

**NEFCOM COMMUNICATIONS**

**904-259-9991**

**Technical Support 24-Hour Help Desk: 1-866-272-4943**

**Residential High-Speed Internet Service Agreement**

Customer Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

**Service Options and Charges**

NEFCOM eXtreme Lite High-Speed Internet Access<sup>1</sup>:

\_\_\_ \$26.95 per month (24 months contract)

\_\_\_ \$36.95 per month (12 months contract)

NEFCOM eXtreme Enhanced High-Speed Internet Access<sup>1</sup>:

\_\_\_ \$44.95 per month (12 months contract)

Note 1: Speeds for the eXtreme Lite packages are up to a maximum of 128 Kbps Up Stream and 384 Kbps Down Stream. The eXtreme Enhanced High-Speed package speeds are up to a maximum of 512 Kbps Up Stream and 6.0 Mbps Down Stream. See Service Level Agreement on reverse side of this form for actual factors that may cause speeds to vary.

**Installation Services**

\_\_\_ **Free Contractual Installation.** If Customer agrees to maintain NEFCOM eXtreme High-Speed Internet Service for a minimum contract period of 12 months or 24 months, installation will be provided free of charge. Should Customer discontinue NEFCOM eXtreme High-Speed Internet Service within the contract period, NEFCOM Communications will bill Customer for the full installation cost, plus any remaining charges, on Customer's next statement. Customer will be charged \$25.00 to move the service to a different address.

\_\_\_ **Noncontractual Installation.** The noncontractual charge for installation of NEFCOM eXtreme High-Speed Internet Service is \$275.00, which includes wiring and programming to the Telephone Demarcation Point (modem or jack). The modem equipment is the property of NEFCOM Communications. Connection to other devices and/or any other work performed will be billed at \$75.00 per hour, with a one-hour minimum charge.

**Customer System Requirements**

System Type: \_\_\_ 9X \_\_\_ ME \_\_\_ NT \_\_\_ 2000 \_\_\_ XP \_\_\_ MAC \_\_\_ Vista \_\_\_ Other

Ethernet Card: \_\_\_ Yes \_\_\_ No

Virus Protection: \_\_\_ Yes \_\_\_ No

\_\_\_ **File and Print Sharing Off** – File and Print Sharing should be turned off on Customer's computer. If they are turned on, there is a potential that other users on the Internet could access Customer's computer system and/or files. By initialing here, Customer acknowledges understanding of the above statement and takes full responsibility for any and all damage to Customer's computer system and/or files should Customer leave the File and Print Sharing turned on.

\_\_\_ **Surge Protection and Grounding** – Customer agrees to properly surge-protect the computer equipment and any additional devices attached to said equipment. NEFCOM Communications is not responsible for any conditions, outages, or problems that result due to power surges and/or lack of surge protection.

\_\_\_ **Firewall Protection** – NEFCOM Communications is not responsible for any external intrusion to Customer's network equipment. Customer is responsible for providing firewall protection in an effort to help prevent intrusions. Since this service is an "Always On" connection, it is NEFCOM Communications' recommendation that Customer have appropriate firewall protection on Customer's equipment when using NEFCOM Communications' eXtreme High-Speed Internet Service.

**E-mail Accounts**

E-mail address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Password: \_\_\_\_\_

I have read and understand the provisions of this agreement and certify that the above information is current and accurate.

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
NEFCOM Communications' Witness

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS APPLICABLE TO HIGH-SPEED INTERNET AGREEMENT

### **AGREEMENT**

By signing this document, Customer agrees to subscribe to NEFCOM eXtreme High-Speed Internet Service identified hereon, in accordance with the terms and conditions set forth below, subject to acceptance by NEFCOM Communications. NEFCOM Communications will give Customer thirty (30) days' advance notice in writing of any changes in the terms and conditions of this agreement. **Customer hereby agrees to accept such future changes as amendments to this agreement, if Customer does not notify NEFCOM Communications in writing, within thirty-five (35) days of the date of such advance notice, that Customer does not accept one or more of the changed terms and conditions.** If Customer gives notice in writing that Customer does not accept certain changed terms or conditions, NEFCOM Communications has the option to rescind the proposed change or cancel Customer's service.

### **CONTRACT PERIOD**

The initial contract period shall commence on the first day that Customer receives service (date is shown under "Other Charges and Credits" in Internet section of Customer's first bill) and shall terminate exactly 12 months or 24 months (as specified on the reverse side) thereafter. If Customer discontinues service before the contract expiration date, Customer will owe the amount remaining through the end of the contract period, in addition to the installation fee. After expiration of Customer's initial contract period, Customer's NEFCOM eXtreme High-Speed Internet Service agreement will be renewed automatically on a month-by-month basis. Customer must notify NEFCOM Communications in writing thirty (30) days before the expiration date of the current contract period if Customer does not want the agreement to be renewed automatically for the next month.

