



DTC Installation & Service Agreement

This Installation & Service Agreement, including the referenced documents hereto (the “Agreement”), sets forth the terms and conditions under which Delhi Telephone Company (“DTC”) will install and provide Service(s) to you. This Agreement is entered by you (“Customer” or “You”) for you and members of your household and by DTC for itself and its subsidiaries and affiliates that provide the service(s).

This Agreement explains important details concerning the installation and provisioning of service(s) provided by DTC and your obligation(s) to understand in order to obtain and keep said service(s).

The following topics, among others, are explained in the Agreement:

- DTC does not guarantee the availability of any particular bandwidth, download or upload speeds or suitability of use of our internet for a particular purpose.
- DTC may amend this Agreement at any time by posting revisions on the DTC website.
- The DTC website is www.delhitel.com
- You may not use DTC Internet Service(s) to operate a customer-based server of any type.
- You are responsible for the security of your own computer and for preventing use of your DTC Internet Service(s) by others.
- DTC is not responsible for any bugs, viruses, Trojan Horses, worms, spyware or other damaging software you encounter when you access the Internet using DTC Internet Service(s).
- You may have to pay a re-connect fee if your DTC Service(s) is disconnected for non-payment or violation of this Agreement and is subsequently reconnected.
- You agree to indemnify and hold DTC harmless against any cost, claim, liability or expense arising from or related to your use of DTC Service(s)

DTC SERVICE

As used in this document:

- "Customer" means the individual in whose name the service account is maintained. The Customer is responsible for all charges on the account.
- "Equipment" means one or more of the following: router, access point, switch, set top box and all components including, power supply and component cables, remote control, coaxial, or any other device installed or activated in or around the Home, or provided by DTC necessary or convenient for a Customer to receive services from DTC.
- "Home" means the structure in which the Customer lives or conducts business, including a single-family home, apartment, other residence, or any other type of dwelling unit.

SERVICE-RELATED EQUIPMENT

DTC will install and maintain outside line and service equipment on the Customer's property as may be necessary to deliver the services to the Home. All equipment other than inside wire and outlets installed by DTC will remain the property of DTC, free from any claim of Customer or any third party who succeeds to possession or ownership of the Customer's Home, but subject to any legal requirements or conditions.

The installation of equipment, inside wiring and other materials will be performed by DTC. The Customer agrees not to attach unauthorized devices to DTC's equipment without prior consent from DTC. If the Customer makes any unauthorized connections or modifications to DTC's equipment, or any other part of DTC's network, the Customer will be in breach of this Agreement and DTC will have the right to terminate service(s). DTC recommends that you unplug equipment during any storm with lightning potential.

Digital set top boxes may be necessary to receive DTC cable service. Set top boxes will be provided to you based upon a monthly fee. Additionally, DTC has remote controls specifically designed for the digital set top boxes that DTC supplies and may offer universal remote controls that can control multiple devices. If a Customer desires to purchase a remote control from a retail store, he or she should contact DTC prior to purchase for more information.

DTC is not responsible for problems relating to the operation of consumer electronic equipment that may be connected to DTC's service(s). A Customer should not attempt to open, change or repair any DTC equipment. DTC is responsible for fixing its equipment that may have defects. Problems caused by tampering, neglect or abuse will be remedied at the Customer's expense.

The equipment installed by DTC always belongs to DTC. **The Customer is responsible for returning all equipment provided by DTC to DTC when the Customer stops receiving service, regardless of whether service is terminated by the Customer or by DTC. The Customer is responsible for repair, replacement and other costs, damages, fees and charges if equipment is not returned to DTC or is returned in a damaged condition. If a Customer moves, it is important that DTC equipment be returned and not left at the location where service was terminated. The equipment must be returned to DTC or a DTC agent or representative, in good working order, normal wear and tear accepted, or else the Customer will be charged for a replacement, for all repair charges for damaged equipment, and for any other charges to make DTC whole related to each piece of equipment not returned as required.**

Any damage to DTC equipment, other than normal wear and tear, will be the Customer's responsibility, and the Customer will be required to pay DTC for the repair or replacement of such equipment. The Customer will be responsible for paying all costs incurred by DTC, including but not limited to attorneys' fees and costs, investigator fees, witness fees and court costs. The Customer is responsible for preventing the loss of or damage to DTC equipment within the Customer's Home.



