



## THE SISKIYOU TELEPHONE COMPANY INTERNET SERVICE AGREEMENT

***This Agreement is your contract for Sisqtel Internet Service.***

### **1. Introduction.**

1.1. **Terms of Service.** This Agreement governs the terms and conditions under which The Siskiyou Telephone Company ("Sisqtel"), with the assistance of certain vendors ("Vendors"), provides you, its customer ("you"), Internet access service including 24-hour access and five email addresses (referred to in this Agreement as "Sisqtel Internet Service"). By using Sisqtel Internet Service, you acknowledge and agree to the terms and conditions of this Agreement ("Terms").

1.2. **DSL Subscribers.** If you are a Sisqtel DSL Internet customer, then all of the provisions of The Siskiyou Telephone Company DSL Internet Service Addendum supplement and modify this Agreement and apply to your Sisqtel DSL Internet Service. The Siskiyou Telephone DSL Internet Service Addendum is included at the end of this Agreement ([www.sisqtel.net/terms.html](http://www.sisqtel.net/terms.html)).

***Every time you use Sisqtel Internet Service, you are agreeing to Sisqtel's Terms.  
If Sisqtel changes the Terms in a way that you do not accept,  
you may terminate the service as provided in Section 12 below.***

2. **Changes in Terms.** Sisqtel may change the Terms on not less than ten days' written notice by email or by United States mail. Your use of Sisqtel Internet Service after the effective date of any change in the Terms shall constitute your acceptance of and agreement to such change.

### **3. Charges, Billing, and Payment.**

3.1. **Rates.** You can learn the current rates for Sisqtel Internet Service and related fees by telephoning (530) 467-6000, or toll free 1-866-467-6001, or by going on-line to [www.sisqtel.net/local.html](http://www.sisqtel.net/local.html). Charges for usage, if any, are billed in arrears. The basic rates and usage rates do not include taxes or governmentally-required surcharges, for which you are also responsible.

- 3.2. **Billing.** Unless you authorize Sisqtel to charge your credit card, Sisqtel will bill you monthly. The fixed monthly rate is payable in advance on or before the first day of Sisqtel's monthly billing cycle. Usage charges, if any, are billed in arrears.
- 3.3. **Payment.** You shall pay upon demand all amounts due to Sisqtel. Checks for payment should be made payable to "Siskiyou Telephone." If you pay by credit card, your agreement with the card issuer, and not this Agreement, governs your rights and liabilities as a card holder.
- 3.4. **Billing Disputes.** Unless you notify Sisqtel of an error in Sisqtel's billing within sixty (60) days after it first appears on your account statement, the statement will be deemed accepted by you for all purposes, including resolution of inquiries made by or through your credit card issuer. You release Sisqtel from all liabilities and claims resulting from any billing error not reported to Sisqtel within sixty (60) days after the date of the statement on which it appears.
- 3.5. **Late Payment; Non-Payment.** If Sisqtel does not receive the full amount you owe for Sisqtel Internet Service and related fees within fifteen (15) days after the date of Sisqtel's statement, you shall owe Sisqtel interest at the rate of 1.5% (or the highest amount allowed by law, whichever is less) per month on the outstanding balance until paid. You shall also be liable for all costs of collecting any unpaid balance on your Internet service account(s) with Sisqtel, including attorneys' fees. If any amount remains unpaid for more than thirty (30) days, Sisqtel shall have the right to terminate your Sisqtel Internet Service.
- 3.6. **Credit Check.** You authorize Sisqtel to do any credit verification Sisqtel deems necessary and such verification may be done at any time while you are receiving Sisqtel Internet Service. Credit verification may include a review of credit reports received from any commercially available credit bureau. You agree to provide Sisqtel with such personal information as may be required by Sisqtel in order to determine your creditworthiness and you represent and warrant that all of such information is true and correct. You acknowledge that credit privileges, if granted, may be withdrawn at any time.
- 3.7. **Charges Not Included.**
- 3.7.1. Telephone. You are responsible for all telephone company usage charges associated with connection to Sisqtel Internet Service. It is your responsibility to determine the dial-in number to use that will avoid toll usage charges. *Any telephone charges incurred are your responsibility, including long distance charges, if any.*
- 3.7.2. Customer Charges. You may incur charges while using the Internet, for example, for using on-line information services and shopping on-line. You are solely responsible for those charges.
4. **Attended Use Required.** Although Sisqtel provides 24-hour access to Sisqtel Internet Service, you shall not allow your computer to remain connected to the Internet unless