### **BILLING OF SERVICE**

Customer agrees to pay the amount stated on the front of this agreement by the due date shown on Customer's monthly bill. Monthly recurring charges are billed one month in advance. The installation fee, any applicable equipment charges, prorated monthly recurring charges from date of installation, and monthly recurring charges for the first full month of service will be included in the initial billing. If Customer's installation fee and/or recurring charges are paid in advance, that amount will be credited to Customer's first bill. Customer is responsible for all charges within the terms and conditions set forth in this agreement.

All bills are due and payable on or before the 15<sup>th</sup> of each month. If Customer's payment is received after that date, a delinquent notice will be mailed to Customer indicating a disconnection-of-service date. If Customer does not pay such amounts when due, Customer may be billed a late payment charge up to the maximum allowed by law.

### **DISCONNECTION OF SERVICE**

Customer may discontinue service upon written notification to NEFCOM Communications, after which Customer will still be subject to payment of all applicable charges. No initial charges shall be refunded once NEFCOM Communications has accepted this contract.

NEFCOM Communications has the right to discontinue Customer's service without notice if payment is more than 30 days in arrears, if Customer fails to honor the terms of this agreement, if Customer violates the rules or regulations of the Federal Communications Commission (FCC), or if Customer uses the designated service for unlawful or prohibited purposes.

If Customer's service is disconnected for nonpayment of Customer's bill, a reactivation fee may apply if the service is resumed. Customer will be liable for any costs (including reasonable attorneys' fees) relating to collection of the amounts owed.

### **SERVICE LEVEL AGREEMENT**

Based upon network availability, NEFCOM eXtreme High-Speed Internet Service is a "best efforts" service that can provide Up Stream speeds ranging from 128 Kbps to 512 Kbps and Down Stream speeds ranging from 384 Kbps to 6.0 Mbps, based upon the package selected by Customer. The actual speeds experienced by customers may vary and depend on several factors, including, but not limited to, customer location, destination on the Internet, traffic on the Internet, interference with a high frequency spectrum on the customer's telephone line, and other devices that may be attached to the same cable pair. No minimum level of speed is guaranteed.

### **UNLAWFUL OR PROHIBITED SERVICE USE**

Customer is personally responsible for all use of the service under Customer's ID, even if a second party is allowed to use the ID. Enrolling or using any ID on the service under a name other than that to which the ID is assigned is prohibited.

Customer agrees that NEFCOM eXtreme High-Speed Internet Service and Customer's ID will not be used for illegal, fraudulent, abusive, or otherwise prohibited purposes. If NEFCOM Communications has reason to believe the service provided is being used for unlawful or prohibited purposes, NEFCOM Communications may discontinue or deny the service and report such use to law enforcement authorities.

NEFCOM Communications provides High-Speed Internet Service on a retail basis to Customer. Customer agrees to utilize the service exclusively and to not provide access to third parties, either through "sharing" or "resale." Provision to a third party of Web Page Hosting and Caching is prohibited with Customer's NEFCOM eXtreme High-Speed Internet Service connection. Any offering of services prohibited within this agreement would be a breach of this agreement, and termination of the High-Speed Internet connection would occur upon determination of these services being offered.

### **DAMAGE TO RENTAL EQUIPMENT**

Customer agrees to protect any and all equipment owned by NEFCOM Communications and placed at Customer's site for provision of this service. Customer agrees to not alter, tamper with, or remove the equipment from the address noted on this agreement, nor to allow others to do so. Customer shall promptly notify NEFCOM Communications of any damage to the equipment. Neither this agreement nor the equipment rented is transferable by Customer. If Customer sells, vacates, rents or sublets the property wherein the equipment is installed, Customer shall inform NEFCOM Communications at least five days prior to such change. Upon discontinuance of service by either party, this rental agreement shall terminate, and all equipment hereunder shall be immediately returned to NEFCOM Communications. Customer agrees to pay all costs to repair any damages, other than normal wear, and the cost of replacing any missing components. Customer agrees to pay reasonable attorneys' fees and costs incurred in enforcing the terms of this agreement. If the equipment is destroyed beyond repair due to neglect, abuse, fire, or acts of God, Customer agrees to pay full retail replacement cost for destroyed equipment.

### **HOLD HARMLESS AGREEMENT**

NEFCOM Communications is not responsible for any personal computer or network malfunctions and/or damage to Customer's hardware or software, nor is it responsible for any real or potential revenue losses associated therewith. Customer agrees to hold NEFCOM Communications harmless from any damages whatsoever from Customer or Customer's agents, associates, clients, etc.