



**Titonka-Burt Communications**  
 247 Main St. N. – Titonka, IA 50480  
 214 Walnut St. – Burt, IA 50522

**Subscriber Agreement**

Residential

Commercial

Name		
Address One		
Address Two		
City	State	Zip
Primary Phone/Account Number		
netINS E-Mail Address*		
Primary E-Mail Address (if different)*		

Business Name		
Address One		
Address Two		
City	State	Zip
Primary Phone/Account Number		
netINS E-Mail Address*		
Primary E-Mail Address (if different)*		

**Service Information**

SecureIT	# of PCs: _____	@ \$ 1.95 /mo/for up to 3 PCs
SecureIT Live	# of PCs: _____	@ \$ 4.50 /mo/each PC
SecureIT Plus	# of PCs: _____	@ \$ 5.95 /mo/each PC

By Signing below I agree to purchase the SecureIT Service through Titonka-Burt Communications as specified above, and have the charges added to my monthly phone bill. I have received, reviewed, understand and agree to the Terms and Conditions contained in my License Agreement, see reverse side. **Installation charges of \$29.95 will be added to your first bill if you use the remotely supported installation option when installing the software for each computer you install it on.**

\_\_\_\_ I agree to keep this level of SecureIT or above for twelve consecutive months and will receive one month free SecureIT service.

Customer Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title if Commercial \_\_\_\_\_

**For technical assistance or help with SecureIT Plus installation, please contact Security Coverage Customer Support toll free at (877)373-3320.**

**\*Your license key will be sent to the email address you specify above. To install Security Coverage service on your computer you'll download the file using the link provided in the email. The installation process will ask for your license key.**

## Titonka-Burt Communications SecureIT Security Service

BY YOUR SIGNATURE YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. ALSO, YOU ACKNOWLEDGE THAT (I) YOU HAVE CAREFULLY READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND (II) YOU ARE AN AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION and/or household WITH THE AUTHORITY TO EXECUTE THIS AGREEMENT ON ITS BEHALF.

1. General. This Agreement is made by and between Titonka-Burt Communications and the customer identified in this service subscription agreement ("Customer"). By signing and installing or using any part of the Service, Customer agrees to be bound by this Agreement and to use the Service in compliance with this Agreement. This Agreement sets forth the terms and conditions pursuant to which Titonka-Burt Communications shall provide to Customer. The Service provides antivirus protection software, Microsoft critical patch updates, popup blocking, disk defragmentation, and spyware detection and removal on a remotely managed and supported basis.

2. Rates and Charges. Customer and Titonka-Burt Communications agree that Titonka-Burt Communications is providing the Service to Customer at the agreed usage, installation and recurring charges. Customer authorizes Titonka-Burt Communications to Bill Customer's account for any and all charges agreed to on front of Agreement. Rates and charges are subject to change by Titonka-Burt Communications from time to time by notice to Customer provided with the Service or otherwise. Customer shall be liable for all sales and use taxes, as well as any duties or levies, arising in connection with the Service. Delinquent accounts may be suspended or cancelled at Titonka-Burt Communications' sole discretion; however, charges will continue to accrue until the account is cancelled. Titonka-Burt Communications is not responsible for any toll or other charges in connection with Customers access of the Service.

3. Term and Termination. **The term of this Agreement shall begin when Titonka-Burt Communications makes the Service available to Customer and will continue for one year, unless terminated pursuant to the terms of this Agreement. At the end of the one year term, Customer may continue on a month by month basis under the then current terms and conditions, to continue the Service.** Titonka-Burt Communications reserves the right, in its sole discretion, not to offer Service to Customer. Customer may terminate this Agreement, effective upon 30 days written notice to Titonka-Burt Communications, if Titonka-Burt Communications breaches this Agreement and fails to cure the breach during the 30 day period following receipt of written notice. Customer shall not be entitled to a refund of fees and charges paid in advance to Titonka-Burt Communications. Without prior notice, Titonka-Burt Communications may terminate this Agreement, Customers password, Customers account, and Customers use of the Service, if Customer fails to pay any charges when due or, if Titonka-Burt Communications, in its sole discretion, believes Customer or someone using Customers account has violated this Agreement.