someone is attending the computer and actively using Sisqtel Internet Service. Unattended, inactive connections to the Internet cause network congestion and may cause delays for others; accordingly, Sisqtel reserves the right to disconnect your computer from the Internet if it detects a prolonged period of inactivity. This paragraph does not apply to DSL Service.

5. **Content.** As used in this Agreement, "Content" means the information, software, graphics, photographs, video, speech, sounds, music, and other material and services communicated through Sisqtel Internet Service.
  - 5.1. **No Liability.** Sisqtel makes no representations, warranties, or promises as to, and you must bear the risk of relying on, the accuracy, completeness, or usefulness of any Content. As a matter of policy, Sisqtel does not screen or filter any Content and has no obligation to monitor Content. Accordingly, neither Sisqtel nor any of its Vendors shall have any liability whatsoever for any action or inaction by Sisqtel or any of its Vendors with respect to Content.
  - 5.2. **Third Party Conditions of Use.** Content is provided by persons and entities not under the control of Sisqtel, and such other Internet service providers have their own terms and conditions of use. Violation of any of those terms of use may subject you to termination of Sisqtel Internet Service.
  - 5.3. **Content Rights.** Sisqtel and its Vendors reserve the right (but shall have no obligation) to monitor Content and to remove Content that Sisqtel or any of the Vendors deems unacceptable, undesirable, or in violation of this Agreement. Sisqtel and its Vendors reserve the right to disclose any Content and to identify the responsible customer as may be required by law, or to operate Sisqtel Internet Service properly, or to protect itself or its other subscribers.
  - 5.4. **Parental Guidance.** Content may include material inappropriate for minors; Sisqtel recommends that you guide your minors' use of the Sisqtel Internet Service directly and/or consider using commercially-available tools that enable you to restrict access to certain Internet areas and other features of the Sisqtel Internet Service that may be inappropriate for minors, at your sole cost and risk. Sisqtel makes no warranties with respect to such tools.
6. **Appropriate Use.** Sisqtel reserves the right to terminate your Sisqtel Internet Service immediately without notice if, in Sisqtel's sole discretion, you do not use Sisqtel Internet Service in an appropriate and lawful manner. You shall not use and shall not allow others to use Sisqtel Internet Service, directly or indirectly, to:
  - 6.1. Post, transmit, or promote any Content that defames or libels Sisqtel or any other person, or that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar,

indecent, obscene, sexually explicit, hateful, or racially, ethnically, or otherwise objectionable or offensive; or

- 6.2. Upload, post, publish, transmit, reproduce, or distribute in any way, information, software, or other material that is protected by copyright or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder or access any computer, software, data, or any confidential, copyright-protected, or patent-protected material of any other person, without the knowledge and consent of such person; or
- 6.3. Disrupt the normal flow of dialogue in a chat room or on a message board or otherwise act in a manner that negatively affects any other person; or
- 6.4. Impersonate any person or entity, or communicate under a false name or a name you are not entitled or authorized to use; or
- 6.5. Post or transmit chain letter or pyramid schemes; or
- 6.6. Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other persons, except in those areas that are expressly designated for such a purpose, or collect the screen name of any other Sisqtel subscriber without permission; or
- 6.7. Post or transmit any communication or solicitation designed or intended to obtain password, account, or private financial information from any other person; or
- 6.8. Violate any operating rule, policy, or guideline of any other Internet service provider; or
- 6.9. Violate any applicable local, state, national, international, or foreign law, including but not limited to any rule or regulation having the force of law and including but not limited to export and encryption laws and regulations of the United States; or
- 6.10. Copy, distribute, or sublicense any software provided by Sisqtel or violate the terms under which it was provided to you, except that you may make one copy of each software program for back-up or archival purposes only; or
- 6.11. Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy Sisqtel Internet Service.

