



## DSL Internet Service Agreement – Stroud (DSL ONLY)

The following agreement is between COTC Connections and Customer:

COTC Connections P.O. Box 789 223 Broadway Davenport, OK 74026 918-377-2424 Fax: 918-377-2506 Email: info@cotcconnections.net	Customer: _____  Address: _____  City, State, Zip: _____  Telephone: _____
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Username (will be 1 <sup>st</sup> part of your email address):	Password:
2-16 characters, lowercase, beginning with a letter	2-16 characters, lowercase
_____	_____
Note: An existing COTC Internet customer will use its current username.	

Please Note: DSL Internet service from COTC Connections is available in COTC Connections' telephone service area only. Site prequalification is required for DSL service. Inside wiring, if required, is billed on a time and material basis.

COTC Connections will provide Customer with DSL Internet access to connect Customer's service location, as specified in this Agreement, to the Internet, subject to the following terms and conditions.

Upon acceptance of this Agreement, COTC Connections will install to customer's service location a DSL circuit for the agreed-upon Service Term. COTC Connections will provide Internet Access, Internet e-mail services, and Dynamic or Static IP addressing based on DSL plan ordered. COTC Connections will provide the Customer with the necessary DSL modem or Residential Gateway device for connecting to the COTC Connections' DSL network. COTC Connections will retain ownership of this customer premises equipment.

Customer authorizes COTC Connections to order the installation of DSL Internet service to the Customer location. Customer acknowledges that its DSL Internet service will be billed on its COTC Connections bill. Customer further acknowledges and agrees that failure to pay all monthly amounts when due, including for regulated and non-regulated services, may result in disconnection of DSL Internet service.

### Service Term

I agree to the following Service Term:

**1-Year**                       **No Contract**

### DSL Maintenance Plan

I want to be protected from any additional labor or material charges that may incur from repairs to my DSL Internet service. This plan protects me from any trip charges or labor charges involved in isolating and repairing DSL trouble. This plan also covers repair or replacement of the DSL modem and supplied Ethernet cable as well as any faulty wiring, jacks, or line-conditioners. This plan only covers equipment needed to provide the DSL service. It does not cover any PCs or networking equipment using the DSL connection. If I choose not to take the DSL Maintenance plan, I will be assessed a trip charge of \$36.25 to isolate trouble and a labor rate of \$25 per 1/2 hour with a one-hour minimum to repair any trouble. Additional charges for any equipment or wiring needing repaired or replaced may also apply. I agree to subscribe to the DSL Maintenance Plan for a period of 12 months from the start of billing (as long as I am still subscribing to the DSL Internet Service). Billing for the DSL Customer Maintenance Plan will be in advance upon receipt of this form by COTC Connections. The DSL Maintenance Plan is \$2.50 per month.

**Yes, I want the DSL Maintenance Plan.**                       **No, I do not want the DSL Maintenance Plan.**

Description of Charges	Amount
Installation: \$30 with 1-year (12-month) commitment or \$130 for month-to-month (no contract)	
<b>Extra</b> (up to 3 Mbps down, up to 512 kbps up): \$44.95/mo.	
<b>Extreme</b> (up to 6 Mbps down, up to 512 kbps up): \$59.95/mo.	
<b>Extreme Plus</b> (up to 9 Mbps down, up to 1 Mbps up): \$69.95/mo.	
<b>Express</b> (up to 12 Mbps down, up to 1 Mbps up): \$79.95/mo. <small>(Not available in all areas.)</small>	
DSL Maintenance Plan: \$2.50/month	
<b>TOTAL</b>	

The Agreement is continued on the back of this page.

**General Terms and Definitions**

The Customer ordering any products or services from COTC Connections 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 will not 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 Co., L.L.C. 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 Co., L.L.C, harmless from any claims, including attorney's fees, resulting from the account holder receiving COTC Connections and/or Central Oklahoma Telephone Co., L.L.C'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 or reside 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 COTC Connections. Customer will also be responsible for installing its 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 premises equipment. (A UPS is recommended but not required.)
2. **a 10/100/1000 BASE-T Network Interface Card (NIC)** in its 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), including web browser or e-mail software, 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 twelve (12) month term commitment plan, service will continue on a monthly basis following expiration of the initial twelve (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 that 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, Customer may be responsible for paying for all Installation charges. All COTC Connections-owned customer premises equipment must be returned to COTC Connections within (5) five business days of account cancellation. Failure to return COTC Connections-owned equipment to the Company within that period could result in charges for that equipment.

**Early Termination Fee**

Canceled of the agreement during its initial Service 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. An Early Termination Fee of \$100.00 per account may be assessed against Customer in the event that Customer terminates 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 COTC Connections' Broadband Acceptable Use Policy which can be found at [www.cotcconnections.net/aup.html](http://www.cotcconnections.net/aup.html). You may also request a copy by contacting the Company at 918-377-2424. COTC Connections' Broadband Acceptable Use Policy may be amended from time to time, and Customer is responsible for adhering to the Broadband Acceptable Use Policy in its current form.

**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 court located in Chandler, Oklahoma, or a 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, 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.

**Authorization (must be 18 or older):**

**COTC Connections:**

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

**Connections Rep:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**COTC Connections' Open Internet Disclosures may be accessed at <http://www.cotcconnections.net/ConnectionsOpenInternet.htm>**