

## **Mud Lake Telephone Cooperative Association, Inc.**

### **Internet Services Agreement**

This Internet Services Agreement (“Agreement”) is entered into as of the Effective Date below by and between Mud Lake Telephone Cooperative Association, Inc., an Idaho corporation with its principal place of business at 59 West Main Street, Dubois, Idaho 83423 (“Provider”), and the undersigned customer (“Customer”).

### **Definitions**

- **Services:** The broadband Internet access and any ancillary services provided by the Provider under this Agreement.
- **Equipment:** Any hardware provided by the Provider, including routers, modems, or antennas.
- **Customer Premises:** The physical location where Services will be delivered.
- **Effective Date:** The date on which this Agreement becomes enforceable as indicated below.

### **Scope of Services**

Provider shall deliver Internet Services to the Customer in accordance with the selected plan tier. Services include:

- High-speed Internet access with expected throughput based on subscribed bandwidth
- Installation, configuration, and maintenance of Provider-owned Equipment
- 24/7 technical support and network monitoring

Provider shall use commercially reasonable efforts to ensure reliable and uninterrupted service. However, the Customer acknowledges that temporary interruptions may occur due to maintenance, upgrades, or unforeseen network issues.

### **Term and Renewal**

This Agreement shall commence on the Effective Date and continue for an Initial Term of twelve (12) months unless otherwise terminated as provided herein.

Upon expiration of the Initial Term, The Agreement shall automatically renew on a month-to-month basis unless either party provides written notice of non-renewal at least thirty (30) days prior to the renewal date.

## **Fees and Payment Terms**

- Customer shall pay monthly fees in accordance with the selected service plan.
- All charges are due within fifteen (15) days of the invoice date.
- Late payments may incur a monthly interest fee.
- Provider reserves the right to suspend Services for non-payment after giving reasonable notice.
- If a Customer's services are disconnected for non-payment, a \$25 reconnect fee will be applied for restoration of services.

## **Equipment and Installation**

Any Equipment provided by the Provider remains the sole property of the Provider unless otherwise purchased by the Customer. Customer agrees to:

- Maintain Equipment in good condition
- Return Equipment upon termination of this Agreement
- Be responsible for any loss, theft, or damage beyond normal wear and tear

Installation will be scheduled at a mutually agreeable time and location. Provider shall have access to the Customer Premises for installation and service maintenance.

If Equipment is not returned in a timely manner in good working order after termination of this Agreement, Customer will be charged on their final bill, for the replacement cost of Equipment.

## **Customer Obligations**

Customer agrees to:

- Use the Services for lawful purposes only
- Maintain internal network security, including but not limited to firewalls and password protection
- Not interfere with or disrupt Provider's network
- Allow Provider reasonable access to its Equipment for maintenance and recovery

## **Service Performance and Limitations**

- Provider aims to deliver 99.5% service availability monthly, excluding scheduled maintenance and events outside Provider's control (e.g., acts of God, fiber cuts, power outages, upstream carrier issues).
- Service speeds are subject to variation depending on network traffic, device capability, and environmental factors.

## **Privacy Policy**

### **Information Collected**

We may collect the following categories of information:

- Personal identifiers (name, address, email, phone number)
- Billing and payment information
- Technical data (IP addresses, MAC addresses, network diagnostics)
- Usage data (web traffic volume, connection time, bandwidth use)

### **Use of Information**

Information is used to:

- Provide and manage Services
- Communicate with the Customer
- Improve network performance and customer experience
- Comply with legal or regulatory obligations

### **Sharing and Disclosure**

We do not sell Customer information. We may disclose personal data:

- To third-party service providers acting on our behalf under confidentiality obligations
- If required by law, subpoena, or regulatory agency
- To prevent threat or imminent harm

### **Data Security**

Provider implements industry-standard safeguards to protect Customer data, including encryption, access controls, and intrusion detection systems.

### **Data Retention**

Customer data is retained only as long as necessary to fulfill the purposes outlined above, or as required by law.

### **Acceptable Use Policy (AUP)**

Customer agrees not to use the Services to:

1. Violate any local, state, national, or international law or regulation
2. Distribute, upload, or download any material that is abusive, libelous, obscene, threatening, or otherwise unlawful

3. Engage in unsolicited commercial email (spam) or bulk messaging
4. Attempt to access or compromise the integrity of any system or data not belonging to the Customer
5. Host or distribute malware, ransomware, viruses, or other harmful software
6. Operate open proxies or relays, or resell Service without Provider's written consent
7. Interfere with the operation of the Provider's network or other user's access to the Services

Violation of the AUP may result in immediate suspension or termination of Service at Provider's discretion.

## **Termination**

### **Termination by Customer**

Customer may terminate this Agreement upon 10 business days' written notice. Early termination may be subject to applicable fees as defined in the selected service plan.

### **Termination by Provider**

Provider may suspend or terminate Services:

- For non-payment
- For breach of the AUP or Privacy Policy
- If continued service poses risk to the Provider network or other customers

In such events, Provider will make reasonable efforts to notify the Customer before disconnection.

### **Limitation of Liability**

Provider shall not be liable for any indirect, incidental, consequential, punitive, or special damages arising out of the use or inability to use the Services. Total liability shall not exceed the amount paid by Customer for the Services in the three (3) months preceding the claim.

### **Indemnification**

Customer agrees to indemnify and hold harmless the Provider, its officers, agents, and employees, from any claim, liability, or expense arising from Customer's use of the Services, violation of the AUP, or infringement of any intellectual property rights.

**Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without regard to conflict-of-law principles. Any legal proceedings shall be brought in the courts of Clark County, Idaho.

**Entire Agreement**

This Agreement, including the attached Privacy Policy and Acceptable Use Policy, constitutes the entire agreement between the parties and supersedes all prior understandings or representations. Amendments must be in writing and signed by both parties.

**Signatures**

Provider:

Mud Lake Telephone Cooperative Association, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Customer:

Name: \_\_\_\_\_

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

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