*Your use of Sisqtel Internet Service and the  
Internet is solely at your own risk.*

7. **Security.** Because the Internet is a resource shared among many users, there is a risk that you could be subject to a variety of security breaches, including but not limited to eavesdropping, denial of service attacks, and receipt of corrupted files or viruses. This means that other people may be able to access, monitor, and/or alter your files, data, or

other traffic sent or received using Sisqtel Internet Service, or negatively affect your ability to use the service, or both. Any information sent by you over Sisqtel Internet Service is sent at your sole risk, and Sisqtel shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to such actions.

- 8. Limited Warranty.** Sisqtel shall use commercially reasonable efforts to provide you high quality Sisqtel Internet Service, but Sisqtel does not guarantee that you will be able to access the Sisqtel Internet Service at a particular speed, time, or location or that Sisqtel will have adequate capacity for the Sisqtel Internet Service as a whole or for particular purposes. Interruptions in Sisqtel Internet Service may occur due to scheduled maintenance or failure of hardware or software, as well as acts of God. Sisqtel does not warrant that any data or files sent by or to you will be transmitted in uncorrupted form. All representations, warranties, endorsements and conditions of any kind, express or implied, including, without limitation, fitness for a particular purpose, merchantability, and those arising from a course of dealing or usage of trade, are hereby excluded. Sisqtel shall give you at least 48-hours' advance notice by email of scheduled maintenance that could interrupt all or some of Sisqtel Internet Service.
- 9. Transactions.** Sisqtel does not endorse, warrant, or guarantee any product or service offered through Sisqtel Internet Service and shall not be a party to or in any way monitor any transaction between you and third-party providers of products or services.
- 10. Limitation of Liability.** The following limitations apply to the acts, omissions, negligence, and gross negligence of Sisqtel, its officers, employees, agents, contractors, or representatives, which acts, omissions, negligence, or gross negligence, but for this provision, would give rise to a cause of action against Sisqtel in contract, tort, or any other legal doctrine. Your sole and exclusive remedies under this Agreement are as expressly set out in this Agreement.

  - 10.1. Service.** Sisqtel shall not be liable to you or anyone else for any special, indirect, or consequential damages, including without limitation loss of anticipated profits or other economic loss, personal injuries, or property damage arising out of interruptions, errors, or defects, in installation, provision, termination, maintenance, repair, or restoration, of Sisqtel Internet Service, however caused, or for damage to, loss of, or destruction of, any software, files, or data (collectively, a "Loss"). Sisqtel's liability for direct damages for a Loss caused by the ordinary negligence of Sisqtel shall not exceed the amount you paid for the affected service for the period of time it was affected. Sisqtel's liability for any direct damages for a Loss caused by the gross negligence on the part of the Company shall be limited to \$2,500. Sisqtel shall not be liable for any Loss due to causes beyond its control.
  - 10.2. Software.** Sisqtel shall not be liable to you or anyone else for any special, indirect, or consequential damages, including without limitation loss of anticipated profits or other economic loss, personal injuries, or property damage, for any faulty software that may

be provided by Sisqtel. Sisqtel's entire liability to you for defects in software provided by Sisqtel, and your exclusive remedy, shall be limited to replacement of the software.

**10.3. Intellectual Property Rights.** Sisqtel shall not be liable to you or anyone else for any losses, claims, damages, expenses, liabilities, or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit, or other proceeding based upon a claim that your use of Sisqtel's Internet Service or use by a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights, or contractual rights of any third party.

