

Digital Subscriber Line

For Business and Residential Subscribers Of Emily Cooperative Telephone Company and C-I Communications, Inc.

This agreement along with the Emily Cooperative Telephone Company (ECTC) Acceptable Use Policy and Bylaws identifies the Terms and Conditions of ECTC service. The service term will commence when the connection from ECTC's Central Office to your site is completed and packets can pass to the termination equipment.

Customer Information This is a (Check One) Residential Business

Last Name _____ First Name _____

Social Security / State ID / Driver License _____

Business Name _____

Telephone No. _____ **DSL Line No.** _____

Address _____

City _____ State _____ Zip Code _____

Date Service Requested _____ (Certain restrictions may apply.)

Family Internet Username _____ Password _____

System Information

DSL Modem - Required For Service Connection

- Standard Ethernet based ADSL Modem with cables
- Net Modem Rental / or
- Customer Supplied / Other ADSL Modem (No technical support provided.)

Modem Brand Model _____ Serial _____

Ethernet Adapter - RJ45 Port Used to connect DSL Modem or Ethernet Router

- Ethernet PCI Card or modules
- Customer Supplied or Built in Ethernet Controller (Check C)

Additional Components (Optional - Depending on Installation)

- Ethernet Cable
- Ethernet Cable
- Extra DSL In Line Conditioner Indicate quantity _____
- DSL Wall Mount Conditioner (required for wall mount phones)

Service Type (Choose One)

- D C Includes e space hours dial up access plus one free e mail account
- Static IP Address / month (provides support or N or e /FT Servers)

Speed (Choose One)

	One Time	Monthly Rates
Download/Upload	Setup Fee	Residential Commercial
<input type="checkbox"/> / ps		
<input type="checkbox"/> / ps		
<input type="checkbox"/> / ps		
<input type="checkbox"/> ps/ ps		

Additional Telephone Line

If you have a second line please indicate whether you would like to keep it or disconnect it

(Circle One) Leave the additional line connected Disconnect the additional line

The telephone number is _____

Service Information

Customer is responsible to install a network card in their computer if one is required. CTC can install the network card if the customer cannot perform this work. Appointment **must** be scheduled in the family or C I Communications computer shop. Qualified technicians will install the device in the customer's system. Normal shop charges may apply for this service.

Note: Problems with software and/or operating system which interfere with the correct operation of any DSL equipment (including the network card) will be the sole responsibility of the customer.

C I Communications and Family Cooperative Telephone Company strongly suggest the use of firewalls. Software or a physical firewall or proxy when using your DSL service especially in conjunction with a Static IP address. Customers should be aware that some types of software allow access to computer hardware and information by third parties. It is important to safeguard your computer from malicious tampering through the use of firewall software or hardware (and your understanding how to set it up and use it properly) and your carefully choosing which software will be installed or not installed on your computer.

Keep in mind that your computer is always connected to the outside world when using ADSL (or any broadband Internet service) and that certain risks are associated with these always-on connections. By taking measures to protect your computer these risks can be substantially reduced.

All DSL packages include one free e-mail address (username_emily_net) and space on our server or e-pages or file storage. Services will have http://username_emily_net/ as the URL. DSL packages also include hours of Dial-up Internet access or use while away from home.

Additional e-mail addresses are available for _____ per month.

Additional e-storage space is available for _____ per month per megabyte.

Additional dial-up hours may be purchased if required.

_____ also offer Domain hosting for e-sites.

DSL Subscribers using a Static IP address may host their domains on their own equipment. A small monthly charge will apply to resolve DNS information to your equipment. Contact our office for details.

Damage to Equipment

It will be the sole responsibility of the customer to protect their equipment from damage. As with all computer equipment, certain precautions must be taken. C I Communications and Family Cooperative Telephone Company strongly suggest common practices such as unplugging telephone and computer equipment (including dial-up and DSL modems) during thunderstorms or when electrical surges or power out activity is anticipated. Surge protectors are inadequate at protecting equipment from power surges such as lightning. The Company will not be responsible for damages to equipment outside of our control.

