



High-Speed Residential Internet Service Agreement

This is an Agreement between you, the "Customer", Service Electric Cablevision, Inc. ("SECV") and PenTeleData LPI ("PTD") for high-speed non-commercial access to the Internet. Your signature on this Agreement or use of the High-Speed Internet Service ("Service") indicates that you accept the rates, terms, conditions and policies contained herein and at <http://www.ptd.net/policies>.

1. Customer agrees to abide by the rates, terms, conditions, and policies contained herein and those found in the PenTeleData Acceptable Usage Policy listing and as they may change from time to time. The PTD Acceptable Usage Policy terms are located at <http://www.ptd.net/policies>. Cable modem information and pricing can be found at <http://www.secv.com> or by calling your local SECV office. High-Speed Internet Service is provided for the private, residential and non-commercial use of the Customer. Commercial use of the Service will subject the Customer to commercial terms and pricing.
2. Customer may use a leased or purchased cable modem to access the Internet in only one residential location. A separate cable connection to use the Service on the Customer's computer may be necessary. Customer shall not lease, sublease, or provide Internet access to others using the cable modem. Use of any type of server is strictly prohibited, including but not limited to file transfer protocol servers, mail servers, and web servers.
3. **Additional Charges:** Customer must maintain a current non-delinquent account. Customer may incur additional charges including, but not limited to, late or non-payment charges, excess bandwidth charges, installation charges, and the cost of a network interface card.
4. PTD and SECV shall not be liable to Customer for any loss of Service or damage arising from an event that is beyond the control of PTD or SECV. Neither shall PTD or SECV be liable for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including but not limited to, lost profits, or for the loss of data or information of any kind, however caused and arising out of or in connection with the performance of PTD or SECV or the provision of services or performance hereunder whether based in contract, tort, or any other legal theory, and whether or not PTD or SECV has been made aware of the possibility of such damages. In no event shall any liability exceed a refund of amounts actually paid by Customer for the then current year.
5. Customer expressly acknowledges that the bandwidth provided by PTD and SECV is shared with other users and providers. Any quoted bandwidth rating or transfer rate for the Service, including but not limited to the bandwidth and transfer rates set forth herein, are maximum rates and are not guaranteed continuously. PTD and SECV reserve the right to manage the network for "maximum efficiency." Maximum efficiency includes, without limitation: termination of accounts which, in the sole judgment of PTD or SECV, use an excessive amount of bandwidth or unreasonably interfere with the use of the Internet by other users. SECV currently offers four residential High-Speed Internet tiers with associated monthly data plans, which include various bandwidth transfer rates and usage allowances and which are listed below. The transfer rates and monthly data plan usage allowances may be changed at any time without notice in SECV's sole discretion. PTD or SECV will use reasonable efforts to notify Customers prior to terminating the Service for excessive bandwidth use.
10M (Up to 10 Mbps Download & 2 Mbps Upload) 300 GB Monthly Data Plan.
30M (Up to 30 Mbps Download & 3 Mbps Upload) 500 GB Monthly Data Plan.
50M (Up to 50 Mbps Download & 5 Mbps Upload) 700 GB Monthly Data Plan.
Wideband 125 (Up to 125 Mbps Download & 10 Mbps Upload) 1 TB Monthly Data Plan.
6. Due to the demands of the Internet, the limitations of other networks that comprise the Internet, and the configuration of the Customer's equipment, the maximum speed may only be available on a "burst basis".
7. PTD permits Internet protocol (IP) traffic only. Other protocols are prohibited without prior arrangement.
8. IP traffic sent to Customers on ports TCP 25, TCP 80, TCP 443, TCP 445, TCP 1080, TCP 6667-6669, TCP 1433-1434, TCP & UDP 135-139, TCP & UDP 67 are blocked for security and network management reasons to minimize Customer's computers from being virus infected through well-known vulnerabilities and/or to avoid infected or hostile computers from affecting other user's computers.
9. Customers will receive either 2 dynamic public IP addresses acquirable via DHCP or may receive 2 dynamic private IPs behind Network Address Translation (NAT) via DHCP. Customers that receive NAT'd private IPs will have all inbound ports blocked that are not opened as a result of an outbound request due to the operation of NAT.
10. When connecting to SECV's network with your leased or purchased cable modem, SECV reserves the right to upgrade your firmware on your device to maintain quality of service and compatibility with your cable modem.