**11. Indemnification.** You agree that upon request by Sisqtel you will defend, indemnify, and hold harmless Sisqtel, its officers, directors, agents, employees, and Vendors, from all claims, liabilities, and expenses, including attorneys' fees, that arise from your breach of this Agreement, including without limitation:

11.1. Any breach of this Agreement by you or anyone you permit to use your Sisqtel Internet Service ("Users");

11.2. Your or any Users' use of Sisqtel Internet Service or the Internet for the placement or transmission of any information, software, or other materials on the Internet;

11.3. Your acts or omissions or those of your agents or contractors in connection with, among other things, the installation, maintenance, presence, use, or removal of equipment or software not provided by Sisqtel connected or to be connected to Sisqtel Internet Service; and

11.4. Claims for infringement of any third party proprietary right, including copyright, patent, trade secret, and trademark rights, arising from the use of any services, equipment, or software not provided by Sisqtel.

Sisqtel reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which Sisqtel is entitled to indemnification hereunder.

## **12. Termination.**

### **12.1. Your Voluntary Termination**

12.1.1. **Notice Required.** In order to terminate your Sisqtel Internet Service, you must give written notice to Sisqtel either by email (*admin@sisqtel.net*) or by United States mail (*The Siskiyou Telephone Company, Attn: Customer Service, P. O. Box 157, Etna, CA 96027-0157*). Effective upon Sisqtel's receipt of notice of termination, and not before, Sisqtel shall stop charging you for Sisqtel Internet Service.

12.1.2. **Refunds.** Upon termination of Sisqtel Internet Service, Sisqtel will refund any unused portion of fixed monthly rates paid in advance, except in the case of

early termination of a Sisqtel Internet Service arrangement requiring a minimum number of months' service in return for a discounted rate, in which event the regular (non-discounted rate) shall be applied to the months of service furnished by Sisqtel, in order to determine what, if any, balance remains for refund.

- 12.1.3. **Involuntary Termination for Misuse or Nonpayment.** In the event Sisqtel exercises its right to terminate Sisqtel Internet Service to you in accordance with the provisions of this Agreement, it may terminate Sisqtel Internet Service with immediate effect without prior notice, and Sisqtel shall not be obligated to refund any prepaid amounts.
- 12.1.4. **Payment Upon Termination.** Upon termination of Sisqtel Internet Service for any reason, all charges incurred for Sisqtel Internet Service, together with interest owed for late payments, if any, shall become immediately due and payable, and the provisions of Section 3(e) shall apply as to any amounts not immediately paid and as to costs incurred in collecting such amounts.
13. **Entire Agreement.** This Agreement contains and refers to the entire agreement of the parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect unless contained in a subsequent written modification signed by both parties to this Agreement or unless modified pursuant to Section 2.
14. **Headings.** The headings in this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.
15. **No Waiver.** No course of dealing or failure of either party to enforce strictly any right, term, or condition of this Agreement shall be deemed or construed as a waiver of such right, term, or condition.
16. **Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect.

