

**CAP ROCK TELEPHONE COOPERATIVE, INC.
INTERNET AGREEMENT**

For the purpose of this agreement INTERNET SERVICES are described as Internet Access; Electronic Mail (e-mail); a single e-mail address and optional services that include web-site hosting and additional e-mail accounts ("the Services"). You will not use the Services provided by Cap Rock Telephone Cooperative, Inc. ("Cap Rock") or permit others to use the Services through your account in any way that violates any law or regulation; subjects Cap Rock to liability; or is in contravention of Cap Rock's Acceptable Use Policy ("AUP") set forth at <http://www.caprock-spur.com/aup.html>. You may also obtain the current AUP by calling 1-800-692-4242. You agree to comply with all Cap Rock security procedures and standards and to be bound by the terms and conditions of the End User License Agreement for any software provided to you.

You must be at least 18 years old to register for the Services. By accepting this Agreement, you represent that you meet this age requirement. Minors who use the Services are assumed to have parental or guardian consent to do so. You agree to provide Cap Rock with accurate and complete billing information including your legal name, address, and telephone number. All changes to this information must be reported to Cap Rock within 30 days of the change.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD CAP ROCK HARMLESS FROM ANY AND ALL LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO OR ARISING FROM: ANY VIOLATION OF THIS AGREEMENT BY YOU OR THOSE WHO ACCESS THE SERVICES THROUGH YOUR ACCOUNT; AND, THE USE OF THE SERVICES OR THE INTERNET AND THE PLACEMENT OR TRANSMISSION OF ANY MESSAGE, INFORMATION, SOFTWARE, OR OTHER MATERIALS ON THE INTERNET BY YOU OR BY THOSE WHO HAVE ACCESS TO THE SERVICES THROUGH YOUR ACCOUNT.

You and any members of your household (or employees of your business if a commercial account) are the only individuals who are authorized to access or use the Services through your Cap Rock account. You must not permit anyone else to access or use the Service through your account and must ensure that all authorized users of your account comply with this Agreement. Connection of servers from the customer side to your account is prohibited without the express consent of Cap Rock, and may result in additional charges for the Services being assessed by Cap Rock. Evidence of such unauthorized servers will result in immediate termination of your account and additional disconnection charges. Resale (including use by an authorized user for the benefit of an unauthorized user) of the Services for either tangible or intangible consideration is expressly prohibited.

Payment for Services is due within 16 days of the invoice date. Monthly charges are based on the rate plan chosen by you. Current prices for Cap Rock Services may be obtained by contacting Cap Rock's business office at 121 E. Third St., Spur, Texas, 1-800-692-4242 or 271-3336. You are liable for the full amount of your monthly fees and usage time for each month you are on the service. For usage-sensitive accounts, usage is defined as from the time you log on to your Internet access account until you disconnect from the Internet dial-up line. Usage is accumulated in fractions of an hour throughout the month, billed in whole minutes, rounding to the next whole minute of usage. Accounts not paid in full by the due date are subject to immediate interruption or disconnection. To re-establish an account you must first pay the past due amount and 50% of the regular sign-up fee. Past due accounts may accrue a late fee of 1.5% per month from the invoice date. Service interruption and termination does not relieve you of the obligation to pay the monthly charge or remaining installments on a long-term agreement. A service charge of \$10.00 will be assessed to your account for each check that is returned to Cap Rock for insufficient funds.

You shall be liable for all one-time installation charges as part of your first month's invoice and you shall be liable for all access and usage charges on a monthly recurring basis. You are liable for all charges properly billed to your account.

LOCAL ACCESS DIAL-UP NUMBERS MAY NOT BE AVAILABLE IN ALL AREAS. IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE IF USE OF A PARTICULAR DIAL-UP NUMBER WILL CAUSE YOU TO INCUR LONG-DISTANCE, TOLL OR OTHER CHARGES. CAP ROCK IS NOT RESPONSIBLE FOR ANY LONG-DISTANCE OR TOLL CHARGES INCURRED BY YOU THROUGH YOUR USE OF THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL TELECOMMUNICATIONS CHARGES INCLUDING LOCAL AND LONG DISTANCE TELEPHONE CHARGES FOR CONNECTION TO THE SERVICES BY YOU AND BY THOSE WHO ACCESS THE SERVICES THROUGH YOUR ACCOUNT.

YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET BY YOU AND YOUR AUTHORIZED USERS. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CAP ROCK DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE VIA THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. CAP ROCK MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH CAP ROCK OR ON THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY CAP ROCK, ITS EMPLOYEES, AFFILIATES OR CONTRACTORS SHALL CREATE A WARRANTY.

CAP ROCK SHALL NOT BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM USE OF THE SERVICE. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY.

THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU OR OTHERS ACCESSING THE SERVICES THROUGH YOUR ACCOUNT. YOU ACCESS SUCH MATERIALS AND PERMIT OTHERS TO ACCESS SUCH MATERIALS THROUGH YOUR ACCOUNT AT YOUR OWN RISK. CAP ROCK HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS.

Cap Rock has no obligation to monitor the Services but may do so and may disclose information regarding your use of the Services to satisfy laws, regulations or governmental requests; to operate the Services properly; and, to protect itself and its members. Cap Rock will not disclose member information to outside persons or entities for any purpose not required by law.

E-mail service is part of the Services offered by Cap Rock. E-mail messages left on the Cap Rock E-mail Server for more than 20 days are subject to deletion without further notice. Cap Rock is not responsible for delivery, misdelivery, or nondelivery of any e-mail messages. You understand that if you change Internet Service Providers you may not be able to take your e-mail address with you to the new provider.

Services may be temporarily unavailable from time to time for maintenance and repair or other reasons beyond the control of Cap Rock. Cap Rock is not responsible for the state of connectivity of the various Internet nodes and servers other than its own. There are no understandings, agreements, or representations expressed or implied which are not specified herein, respecting this agreement, or the Services.

CAP ROCK EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE RELATED TO THE SERVICE AND ALL OTHER MATTERS.

Cap Rock reserves the right to alter, amend or modify this Agreement at any time. No amendment or modification to this Agreement by you shall be valid or binding on Cap Rock unless made in writing and signed by both parties.

Cap Rock may provide notice to you by the following methods: Electronic mail (e-mail) addressed to your e-mail account; general posting to Cap Rock's web site at <http://www.caprock-spur.com/>; or by US Mail or courier service at the address you provided Cap Rock when you registered for the Services. All notices or other communications to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or posting or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

Neither this Agreement, nor any of your rights or obligations arising hereunder, shall be transferable by you to any third party without Cap Rock's prior written consent.

This agreement states the entire obligation of Cap Rock in connection with this transaction. The user expressly waives all damages, whether direct, incidental or consequential, related to the Services. This includes, but is not limited to, loss of data resulting from delays, nondeliveries, misdeliveries, service interruptions or quality of the information caused by your acts or omissions of a third party.