



## Internet Services Terms & Conditions

**Agreement:** These Terms and Conditions are part of the Digital Telecommunications, Inc. Services Agreement ("Agreement") by and between the Customer identified in the Agreement ("Customer") electronically accepted or executed by Customer and the provider of Digital Telecommunications, Inc. Services, Digital Telecommunications, Inc. Network, Inc. doing business as Digital Telecommunications, Inc. ("Digital Telecommunications, Inc."). Pursuant to the Agreement and subject to availability, Digital Telecommunications, Inc. shall provide to Customer the Digital Telecommunications, Inc. Services ordered in the Agreement ("Services"). Digital Telecommunications, Inc. recommends that Customer print out a copy of these Terms and Conditions and retain the copy with the rest of Customer's Digital Telecommunications, Inc. Services Agreement. IF CUSTOMER IS NOT A BUSINESS, CUSTOMER HAS A RIGHT TO A HARD COPY OF THIS AGREEMENT FREE OF CHARGE.

**Billing and Payment:** Commencing with the first full month of service, Digital Telecommunications, Inc. shall invoice Customer applicable service charges and fees listed in the Agreement, as well as applicable taxes and government surcharges. The first invoice will include any non-recurring charges incurred and the pro-rated monthly recurring charge for service rendered prior to the invoice date, as well as the monthly recurring charge for service to be provided during the month in which the invoice is sent. Payment by Customer of invoiced amounts in U.S. dollars is due within thirty (30) days of the invoice date. Authorized monthly credit card payments are charged to Customer's credit card within the first week of the month. Past due accounts will be charged a late fee of 1.5% per month (or legal limit, if less) on any unpaid past due balance.

**Additional NRC (if Applicable):** In addition to the standard NRC listed above, the following NRC, if applicable, will apply:

Nonstandard Installation (materials extra)	\$200 + \$75 per hour
Standard Inside Move	\$150
Nonstandard Inside Move (materials extra)	\$75
Relocation Fee	\$200
Early Termination Fee (per circuit)	40% MRC for remainder of contract
Migration (to or from Digital Telecommunications, Inc.) out of term	\$250
Speed Change (requires technician)	\$100
Downgrading Service (speeds changes only)	\$100
Inside Wiring Repair	\$75
Site Survey	\$150
Facilities Management Riser Connection	\$250
Service Reinstatement Fee	\$100
Missed Appointment	\$150
CPE	\$500
Rejected Credit Card/Unpaid Check	\$25 (or legal limit)

**Customer Premises Equipment:** Digital Telecommunications, Inc. Services' Customer Premises Equipment ("CPE") is the sole property of Digital Telecommunications, Inc. and is loaned to Customer solely to utilize Digital Telecommunications, Inc. Services. Customer is responsible for maintaining the CPE in good working condition. Customer shall reimburse Digital Telecommunications, Inc., on a time and materials basis as documented in an invoice, for the cost to repair and/or replace Digital Telecommunications, Inc. CPE in the event of (a) misuse, (b) failure to exercise reasonable care, (c) physical damage, (d) theft, or (e) disaster. Customer acknowledges and agrees that title to the CPE is retained at all times by Digital Telecommunications, Inc.

**Standard Installation:** The Digital Telecommunications, Inc. Services installation process at Customer premises should take approximately two (2) hours to complete. The installer will provide and install up to fifty (50) feet of new Category 5 wire, an appropriate surface-mounted wall jack, the proper CPE (router, bridge, etc.), an appropriate cable to connect your P.C. to the CPE and other minor materials required to complete the installation. The installer will install (in an accessible basement or crawl space area or externally along a convenient route) the wire needed to connect the Local Exchange Carrier or phone company point of demarcation located outdoors to a reasonably accessible location within Customer's premises at or near the primary personal computer location, which must be within six (6) feet of a grounded,



110 VAC, electrical outlet. The installer will test the circuit to confirm its operability, connect and configure one (1) non-networked P.C., and verify complete circuit functionality. If the circuit is migrated from another ISP, its installation for the purpose of billing shall be complete upon post-migration activation by Digital Telecommunications, Inc.

**Domain Name Fee:** Digital Telecommunications, Inc. will register or transfer domain names for a fee of \$12.95 per year.

