

# RANDOLPH TELEPHONE DSL INTERNET AGREEMENT

Customer Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_

Address: \_\_\_\_\_ \*\*Please Keep Page 2 for your Records\*\*

## Section 1 - DSL PLANS (check one):

- DSL Lite\*\* - \$29.95 Res./\$39.95 Bus. (256/128)
- DSL Regular - \$39.95 Res./\$49.95 Bus. (512/512)
- DSL Premium - \$49.95 Res./\$79.95 Bus. (1.5/768)
- DSL Ultra - \$69.95 Res./\$129.95 Bus. (6/768)

\*\*DSL Lite Plan excluded from Commitment/Installation & Equipment Discount Program.

## DSL INSTALLATION TERMS (check one):

- 12 months – \$49.50 installation charge/\$150.50 early termination fee
- 24 months – \$0 installation/\$200 early termination fee (penalty prorated after 12 months of DSL service)
- None – \$200.00 installation/\$0 termination fee

DSL/Inside Wire Maintenance Plan (Initial one): Yes \_\_\_\_\_ No \_\_\_\_\_ (Residential \$4.95; Business \$6.95)

Initialing NO acknowledges that customer has refused the DSL/Inside Wire Maintenance Plan offered by Randolph Telephone and shall be responsible for payment of all charges for service calls to the customer's premise if it is determined that the trouble is caused by the inside wiring, jacks or customer-owned equipment and not the company's equipment.

## Section 2 – BUNDLES

### CustomChoice PLANS (check one):

- 512 Kbps DSL/10 cents a minute     512 Kbps DSL/250 minutes
- 1.5 Meg DSL/10 cents a minute     1.5 Meg DSL/250 minutes
- Unlimited
- Other: \_\_\_\_\_

### CustomChoice INSTALLATION TERMS (check one):

- 12-month commitment (consecutive) - \$200.00 installation & equipment discount
- \$200.00 installation/no commitment
- Pre-Existing DSL

Voicemail Preferences: # of rings before voicemail answers \_\_\_\_\_     I do not want voicemail with my bundle.

\*Note: A stuttered dial tone indicates a message. Voicemail instructions are available in the Randolph Regional Directory or online.

## Section 3 – Additional Services

SecureIT Plus Computer Protection (Initial one): Yes \_\_\_\_\_ No \_\_\_\_\_ (\$4.95/month)

To aid with DSL installation, please fill in the following (\*Additional charges may apply):

Username: \_\_\_\_\_ Jack near computer? Yes / No\*    Have Ethernet card? Yes / No\*  
Password: \_\_\_\_\_ Network multiple computers? Yes\* / No  
Contact #: \_\_\_\_\_ Computer operating system (i.e. WindowsXP): \_\_\_\_\_

I acknowledge I have read and am in agreement with the Randolph Telephone Acceptable Use Policy that can be found at: [www.rtelco.net](http://www.rtelco.net) or [www.rtmc.net](http://www.rtmc.net).

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Randolph Telephone Terms and Conditions

I agree to subscribe to the Randolph Telephone High-Speed DSL Internet Plan checked above, beginning on the date of installation of service. The monthly recurring rate is indicated above. Standard installation charges will apply, unless other installation promotions are in place at the time of installation. I understand that if I do not fulfill the term commitment for this agreement, I am required to pay an early termination fee based on the selected commitment term. Other charges and conditions may also apply. A credit check will be made to determine eligibility. Standard installation includes connection of the DSL service to one (1) computer. Any DSL customer who does not qualify for the free installation promotion must pay a non-refundable \$200 installation/equipment fee up front. Additional computers may be networked to the DSL service for an additional fee(s).