THE SISKIYOU TELEPHONE COMPANY

Revised November 1, 2008

**THE SISKIYOU TELEPHONE COMPANY  
DSL INTERNET SERVICE ADDENDUM**

- 17. DSL Service.** This Addendum modifies and expands The Siskiyou Telephone Company Internet Service Agreement ( [www.sisqtel.net/terms.html](http://www.sisqtel.net/terms.html) ) and governs the terms and conditions under which Sisqtel provides DSL Internet access service to its customers ("Sisqtel DSL Internet Service"). By making use of Sisqtel DSL Internet Service, you agree to the terms and conditions of The Siskiyou Telephone Company Internet Service Agreement as modified by this Addendum. For subscribers to Sisqtel DSL Internet Service, "this Agreement," as used in the Internet Service Agreement and in this Addendum, means said agreement as supplemented and modified by this Addendum. Exhibit B to this Agreement is incomplete as posted online. When Sisqtel delivers a completed paper copy of Exhibit B to you that completed document is hereby made a part hereof.
- 18. Changes in Terms.** Sisqtel may change the provisions of this Addendum on not less than ten days' written notice by email or by United States mail. Your use of Sisqtel DSL Internet Service after the effective date of any change in this Addendum shall constitute your acceptance of and agreement to such change.
- 19. Attended Use Not Required.** The provisions of Section 4 of The Siskiyou Telephone Company Internet Service Agreement do not apply to you as a Sisqtel DSL Internet Service subscriber.
- 20. Equipment.**
- 20.1. Minimum System Requirements.** In order to run Sisqtel DSL Internet Service, your computer must meet the minimum specifications set forth in Exhibit A at the end of this Addendum ( [www.sisqtel.net/dsl.html](http://www.sisqtel.net/dsl.html) ). In addition, successful installation requires that you have your original copy of your operating system software on CD-Rom, diskette, or other medium. You represent and warrant that you meet these requirements.
- 20.2. DSL Modem.** You must connect a DSL modem to your computer in order to use the Sisqtel DSL Internet Service. A list of DSL modems approved by Sisqtel can be found at [www.sisqtel.net/dsl.html](http://www.sisqtel.net/dsl.html) .
- 20.3. DSL Router.** If you intend to provide shared access over a local area network with Sisqtel DSL Internet Service, a DSL router must be installed.
- 20.4. Equipment Compatibility.** You shall be solely responsible for the installation, operation, maintenance, use, and compatibility (with Sisqtel DSL Internet Service) of your computer system and related equipment and any DSL-related equipment or

software not provided by Sisqtel. In the event that your equipment or software not provided by Sisqtel impairs your use of Sisqtel DSL Internet Service, (i) you shall nonetheless be liable for payment of all Sisqtel DSL Internet Service charges; and (ii) Sisqtel shall not be responsible for meeting any service specifications or performance levels generally applicable to the Sisqtel DSL Internet Service.

20.5. **Equipment Furnished by Sisqtel; Limited Warranty.** Sisqtel shall not be responsible for the ongoing operation of the DSL modem or other equipment furnished by Sisqtel, and Sisqtel shall have no obligation to maintain such equipment, nor any obligation to secure maintenance services on your behalf. All equipment purchased from Sisqtel is subject to the terms and conditions set forth in the manufacturer's warranty or end-user license packaged with such equipment. Sisqtel makes no representations or warranties, express or implied, regarding such equipment.

## 21. **Sisqtel DSL Service Availability.**

21.1. **Geographic Availability.** You acknowledge that Sisqtel DSL Service may not be available on your telephone line, even though the preliminary telephone number check conducted when you placed your order indicated that the service is available in your geographical area. Due to the nature of the DSL service technology, Sisqtel reserves the right to terminate this Agreement without liability to you if Sisqtel at any time is not able to provide, repair, or maintain Sisqtel DSL Internet Service to your premises; provided, however, that Sisqtel shall refund any pre-paid charges for the Sisqtel DSL Internet Service that it terminates.

21.2. **Circuit Speed.** All speeds referenced, verbally or written, are based on sync rate and are "best effort", and may vary and are not guaranteed.

## 22. **Telephone Service.**

22.1. **Existing Line.** Sisqtel shall provide Sisqtel DSL Internet Service over your existing telephone line. Sisqtel and its agents, contractors, and representatives shall have no liability for interference with or degradation of telephone service on your line.

22.2. **911 Service.** You shall instruct everyone in your household to use the telephone and not your computer to call 911 for emergency help. Your computer, even with voice communication, will not deliver necessary emergency information to the 911 dispatcher.

22.3. **Local and Toll Carrier Charges.** This DSL Addendum in no way changes or supersedes your relationship with your current provider(s) of local and long-distance telephone service. You will continue to be charged separately for those telephone services.

## 23. Limited Warranty.

- 23.1. The actual transmission speeds you experience using Sisqtel DSL Internet Service may vary from the transmission speeds that you might expect, due to such factors as the length and gauge of the telecommunications line serving your premises and other operational characteristics of the facilities and equipment used for the Sisqtel DSL Internet Service. Speed also depends on the bottlenecks experienced upon the wider network architecture of the Internet itself. For these reasons, Sisqtel does not guarantee that you will experience any particular performance level (throughput speed).
- 23.2. However, Sisqtel shall make every commercially reasonable effort to deliver to you the highest possible quality of DSL service.
- 23.3. This limited warranty does not apply (i) to issues involving your computer or software; (ii) if your equipment has been subjected to unusual physical or electrical stress, misuse, neglect, accident, or abuse, or damaged by any other external cause; or (iii) any person other than Sisqtel or its contractor has installed the Sisqtel DSL Internet Service and related equipment.
- 23.4. This limited warranty shall be in lieu of all other express or implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose.

