet or the informational or computing resources available through the Internet; (4) Interaction with other service providers, networks, users or informational or computing resources through the Internet; (5) Services provided by other service providers; (6) Performance impairments caused elsewhere on the Internet; or (7) Non-InterKan.Net facilities used by any User to access the services between the Users location and the premises to which services are provided under this agreement.
20. **Enforceability.** In the event any provision of this agreement shall be found to be unenforceable for any reason, it shall be deemed removed from this agreement and the balance of the terms of the agreement shall be enforced in the manner necessary to affect the purposes hereof.
21. **Assignment.** This agreement and all rights and obligations hereunder may be assigned by InterKan.Net without the prior written consent of Customer. Customer shall not assign this agreement and all rights and obligations hereunder without the prior written consent of InterKan.Net.
22. **Governing Law.** This agreement shall be governed by and interpreted in its entirety in accordance with the laws of the state of Kansas.
23. **Benefit.** This agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns, but nothing herein shall be construed as an authorization or right of Customer to assign his rights or obligations hereunder.
24. **Entire Agreement.** This agreement sets forth the entire agreement of the parties with respect to the matters addressed herein and supersedes any prior agreements, negotiations or discussions on these matters, whether written or oral. This agreement may not be modified except in writing signed by all parties hereto.
25. **Non-Waiver.** No delay or failure by party to exercise any right under this agreement on any one or more occasions shall constitute a waiver of the right of that party to insist on strict adherence to the terms hereof on any occasion thereafter.

Customer Signature