All installations, repairs and custom work may be subject to a charge.

DTC is not responsible for problems with the operation of, nor does it provide maintenance service for the Customer's personal equipment even if it is attached to DTC's equipment.

None of the equipment supplied by DTC is intended to become a fixture or a part of the Customer's real property in any way. The equipment supplied by DTC may be removed by DTC at any time during or following termination of the Customer's service, whether due to nonpayment for service or otherwise, and each Customer is required to allow DTC access to the premises for such purposes.

Should you experience equipment problems, replacement equipment may be obtained by calling DTC to schedule an appointment or returning and exchanging the equipment in person at the DTC's office.

If a Customer is moving out of the service area or needs to disconnect, they should visit or call DTC to place a disconnect order and to make arrangements for the return of any equipment supplied by DTC. Charges may continue until all equipment has been returned to or picked up by DTC.

EQUIPMENT USAGE TERMS

DTC will deliver to the subscriber's premises the necessary equipment for subscriber's use, in connection with this Agreement. The equipment is and shall remain the sole property of DTC. All equipment is uniquely identifiable and addressable. DTC may deactivate it remotely without advance notice or permission of the subscriber. With regard to such equipment, the subscriber agrees:

- a) To use the equipment for the purpose of receiving the service ordered from DTC and for no other purpose;
- b) To prevent any connections to the equipment which are not expressly authorized by DTC, any such unauthorized connection or tampering is considered unlawful. You understand that you may be criminally liable for theft of service for such unauthorized connections and that any unauthorized equipment found attached illegally may be confiscated by DTC;
- c) To prevent tampering, altering, or repair of the equipment by any person other than authorized personnel;
- d) To assume complete responsibility for improper use, damage, or loss of such equipment regardless of cause;
- e) To return the equipment in good condition, ordinary wear and tear resulting from proper use accepted, after service is disconnected. If the equipment is not returned, the subscriber's account will be billed accordingly;
- f) Customer agrees that they are responsible for the equipment, associated wires and remote control(s) until returned to DTC. Any total destruction, damage or loss would result in customer's account being charged the full amount for equipment.

ACCESS TO CUSTOMER'S PREMISES

The Customer authorizes DTC, or its designee, to make connections and perform other tasks which are necessary or desirable to enable DTC to provide services, including connecting and making necessary attachments to customers inside wiring or other DTC equipment. The Customer authorizes DTC, or its designees, to enter into their premise in the Customer's presence or the presence of their representative, or upon the property outside the Customer's premise, at any time during normal business hours or by appointment, to install, inspect, maintain, replace, remove or otherwise deal with the services and equipment supplied by DTC. The Customer should ask for proper identification. The Customer also grants DTC permission to run cable and to drill holes as necessary in or into the Customer's premise - in standard installation locations or other locations agreed to jointly - to connect DTC services and equipment, and to place inside wiring.

The Customer is responsible to procure all consents required for any installation. The Customer guarantees the consent of any other person, firm or institution whose consent may be required, to the entry upon the Customer's property by DTC for the purposes of installation, maintenance and removal of equipment and inside wiring, and to the continuous use by DTC, without hindrance, of any existing or future public utility easement on or through Customer's property or the property where the Customer's premise is located. This authorization includes the right for DTC or a DTC designee to be on any property outside the Customer's Home at reasonable times, even if the Customer is not at Home. If the Customer is not the home or property owner, they agree to supply DTC or a DTC designee, upon request, with the owner's name and address, proof of consent to access the home and/or property, and to use any public utility easement.