**24. Activation at Fixed-location.** Sisqtel DSL Internet Service requires a technical activation on your telephone line. Sisqtel shall, at a time mutually agreed, install the necessary equipment on the exterior of your premises and shall test the circuit at the telephone jack you intend to use for Sisqtel DSL Internet Service. The service may not be moved to different premises (even if the telephone number remains the same) or to a different telephone number without payment of a new activation fee and any applicable charge for early termination. Transferring the service to a different place within a location may require further activation work by Sisqtel or its agents, contractors, or representatives, at additional cost. If you change locations, you shall notify Sisqtel, pursuant to the provisions of Section 12 of this Agreement, to terminate your service.

## 25. Installation By Sisqtel.

- 25.1. **Back-Up Requirements.** The installation, use, inspection, maintenance, repair, and removal of the DSL equipment may result in service outage or potential damage to your computer. You are solely responsible for backing-up all existing computer files by copying them to another storage medium prior to installation of the DSL equipment, and prior to any inspection, maintenance, repair, or removal of the DSL equipment.
- 25.2. **Access; File Modification.** If you request Sisqtel to install Sisqtel DSL Internet Service, you authorize Sisqtel to enter your premises at a mutually agreed time, open

your computer, install hardware and software, re-boot the system, test the service, and perform similar functions necessary for a successful installation. As part of the installation process for the DSL software, as when most software is installed on a computer, system files on your computer, such as INI, BAT, SYS, and DLL files, may be modified or deleted. Sisqtel does not represent, warrant, nor covenant that such modifications or deletions will not disrupt the normal operations of your computer.

- 25.3. **Limitation of Liability.** Sisqtel and its employees, agents, contractors, and representatives shall have no liability whatsoever for any (i) damage to or loss or destruction of your software, files, or data arising out of installation by Sisqtel; or (ii) damage to your computer or peripheral equipment caused by Sisqtel in the course of installation, other than the cost to repair or replace such hardware; or (iii) disruption of your normal telephone service during the installation process; or (iv) impacts upon or loss of any computer or software vendor warranty relating to the opening of your computer in the course of installation.
26. **Installation By You or Others.** Sisqtel does not represent, warrant, or covenant that installation by you or a third party chosen by you will enable you to successfully access, operate, or use Sisqtel DSL Internet service.
27. **Appropriate Use.** Sisqtel reserves the right to terminate your Sisqtel DSL Internet Service immediately without notice if, in Sisqtel's sole discretion, you do not use Sisqtel DSL Internet Service in an appropriate and lawful manner. You agree not to use or to allow others to use Sisqtel DSL Internet Service, directly or indirectly, to:
- 27.1. Violate any of the provisions of Section 6 of this Agreement; or
- 27.2. Disrupt, abuse, or cause degradation of service in the Sisqtel's backbone network nodes or network services or the network nodes of other Sisqtel.net users; or
- 27.3. Resell the Sisqtel DSL Internet Service, or bandwidth, or use the service for operation of an Internet service provider business or for any other business enterprise in competition with Sisqtel; or
- 27.4. Redistribute your residential Sisqtel DSL Internet Service to anyone not a member of your household or redistribute your business Sisqtel DSL Internet Service to anyone not working for your business as an employee or contractor.
- 27.5. Access any computer, software, data, or any confidential, copyright-protected, or patent-protected material of any other person, without the knowledge and consent of such person.

If you engage in any of these activities, Sisqtel may immediately terminate your Sisqtel DSL internet Service. This Section 27 shall not in any way limit Sisqtel's rights of termination pursuant to Section 12 of this Agreement.