I understand and agree that I have requested Randolph Telephone to analyze and configure my computer system for DSL Internet services. I understand it is my responsibility to make sure that my computer system has been completely backed-up prior to any installation of hardware and/or software necessary to access high-speed data services or dial-up Internet access. The actual connection speeds experienced by the customer will vary. I understand that Randolph Telephone shall not be responsible or liable for (1) Any file loss or corruption; (2) Hardware/software failure or corruption; (3) Any hardware or software configurations which may make the system unusable; and/or (4) Electrical surges that may cause damage to connected devices. Randolph Telephone is not responsible for any problems with my computer following the installation or repair of data services. I understand that if there is a modem failure within the commitment window, Randolph Telephone will replace the modem with a comparable unit. If the modem becomes inoperable after the commitment window, then I agree to replace the modem at my expense. Randolph Telephone is not responsible for problems with my computer following the installation of high-speed data service pursuant to this agreement. I hereby waive any claims I may have to bring any action against Randolph Telephone for any of the aforementioned failures, losses or defects. I acknowledge and understand these Terms and Conditions. No other agreement, verbal or otherwise, shall be binding upon the parties hereto.

Unlimited Long Distance Terms & Conditions - Customers must subscribe to local service provided by Randolph Telephone and Randolph Telephone Telecommunications Inc. (RTTI) long distance. Calls not included in the CustomChoice Unlimited package will be billed at tariff rates. The unlimited plan is for residential voice calls terminating within the continental U.S. (excludes Hawaii & Alaska) only. This plan may not be used to place calls to on-line data services, or Internet access services. The plan may not be used for commercial use or for any services that do not involve a person-to-person conversation or voice message. Calling card services, calls to International exchanges, calls to 900 numbers, Directory Assistance, operator services, data calls, calls to Hawaii & Alaska and any other use of the line not included. Randolph Telephone reserves the right to discontinue or change service to customers on the Unlimited Long Distance Plan if the Company determines that the long distance calling patterns are atypical of normal residential usage. If the Company determines that usage is not consistent with typical residential customer usage, the customer may be subject to discontinuation of this service and additional fee or offered an alternative plan at the Company's sole discretion. Additional regulatory charges apply with package. This package may not be used to qualify for any other tariff packages; all other tariff discounts do not apply. Billing month-to-month and rates are subject to change. Randolph Telephone reserves the right to discontinue the plan at its sole discretion with due notice to the customer. All elements of bundle must be retained to qualify for package pricing.

Bandwidth, Data Storage and Other Limitations - Randolph Telephone offers multiple packages of Service with varying speeds and features and bandwidth usage limitations (not all packages are available in all areas). You must comply with the current bandwidth, data storage, electronic mail and other Limitations of Service that correspond with the package of Service you selected. In addition to complying with the limitations for specific features, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in Randolph Telephone's sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede Randolph Telephone's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. If you use excessive bandwidth (as determined by Randolph Telephone), Randolph Telephone may terminate, suspend, or require you to upgrade the Service and/or pay additional fees.

Randolph Telephone reserves the right to manage its network for the greatest benefit of the greatest number of subscribers including, without limitation, the following: rate limiting, rejection or removal of "spam" or otherwise unsolicited bulk email, anti-virus mechanisms, traffic prioritization, and protocol filtering. You expressly accept that such action on the part of Randolph Telephone may affect the performance of the Service. Randolph Telephone reserves the right to enforce limits on specific features of the Service including, without limitation, email storage (including deletion of dormant or unchecked email) and web hosting maximums. Visit Limitation of Services to learn the limits on specific features of the Service

