

DSL MODEM AGREEMENT

This DSL Modem Agreement (“Agreement”) between you (the “Customer” or “you”), and Glenwood Telephone Company (“GTC”) provides the terms and conditions that apply to your rental or purchase, as applicable, and use, of a DSL modem (“Modem”) provided by GTC to enable your use of High Gear DSL Service (the “Service”).

By installing or requesting GTC to install the Modem, you acknowledge and affirm that you have read and agree to the terms of this Agreement. If you do not agree to all of the terms and conditions of this Agreement, you must return the Modem to GTC by following the return process described on the *Return Policy and Procedure card* included in the box with your Modem (black and white card).

INTRODUCTION

By your use of the Modem in connection with receiving the Service, you consent to and accept all terms and conditions in this Agreement, all terms and conditions in the Internet Service Agreement, GTC’s Acceptable Use Policies, and all other use policies (collectively, the “Terms of Service” or “TOS”). GTC may modify this Agreement at any time and any modification becomes effective immediately by notice of posting on GTC's home page (<http://www.gtconline.com>), by electronic mail, or by conventional mail.

The Rental Terms and Purchase Terms provided below apply to Modem rentals and purchases, respectively. The General Terms and Conditions provided below apply to all Modem rentals and purchases.

RENTAL TERMS

1. By renting a Modem for use with the Service, you agree to pay the Modem rental charge in addition to the charges imposed pursuant to the Internet Service Agreement, together with such other charges required pursuant to this Agreement. In return for the Modem rental charge, GTC will provide you with support for Modem installation and connection issues and Modem equipment defects, subject to the terms and conditions provided herein and in the Internet Service Agreement. Certain types of support, such as Modem installation, may require payment of additional fees as specified in the Internet Service Agreement.
2. You will be billed monthly the rental rate quoted to you at the time of rental and if applicable, shipping and handling fees plus applicable taxes. The billed rate will continue unless you call promptly and inform us that the billed monthly rate is not the one quoted to you. Late charges at the then-currently applicable rate for late charges will apply to late payments. Rental payments are due for every month you rent the Modem and rental payments do not count towards a purchase of the Modem. If you decide to purchase the Modem, you must notify GTC in writing of your intent to purchase a Modem, in which event GTC will charge you the full purchase price of the Modem, regardless of your past rental payments, and the “Purchase Terms” provisions of this Agreement will apply from and after the time of purchase.
3. The Modem is and will remain GTC’s property. You may not assign, rent, or transfer the Modem or your rights or duties under this Agreement to another without GTC’s prior written consent. You agree not to mishandle, abuse, misuse, or improperly store or operate the Modem, including using the Modem with equipment electrically or mechanically incompatible with, or of inferior quality to, it, and

if the Modem is damaged by you and/or becomes non-operational or malfunctions for reasons other than a manufacturing defect at any time during the term of this Agreement or upon termination of this Agreement, GTC may charge you for its full retail cost.

4. Subject to any applicable rules or laws, GTC may, after providing you with thirty (30) days advance notice (which notice may be included with your monthly bill), increase Modem rental fees. Upon receiving notice, you may terminate this Agreement upon paying any fees then due. If you do not terminate within a reasonable time after receiving notice, or pay an invoice with the increased fee, you will be deemed to have agreed to the increased Modem Rental Fees.

5. You may terminate this Agreement at any time by calling GTC at 912-523-5111 or providing written notice to GTC. Upon termination of the Service for any reason, including but not limited to your cancellation of Service or failure to pay:

(a) You must promptly return the Modem to GTC by following the return process provided on the *Return Policy & Procedure card*.

(b) GTC will continue to charge you the monthly rental charge for the Modem until it receives the Modem, provided that if GTC has not received the Modem within ninety days after the date of termination, GTC will stop charging the monthly rental charge and will charge you the full price of the Modem.

(c) This Agreement will be deemed terminated effective as of the termination of the Service, except for your obligation to continue to pay monthly rental charges and/or the cost of the Modem if you fail to promptly return the Modem.

6. GTC does not guarantee the compatibility of the Modem with your computer, operating system, or networking equipment. If after providing support GTC determines that the Modem is either defective or is not compatible with your computer, operating system or networking system, your sole remedy shall be for GTC to provide you with a replacement Modem, provided that you send GTC the original Modem. In such event GTC shall provide a replacement modem at no charge to you; provided that if: (a) GTC determines the Modem does not operate correctly because of your improper use, failure to use a surge protector along with phone line surge protection, defacement, use of improper electrical voltages, repairs by others, damage caused by you, others or acts of God, or alterations or modifications; or (b) you fail to return the original Modem to GTC, then you will be charged the full retail cost of the original modem. You are responsible for notifying GTC of any performance or compatibility issues with the Modem. In no event will GTC refund previously paid Modem rental fees.

