

DSL Contract

This AGREEMENT (collectively, the "Agreement") is by and between the undersigned customer and ECTISP with its main office at 300 Boyce Road, Waxahachie, Texas 75165 for the provision by ECTISP of certain network services for the Customer.

Please Print

Customer Name _____

Company _____

Address _____

City _____ State _____ Zip _____

Telephone number _____ Telephone number DSL is to be installed on _____

1. Definitions:

A. The "Agreement" refers to both the Service Agreement and the Service Exhibit.

B. The "Customer" and "Customer's" refer to the Customer described above.

C. "ECTISP" refers to Ellis County Texas Internet Service Provider Inc.

D. The "Service" or "Services" refers to any service as described in the Service Exhibit, for customer's type of service, as revised from time to time.

E. The "Effective Date" as used herein, means the date when the successful Enablement of Services has occurred.

F. "Successful Enablement means that (1) ECTISP has enabled the transmission of TCP/IP packets between ECTISP's router interface to the Customer's demarcation interface that is specifically designated for the service, and (2) a Customer user name and password with respect to the service has been authorized by ECTISP.

G. "Operation and Maintenance" means the continued Enablement of transmission of TCP/IP packets between ECTISP's router interface and Customer's router interface that is specified for the service, provided, however, that any failure or malfunction of any cabling, communication lines, hardware, and software not operated by ECTISP will not create any liability of ECTISP under this Agreement.

2. Term.

This Agreement shall come into effect on the Effective Date, as defined above. Once ECTISP achieves Successful Enablement, the Service will be presumed to be available for Customer's use, regardless of the status of the Customer's equipment. The term of the Agreement shall be month to month or yearly. This agreement shall extend thereafter for successive month for ECTISP's monthly DSL rates and shall remain in effect until terminated in accordance with the Termination provisions of this Agreement (paragraph 5).

3. Rates, Charges and Payment; Rate Changes.

The Customer is responsible for the payment to ECTISP of the rates and charges specified in the Service Exhibit including FUSF (Federal Universal Service Fee). All rates and charges, as defined herein, shall become payable when this Agreement comes into effect, pursuant to the terms contained above. All charges specified in this Agreement are expressly exclusive of any applicable taxes and government fees, the later of which shall be payable by the Customer and which shall be itemized separately by ECTISP. Rates and charges shall be invoiced fifteen (15) days prior to the due date and will be due monthly on the First day of the Effective Date. ECTISP billing statement shall be deemed correct and binding on the Customer unless an objection in writing is received by ECTISP ten (10) days from the date of the billing statement. Interest on any overdue payments owing to ECTISP pursuant to this Agreement may accrue on a daily basis and will apply at a rate of 1.5% per month (18% per annum). Service interruption does not relieve Customer from the obligation to pay all charges and penalties. The rates and charges specified in this Agreement are subject to revision by ECTISP from time to time, and ECTISP will provide thirty (30) days notice to the Customer of any increase in such rates and charges. When and if Customer receives any notice of any rate increase from ECTISP, Customer may terminate this Agreement upon providing ECTISP a written notice within thirty (30) days of the receipt of the written notice by ECTISP. If the Customer fails to deliver such notice to ECTISP this Agreement shall continue in effect and the new rate shall apply and be billed to the Customer.

4. Customer Obligations.

A. Customer shall at its own expense undertake any and all preparations required to comply with ECTISP's installation and maintenance instructions.

B. Customer shall be precluded from doing any of the following: Posting or transmitting any transmission constituting or encouraging conduct that would constitute a criminal offense, giving rise to civil liability, or otherwise violating any local, state, national, or international law, including without limitation the U.S. export control laws and regulations. Post or transmit any information of software which contains a virus, worm, cancelbot, or other harmful component. Hacking, or otherwise attempting to access restricted areas of any network or computer system. Upload, post, publish, transmit, distribute, or participate in the transfer or sale, or in any way exploit any information, software, or other material obtained through the Internet which is protected by copyright of other proprietary right, or derivative works with respect thereto, without permission of the copyright owner. Abuse or fraudulently use the Service in any way not set forth above.

C. Customer acknowledges that access to the Service under this Agreement is intended for the use of the Customer and its authorized users only. Customer and its authorized users shall not resell the Service to any other party without having executed a separate Reseller Agreement with ECTISP.

5. Termination.

written notice prior to the expiration of the current term. Accounts must be current with a \$0.00 balance at the time notice is submitted to ECTISP. Any termination shall not relieve the Customer of its obligation to pay any charges for the remaining term or incurred hereunder for services rendered prior to the date requested in Customer's written termination request. \$99.00 early termination fee will apply to one year term customer that are terminated before end of term. Moreover, ECTISP may terminate this Agreement, or suspend the provision of Service to the Customer without notice at any time in the event of the occurrence of any of the following:

A. Failure by the Customer to pay all required rates and charges under this Agreement to ECTISP on the payment date specified in ECTISP's billing statements to Customer.

B. Breach of any covenant, term or condition of the Agreement.

C. The Customer makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or takes benefit of or becomes subject to any legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a Receiver or Trustee of the property and assets of the Customer is conclusive evidence thereof.