Limitation of Liability - It is understood that Randolph Telephone is not an insurer, and that customer is responsible for obtaining any insurance coverage. Customer agrees to look exclusively to customer's insurer to recover for injury or damage in the event of any loss or injury, and releases and waives all right of recovery against Randolph Telephone arising by way of subrogation. The amount payable to Randolph Telephone hereunder is based upon the value of the services and the scope of liability as herein set forth and is unrelated to the value of the customer's property or property of others located in the customer's premises. The customer's exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever, including Randolph Telephone's negligence, shall be a refund of any service charges and fees paid to Randolph Telephone by the customer up to the time the damage is discovered. Randolph Telephone shall in no event be liable for any consequential or incidental damages of any nature, including without limitation, damages for personal injury, damages to property, or loss of business. Unless a longer period is required by applicable law, any action against Randolph Telephone in connection with this system must be commenced within one year after the cause of the action has accrued. The provisions of this paragraph shall apply if loss, damage or injury irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Randolph Telephone, its agents or employees. It is further agreed that the limitation on liability, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated Randolph Telephone companies. In the event any person not a party to this agreement shall make any claim or file any lawsuit against Randolph Telephone in any way relating to the equipment or services that are subjects of this agreement, including for failure of its equipment or services that are the subjects of this agreement, including for failure of its equipment or service in any respect, customer agrees to indemnify and hold harmless Randolph Telephone from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

Limited Warranty - If any equipment supplied by Randolph Telephone pursuant to this Service Agreement is found to be defective in material or workmanship within twelve (12) months of the date of completion or installation, then any such equipment will be repaired or replaced at Randolph Telephone's option with a new or functionally operative equipment. Labor and material required to repair or replace such defective equipment will be free of charge for a period of twelve (12) months following the completion of the original installation. This limited warranty does not apply to: a) damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse; b) failure of the customer to properly follow operation instructions provided at the time of installation or at a later date; and c) trouble due to interruption of commercial power or to the phone service. The foregoing limited warranty is in lieu of all other warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. No agent, employee or representative of Randolph Telephone, nor any other person, is authorized to modify this warranty in any respect. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Acknowledgment and Consent - Customer hereby acknowledges that Randolph Telephone has the capability to identify the URLs of the sites on the World Wide Web that the customer accesses through his or her Randolph Telephone High Speed Data Service. Customer hereby consents to Randolph Telephone's access to and use of that information to improve its High Speed Data Service offerings. If the customer does not consent to such access to and use of this information, customer can request to be designated as "anonymous." Randolph Telephone will continue to track such usage information on an aggregated basis, and will not associate such usage with customer's name or account number.

General - Randolph Telephone assumes no liability for delays in installation of equipment and line, or for interruption of service due to strikes, riots, floods, fires, acts of God or any causes beyond the control of Randolph Telephone. Randolph Telephone is not required to supply service to customers during an interruption of service should the problem persist. Customer grants permission to Randolph Telephone to enter his/her premises if necessary to perform service to equipment as agreed herein. This agreement constitutes the entire agreement between the customer and Randolph Telephone. In executing this agreement customer is not relying on any advice or advertisement of Randolph Telephone. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in the agreement shall not be binding upon any party, and that the terms and conditions hereof applied as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order, service or other document submitted by the customer.

Term and Termination: Termination Fee - This agreement will have either a month to month term or other term ("Term") as selected by you when you placed your order. At the end of the Agreement's initial Term, this Agreement will automatically renew for successive one month period ("Renewal Terms") unless either party provides the other party of its intent not to renew. If I choose to discontinue bundling services, current rates will apply for all components. Any 12-month commitment that is not fulfilled, including Bundle commitments, must pay the full early termination penalty as noted on pg. 1 of this agreement. If you terminate a 24 month Agreement before the end of the Initial Term, you agree to pay Randolph Telephone the termination fee in accordance with the following prorated chart (for contracts signed after March 1, 2008):

|                  |       |       |       |       |       |       |       |       |       |       |       |      |      |
|------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------|------|
| <u>Month</u> :   | 1-12  | 13    | 14    | 15    | 16    | 17    | 18    | 19    | 20    | 21    | 22    | 23   | 24   |
| <u>Penalty</u> : | \$200 | \$190 | \$180 | \$170 | \$160 | \$150 | \$140 | \$130 | \$120 | \$110 | \$100 | \$90 | \$80 |