





## DSL Internet Service Agreement – Stroud

### General Terms and Definitions

The Customer ordering any products or services from COTC Connections services is hereafter referred to as Customer. By accepting products and/or services provided through COTC Connections, Customer agrees to observe and abide by all of the terms and requirements specified in this agreement.

### Disclaimer of Liability

Customer acknowledges that COTC Connections makes no warranty of any kind, express or implied, regarding the reliability or suitability for a particular purpose of its DSL or Internet services. COTC Connections disclaims any warranty of merchantability or fitness for a particular purpose. No oral advice or written information given by COTC Connections, its employees, directors, agents or other representatives, shall create or expand any representation or warranty nor shall Customer be entitled to rely on any such information or advice. Customer acknowledges and understands that COTC Connections be held responsible for damages or loss suffered by Customer, including but not limited to special, actual, incidental, consequential or punitive damages, as a result of Customer's direct or indirect use of services including, but not limited to, errors, delays, loss of information, or interruptions in service. Customer acknowledges that DSL and or Internet access service may be temporarily unavailable for scheduled or unscheduled maintenance, and for other reasons within and outside of the control of COTC Connections and/or Central Oklahoma Telephone Company. Under no circumstances do any such errors, delays, loss of information, or interruptions in service nullify or modify this agreement entered into by COTC Connections and the Customer. COTC Connections reserves the right to refuse or terminate service to Customer at any time. The account holder agrees to indemnify and hold COTC Connections and Central Oklahoma Telephone Company harmless from any claims, including attorney's fees, resulting from the account holder receiving COTC Connections and/or Central Oklahoma Telephone Company's services, which cause direct or indirect damage to another party.

### Customer Responsibility

Customer is responsible for protecting all account passwords and for any authorized or unauthorized use made of Customer's account. Customer agrees to comply with the rules appropriate to any network to which Customer may gain access via the services of COTC Connections. Customer acknowledges that any proprietary, confidential, or otherwise valuable information that Customer desires to keep confidential should not be transmitted over any part of the Internet, nor resides on computers connected to the Internet. Customer will not transmit or make available to the Internet any material that is illegal, libelous, torturous or likely to result in action against COTC Connections or its Customers. Customer agrees that under no circumstances will the Customer use COTC Connections' equipment and/or electronic mail addresses in connection with the sending of unsolicited electronic mail messages, commercial or otherwise, including but not limited to, the sending of unsolicited mass mailings. Violation of this provision will result in cancellation of Customer's service upon written notice by the Company. Customer will also be responsible for installing their own "firewall" hardware or software, if desired, to protect against possible intruders gaining access to Customer's computer.

Prior to circuit installation, **Customer is responsible for providing:**

1. **a standard AC wall outlet** to provide power to the customer premise equipment. (A UPS is recommended but not required.)
2. **a 10Base-T Network Interface Card (NIC)** in their PC system that is to be connected to the DSL equipment.
3. **an Internet network ready PC System** (COTC Connections is not responsible for configuring Customer's networks or PC system(s) to be used with the Internet.)

### Service Plans and Term Commitment

Customer agrees not to use the services provided by COTC Connections in a manner prohibited by any federal or state law. The minimum term for COTC Connections service is for (1) one month, with an automatic extension on a month-to-month basis thereafter. If Customer chooses the Annual, (12) twelve month term commitment plan, service will continue on monthly basis following expiration of initial 12 month plan. The COTC Connections monthly service and installation fees are payable in advance and are invoiced at the beginning of each month. Prorated fees will apply based on the actual date service is installed. All invoices are due and payable on receipt.

### DSL Bandwidth Available

The maximum COTC Connections circuit speed is based on the line quality and the actual cable distance between the customer's location and the telephone company "CO" (central office) serving location. Actual data transfer or "throughput" may be lower than sync-rate due to Internet congestion, server or router speeds, protocol overheads and other factors, which cannot be controlled by COTC Connections.

### Inside Wiring

New or additional inside wiring may not be required if there is an existing Standard RJ11 telephone jack in place with at least 4-conductor wiring terminated correctly and appropriately. If a new jack or new/additional wiring must be installed for service to be rendered, the rate charged to the customer for installation is the current rate charged by COTC Connections for the installation for said jack and wire. Customers with alarm systems may be required to contact their alarm service provider to rewire the alarm system to accommodate the DSL station filter or other conflicts resulting with the provisioning of DSL service to the location, at the customer's sole expense.

### Cancellation of Service

Cancellation of this agreement prior to installation of a DSL circuit, by Customer must be in writing or by phone. All prepaid charges associated with equipment will be refunded provided the equipment is returned in the original packaging material. If Customer cancels the installation, the Customer maybe responsible to pay for all Installation charges. All COTC-owned customer premises equipment must be returned to COTC Connections within (5) five business days of account cancellation. Failure to return COTC-owned equipment to the Company within that period could result in charges for that equipment.

### Early Termination Fee

Canceling of the agreement during its initial term or any extension thereof shall be in writing or by phone. Written notification may be faxed to 918-377-2506, or by US Mail to P.O. Box 789, Davenport, OK 74026. Notice of cancellation may not be included in customers' monthly bill. An Early Termination Fee of \$100.00 per account may be assessed against you in the event that you terminate this contract before the expiration of its term. During the initial twelve (12) month term plan, if the Customer cancels the agreement or is disconnected for non-payment, the Customer must pay the current "Early Termination Fee" and any waived installation charges and equipment fees will be due and payable.

### Use of Service

Customer understands the use of COTC Connections Internet service is subject to our Acceptable Use Policy which can be found at [www.cotcconnections.com/aup.html](http://www.cotcconnections.com/aup.html). You may also request a copy by contacting the Company at 918-377-2424.

### Venue/Choice of Law

This agreement shall be construed in accordance with and governed by the internal laws of the State of Oklahoma. 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 Oklahoma City, Oklahoma.

### Assignment

Customer **may not assign or transfer** its rights or obligations under this agreement without the prior written consent of COTC Connections, **which shall not be unreasonably withheld**, and any attempted assignment without such consent shall be invalid.

### Severability

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.

### Signed

**Customer's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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