Business Fiber Internet Service Agreement

The following agreement is between COTC Connections and Customer:

COTC Connections
P.O. Box 789
223 Broadway
Davenport, OK 74026
866-491-2424
Fax: 918-377-2506
Email: info@cotcconnections.net

Customer: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Username (will be 1st part of your email address):	**Password:**
2-16 characters, lowercase, beginning with a letter __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ Note: An existing COTC Internet customer will use its current username.	2-16 characters, lowercase __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __

Please Note: Fiber Internet Service ("Fiber") from COTC Connections is available in all areas of Central Oklahoma Telephone Co.'s telephone service area. It is also available in some areas in and around Chandler and Stroud. Site prequalification is required for Fiber service. Inside wiring, if required, is billed on a time and material basis.

COTC Connections will provide Customer with Fiber 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 Fiber data 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 Fiber plan ordered. COTC Connections will provide the Customer with the necessary Business or Residential Gateway device for connecting to the COTC Connections' Fiber data network. Customer premises equipment (with the exception of the Business or Residential Gateway, which shall remain the property of COTC Connections) shall become the property of Customer upon delivery.

Customer authorizes COTC Connections to install Fiber Internet Service to the Customer location. Customer acknowledges that its Fiber Internet Service will be billed on its COTC 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 the Fiber Internet Service.

Service Term

I agree to the following Service Term:

____ 1-Year **____ No Contract**

Fiber Maintenance Plan

I want to be protected from any additional labor or material charges that may incur from repairs to my Fiber Internet Service. This plan protects me from any trip charges or labor charges involved in isolating and repairing Fiber data trouble. This plan also covers repair or replacement of supplied Ethernet cable as well as any faulty wiring or jacks. This plan only covers equipment needed to provide the Fiber Internet service. It does not cover any PCs or networking equipment (unless provided by COTC Connections) using the Fiber Internet connection. If I choose not to take the Fiber 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. Enrollment in the telephone customer maintenance plan is a requirement. I agree to subscribe to the Fiber Maintenance Plan for a period of 12 months from the start of billing (as long as I am still subscribing to the Fiber Internet Service). Billing for the Fiber Maintenance Plan will be in advance upon receipt of this form by COTC Connections. The Fiber Maintenance Plan is $2.50 per month.

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

Description of Charges	**Amount**
Installation: $0 with 1-year (12-month) commitment or $100 for month-to-month (no contract)	
Fiber-50B (up to 50 Mbps down, up to 50 Mbps up): $74.95/month	
Fiber-100B (up to 100 Mbps down, up to 100 Mbps up): $99.95/month	
Higher-speed plans are available. Check with COTC Connections for current pricing.	
Fiber Maintenance Plan: $2.50/month	
TOTAL	

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 Fiber 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 Fiber 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 or customer-provided router that is to be connected to the Fiber equipment.
3. **an Internet network-ready end-user device** (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.

Fiber Bandwidth Available
Actual data transfer or "throughput" may be lower than Fiber 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; however, 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.

Cancellation of Service
Cancellation of this agreement prior to installation of a Fiber Internet 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
Canceling 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. 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):

Customer's Name: _____

Signature: _____

Date: _____

COTC Connections:

Connections Rep: _____

Signature: _____

Date: _____

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