

DTC Internet Installation & Service Agreement Business Accounts

This DTC Internet Installation & Service Agreement, including the referenced documents hereto (the "Agreement"), sets forth the terms and conditions under which DTC will install and provide Internet Service to you. This Agreement is entered by you ("Customer" or "You") for your business and by DTC for itself and its subsidiaries and affiliates that provide the internet service(s).

This Agreement explains important details concerning the installation and provisioning of internet 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 Web-site.
- The DTC website is <u>www.delhitel.com</u>
- 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 Internet Service(s) is disconnected for non-payment or violation of this Agreement.
- You agree to indemnify and hold DTC harmless against any cost, claim, liability or expense arising from or related to your use of DTC Internet Service(s)

Installation

- Standard installation shall be provided free of charge and shall include: Spam Filter & Virus protection for delhi.net email accounts; 10 delhi.net email accounts (when requested), 2 Static IP Addresses (when requested)
- You understand that additional wiring, hardware, and other devices may be necessary in or in association with your computer for the Internet Service(s) to function. You understand that if you authorize the installation of such items which are not included within the program you have selected, you will be assessed a fee at a rate of \$75.00 per hour plus materials.
- You understand DTC assumes no responsibility for damages resulting from incompatibility of hardware or software with your PC, or your applications.

<u>Equipment</u>

- You understand that internet equipment is sensitive to environmental elements such as temperature, humidity, and moisture that are beyond the control of DTC and that adequate protection is a necessity.
- You release DTC from any responsibility for problems due to incompatibility of your hardware/equipment to our network/service.
- You understand and agree that the computer hardware and software modifications performed by DTC on your equipment may result in hardware, software, or applications incompatibilities and you agree that it is your responsibility to resolve these non-Internet issues

<u>Tech Support</u>

- You understand and accept the requirement that in the event that technical assistance is needed to resolve a question pertaining to DTC's Internet Service you must contact **DTC Tech Support at 888-276-8130.**
- You understand that DTC Tech Support is limited to those items/ issues as outlined on the DTC Website and that you are responsible for all other issues or concerns.
- In the event of an outage you must contact DTC Tech Support at the above number and answer several brief questions: Name of Caller, Contact Number, Business Name, Description of Issue
- You will be advised that your ticket will be escalated immediately and that you will be contacted by a DTC representative within two (2) hours. The 2 hour response time refers to normal business hours (M-F 8am to 5pm only). Any restoral/resolution may take longer.
- DTC will contact the designated representative within two (2) hours and provide status of the situation. DTC will continue to contact every two (2) hours after the initial contact providing a status report (M-F 8am to 5pm only). Note, a different notification is allowed if mutually acceptable by Customer and DTC.
- You understand that you will be assessed a fee at a rate of \$75.00 per hour plus materials for work performed by a DTC technician when working on hardware, software, or applications owned by you.



Service

- You agree to a Minimum Term of Service to commence on the date of installation and continue for twenty-four (24) months. Failure to complete the Minimum Term will require you to pay an Early Termination Fee of \$250.00.
- You understand and agree to the terms of the Internet Acceptable Use Policy.

Payment

- You understand and accept the DTC Terms and Conditions Policy
- You understand that if you have telephone service through DTC and it is disconnected for non-payment, that you internet service(s) will also be disconnected and that you understand that there is a \$25.00 Re-Connect Fee to re-establish your internet service.

By signing below, I acknowledge that I have read, fully understand, and agree to this Agreement, including the Internet Acceptable Use Policy and the Terms and Conditions. I agree that prior to the installation of the DTC Internet Service(s) that my computer(s) are functioning properly, and to my satisfaction. I agree that DTC can have access to my premises for the purpose of installing Internet or Internet related service(s) and that a responsible representative will be present. If applicable, I sign this agreement with the knowledge and full authority of the individual with whom this service(s) will be invoiced.

Signature	Date
Print Name	
Contract Date :	Phone #:
End Date	
Notes:	

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