D. ECTISP is unable to provide the service by reason of any law, rule, regulation, or municipal, state or federal authority, including but not limited to, any regulatory authority having jurisdiction.

E. If, for any reason, ECTISP deems it necessary, and in the best interest of ECTISP, that the user be removed from the service immediately.

6. Rights and Obligations of ECTISP; Disclaimer of Warranties.

A. ECTISP shall be obligated only for the Operation and Maintenance (as defined above) of the Services. Customer shall be responsible for maintaining and managing its own network and routers that interface with the Service. ECTISP shall not be responsible for cabling that connects equipment not provided by ECTISP to ECTISP equipment or to the Service. Any interruption in the Service that is caused by the malfunction or interruption of any physical telecommunications media or facility (including but not limited to, cables and fiber optic lines) not under direct or indirect control of ECTISP or by any malfunction or manufacturer's defects of equipment either sold by ECTISP to the Customer or purchased by the Customer in connection with the Service will not be deemed a breach of ECTISP's obligation under this agreement. The foregoing states the Customer's sole remedy for service interruption under the Agreement, and in no event shall ECTISP be liable for harm on business, lost revenues, lost savings, or lost profits suffered by Customer, regardless of the action, including without limitation, negligence of any kind, whether active or passive.

B. Customer understands that Customer and Customer's authorized users may access the Internet through the Service. Customer understands further that, except for certain products and services specifically identified as being offered by ECTISP, neither ECTISP nor any of its affiliates operates or controls the Internet in any way. Customer assumes total responsibility and risk for Customer's use and Customer's authorized user's use of the Service and the Internet. Neither ECTISP, its agents or affiliates make any express or implied warranties, representations or endorsements whatsoever.

C. All DSL accounts include a backup dialup service. Customer understands that the backup dial account will only be active when the DSL service has an interruption due to DSL line or DSL equipment malfunction. The customer must notify ECTISP that the service is malfunctioning, to have the dialup account activated.

D. Customer understands that ECTISP is not responsible for maintaining customer's equipment configured to use the DSL service. That there will be a fee of \$65.00 per hour with a one hour minimum to reset your equipment for access to the Service after initial setup.

7. Services Exhibit *Choose one of the following service types (Initial Only One Product, Equipment and Installation Option):

If you have an Alarm System that can not be filtered you will need to order an additional line.

Service Type: Single PC:

INITIALS_____ DSL Basic Year: One Year Term Speeds up to 1500/384 Kbps \$29.95 +FUSF

INITIALS_____ DSL Basic Month to Month: Speeds up to 1500/384 Kbps \$39.95 +FUSF

INITIALS_____ DSL Express Year: One Year Term Speeds up to 3000/512 Kbps \$39.95 +FUSF

INITIALS_____ DSL Express: Month to Month Speeds up to 3000/512 Kbps \$49.95 +FUSF

INITIALS_____ DSL Premium Year: One Year Term Speeds up to 6000/768 Kbps \$49.95 +FUSF

INITIALS_____ DSL Premium: Month to Month Speeds up to 6000/768 Kbps \$59.95 +FUSF

Service Type: Network Multi PC:

INITIALS_____ DSL Pro-Network Year: One Year Term Speeds up to 1500/384 Kbps \$49.95 +FUSF

INITIALS_____ DSL Extreme-Network Year: One Year Term Speeds up to 3000/512 Kbps \$69.95 +FUSF

INITIALS_____ DSL Ultra-Network Year: One Year Term Speeds up to 6000/768 Kbps \$89.95 +FUSF

Equipment:

INITIALS_____ DSL Bridge for use with one Computer "CPE Kit" \$45.00

INITIALS_____ DSL Bridge and Wireless Router for use with Multiple Computers "CPE Kit" \$95.00

Installation:

INITIALS_____ Do It Yourself Installation.

INITIALS_____ Bridge Installation Tech OnSite (Monday-Friday, 8:00am-5:30pm) \$75.00

INITIALS_____ Bridge Installation Tech OnSite (After Hours and Weekends) \$99.00

INITIALS_____ Bridge and Wireless Router Installation Tech OnSite (Monday-Friday, 8:00am-5:30) \$100.00

INITIALS_____ Bridge and Wireless Router Installation Tech OnSite (After Hours and Weekends) \$124.00

I verify I am at least 18 years of age, have read this contract, and initialed the product that is to be ordered.

Signed _____ Print Name _____ Dated _____

Equipment and Services will be billed to your Credit Card monthly.

Billing: Name on card: _____ Card billing Address: _____

Credit Card: Visa _____ MasterCard _____ Card # _____ - _____ - _____ - _____ Exp. _____ / _____

Please specify each e-mail names and passwords that you would like.

E-mail Name: _____@ectisp.net Password _____

E-mail Name: _____@ectisp.net Password _____

E-mail Name: _____@ectisp.net Password _____

E-mail Name: _____@ectisp.net Password _____

E-mail Name: _____@ectisp.net Password _____

E-mail Name: _____@ectisp.net Password _____

If e-mail name has been taken, you will be notified. Password can be the same on all names.

ECTISP hereby accepts this contract: Signed _____ Dated _____

You can FAX the contract to 972.938.3817 or mail the contract to ECTISP P.O. Box 2674 Waxahachie, Texas 75168