



DSL 2 Year Service Agreement

1. Service Description: DSL Service provides you with dedicated access to the Internet. Speeds on the various plans will vary depending on many factors, including but not limited to distance from the local service provider's central office, internet congestion, upload and download speed of your destination server. Further details of the DSL Service are set forth in the DSL Application for the version of the DSL Service you have selected. By signing this agreement you the customer agree to subscribe to two (2) full years DSL service with Rural Telephone Company.

2. Price: RTI Reserves the right to make changes in pricing and packages at anytime during this two-year service agreement. At the expiration of this two-year service agreement the service agreement will automatically convert to a month-to-month agreement unless terminated in writing by either party. In addition, you are responsible for applicable taxes, telecommunication surcharges or other governmental charges due on the Services. (Please contact a Customer Service Representative, toll-free at 1-888-366-7821, for an estimation of these fees)

3. Service Term: Monthly recurring charges are based on ordering one DSL line to use at the specific address for which services were ordered. From time to time we offer special pricing if you agree to maintain service for a specified term (the term commitment). Upon termination of the required term, the service agreement will automatically convert to a month-to-month agreement unless terminated in writing by either party.

4. Payment: Unless otherwise stated in the schedule, we will invoice you monthly. Invoices are due upon receipt and may be considered overdue 20 days from invoice generation. Suspension will apply for invoices overdue by 45 days, and will remain suspended until payment is received. Customers will be responsible for paying monthly subscription fees while services are suspended due to non-payment. There will be a \$20 Service charge on all returned checks.

5. Installation: A DSL end-user's computer must be equipped with an Ethernet Network Interface card (NIC) for proper DSL operation. A NIC is NOT part of the modem package. You are responsible for securing and installing a NIC into your computer. If you are not comfortable with installing the NIC card, special installation of the NIC card must be arranged with a third party at the end user's sole discretion and expense.

6. Maintaining Current Telephone Service: DSL service shares the end user's current telephone line and service. It will be the end user's sole responsibility to maintain the wiring inside the residence for the phone line and number of original installation in working order in order to receive DSL services. RTI will be responsible to maintain the outside wiring. Disconnected telephone service, disconnected DSL service due to number change, or moving out of the service area does not relieve end-user of monthly service fees, contractual obligations and applicable early termination fees.

7. Our Responsibility: We are responsible for providing DSL Services by qualified personnel in a professional manner. We are not responsible for outages or delays*. WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

*Although we will make every effort to maintain your Service at all times, you have the right to be credited for Service if RTI is unable to deliver Service for more than a continuous twenty-four (24) hour period of time. In such a case, we will credit you with 1/30 of the monthly charge for each continuous twenty-four (24) hour period from the time until Service is restored. The 24 hours must be continuous. You may not add up shorter periods.

8. Service Cancellation: Upon the expiration of this two-year agreement, you may cancel the DSL Service at any time. If you cancel during the initial two-year Service Period, you agree to pay the remaining monthly service fees of your two-year contract or \$300; whichever is less.

9. IP Addresses: You are allowed one computer device per IP address. Upon expiration, cancellation or termination of the Agreement or applicable Schedule, you shall relinquish any IP addresses or address blocks assigned to you by us. RTI may choose to assign you a new IP address at anytime. Additional e-mail accounts, domain hosting and additional space for websites are available at an additional cost. (Please call a Customer Service Representative, toll-free at 1-888-366-7821, for details)

10. Acceptable Use: You agree to use the DSL Service in accordance with our user agreement. We reserve the right to make reasonable changes to our user agreement without notice.

11. Return of Equipment: Upon termination of the service or contract, including expiration of the Service Period (unless extended by the parties), you agree to return to us all hardware (other than hardware which you have purchased from us at full retail pricing), which we have provided to you in connection with the DSL Service in working order. In the event that the hardware is not returned to us within 10 days, allowing such termination or expiration, we will charge you the un-depreciated list price of the un-returned hardware, in addition to all applicable late return fees and sales tax.

12. Price, Speed of Service: Price includes DSL circuit charges. Speed rate depends upon plan and user's line capabilities (loop length, line condition and gauge of copper wire). The maximum speed for DSL is stated under optimal conditions and may vary significantly. Please note that monthly recurring charges are based on ordering one DSL line for a minimum term for use at the specific address for which services were ordered.

RTI DSL Subscriber Authorization:

By my signature below, I understand, acknowledge and agree to the terms and conditions as set forth in this agreement.

Account number _____

Print Name

Date

Signature

Phone number