

Agreement for DSL & Internet Access Services

This Agreement, made on this _____ day of _____ 200____, is by and between bright.net North Inc. and Farmers Mutual Telephone Company (collectively, the “Providers”) on the one hand, and _____, located at _____ (the “Customer”) on the other hand.

1. **Scope of Agreement.** The Providers agree to provide high speed direct Internet Access and Digital Subscriber Line (“DSL”) service (together, the “Services”) to the Customer on terms and conditions agreed to herein.

2. **Duties and Responsibilities of the Providers.** The Providers agree to provide and maintain the Services for the Customer up to the point of demarcation. The point of demarcation is defined as the Customer connection to the DSL modem.

2.1 **Internet Access:** Bright.net North Inc. agrees to provide high-speed broadband Internet up to the point of demarcation, solely for use by the Customer, and for no other entities’ use except the Customer. Data Transport represents the down-stream rate of transport of a given volume of data per second over the DSL link including connection to the Internet backbone, but does not represent a transport rate or volume of data transported over the Internet.

2.2 **DSL:** Farmers Mutual Telephone Company agrees to provide DSL service, up to the point of demarcation, solely for use by the Customer, and for no other entities’ use except the Customer.

2.3 Farmers Mutual Telephone Company will invoice the Customer monthly for the Services.

2.4 The Providers will not be responsible for any delay in delivery or performance of any of their responsibilities hereunder due to acts of God, acts or omission of any telephone network or any other occurrence commonly known as force majeure.

2.5 The Providers reserve the right to terminate service to the Customer, without notice, if there is reason to believe that the Customer is in any way violating any of the terms of this Agreement.

3. **Duties and Responsibilities of the Customer.**

3.1 **Usage:** The Customer agrees not to use the Internet access provided pursuant to the terms of this Agreement for any purpose that violates U.S., State, or local laws. The Customer agrees not to use the Internet to interfere with or disrupt network users, service or equipment. Such interference or disruption includes, but is not limited to:

- distribution of unsolicited advertising;
- propagation of computer worms or viruses;
- disruption of service provided to others; and
- use of the network to make unauthorized entry to other computational, information or communications devices or resources.

- 3.2 The Customer hereby agrees not to resell or giveaway connections or access to the DSL circuit provided under this Agreement.
- 3.3 The Customer agrees to comply with the terms and conditions of the bright.net Internet Services Customer Agreement located at <http://www.bright.net/terms/index.php>.
- 3.4 The Customer agrees not to transfer the services provided hereunder and to protect the confidentiality of his or her username and password. The Customer is solely responsible for any liability or damages resulting from Customer's failure to maintain such confidentiality.
- 3.5 The Customer's sole and exclusive remedy for any failure or non-performance of the Services (including any associated software or other materials supplied in connection with the Services) will be for the Providers to use commercially reasonable efforts to repair the Services.
- 3.6 Upon termination of the Agreement, the Customer remains liable for all outstanding charges for services and equipment used prior to termination, and agrees to return Provider-owned equipment in working condition within twenty (20) days. If Customer fails to return such equipment in working condition, the Customer agrees to pay full retail price for the equipment.
4. **Term and Termination of Agreement.** This Agreement will become effective on the date it is accepted by Farmers Mutual Telephone Company. The Initial Term of this Agreement is one (1) year and shall continue thereafter on a month-to-month basis. If the Customer terminates service before the expiration of the Initial Term, an early termination penalty of one hundred dollars (\$100) will apply. After the Initial Term, either the Customer or the Providers may terminate the Agreement upon thirty (30) days written notice.
5. **Rates:** The Customer will pay to Farmers Mutual Telephone Company, on a monthly basis, the sum of \$_____, for the DSL circuit, including Internet Access provided by bright.net North Inc. The Customer will also be charged a non-recurring charge of ninety-five dollars (\$95.00) for provisioning of the DSL circuit, which is not refundable after the circuit has been provisioned. Additional charges will apply for wiring inside the Customer's premise. The Providers reserve the right to change the rates charged to the Customer upon sixty (60) days written notice. Customer payments made after the due date are subject to penalty charges. Providers reserve the right to disconnect DSL service for non-payment. A \$20.00 Reconnect charge will apply as well as a \$50.00 deposit. _____ (Init.) I understand that I will be charged a \$50.00 deposit for non-pay.
6. **Indemnification.** The Customer agrees to indemnify and hold harmless the Providers, their subsidiaries and affiliates, officers, agents and any of their members from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to the Customer's use or misuse of the Services, or any act, error, or omission by the Customer or any user of the Customer's account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Services; or violation of any applicable law.

7. **Limitation of Liability.** In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of the Customer's remedies under this Agreement fail of their essential purpose, the Customer expressly agrees that under no circumstances shall the total liability of either bright.net North Inc. or Farmers Mutual Telephone Company to the Customer or any party claiming by, through or under the Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by the Customer for use of the Service under this Agreement during the twelve-month period preceding the date such claim first arose.

Bundle Discounts Apply Yes No

Bundle Name _____

Customer Initials _____

Farmers Mutual Telephone Company
N012 County Road 17D
Okolona Ohio

By: _____

Title: _____

Date: _____

Customer Signature: _____

Phone Number: _____

Date _____