

## Universal Service Agreement

Rep: \_\_\_\_\_

This agreement is entered into (Today's Date) \_\_\_\_\_ by and between Marquette -Adams Communications, LLC a Wisconsin corporation and \_\_\_\_\_ (Customer Name).

Company is provider of Video/Digital Subscriber Line Access.

Customer desires to lease a Video/Digital Subscriber Line at (Address) \_\_\_\_\_

This circuit will be connected at this number (phone number) \_\_\_\_\_ (608) \_\_\_\_\_

Company desires to lease Video/Digital Subscriber Line to Customer upon the terms and conditions set forth herein.

NOW, THEREFORE, for the agreements, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows.

1. Lease of Video/ Internet Access. Company agrees to lease to, and Customer agrees to lease from the Company, Internet Access which is available 24 hours per day, 7 days per week via a Digital Subscriber Line connection established between Customer's premises, Marquette-Adams Telephone Central Office and Company's Internet Access equipment upon the terms and conditions set forth in this agreement.
2. Lease of Digital Subscriber Line Equipment. Company agrees to lease to, and Customer agrees to lease from the Company Video/ Digital Subscriber Line Equipment (DSL Modem, DSL Line Filters and/or Set Top Boxes). Equipment remains the sole property of the Company and is to be returned to the Company upon disconnection of the Video/DSL line and/or termination of this agreement.
3. Term. This agreement shall commence on \_\_\_\_\_ INSTALL DATE \_\_\_\_\_ (the "Commencement Date").
4. Rent. Customer hereby agrees to pay to Company on or before the Commencement Date, and continuing on the twenty-fifth day of each and every month thereafter during the term of this Agreement, the amount \$ \_\_\_\_\_ per month (the "Rent"). In the event Company does not receive the Rent within five (5) days after it is due, the Company will send out a disconnect notice on or about the 30<sup>th</sup> of the month. Customer will have five (5) days to make outstanding payment. In the event Company does not receive the Rent within five (5) days after it is due, the Company will exercise Disconnection and Termination under section 6 of this agreement. The parties hereto agree that there shall be no reduction in the Rent for any period of interruption of Internet Access by Customer which said interruption is caused by the Internet Access equipment due to some defect or problem which must be repaired or replaced.
5. Disconnection and Termination. Company may terminate Service by directly notifying the Customer in writing. Customer is responsible for payment of outstanding charges for the period the Service was rendered. Upon non-payment of any sum due the Company, or upon violation of any of the conditions governing the use of the service as provided herein and the Internet Acceptable Use Policies found at <http://www.marquetteadams.com/legal/>, the Company may without other formality and without incurring any liability to the Customer or any Authorized User(s), either temporarily or permanently discontinue the Service to the Customer.
6. Ownership of Equipment. Equipment under this agreement is leased from the Company and customer will return said equipment upon disconnection or termination of service. Equipment will need to be returned within 90 days of disconnect for credit to be applied to your account balance.
7. Repair and Replacement. Company shall, at its sole cost and expense, keep the service in good condition. Company shall also, at its sole cost and expense, replace the Equipment if access equipment is defective, damaged or cannot be repaired. Notwithstanding the foregoing, Customer shall be responsible for the payment of all costs incurred by Company for repairing or replacing Equipment if such repair or replacement is caused by Customer's or Customer' employees' or agents' intentional or negligent conduct. The parties hereto agree that no other party besides Company shall replace or repair the Internet Access without the express written consent of Company.
8. Resell Restriction. Customer agrees not to resell Company Service that is covered in this Agreement under any circumstances.
9. Agreement Subject to Tariffs. This Agreement is subject to the terms and provisions, including limitations of liability provisions, of any applicable tariff filed with the Public Service Commission of Wisconsin and/or the Federal Communications Commission. A copy of the tariff may be obtained from the Company's office on request.
10. Limitation of Liability. The Company's liability for damages arising out of any error or omission which causes any interruption, impairment, delay, or termination of transmissions using services or facilities provided by the Company shall in no event exceed an amount equivalent to the proportion charge to the customer for the period of service during which such interruption, impairment, delay, or termination in transmission occurs. THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY THE CUSTOMER AS A RESULT OF ANY INTERRUPTION, IMPAIRMENT, DELAY, OR TERMINATION OF TRANSMISSIONS. This paragraph does not limit the Company's liability, if any, for any interruption or impairment of service arising from willful, wanton and reckless conduct of the Company.
11. Indemnification. Company shall not be liable in any way for any loss or damage sustained by Customer as a result of any termination of any transmission made through the Internet Access connection or equipment where said termination is caused by the act of any third party or any act which is beyond Company's control. The limitation of Company's liability under this Section 10 shall extend to both direct and consequential damages sustained by Customer as a result of any termination of transmission.
12. Security. Customer shall at all times be responsible for the security of their computer equipment. Customer shall hold Company harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees arising out of a breach the security of their computer equipment, whether such claims are made by the Customer or a third party.

Customer acknowledges that it is aware of the fact that a DSL connection is an “always on” connection to the Internet. The Company recommends that the Customer provide a hardware or software firewall for security purposes.

- 13. Assignment of Agreement. This Agreement may not be assigned or transferred by the Customer, in whole or in part, without the prior written consent of the Company. The Company may assign any or all of its rights, duties, and obligations under this Agreement upon 7 day’s written notice to the Customer. This Agreement and its terms and conditions shall apply to and shall be binding upon the successors and permitted assigns of the parties.
- 14. Entire Agreement. This Agreement is subject to the terms and provisions of any applicable tariff filed with the Public Service Commission of Wisconsin and/or the Federal Communications Commission. This Agreement contains the entire agreement between the parties and cannot be changed except by a written instrument subsequently executed by both parties.
- 15. Attorney’s Fees. If either party brings an action to enforce this Agreement, the prevailing party in any such action shall be entitled to recover reasonable attorney’s fees, costs and expenses from the other party.
- 16. Governing Law. This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 17. Severability. If any provision of this Agreement shall be held to be invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and to this end, the provisions hereof are severable.
- 18. Non-Waiver. No waiver shall be implied by the failure of any party to insist on performance of any of the terms or conditions, herein or to exercise any right or privilege granted to such party. No express waiver by any party shall be construed as waiving any breach hereunder or the performance of any of the terms or conditions not specified in the express waiver, and then only for the time and to the extent stated therein. One or more waivers of any covenants, term or condition shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
- 19. Notice. Whenever in this Agreement it is required or permitted that notice be given by any party to the other, such notice shall be in writing, and any notice shall be deemed to have been given on the date that the same is deposited in the United States Mail, postage pre-paid. Notices shall be addressed to:

COMPANY: Marquette-Adams Telephone Cooperative  
P.O. Box 45  
Oxford, WI 53952  
Telephone 608-586-4111 or 800-331-5619  
Fax 608-586-5209 www.MarquetteAdams.com

CUSTOMER: - Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_

- 20. Force Majeure. Neither party shall be held responsible for any delay or failure in the performance of any part of this Agreement to the extent such delay or failure is caused by: fire; flood; explosion; war; strike; power blackout; earthquake-, volcanic action; water; embargo; labor dispute; government requirement; civil or military authority; acts of God; public enemy; or inability to secure raw materials, products or transportation facilities; acts of omission carriers or suppliers; acts or failure to act of any, government authority, including the Commission; or any other cause beyond the party's reasonable control, whether or not similar to the foregoing. Each party shall endeavor to give the other reasonable notice of any such delay or failure.

I accept the terms and conditions of this agreement.

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

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