**IP Addresses:** Upon IP address reassignment or expiration, cancellation, or termination of the Agreement, Customer shall relinquish any IP addresses or address blocks assigned to Customer by Digital Telecommunications, Inc.

**Services Availability:** Once installed, Services will be available 24 hours a day, 7 days a week, except in the event of any scheduled preventive maintenance, for which Digital Telecommunications, Inc. will use commercially reasonable efforts to provide prior notification via electronic mail to Customer, or of any unscheduled emergency maintenance which shall be concluded as soon as practicable.

**Service Term:** Service Term shall be that stated in the Agreement for the respective Service ordered and shall be no less than specified on service order form from the date on which Digital Telecommunications, Inc. installs the Service circuit ordered or subsequently accepted by Customer. The Service Term will automatically renew for consecutive one (1) year Service Terms unless Customer provides to Digital Telecommunications, Inc. written notice of termination, or either party provides to the other written notice of non-renewal, at least 30 days prior to the expiration date of the then-current Service Term. (Early termination fees discussed in the Agreement shall apply to termination during any Service Term.)

**Suspension and Termination of Services:** Customer may terminate Services upon 30 days prior written notice to Digital Telecommunications, Inc., provided that Customer pay to Digital Telecommunications, Inc. the early termination fee if the termination occurs within the Services Term, and return or pay for CPE as further discussed in Section 10 below. Such termination notice from Customer must be in the form of an email sent to [customercare@pickdti.com](mailto:customercare@pickdti.com), with "Terminate Digital Telecommunications, Inc. Services" stated in the subject line of the email and Customer's contact information and identification of the particular Services to be terminated included in the body of the email. Digital Telecommunications, Inc. may suspend or terminate Services and this Agreement without prior notice if Customer fails to timely pay in full for Services or violates Digital Telecommunications, Inc.'s Acceptable Use Policy. Customer may reinstate Services suspended for nonpayment if, within 5 days of the Services suspension date, Customer pays to Digital Telecommunications, Inc. the Service Reinstatement Fee plus all outstanding amounts due, including the cost of Services that would have been provided during the suspension period. If the Customer chooses not to so reinstate Services, Digital Telecommunications, Inc. will deactivate Services without further notice and any applicable invoiced charges, including any applicable Early Termination Fee, shall become immediately due and payable.

**Effect of Termination:** Upon termination of Digital Telecommunications, Inc. Services, Digital Telecommunications, Inc. will disconnect them and invoice Customer for the original CPE price. If the CPE is returned within 20 days of termination and is confirmed by Digital Telecommunications, Inc. to be in good working condition, the Customer will be credited in full for the CPE. In addition, for any termination of Digital Telecommunications, Inc. Services that occurs after Customer submits its Digital Telecommunications, Inc. Services Agreement with Service Order but within respective agreed upon length of the Services installation date, Digital Telecommunications, Inc. shall invoice Customer, and Customer shall pay, an Early Termination Fee of 40% of monthly reoccurring charges for the remainder of the contract. Digital Telecommunications, Inc. will waive the Early Termination Fee if (i) Customer cancels its order within 5 business days of placing it; (ii) Digital Telecommunications, Inc. cannot install ordered Services within 50 days after Digital Telecommunications, Inc. accepts the Digital Telecommunications, Inc. Services Agreement executed by Customer, and Customer chooses not to wait for Digital Telecommunications, Inc. to complete the installation; or (iii) for a period of more than 7 business days after Customer informs Digital Telecommunications, Inc. of the problem, Customer's Services circuit is inoperative or unable to transport data reliably at the sync rate accepted at the time of installation, and Customer then chooses to deactivate.

**Service Level Credits:** Upon Customer's request, Digital Telecommunications, Inc. will credit to Customer's account an amount equal to the connectivity charges for five (5) times the length of any unscheduled Services circuit outage of at least two hours duration, provided that Customer notifies Digital Telecommunications, Inc. immediately of such outage, and that Digital Telecommunications, Inc. reasonably determines that such outage was attributable to Digital Telecommunications, Inc. and not to any action or omission of Customer or any third parties (including failure of third party equipment). Customer credit may not exceed one month's service fees in any single calendar month. Customer must request credit in writing or via e-mail within 72 hours of Services restoration.

