



## FTTH Internet Agreement

The following agreement is between Salina Spavinaw Telephone Company, Inc., and Customer:

Salina Spavinaw Telephone Co., Inc.  
 PO Box 600  
 Salina, OK 74365  
 918-434-5392      FAX: 918434-6960  
 salina@sstelco.com

CUSTOMER: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

Please Note: Fiber to the Home (FTTH) Internet service from Salina Spavinaw Telephone Co., Inc.(SST) is available in designated SST service areas only. Telephone service from SST and site prequalification is required for FTTH service. Inside wiring, if required, is billed on a time and material basis.

SST will provide Customer with FTTH Internet access to connect Customer's service location, as specified in this Agreement, to the Internet, see the following terms and conditions.

Upon acceptance of this Agreement, SST will install to customer's service location a FTTH data circuit for the agreed-upon Service Term. SST will provide Internet Access and a Dynamic or Static IP addressing based on FTTH plan ordered. SST will provide the Customer with the necessary Optical Network Terminals device for connecting to SST's FTTH data network. Customer premises equipment (with the exception of the Optical Network Terminal, which shall remain the property of SST) shall become the property of Customer upon delivery.

Customer authorizes SST to order the installation of FTTH Internet service to the Customer location. Customer acknowledges that FTTH Internet service will be billed on their monthly SST bill and agrees to pay an one time installation fee of \$100 without a one year agreement. 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 FTTH Internet service.

<b>Service Term:</b> _____ <b>1-Year</b> _____ <b>Month to Month</b>	
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I want to be protected from any additional labor or material charges that may incur from repairs to my FTTH Internet service. This plan protects me from any trip charges or labor charges involved in isolating and repairing FTTH data trouble. This plan also covers repair or replacement of supplied Ethernet cable as well as any faulty wiring or jacks for FTTH Internet service. This plan only covers equipment needed to provide the FTTH Internet service. It does not cover any PCs or networking equipment using the FTTH Internet connection. If I choose not to take the FTTH Maintenance plan, I will be assessed a trip charge of \$60.00 to isolate trouble and a networking rate of \$75 per 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 for coverage of telephone jacks and wiring. I agree to subscribe to the FTTH Maintenance Plan for a period of 12 months from the start of billing (as long as I am still subscribing to the FTTH Internet Service). Billing for the FTTH Maintenance Plan will be in advance upon receipt of this form by SST. The FTTH Maintenance Plan is \$5.95 per month and does not include the telephone line maintenance plan.

\_\_\_\_\_ **Yes, I want the FTTH Maintenance Plan**                      \_\_\_\_\_ **No Plan**

Description of Charges	Amount
Sale of Router \$115.00 plus tax	
<b>FTTH 25</b> \$39.95/month <b>\$10 per month discount available with one year contract</b>	
<b>FTTH 100</b> \$59.95/month <b>\$10 per month discount available with one year contract</b>	
<b>FTTH 500</b> \$89.95/month <b>\$10 per month discount available with one year contract</b>	
<b>FTTH 1 GIG</b> \$99.95/month <b>\$10 per month discount available with one year contract</b>	
<b>STATIC IP ADDRESS \$20.00 PER MONTH</b>	
<b>Sale of battery for Power Outages \$225.00</b>	
<b>Installation Charge \$100</b> <b>No installation charge with 1 year agreement</b>	

**General Terms and Definitions**

The Customer ordering any products or services from Salina Spavinaw Telephone Co., Inc. (SST) is hereafter referred to as Customer. By accepting products and/or services provided through SST, Customer agrees to observe and abide by all of the terms and requirements specified in this agreement.

**Disclaimer of Liability**

Customer acknowledges that SST makes no warranty of any kind, express or implied, regarding the reliability or suitability for a particular purpose of its FTTH or Internet services. SST disclaims any warranty of merchantability or fitness for a particular purpose. No oral advice or written information given by SST, 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 SST 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 FTTH 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 SST/Salina Spavinaw Telephone Co., Inc... Under no circumstances do any such errors, delays, loss of information, or interruptions in service nullify or modify this agreement entered into by SST and the Customer. SST reserves the right to refuse or terminate service to Customer at any time. The account holder agrees to indemnify and hold Salina Spavinaw Telephone Co., Inc.(SST), harmless from any claims, including attorney's fees, resulting from the account holder receiving SST/Salina Spavinaw Telephone Co., Inc. 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 SST. 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 SST or its Customers. Customer agrees that under no circumstances will the Customer use SSTs' 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 SST. 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.

Salina Spavinaw Telephone Company, Inc. manages its network with the goal of delivering a fast, safe and uncompromised broadband Internet experience to all of its customers. But, high-speed bandwidth and network resources are not unlimited. Managing the network is essential for the promotion of the best possible broadband Internet experience by all of Salina Spavinaw Telephone Company, Inc.'s customers. The company uses reasonable network management and test practices that are consistent with industry standards. In addition, Salina Spavinaw Telephone Co., Inc. is required by the FCC to test a random set of customers for speed and latency periodically during the year. By using this service, the customer agrees to allow Salina Spavinaw Telephone Co., Inc. to perform these tests. Salina Spavinaw Telephone Company Inc. tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet

**Service Plans and Term Commitment**

Customer agrees not to use the services provided by SST in a manner prohibited by any federal or state law or to resell Internet services. Month to Month FTTH customers will be charged a higher monthly rate and an installation charge of \$100. FTTH customers signing a twelve (12) plan will received a \$10 per month discount and no installation fees.. If customer terminates service prior to the end of contract, customer will be required to pay a \$150 termination fee. The SST 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. **USER IS NOT ALLOWED TO RESELL THIS SERVICE OR RUN A PUBLIC SERVER.** See [www.sstelco.com](http://www.sstelco.com) for additional Acceptable Policy rules.

**FTTH Bandwidth Available**

Actual data transfer or "throughput" may be lower than FTTH sync-rate due to Internet congestion, server or router speeds, protocol overheads, and other factors that cannot be controlled by SST.

**Inside Wiring**

SST will install one RJ45 jack, free of charge, at installation. If additional new jacks 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 SST for the installation for said jack and wire.

**Early Termination Fee**

Canceled of the agreement shall be in writing or by phone. An Early Termination Fee of \$150.00 per account may be assessed against Customer in the event that Customer terminates this agreement 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.

**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 Pryor, Oklahoma, or a federal court located in Tulsa, Oklahoma.

**Assignment**

Customer may not assign or transfer their rights or obligations under this agreement, and any attempted assignment 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):**

**Salina Spavinaw Telephone Co., Inc. Internet Services**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_ Customer Initials

**By signing this contract, I acknowledge, I have been advised that my fiber to the home service will not work without electricity. Salina Spavinaw Telephone Co., Inc. has provided me information on purchasing a backup battery for emergency power for up to 24 hours. I understand without electricity my telephone, Internet, or 911 services will not work.**