

Adams Fiber Service Agreement



Date: _____

Fiberhood: _____

Name: _____ Email: _____

Service Address: _____ Home Phone: _____

City: _____ State: _____ Zip: _____ Cell Phone: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Bill Option: _____ Billing Email: _____

Account PIN: _____

No more than 10 characters

Yes, I would like to add an authorized person(s) to my account.

Name of person to add to account

Name of person to add to account

Internet Service

	Internet	Speed <i>Both - Down/Up</i>	<i>Pre-Registration Special Monthly Price for Life</i>	Standard Monthly Price
<input type="checkbox"/>	Ultimate Gigabit	1,000 Mbps	\$74.95/mo. FREE Installation	\$99.95/mo. \$100 Installation
<input type="checkbox"/>	Elite	200 Mbps	\$59.95/mo. FREE Installation	\$69.95/mo. \$100 Installation
<input type="checkbox"/>	Standard	50 Mbps	\$49.95/mo. FREE Installation	\$59.95/mo. \$100 Installation
<input type="checkbox"/>	Economy	5 Mbps x 1 Mbps	\$29.95/mo. FREE Installation	\$39.95/mo. \$100 Installation

Equipment Fee (required)**\$4.50/mo.**

Tech Home Protect Plus (4 devices).....**\$4.95/mo.**

- **Secure IT Plus** - antivirus and internet security
- **Filehopper** - 250 GB of cloud backup storage
- **Password Genie** - password manager, data protection, and password security software

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Phone Service

Local Phone Service.....\$15.00/mo.

Includes Unlimited Local Calling, Voicemail & Calling Features. Plus keep your same phone number.

Long Distance Plans

Smart Choice.....\$0.09/min.

\$0.09 per minute nights, weekends and holidays with no monthly fee. \$0.15 per minute 8am-5pm, Monday - Friday.

Clear Choice.....\$0.049/min.

\$0.049 per minute for instate calls, \$2.99 monthly fee; \$0.069 per minute for state to state calls.

150 Minutes.....\$5.95/mo.

300 Minutes.....\$9.95/mo.

700 Minutes.....\$19.95/mo.

Calling Features

Caller ID with Name

Call Waiting

Call Forwarding

UPS Battery

8-hour battery backup.....\$2.50/mo.

24-hour battery backup.....\$15.00/mo.

No battery backup Phone service and E911 will NOT work in case of power outage without a UPS battery backup installed.

Letter of Agency

I authorize Adams TelSystems, Inc. ("ADAMS"), as of the date below, to act as my agent to change my preferred carrier only for the phone lines and phone services authorized below. In making this authorization, I understand that:

- I can designate only one company as my preferred local exchange carrier, for local phone service for any one number.
- I can designate only one company as my preferred carrier for intraLATA/intrastate calls, for local long distance for any one telephone number.
- I can designate only one company as my preferred carrier for interLATA/interstate calls, including direct dialed international calls, for long distance for any one number.
- Some local service companies charge their customers to change their long distance carrier of choice and that ADAMS will provide me with specific information about such charges on my request.

I choose ADAMS as my preferred carrier for the services noted below and authorize ADAMS to direct my current preferred carrier to assign my service, for each of the telephone numbers noted, to ADAMS:

Please list phone number(s) for which you want ADAMS to provide the indicated service.

Local Telephone Service Phone Number: _____

Local Long Distance Service Phone Number: _____

Long Distance Service Phone Number: _____

All of the Above Phone Number: _____

COMPLETE THE FOLLOWING INFORMATION IF YOU CHECKED "ALL OF THE ABOVE".

I also authorize my current preferred carrier to share with ADAMS my customer records (sometimes called Customer Proprietary Network Information or CPNI) for the past two years.

Customer Billing Name: _____

Customer Billing Address: _____ City: _____ State: _____ Zip: _____

I certify that I have read and understand this Letter of Agency. I also certify that I am at least eighteen years of age, and that I am authorized to change the preferred carrier(s) for service(s) to the telephone number(s) listed above.

Signature: _____ Date: _____

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(a) I agree to pay Adams for (i) all use of my services, (ii) installation and applicable service charges, (iii) equipment, and (iv) all applicable local, state, and federal fees and taxes. Charges for the services that I receive have been provided to me. Other charges are set forth on a separate price list that I have received and/or can be provided on request. I will be billed monthly in advance for recurring monthly charges. If I participate in a promotional offer that requires a minimum time commitment and I terminate early, I agree that I am responsible for any termination fees that were described to me at the commencement of such promotional or discounted price. I authorize Adams to make an investigation of my credit history if needed.

(b) All charges are payable on the due date specified, or as otherwise indicated, on my bill. I agree that late charges may be assessed if my account is past due. My failure to deliver payment by the due date is a breach of this Agreement. The current late fees can be provided upon request and, if applicable, will not exceed the maximum late fees as set forth by applicable law. Adams reserves the right to change the late fees at any time.

(c) I certify that I am 18 years old or older and I am the property owner or I have permission from the property owner to have services installed. I authorize Adams to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. Adams shall not be liable for any effect of normal services installation and workmanship, such as holes in walls, etc., which may remain after installation or removal of the Adams equipment, except for damage caused by negligence on the part of Adams.