## **28. Security.**

28.1. **Firewall, Anti-virus Recommended.** It is your responsibility to safeguard your computer system, through appropriate means (e.g., using commercially available software or hardware) from theft, unauthorized use, or system corruption. If you fail to secure your system properly and that causes any detriment to the network, Sisqtel may immediately terminate your Sisqtel DSL Internet Service. Sisqtel **HIGHLY** recommends that you purchase and install a commercial firewall package and anti-virus package. Sisqtel shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from or arising out of or otherwise relating to your failure to safeguard the security of your system, software, and data.

28.2. **FTP/HTTP Server Setup.** Certain applications that you may use will, by their nature, permit other Internet users to gain access to your computer. These applications include, for example, your use of your computer as a server to allow others to download files using FTP or to access content you placed on a Web site using HTTP. You are permitted to run such applications for your personal use and within the limitations of Sections 6 and 27 of this Agreement, provided that you take the appropriate security measures and you assume all risk of security breaches such as those described in Section 28.1 above. Sisqtel shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from or arising out of or otherwise relating to your use of such applications, including, without limitation, damages resulting from other Internet users' having access to your computer.

## **29. Limitation of Liability for Equipment.**

29.1. Sisqtel shall not be liable for any direct, special, indirect, or consequential damages, including without limitation loss of anticipated profits or other economic loss, personal injuries, or property damage, for defective equipment provided by Sisqtel.

29.2. Your sole remedy in the event of any defective equipment shall be to seek redress from the manufacturer in accordance with the terms and conditions set forth in such manufacturer's warranty or end-user license packaged with such equipment. Do not ship defective equipment to Sisqtel. Any equipment Sisqtel delivers to you hereunder may have additional restrictions on its use required by the manufacturer. You are solely responsible for adhering to any and all such restrictions and requirements.

**30. Internet Protocol Address.** You shall have no ownership interest in any Internet Protocol address provided by Sisqtel. Sisqtel shall retain ownership of all such addresses and, upon termination of this Agreement, you shall no longer have access to or use of any such address.

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**EXHIBIT A**  
**to**  
**THE SISKIYOU TELEPHONE COMPANY**  
**DSL INTERNET SERVICE ADDENDUM**  
**MINIMUM SUPPORTED SYSTEM REQUIREMENTS<sup>(1)</sup>**

**Windows System:**

Microsoft Windows XP Service Pack 2  
PC with 300 megahertz or higher processor clock speed recommended; 233 MHz minimum required (single or dual processor system);\* Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended  
128 megabytes (MB) of RAM or higher recommended (64 MB minimum supported; may limit performance and some features)  
1.5 gigabytes (GB) of available hard disk space  
Ethernet card with RJ45 connector

**Macintosh System:**

Mac OS 9 to OS X 10.3 (excluding OS X 10.0 - 10.0.4)  
Power PC Processor  
64MB of RAM (128MB recommended)  
100MB of free disk space  
Ethernet support, via AAUI port with RJ45 connector transceiver, communications slot or PCI slot equipped with an Ethernet card and RJ45 connector or built-in RJ45 connector

1) These minimum requirements may not be adequate for all DSL downloads, features, and functions that you may expect or desire.

**EXHIBIT B**  
**to**  
**THE SISKIYOU TELEPHONE COMPANY**  
**DSL INTERNET SERVICE ADDENDUM**

**SYSTEM SETTINGS**

IP Address:                    \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_

VPI:                            \_\_\_\_\_

VCI:                            \_\_\_\_\_

SUB NET MASK:                \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_

GATEWAY Address:             \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_

DNS Address:                 \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_

**Email Settings:**

Incoming Mail, (lower case):      pop.sisqtel.net

Outgoing Mail, (lower case:)      mail.sisqtel.net

If you use the above SISQTEL-provided settings, you acknowledge that you have read and agreed to THE SISKIYOU TELEPHONE COMPANY SERVICE AGREEMENT, AND ALL ADDENDUMS, EXHIBITS, AND ATTACHMENTS THERETO.