LIMITED WARRANTY, LIMITATION OF LIABILITY, INDEMNIFICATION

DTC makes no warranty or representation regarding any results that may be obtained for the use of DTC services, regarding the accuracy or reliability of any information obtained through DTC services, regarding goods or services purchased or obtained through DTC services, regarding any transactions entered into through DTC or its services, or that DTC services will meet any user's requirements, be uninterrupted, timely, secure or error-free. The Customer assumes responsibility and risk for all use of the service(s) by any person. This warranty gives the Customer specific legal rights. The Customer also may have other legal rights.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, DTC DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE OR NON-INFRINGEMENT OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

DTC will not be liable for any delay or failure to perform its obligations, including interruption in service, if such delay or non-performance arises in connection with any acts of God, fires, earthquakes, floods, strikes or other labor disputes, unusually severe weather; acts of any governmental body, or any other cause beyond Company's reasonable control.



DTC WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF DTC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING THOSE RESULTING FROM THE USE OF OR THE INABILITY TO USE DTC SERVICES, EQUIPMENT OR INSIDE WIRING.

The Customer agrees to indemnify, defend and hold harmless DTC, its affiliates, officers, directors, employees, consultants, representatives and agents from any and all third-party claims, liability, loss, damages and/or costs (including, but not limited to, attorney's fees and costs) arising from all use of DTC services, any violation of the terms of service or infringement of any intellectual property or of other rights of any person or entity. The terms of service will ensure the benefit of DTC, its successors, assigns, and licensees.

LIMITATIONS ON USE OF SERVICE(S)

- (a) The service(s) DTC provides and the way DTC delivers the service(s) may change from time to time, in part due to our efforts to improve them. These changes may impact the service(s) you receive today, or may require that you change your own equipment or its configuration, or lease new or additional equipment from DTC, to continue to obtain the full benefit of those services. If you are under a promotional or other offering with a set price, for a period of time, you are assured only that you will be charged the set price during the time specified. You are not assured that the service(s) you receive (or that DTC equipment and system requirements) will remain the same.
- (b) If you knowingly access service that you have not paid for, or damage or alter DTC equipment (or use third party equipment) in order to obtain service that you have not paid for, you will have breached this Agreement and possibly subjected yourself to statutory damages, fines or imprisonment. DTC can always enforce their rights with respect to theft of or tampering with DTC service(s).
- (c) DTC will conduct maintenance from time to time that may interrupt service(s).

SERVICE PROBLEMS

- (a) DTC will attempt to correct service problems caused by DTC equipment or software but DTC is not required to install, service or replace other equipment or software. Depending on the circumstances, DTC may charge you for service calls. For more information, please contact the Business Office.
- (b) DTC has no obligation to compensate you for service problems that are beyond reasonable control. Examples of problems beyond reasonable control include those caused by storms and other natural disasters, vandalism, terrorism, regulations or governmental acts, fires, civil disturbances, electrical power outages, computer viruses or strikes.
- (c) Local law may impose other outage credit requirements with respect to some or all of the service(s). If this is the case, DTC will follow the law.
- (d) DTC service(s) may not work with equipment, software or services that we did not provide to you.

CHANGES TO OUR AGREEMENT

- (a) DTC may change this Agreement by amending the online version of the relevant document. Unless you have entered into an Addendum that ensures a fixed price for a period of time, DTC may also change the prices for services or the manner in which you are charged for them.
- (b) If you continue to use the service(s) following any change in our Agreement, prices or other policies, you will have accepted the changes (in other words, made them legally binding). If you do not agree to the changes, you will need to contact the office to cancel your service(s).
- (c) Any changes to this Agreement are intended to be prospective only. In other words, the amended version of the relevant document only becomes binding on you as of the date that DTC makes the change.

ENFORCEMENT OF THE AGREEMENT

- (a) If DTC thinks you have violated the Agreement, DTC has the right to suspend or terminate any or all of your service(s) without prior notification.
- (b) DTC does not waive (in other words, give up) any rights under the Agreement just because DTC has not previously enforced such rights. To be legally binding on DTC, any waiver that is granted must be in writing. If DTC waives a violation of the Agreement, it does not mean that DTC is waiving other rights, including in respect of earlier or later violations.