4. Rights and Obligations of Customer. Customer represents and warrants that (a) it has full right and authority to enter into this Agreement; (b) it will not use the Service in any manner which is in violation of any law or governmental regulation; (c) the "Customer Data" (as hereinafter defined) will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right; and (d) Customer will comply with all relevant export and encryption laws and regulations of the United States ("Export Laws") to assure that neither the Service nor any direct product thereof are used in a manner (i) directly or indirectly, in violation of Export Laws; or (ii) intended to be used for any purposes prohibited by Export Laws. "Customer Data" shall mean the text, data, images, sounds, photographs, illustrations, graphics, programs, code and other materials which may be transmitted in connection with the Service hereunder.

5. Equipment and Materials. All software provided by Titonka-Burt Communications to Customer is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license applicable thereto, including the Customer License Terms set forth below and made a part of this Agreement, with no warranty of any kind from Titonka-Burt Communications.

6. Disclaimer of Warranties. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. Titonka-Burt Communications EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET AND Titonka-Burt Communications EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICE AND RELATED SOFTWARE PROVIDED BY Titonka-Burt Communications, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY Titonka-Burt Communications, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

7. Limitation of Liability. EXCEPT FOR CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS RELATED TO THE SERVICE SHALL BE LIMITED TO ONE-TWELFTH (1/12) OF THE TOTAL ANNUAL PAYMENT MADE BY CUSTOMER TO Titonka-Burt Communications FOR THE AFFECTED SERVICE, EXCLUDING SET-UP AND SIMILAR FEES, OR REPLACEMENT OF THE ALLEGEDLY DEFECTIVE service component or DOWNLOAD. Titonka-Burt Communications' TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED ONE-TWELFTH (1/12) OF THE TOTAL PAYMENT, EXCLUDING SET-UP AND SIMILAR FEES, MADE BY CUSTOMER TO Titonka-Burt Communications FOR THE SERVICE.

8. Dispute Resolution. Any dispute arising out of this Agreement which cannot be resolved by the parties will be settled by arbitration, which will be conducted in accordance with the Judicial Arbitration and Mediation Services (JAMS) Comprehensive Arbitration Rules. Either Party may initiate arbitration by providing written demand for arbitration to JAMS (with a copy to the other party), a copy of this Agreement and the administrative fee required by JAMS.

The written demand for arbitration shall be sufficiently detailed to permit the other party to understand the claim(s) and identify witnesses and relevant documents. The remaining cost of the arbitration, including arbitrator's fees, shall be shared equally by the parties; provided, however, each party shall bear the cost of preparing and presenting its own case (including its own attorney's fees). The arbitration will be held in Guthrie Center, Iowa. The arbitrator has no authority to award any indirect, incidental, special, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall follow the plain meaning of the Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction. If either party fails to comply with the dispute resolution process set forth herein (including without limitation, non-payment of an arbitration award) and a party is required to resort to court proceedings to enforce such compliance, then the non-complying party shall reimburse all of the costs and expenses incurred by the party requesting such enforcement (including reasonable attorneys fees).

9. Confidentiality. Neither party shall, without the prior written consent of the other party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information (as defined below) of the other party, during the term of this Agreement and for one (1) year following the expiration or termination hereof. For purposes of this section, Confidential Information shall include, but not be limited to, the terms and existence of this Agreement, including pricing. Each party will take reasonable precautions to protect the other parties Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information.

10. Miscellaneous. Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Titonka-Burt Communications. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions shall remain in full force and effect. Neither party will be liable for any delay or failure to perform its obligations hereunder (except with regard to payment obligations) where delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, changes in law or government regulation, or any other event beyond its reasonable control, including slow down, interruptions or stoppages of the Internet. This Agreement constitutes a legally binding instrument and agreement between Customer and Titonka-Burt Communications with respect to the subject matter hereof and expressly supersedes any prior written or oral agreements or understandings between the parties. Titonka-Burt Communications reserves the right to modify this Agreement in its discretion at any time. Titonka-Burt Communications will notify Customer of the changes. Customers continued use of the Service after notification shall constitute acceptance of the changes. If Customer does not accept the changes, Customer may terminate this Agreement. The terms, representations, warranties and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a party to this Agreement, including without limitation, Customers Users. This Agreement shall be governed by the laws of the State of Iowa without regard to its choice of law principles.