211 22<sup>nd</sup> Street NW Devils Lake, ND 58301 701.662.1100 800.880.4213



## SafeTNet SERVICE AGREEMENT

NDTC's SafeTNet is a redundant Internet connection provided to businesses in case their primary link to the Internet goes down. This back-up connection will allow the customer to continue conducting business as usual.

High speed Internet access is always *on*, available (as long as your computer is on) and not shared with other users. It is perfect for personal web surfing or setting up your own Internet servers.

The undersigned ("Customer") has agreed to subscribe to data Internet Service from North Dakota Telephone Company ("NDTC").

Security/Firewall Issues: Customer acknowledges that there are certain security issues that exist in any data network. If Customer has not installed a firewall between it and other data users on the NDTC system, there is a risk that other users on NDTC's data network, and/or, anybody on the World Wide Internet, may wrongfully or inadvertently access Customer's electronic contents. NDTC has no control over the actions of third parties and therefore makes no warranties that such activities will not occur. In simple terms, if a firewall is not properly used, anybody anywhere in the world may observe or change what is on any computer(s) attached to the Internet. NDTC strongly recommends that all customers connecting computers or network systems to the Internet or other systems use a firewall as the minimum step in securing their information.

Customer agrees and warrants that it will not wrongfully access any other NDTC data customer's electronic contents. In the event of Customer's breach of this duty, Customer agrees to indemnify and hold harmless NDTC for any claims, costs, or expenses arising out of such wrongful activity. Any breach of this obligation will subject the responsible individual to damages to the data customer whose rights have been violated, and may constitute grounds for criminal prosecution.

Lifeline and security services are not recommended to be used on or in conjunction with high speed services as the availability and quality of service cannot be guaranteed.

NDTC may terminate any individual or suspend any member's access to all or any part of the service without notice for conduct that NDTC believes is a violation of this agreement or any policies or guidelines posted by NDTC on the service or for other conduct that NDTC believes harmful to others.

Customer agrees to hold NDTC, their subsidiaries, officers, directors, agents and any of the members harmless from any liability arising from special, indirect, or consequential damages including but not limited to lost profits, loss of opportunity of any other loss which may result from the use of, misuse of, or lack of availability of NDTC or their facilities.

All high speed connects and reconnects are subject to a credit history check. A deposit may be required upon evaluation.

Operating system disks (i.e. Windows) must be present with each computer, or the technicians will not be able to install the Ethernet cards.

**Internet Equipment Ownership:** The high speed Internet equipment will remain the property of NDTC and must be returned to NDTC in good working order when service is terminated, or a charge will be incurred.

Customer agrees it is their responsibility to make sure their computer(s) are free of viruses and/or spyware before installation of the high speed service.

## **Computer Recommendations:**

~ Windows Operating System ~ 5 Gig Free Hard Drive Space

~ Pentium IV or Newer

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- ~ 1 Gig of Memory or Greater
- ~ Available Ethernet Connection
- ~ CD Rom Drive

## Other Systems:

- ~ Linux & Unix operating systems must be supported by the customer.
- ~ Macintosh systems may be supported by the help desk if the OS is current.

On all High Speed Internet services, Customer will be required to maintain uninterrupted service for a period of six (6) months. At the time this contract is being signed, the Customer is aware that if services are discontinued before six (6) months, the Customer will be billed a \$50 early termination fee.

By signing, you agree to follow policies set forth under www.gondtc.com/policies.html.

CUSTOMER:	[Signature]	[Date]
	[Printed or Typewritten Name]	

Customer Information (Please Complete	<i>):</i>		
Customer Name:		Installation Information:	
Billing Phone Number:		Router: \$84/month lease. 6-month contract required. NDTC retains ownership of the router.	
Speed Requested:		<ul><li>\$38 Installation Charge for all new installs</li><li>Additional trip, labor and material fees may apply.</li></ul>	
High Speed SafeTNet Advantage \$39.95** High Speed SafeTNet Advantage Plus \$59.95** High Speed SafeTNet Extreme Advantage \$109.95**  ***plus applicable taxes  Bundled price includes above monthly amount plus \$84 per month for router lease.		Internet Maintenance:  ☐ \$1.75/month: Should a technician need to be called to the customer's location for Internet trouble; the wire maintenance will cover the trip charge (\$20) and labor charge (\$25.00/qtr hour) for the visit. Any equipment trouble that does not belong to NDTC will be the customer's responsibility.  ONT or Modem: Will be provided by NDTC at NO cost to the	
Number of Devices:		customer. NDTC will retain ownership of the ONT or modem.	
Early Termination fee: Billed if service is discontinued before six (6) months.		Number to contact you for SafeTNet Install:  (cell phone, work phone, etc)	
~ <b>Standard Installation:</b> Includes: No labor charge; implementation and deployment of high speed to premise; Installation of modem; Installation of firewall (if purchased); Configuration of one (1) device. (NDTC will network additional devices upon request, at the labor rate of \$25/ qtr hour). Up to 150ft cable; Cable to be routed through one exterior wall and one interior wall or floor. Wireless networking is not included. Contact us for more information.		Static IP Addresses: One dynamic IP address is included with high speed. Charges apply for additional IP addresses. Contact us for more information.  □ \$18/month per Static IP Address	
		Revised 12/16/14	

Service Order # \_\_\_\_\_ (office use only) Revised 12/14