**Acceptable Use Policy:** Customer and all of its employees shall abide by the terms of the Acceptable Use Policy ("AUP") set forth at <http://www.pickdti.com/about/legal/aup.php> and incorporated herein by reference. Reselling the Services



without Digital Telecommunications, Inc.'s express written authorization is prohibited by the terms of the AUP. By accepting Digital Telecommunications, Inc. Services, Customer agrees to this AUP and any subsequent modifications thereto. Digital Telecommunications, Inc. reserves the right to modify this AUP from time to time, effective upon posting the AUP as modified at the URL shown above. If, following, receipt of Customer's.

**Disclaimer of Warranties and Limitation of Liability:** EXCEPT FOR THE SERVICE LEVEL CREDIT COMMITMENT SPECIFICALLY PROVIDED FOR HEREIN, DIGITAL TELECOMMUNICATIONS, INC. SERVICES ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED. DIGITAL TELECOMMUNICATIONS, INC. HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER RECOGNIZES THAT DIGITAL TELECOMMUNICATIONS, INC. CANNOT CONTROL THE CONTENT TRANSMITTED ON ITS NETWORK OR THE INTERNET AND THAT COMMUNICATIONS ON THE INTERNET MAY NOT BE SECURE AND MAY BE SUBJECT TO INTERCEPTION OR LOSS. DIGITAL TELECOMMUNICATIONS, INC. NETWORK DISCLAIMS, AND CUSTOMER HEREBY RELEASES DIGITAL TELECOMMUNICATIONS, INC. FROM, ANY LIABILITY ARISING OUT OF OR INCIDENTAL TO USE OF DIGITAL TELECOMMUNICATIONS, INC. SERVICES OR CPE. IN NO EVENT SHALL DIGITAL TELECOMMUNICATIONS, INC.'S LIABILITY UNDER THE AGREEMENT SHALL NOT EXCEED THE AMOUNT OF SERVICE CHARGES PAID BY CUSTOMER DURING A SERVICE YEAR.

**Indemnity:** To the fullest extent permitted by law, Customer shall defend, indemnify, and hold harmless Digital Telecommunications, Inc. against any liability arising from or incidental to (1) the use of Digital Telecommunications, Inc. Services provided to Customer, whether or not Customer has knowledge of or has authorized access for such use, and (2) any damage to or destruction of Digital Telecommunications, Inc. Services CPE not caused by Digital Telecommunications, Inc. or its agents.

**Force Majeure:** If Digital Telecommunications, Inc.'s performance of this Agreement is prevented, restricted or interfered with by any cause beyond its reasonable control, including acts of God, fire, terrorism, labor strike, cable cut, supplier breaches or delays, or law, then Digital Telecommunications, Inc. shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference and Digital Telecommunications, Inc. shall use reasonable efforts to avoid or remove such cause of non-performance and shall perform with reasonable dispatch whenever such causes are removed or cease.

**Entire Agreement:** The Agreement constitutes the complete and exclusive statement of the understandings of Digital Telecommunications, Inc. and Customer with respect to the subject matter of the Agreement and supersedes all prior oral and written statements relating to the Digital Telecommunications, Inc. Services provided hereunder. The Agreement may be modified or amended only by a written or electronic document executed by Digital Telecommunications, Inc. and Customer or electronically accepted by Customer and confirmed in a written or electronic document by Digital Telecommunications, Inc.

**Miscellaneous:** The Agreement shall be construed under, and enforced in accordance with, the laws of the state of Minnesota without reference to its choice of law principles. For any action or suit to enforce any right or remedy of this Agreement (except for an action to enter or collect on any judgment), Customer and Digital Telecommunications, Inc. consent to exclusive jurisdiction and venue in the appropriate state or federal court for Winona County, Minnesota and the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. Digital Telecommunications, Inc. may reasonably amend the terms and conditions of the Agreement by giving Customer 30 days' prior notice via publication on the Digital Telecommunications, Inc. web site. Customer may not assign this Agreement without Digital Telecommunications, Inc.'s prior written consent, which consent shall not be unreasonably withheld. Digital Telecommunications, Inc. reserves the right, exercisable in its sole discretion, to expand or reconfigure its service areas and to discontinue any services upon 30 days notice by email or otherwise. Headings in this Agreement are for reference only. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.