



TULAROSA COMMUNICATIONS

NAME:

SERVICE ADDRESS:

MAILING ADDRESS:

TERMS AND CONDITIONS :

TBTC and TCI dba Tularosa Communications will make reasonable efforts to provide Service(s) on Customer's requested start date. The Service(s) and payment obligations under this Agreement will begin on the date Customer has received notification indicating the Service(s) have been installed, tested, and are ready for use. Service(s) is offered in accordance with the monthly rates and one-time fees identified in this Agreement, upon placing the Customer's order for the Service(s). Rates and fees shown do not include applicable taxes. All charges incurred under this Agreement are in addition to other services provided by the Company, i.e., telephone service, internet, broadband, and ancillary services and related taxes and surcharges. This Service Agreement is non-transferrable. **Continued on reverse.**

MONTHLY RATE:

*Not including taxes and fees

INSTALLATION FEE:

I wish to waive \$150 of installation by committing to 1 year service agreement for internet. _____

UNLIMITED LD: _____

WIRE CARE: _____

1 YR SVC AGREEMENT: _____

TO BE FILLED OUT BY PERSONNEL:

DATE ORDERED: _____

SERVICE REP: _____

INSTALL DATE: _____

HSI SPEED: _____

ACCOUNT #: _____

PHONE #: _____

WIRE CARE: _____

UNLMTD LD: _____

Authorized signature below indicates that you have read and agree to the Terms and Conditions as described on this document:

SIGNATURE: _____

DATE: _____

DL#: _____

TBTC/TCI reserves the right to alter the pricing terms or add new billing options (such as usage-based billing) for the Service(s) upon one month's prior written notice. If a pricing change should occur, the customer may, within 30 days, choose to terminate this Agreement without incurring any of the early termination fees identified in this Agreement. Payments are due monthly in advance commencing upon the Service(s) start date. Non-payment of Service charges will result in collection efforts, loss of any promotional discount received, and termination of the service unpaid.

High Speed Internet

TCI's general terms and conditions can be found at www.tbtc.net in the Document Center. Following are the HSI Terms and Conditions applicable for all of TCI's High Speed Internet (HSI) services. TCI's general terms and conditions are incorporated into this Agreement by reference and also are applicable to HSI services to the extent they are not inconsistent with the HSI Terms and Conditions set forth below. Please read the following HSI Terms and Conditions of this Agreement carefully. By using the HSI Service, Customer becomes an authorized user under the terms of this Agreement. TCI provides HSI Services over various facilities -- fiber-optic, copper and wireless technology. HSI Service is available on a tiered basis; actual speeds may vary.

If, after Customer has pre-qualified to receive the HSI Service, TCI determines that it is unable to provide the HSI Service to Customer's premises, this Agreement will become null and void. Customer will be responsible for providing its own personal computer that meets the requirements to support the HSI Service. Customer may increase the bandwidth at any time during the term, and will be responsible for the increased monthly rate commencing on the first day of the Service upgrade until the first anniversary of the Service start date.

All equipment(s) furnished by TCI remains the property of TCI even though located on the Customer's premise unless a purchase agreement is executed between the parties. TCI agents or employees shall have the right to enter said property at any reasonable hour, with reasonable advance notice to Customer, to install, maintain, make collection of, or remove TCI-owned equipment. At their discretion TCI reserves the right to abandon its internal or external equipment and associated installation hardware. In such an instance, should the Customer insist on the removal of abandoned TCI equipment, the customer would be subject to charges for said equipment removal.

TCI may refuse to install or maintain any HSI Service at locations which are hazardous to TCI agents or employees. If such HSI Service is requested, the Customer may be required to install and maintain such service, and hold TCI harmless from any claims for damage by reason of the installation and maintenance of this Service.

Customer acknowledges that the installation of the HSI service requires the lease (rental) of a modem or wireless radio. Leased equipment will be covered by warranty for the length of this agreement; equipment will be warranted against defects in material and workmanship only; and any other damage to the equipment, regardless of cause, will not be covered. In the event of loss or damage to equipment, Customer must repair and return the leased property to good working condition, or replace the same with like property by purchase from TCI or other vendor.

Upon termination of service, external equipment will be recovered by TCI representative; all internal equipment, i.e., modem, radio, power adapter, must be returned within 45 days; failure to do so will result in an equipment cost of up to \$160.00, plus applicable taxes, surcharges, collection fees, etc.

In the event of early termination prior to the expiration of the Agreement, the Customer authorize TCI to charge back any promotional discounts provided with the establishment of this service, plus the monthly amount due for the remainder of the Agreement term or one of the following termination fees (whichever is less):

\$150.00 CLEC HSI, CLEC Telephone, DSL HSI, or Wireless Internet

However, if the Customer elects to temporarily discontinue the HSI Service but keep the Agreement in place, Customer shall incur a one-time charge (per incident) of \$20.00 to change the original HSI Service rate to a HSI Vacation rate which is based on current services, wireless, internet and telephone. The new monthly HSI Vacation rate will be imposed until Customer requests that the HSI Service be reinstated, not to exceed 6 months; no fee will be imposed to reinstate the Service. This vacation option will not eliminate the early termination provisions previously stated. A Customer electing the vacation rate shall be responsible for the payment to TCI of the full amount of applicable termination fees, equipment fees, or other charges as are appropriate.

Other Service Terms and Conditions

By using Unlimited Long Distance and/or Inside Wire Maintenance services the Customer agrees to the following Terms and Conditions for service. These terms are in addition to those found in the Company Tariffs.

Unlimited Long Distance

The TCI Long Distance Plan offers residential customers unlimited calling to a national long distance network. This unlimited plan is subject to normal residential usage; customer exceeding 3000 minutes two times in any 6 month period will be automatically changed to a 2000 minute block plan that bills overages (minutes exceeding 2000 minutes) at \$.03 per minute. TCI Long Distance bills in six second increments; calls less than a full minute are rounded to one minute.

This Long Distance service provides a high-quality connection over the TCI Internet (commonly referred to as Internet Protocol Long Distance); this service utilizes both internet and the traditional switched public telephone network (PSTN) gaining access to a national network; Internet outages can cause an interruption in access to the long distance network.

Inside Wire Maintenance

TBTC Wire Care service provides an insurance-like coverage for existing customer inside telephone wiring. This Agreement provides the repair of up to 2 existing jacks. (This represents a savings of up to 2.5 hours of labor & material charges.) Should additional jack(s) need repair or installation, the Customer is subject to the regular labor and material charges.

In the event of early termination prior to the expiration of the Agreement, the Company will charge back any promotional discounts provided with the establishment of this service, plus the monthly amount due for the remainder of the Agreement term or the following appropriate termination fee(s) (whichever is less):

\$100.00TCI Unlimited Long Distance

\$50.00Inside Wire Maintenance