11. Customer hereby certifies that he or she is 18 years of age or older and will not use this Service to conduct any illegal activity, including but not limited to, violations of the Communications Decency Act of 1996.
12. Customer hereby indemnifies and will hold PTD, SECV, and its successors and assigns harmless, from any and all copyright, trademark, patent or any other legal liability arising out of the use of the cable modem and this Service.
13. Breach of this Agreement by Customer may result in immediate termination of Service and liability for any costs associated with canceling the Service, including attorney fees and costs.
14. Leased Equipment: You may have been provided with a working cable modem and associated equipment for Internet access use while a Customer in good standing with SECV. This cable modem and associated equipment are the property of SECV and may not be relocated from the Customer's address without the consent of SECV. If Service is terminated or canceled for any reason, you must immediately return the modem and associated equipment to your local SECV office in the same condition as provided (except for normal wear and tear). Failure to return the modem in seven (7) business days will result in the Customer being billed for the leased equipment and related costs.
15. Responsibility for Leased Equipment: Upon installation of a leased cable modem and associated equipment, Customer shall safeguard and take all necessary steps to prevent loss, theft, damage or destruction of the equipment. Customer shall not tamper, alter, deconstruct, reconstruct or in any manner change the condition of the cable modem. A security deposit may be charged for the use of the cable modem and shall be refunded upon termination or cancellation of the Service, minus any unpaid fees or charges.
16. Receipt of Leased Equipment: As the Customer, you are primarily liable for the cable modem and associated equipment upon signing this Agreement. For your convenience, if you are unavailable at the time of scheduled installation, you may appoint any person over the age of 18 to accept the modem and associated equipment on your behalf. This will not relieve you of responsibility for the modem and associated equipment. Therefore, it is important that you select someone trustworthy to be at the installation appointment.
17. Purchased Equipment: You may also choose to purchase a cable modem from SECV or at a retail outlet. However, before purchasing a cable modem at a retail outlet you should call the local SECV office to obtain important technical information regarding cable modem requirements. SECV cannot guarantee that all equipment purchased from a retail outlet will be compatible with SECV system requirements.
18. Customer shall use reasonable efforts to minimize unnecessary network traffic that could interfere with the use of the Internet by other users.
19. Customer is solely responsible for limiting access to objectionable information or programming, which may be on the Internet. PTD and SECV take no responsibility or accept any liability for unauthorized viewing by minors or any other unauthorized persons.
20. Customer service is available Monday through Friday, 8:30am - 8pm and Saturday, 8:30am - 5:00pm by calling your local SECV office. After hours support is available 24/7.
21. **CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT THEIR SOLE RISK. SECV, PTD, ANY LICENSORS, EMPLOYEES OR AGENTS DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO PTD, SECV, THEIR AGENTS, AND EMPLOYEES MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. SPECIFICALLY THERE IS NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SERVICES TO BE PROVIDED HEREUNDER. PTD, SECV, ITS EMPLOYEES, AFFILIATES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND ASSIGNS SHALL NOT BE RESPONSIBLE FOR LOST, STOLEN, OR DAMAGED EQUIPMENT INCLUDING WITHOUT LIMITATION, PTD, AND SECV SHALL NOT BE HELD LIABLE FOR LOSS OF ANY SOFTWARE, HARDWARE OR DATA, IN WHATEVER FORM STORED ON ANY COMPUTER EQUIPMENT CONNECTED TO A CABLE MODEM OR ASSOCIATED EQUIPMENT. THE CUSTOMER ACCEPTS RESPONSIBILITY TO BACK UP STORED DATA, AND SOFTWARE PRIOR TO THE INSTALLATION OF THE CABLE MODEM AND ASSOCIATED EQUIPMENT.**
22. This Agreement and all matters related hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to an agreement made and performed in Pennsylvania. Any cause of action by a Customer with respect to the Service must be instituted within one year after the claim or cause of action has arisen.

By signing below I have read this Agreement, agreed to be legally bound by it and certify that I am at least 18 years of age.

Signature (Customer)

Last 4 digits of SSN or Driver's License #

Print Name



("SECV" refers to Service Electric Cablevision, Inc.)

RESIDENTIAL APPLICATION

For SECV Office Use Only -

System:

Account #:

USER INFORMATION (Please fill out completely to avoid processing delays)

Name: _____ Date: _____

Install Address: _____

City: _____ State: _____ Zip: _____

Telephone (Home): () _____

Authorization Code: _____ (Last 4 digits of SSN or Driver's License #)

COMPUTER INFORMATION

I am currently a dial-up customer: ☐ Yes ☐ No SECV Modem: ☐ Purchase ☐ Rent/Lease

☐ Cust. Provided Modem: _____

High-Speed Internet:

Model and MAC #

☐ **10M** (Up to 10 Mbps Download & 2 Mbps Upload) 300 GB Monthly Data Plan

☐ **30M** (Up to 30 Mbps Download & 3 Mbps Upload) 500 GB Monthly Data Plan

☐ **50M** (Up to 50 Mbps Download & 5 Mbps Upload) 700 GB Monthly Data Plan

☐ **Wideband 125** (Up to 125 Mbps Download & 10 Mbps Upload) 1 TB Monthly Data Plan

USER EMAIL INFORMATION

Please provide current email address: _____ (Required Field)

Your email address will resemble: email name @ptd.net. Five (5) email addresses are included as part of your monthly fee.

PLEASE NOTE: Passwords must be 7-29 characters, and contain 1 numeric or special character (specials are defined as (!@#\$%^&*()_-=+~<>?::;,.). Email addresses must be 4-20 characters and start with a letter (a-z and cannot include special characters).

Requested Primary Email Address: _____ @ptd.net

Email Password: _____

Alternate Primary Email Address: _____ @ptd.net

Requested Second Email Address: _____ @ptd.net

Email Password: _____

Alternate Second Email Address: _____ @ptd.net

Requested Third Email Address: _____ @ptd.net

Email Password: _____

Alternate Third Email Address: _____ @ptd.net

It is the responsibility of the customer to cancel any existing dial-up accounts by calling PTD at 1-800-804-5783. Please do not cancel until the cable modem installation has been completed.

The undersigned hereby requests that SECV furnish High-Speed Internet Service ("Service") at the above residence using a modem connected to my personal computer and SECV's cable television facilities. In conjunction with the delivery and use of the Service, I agree to the following terms and conditions (i) pay all fees on a timely basis; and (ii) abide by the terms and conditions described in the High-Speed Residential Internet Service Agreement. **I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE.**

Signature: _____ Date: _____ Salesperson: _____

ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE

White – SECV Copy

Yellow – Customer Copy