

CENTRAL ARKANSAS TELEPHONE COOPERATIVE, INC
CONTRACT FOR BROADBAND/TV ONLY SERVICES
BISMARCK AND DONALDSON ARKANSAS
EFFECTIVE August 1, 2023

The undersigned, hereinafter called the "Customer", hereby agrees to maintain the service as described at the end of this document from Central Arkansas Telephone Company, Inc., hereinafter called "CATC", and upon the terms and conditions described below:

1. **TERMS AND RENEWAL:** This agreement shall be effective for a period of one (1) year commencing on the date of this Contract. The Contract does not auto-renew at the end of the Contract period. Customer may terminate this Contract at any time after the initial one (1) year period by giving a thirty (30) day written notice of termination.
2. **EARLY OUT PERIOD:** Customer has a one (1) month grace period, from installation date to withdrawal from IPTV service without termination penalties applying.
3. **SERVICE FEES:** Customer agrees to pay all charges and fees associated with the use of the services offered by CATC, which charges may include, without limitation, monthly service fees, charges for the use of CATC's equipment, installation charges, charges for service calls and other charges. CATC shall have the right to change the amount of fees and charges from time to time at its discretion and upon reasonable advance notice. Monthly service, equipment and other fees shall be payable monthly in advance.
4. **TAXES:** Customer is responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the service. Such amounts are in addition to payment for the service.
5. **LOCAL TELEPHONE SERVICE:** Customer understands this contract refers to PSTN (Public Switched Telephone Network) which means **no voice data, no 911 Emergency access, and no access to incoming or outgoing calls.**

CUSTOMER INITIALS _____

6. **EQUIPMENT:** It is essential for the Customer to protect all equipment issued as well as their computer and television from any electrical surge including lightning and low voltage damage. CATC is in no way responsible for any damage to equipment at the Customer's premises whether or not owned by CATC. Customer agrees to return all equipment supplied by CATC for the services included in this Contract in good condition and in working order upon termination of this Contract. If Customer does not return any or all equipment in said condition, customer agrees to pay CATC the appropriate equipment costs. A list of those equipment costs is included at the end of this Contract.

CUSTOMER INITIALS _____

7. **INSTALLATION CHARGES:** Installation charges of \$185.00 for broadband Internet access and \$100 per television outlet will be waived by CATC if the Customer maintains their account in good standing for a minimum of the initial one (1) year period of this Contract. Installation charges for up to three televisions and one computer are waived on new orders. All equipment MUST be working and in place at the time of the initial installation.

CUSTOMER INITIALS _____

8. **SERVICE DELIVERY:** Services included in this Contract include "best effort" services such as broadband Internet access and television. The actual broadband Internet access speed and television services experienced by Customer may vary and depends on several factors including Customer location, destination on the Internet, traffic on the Internet, etc. No minimum level of speed or service is guaranteed. A review of the service area and other plant conditions must be completed prior to this contract being binding.
9. **TERMINATION CHARGES AND PENALTIES:** If Customer fails to pay all charges each month or if service is terminated for any reason prior to the term of this Contract, the appropriate installation charges as described below will become due and payable immediately.

❖ **Broadband Internet Charges:** If service is cancelled within the first six (6) months, the waived installation charges will be charged to the Customer on a prorated basis. If service is cancelled after the first six (6) months but before end of the Contract period, an Early Termination Charge of \$25 will be charged.

❖ **Television Charges:** If service is cancelled before the Contract period has expired, a \$100.00 Early Termination Charge will be charged to Customer.

10. **MOVE TO NEW LOCATION:** Customers who move to a new location may sign up for a new Contract at the new location, where available. Your existing Contract cannot be carried over to a new service location.

CUSTOMER INITIALS _____

11. **COMMUNICATIONS:** Customer agrees to provide their current email address where possible and to receive correspondence via email from CATC regarding the Customer's service and /or other CATC services available. The customer also agrees to receive information from time-to-time on promotions and special offers related to television and internet programming.
12. **PRICING:** Customer understands that the prices charged for services covered by this Contract may change without notice. CATC reserves the right to suspend or terminate any of the services it offers that may be covered by this Contract. CATC may terminate this Contract at any time without notice.
13. **RECONNECTION FEE:** CATC will charge a \$25.00 reconnection fee for each service (\$25.00 TV and \$25.00 DSL) to all customers who have their services disconnected for non-pay within 10 day period.

CUSTOMER INITIALS _____

THIS CONTRACT IS NON – TRANSFERABLE

EXECUTED this _____ day of _____, 20__.

CUSTOMER: _____ AGREEMENT NUMBER _____

ADDRESS: _____ ACCOUNT NUMBER _____

CITY _____ EMAIL ADDRESS _____

CUSTOMER SIGNATURE _____ ACCEPTED BY CATC: _____

TELEVISION SERVICE LEVEL

- _____ BASIC TV
- _____ EXPANDED BASIC
- _____ VARIETY
- _____ SHOWTIME
- _____ STARZ/ENCORE
- _____ HISPANIC
- _____ REDZONE

BROADBAND SPEED

_____ TVS/STREAMS

- _____ ADDITIONAL Streams (after 3) \$ 2.50 each
- _____ ADDITIONAL 50HRS OF CLOUD DVR STORAGE \$ 2.50

Catc will furnish the initial (3) three Amazon Firesticks at the time of installation.

AN ADDITIONAL MONTHLY COST OF \$5.00 FOR EQUIPMENT MAINTENANCE IS REQUIRED

I HAVE READ AND UNDERSTAND THE SERVICE LEVEL SECTION, EQUIPMENT COST TO BE INSTALLED AT CUSTOMER LOCATION AND THE ATTACHED MAINTENANCE.

CUSTOMER INITIALS: _____

** CATC reserves the right to waive any customer obligation **