PURCHASE TERMS

1. By purchasing a Modem for use with the Service, you agree to pay the purchase charge in addition to the charges imposed pursuant to the Internet Service Agreement, together with such other charges required pursuant to this Agreement. You acknowledge and agree that if you purchase a Modem, GTC is not required to provide you any support with regard to Modem installation and connection issues and Modem equipment defects. However, upon request, GTC may provide certain fee-based support services, such as Modem installation, as specified in Section 4 of the Internet Service Agreement. Certain Modem upgrade options are also available as specified in Section 4.3.2 of the Internet Service Agreement.

2. You will be billed the full purchase price for the Modem quoted to you at the time of purchase and shipping and handling fees, plus applicable taxes. The billed rate will continue unless you call us

promptly and inform us that the billed monthly rate is not the one quoted to you. Late charges at the then-currently applicable rate for late charges will apply to late payments.

3. The Modem is provided AS IS WITH NO WARRANTY. GTC is not the manufacturer of the Modem and GTC makes no warranties regarding the Modem, either express or implied, including any warranties of merchantability, suitability, or fitness for a particular purpose of any type or character. GTC does not guarantee the compatibility of the Modem with your computer, operating system, or networking equipment. GTC shall have no liability for any defect in or failure of the Modem.

GENERAL TERMS AND CONDITIONS

1. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of GTC, and any attempted assignment, without such consent, shall be invalid.

2. If any provision of this Agreement is held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid.

3. Customer agrees to defend, indemnify, and hold harmless GTC and its subsidiaries and other affiliated companies, and their respective officers, directors, employees, contractors and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from: (a) Customer's use of the Modem; (b) Customer's failure to comply with this Agreement or the TOA; and (c) Customer's negligence or intentional misconduct or violation of applicable law. GTC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, in which event Customer will cooperate with GTC in asserting any available defenses.

4. GTC MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRODUCTS PROVIDED BY OR THROUGH GTC. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY GTC, ITS EMPLOYEES, DIRECTORS, AGENTS OR OTHER REPRESENTATIVES, SHALL CREATE OR EXPAND ANY REPRESENTATION OR WARRANTY, NOR SHALL CUSTOMER BE ENTITLED TO RELY ON ANY SUCH INFORMATION OR ADVICE.

5. GTC, ITS AFFILIATES, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE MODEM OR ITS OPERATION OR FAILURE TO OPERATE, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER GTC HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. YOUR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE RELATED TO THE MODEM, AND/OR FOR ANY AND ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT OR YOUR RELATIONSHIP WITH GTC WILL BE LIMITED TO REPLACEMENT OF THE MODEM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. NO ADVICE OR INFORMATION GIVEN BY GTC, ITS AFFILIATES, ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THIS AGREEMENT.

6. This Agreement, the Internet Service Agreement, the Acceptable Use Policy, and GTC's other user policies posted on GTC's website constitute the entire agreement between you and GTC with respect to your rental or purchase of the Modem and your of the Service.

7. This Agreement is governed by the laws of Georgia without regard to conflict of law provisions. Any dispute arising out of or relating to the Agreement shall be resolved by final and binding arbitration administered by the American Arbitration Association (“AAA”) according to its Commercial Arbitration Rules. The arbitration must be an attorney having experience and familiarity with similar disputes. The arbitration proceeding must occur in Glenwood, Georgia. Each party must bear its own costs relating to arbitration (including the costs of initiating arbitration), and the parties must equally divide the arbitrators’ fees. No arbitration award may provide any remedy beyond those permitted under this Agreement, and any award purporting to provide a remedy beyond those permitted under this Agreement must be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. GTC may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction within the State of Georgia any interim or provisional relief that GTC deems necessary to protect its rights pending arbitration.

8. GTC shall not be liable for any claim under this Agreement unless you submit such claim to arbitration as required by this Agreement within one year after you become aware or should have become aware of such claim.

Customer Signature: _____ Date: _____

FOR OFFICE USE ONLY

Rental Rate: \$ _____ per month

Revised 08-09-18