I have read and understand the contents of this page _____
Customer Signature

DSL Service Level Agreement

- 1. AGREEMENT TERM.** The term of this agreement will commence on the Installation Date of the DSL circuit and shall continue on a monthly basis thereafter. If the Customer terminates the contract before the agreement term is complete, the Customer will not be reimbursed for unused time. A cancellation fee may be applied. In the event that service is disconnected by us (whether customer-requested or otherwise) the installation charge will be applied to have the DSL Service re-connected. If the Service is disconnected due to non-payment issues, an additional charge will apply.
- 2. WARRANTY OF SERVICES.**

Emily Cooperative Telephone Company (ECTC) and Consolidated Telephone Company (CTC) warrant that the Services will be provided on a continuous, seven days a week, twenty-four-hour-a-day basis with an up-time reliability standard of 99.5%. The Customer will promptly advise ECTC Technical Support of any interruption of the Services, failure to access the Services, or inability to use the Services. ECTC and CTC will make all commercially reasonable efforts to correct such problems; but does not guarantee or insure error-free or interruption-free Services. ECTC will not configure customer's internal networks. ECTC does not support Network Address Translation (NAT), which is provided by end user equipment.
- 3. LIMITATION OF LIABILITY.** IN NO EVENT SHALL ECTC BE LIABLE TO THE CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF USE, INTERRUPTION IN SERVICES, BREACH OF NETWORK SECURITY AND LOSS OF REVENUES. ECTC'S TOTAL LIABILITY TO THE CUSTOMER, WHETHER BASED IN CONTRACT OR TORT, WILL BE LIMITED TO THE TOTAL OF THE SERVICES FEES PAID BY THE CUSTOMER TO ECTC UNDER THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.
- 4. THIRD-PARTY EQUIPMENT.** The DSL service offered by ECTC may require that the Customer purchase certain customer premise equipment (CPE) provided by third parties. The CPE is not manufactured by ECTC. Risk of loss or damage to any CPE purchased by the Customer through ECTC shall pass to the Customer upon delivery to the Customer. The only obligation of ECTC as it relates to the Customer's use of the CPE is to reasonably assist the Customer with warranty claims in those instances where the CPE has been licensed or purchased through ECTC. THE ABOVE OBLIGATION OF ECTC TO ASSIST THE CUSTOMER WITH CPE WARRANTY CLAIMS IS IN LIEU OF ALL OTHER OBLIGATIONS OR WARRANTIES, IMPLIED OR EXPRESSED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 5. SECURITY.** The Customer shall be responsible for all security related to the Customer's use of and access to the Services. ECTC recommends that the Customer provide security to eliminate or minimize access by others (i.e. firewall or proxy).

Customer Signature

**Emily Cooperative Telephone Company
Service Representative**

I have read and agree to all parts of this application

(Signature)

(Signature)

(Typed or Printed Name)

(Typed or Printed Name)

Date

Date

Central Office Use Only

Date Installed _____ Initial _____ and Area Address _____
(Please attach copy of completed Service Order)

DSL Modem Rental Agreement

(Customer reviews and signs before returning DSL equipment)

Family Cooperative Telephone Company and C I Communications provide modems for rent on a continuous monthly basis. The following guidelines will apply:

- ? If the modem fails to operate properly, the customer will return the modem to the Company for testing. The modem will be replaced free of charge if it is found to be defective as defined by the warranty information.
- ? Damage to the modem caused by a user or negligence (including lightning) will be the responsibility of the customer. Additional charges may apply for the replacement of the modem if such damage affects the operation of the modem.
- ? If the Service is terminated or cancelled by either the customer or the Company, the customer must immediately surrender the DSL rental equipment to the Company. Failure to return the equipment will result in an additional charge of _____ (plus tax) which will be added to the customer's bill.

The following equipment is included in the rental and must be returned upon request:

- ? The ADSL modem/modem must be clean and in good working condition.
- ? The Ethernet cable which connects the ADSL modem to the computer or other equipment.
- ? The Power Supply unit and/or cables for the ADSL modem.
- ? The DSL telephone line cord.
- ? The ADSL inline conditioner.
- ? The box and packing materials which accompanied the modem at the time of rental.

Missing or damaged items will be replaced at customer's expense.

I agree to these terms and conditions and will abide by them.

Customer Signature

Modem Brand and Model No.

Date

Serial Number (Recorded by Technical Services)