SERVICES ARE NOT GUARANTEED AND LIABILITY IS LIMITED

- (a) DTC SERVICES ARE NOT GUARANTEED TO WORK OR TO BE ERROR FREE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. THIS INCLUDES SO-CALLED "IMPLIED WARRANTIES" (SUCH AS THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IF THE LAW WHERE YOU LIVE SAYS DTC CAN NOT EXCLUDE CERTAIN WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED.
- (b) DTC WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED ON BREACHES OF THIS AGREEMENT OR YOUR RELATIONSHIP WITH DTC, REGARDLESS OF THE BASIS OF ANY CLAIM. FOR EXAMPLE, DTC IS NOT LIABLE TO YOU FOR LOSSES OR DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SERVICE(S), EQUIPMENT OR SOFTWARE. IN NO EVENT WILL DTC BE REQUIRED TO CREDIT YOU AN AMOUNT IN EXCESS OF YOUR SERVICE FEES FOR THE MONTH DURING WHICH YOU SUFFER ANY LOSSES OR DAMAGES.
- (c) THE SERVICE(S), EQUIPMENT AND SOFTWARE, AND THE COMMUNICATIONS YOU MAKE USING THEM, MAY NOT BE SECURE. YOU ARE RESPONSIBLE FOR SECURING YOUR COMMUNICATIONS AND DATA. DTC WILL NOT BE RESPONSIBLE IF A THIRD PARTY GAINS ACCESS TO YOUR SERVICE(S), EQUIPMENT, COMMUNICATIONS OR DATA.
- (d) DTC SERVICE(S), EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE OR LOSS TO YOUR OWN SERVICES, EQUIPMENT, SOFTWARE AND DATA. DTC IS NOT RESPONSIBLE FOR ANY SUCH DAMAGE OR LOSS. FOR EXAMPLE, DTC MAY, AT THE REQUEST OF THE MANUFACTURER OF ANY THIRD PARTY DEVICE THAT YOU HAVE CONNECTED (OR AUTHORIZED US TO CONNECT) TO OUR NETWORK, DOWNLOAD



SOFTWARE TO SUCH DEVICE, WHICH MAY CHANGE ITS FEATURES AND FUNCTIONALITY. DTC IS NOT RESPONSIBLE FOR THESE DOWNLOADS OR ANY RESULTING LOSSES OR DAMAGES.

TERM OF AGREEMENT; TERMINATION OF SERVICE

- (a) DTC may terminate your service(s) at any time for any or no reason.
- (b) If you wish to terminate service(s), you must notify DTC and return DTC equipment to the business office.
- (c) You cannot terminate service(s) by writing "canceled" or any other message on your bill or check.

YOU MAY NOT TRANSFER YOUR RIGHTS OR RESPONSIBILITIES TO ANOTHER PERSON

Except with DTC consent, you may not transfer or assign service(s), the equipment or your obligation to comply with our Agreement.

SERVICE & INSTALLATION

Installation and service call appointments are scheduled in advance. If DTC cannot meet a scheduled commitment, DTC will attempt to notify you and reschedule the appointment for a convenient time.

SERVICE INTERRUPTIONS

DTC maintains a high standard of technical operations and respond promptly to most service interruptions. On occasion, service interruptions may arise due to unforeseen problems such as power outages, electrical storms, severe weather conditions, equipment failures, auto accidents involving utility poles, and in some cases, loss of signal at the origination point of the program.

By signing below, you acknowledge that you have read, fully understand, and agree to this Agreement, including the Billing Practices and Internet Acceptable Use Policy. You agree that prior to the installation of DTC Service(s) that your equipment is functioning properly, and to your satisfaction. You agree that DTC can have access to your premises for the purpose of installing service(s) and that a responsible representative will be present. If applicable, you sign this agreement with the knowledge and full authority of the individual with whom this service(s) will be invoiced.

Phone Number: _____

Account Name: _____

Signature: _____

Date: _____

Print Name: _____