(d) The Adams equipment is and at all times shall remain the sole and exclusive personal property of Adams, and I agree that I do not become an owner of any Adams equipment by virtue of payments provided for in this Agreement or the Tariff(s) or the attachment of any portion of Adams equipment to my residence or otherwise. Upon termination of any services, subject to any applicable laws or regulations, Adams may, but shall not be obligated to, retrieve any associated Adams equipment not returned. All equipment must be returned within seven days after cancellation of service to avoid charges.

(e) I agree that data services are best effort delivery and that unless enterprise class service is sold with an additional Service Level Agreement (SLA) specifically for committed bandwidth, that Adams does not guarantee that the maximum throughput rate will be achieved at all times. Speeds in the 700 to 900 mbps range are most common on the Gigabit tier. I also understand that the actual throughput rate I may experience at any time will vary based on numerous factors, such as the condition of wiring at my location, condition or age of device being used, computer configurations, Internet and Adams network congestion, the time of day at which I use the service, and the website servers I access, usage of the service inconsistent with the Terms of Service, among other factors.

(f) I agree that Adams residential service is to be used for personal, non-commercial use only. The service cannot be used for any commercial purpose whatsoever whether or not the enterprise is directed towards making a profit.

(g) I agree to accept and abide by **Adams' Terms of Service and network management policies, available on Adams' website. Terms are subject to change.**

(h) I understand the Monthly Price for Life is part of the pre-registration special and only applies to the Internet and telephone package and residential location selected at time of install; standard monthly pricing will apply to any future package changes. If an account is suspended for non-payment three (3) times in a calendar year and service is reconnected, the account will default to standard monthly pricing.

(i) I understand that Adams needs to have enough pre-registration upfront in order to begin construction in my neighborhood. I agree to pay a \$25 sign-up fee in order to be counted in the penetration rate count. Once Adams get enough pre-registrations, planning and construction will begin. If for some reason, Adams does not get enough pre-registrations, the \$25 sign-up fee will be returned to me. Once Adams gets enough pre-registrations, the \$25 fee is non-refundable. The number of pre-registrations needed is determined by each neighborhood. I agree to the terms set forth and to pay my \$25 sign-up fee.

(j) **Customer Proprietary Network Information (CPNI)** is personal information stored and collected by Adams for billing and provisioning services. Examples of protected information include call detail, services and features subscribed to, and carrier selected. Examples of non-protected information, because it is of public record, include name, address, and phone number (if published). Adams will do everything possible to protect the privacy of your CPNI information. The Federal Communications Commission (FCC) requires Adams to perform a customer authentication process anytime you call for protected information about your account or if you come into the office. The following procedures have been put into place by Adams to comply with these requirements and will take effect immediately. If you come to the office for information, please bring a copy of your complete bill with you. If you do not have your bill, you will need to provide a valid photo ID before we can share information on your account. If you are calling the office, you need to provide your Personal Identification Number (PIN) to allow us to share information about your account. You will assign a PIN to your account when signing up for services. Please note, this PIN can be no more than 10 characters. Only the person(s) whose name is on the account will be able to access account information with this PIN. To add another person to your account, please indicate that on the form when signing up for services and provide the name(s) of the person(s) you wish to add.

(k) **Battery Backup.** To avoid a disruption during an outage -- and to maintain the ability to connect to 911 emergency services -- we at Adams TelSystems, Inc. offer you an option of leasing backup power for your home voice service. Adams TelSystems, Inc.'s backup battery for your ONT or GigaCenter allows you to continue to use your home voice services during a power outage. Without a backup battery or alternate backup source such as a generator, you will not be able to make any calls, including emergency calls to 911. Our backup battery does not provide power to any services other than voice. Cordless phones, home security systems, medical monitoring devices and other equipment are not powered by our backup battery.

If you are concerned about being able to contact 911 emergency services during a power outage, you can lease a 8-hour or 24-hour backup battery directly through Adams TelSystems, Inc. **Adams' 8-Hour Battery Maintenance Service:** Adams will provide and maintain an 8-hour battery for \$2.50 per month. Under this plan, Adams will provide the battery, monitor battery performance, and replace the battery when it no longer performs to its specifications. The battery offered for lease by Adams is approximately 7.5 pounds and is roughly 7.5" x 7.5" x 3.5". Our backup batteries are expected to last at least 8 hours on standby

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power. **Adams' 24-Hour Battery Maintenance Service:** Adams will provide and maintain a 24-hour battery for \$15.00 per month. Under this new plan, Adams will provide the battery, monitor battery performance, and replace the battery when it no longer performs to its specifications. The battery offered for lease by Adams consists of 2 parts. The first is approximately 7.5 pounds and is roughly 7.5"x7.5"x3.5". The second is approximately 16.5 pounds and is roughly 11"x12"x4". Our backup batteries are expected to last at least 24 hours on standby power.

Environmental factors such as temperature can shorten your battery's useful life. We recommend that you store your battery above 5°F and below 113°F. These batteries are rechargeable. They will not last forever and should be replaced every 5 to 10 years, or when your device starts to make a loud beeping sound. That sound means that the battery is depleted and must be replaced. If you choose to lease the battery backup service from Adams, we will monitor and replace batteries as needed.

I acknowledge that items listed above in section (k) and that loss of power at my house will result in my home telephone service being out of service if I elect not to add Adams' Battery Maintenance Service. (Initial: _____)

(l) **Statement of Nondiscrimination.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at: http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender. Esta institución es un proveedor de servicios con igualdad de oportunidades.

Signature: _____ Date: _____