



CONSTRUCTION CONTRACT

THIS TWO-YEAR CONTRACT is made and entered into on the date services begin by and between Northeast Missouri Rural Telephone Company of Green City, Missouri (hereinafter referred to as "Provider") and "Customer" hereinafter identified.

- 1. Provider hereby agrees to provide NEMR Services (hereinafter "Service") to Customer upon the terms and provisions hereinafter provided.
2. Customer hereby agrees to pay to Provider a minimum \$200 installation fee and the prevailing rate for a minimum term of 2 years beginning on the date service begins and continuing month to month after the initial term ends. Said monthly fee is billed and due on the first of each month and becomes delinquent and subject to late payment penalties and/or disconnect on the 21st day of the month. In the event Customer disconnects from Provider or otherwise terminates this contract before the expiration of the 2-year minimum term the Customer hereby agrees to pay to Provider an early termination fee based on the months of service as follows:
• 0-12 months \$850
• 13-18 months \$425
• 19-24 months \$200
3. Customer will be responsible for repair or replacement of ONT valued at \$250 and if applicable, HSI network router valued at \$110 and/or NEMR TV set top box valued at \$50 or the DVR set top box valued at \$125, that has been subjected to physical abuse or used with defective or non-compatible equipment.
4. In the event of default of payment of amounts due by Customer to Provider, Provider may terminate service at any time, thereafter, including during the minimum term provided for in Paragraph 2 above.
5. Should Customer fail or refuse to carry out the terms of this Contract, or to make payments specified herein, this Contract may be terminated by Provider and Provider may initiate legal proceeding to enforce this Contract, including collection of amounts owed. Customer shall pay all legal fees and costs, including reasonable attorney's fees, incurred by Provider in the enforcement of this Contract. Interest on unpaid amounts shall accrue from the date owed at the legal rate as provided by Missouri Law. Customer waives any requirement for Notice and Demand of unpaid amounts owed.
6. Limitations of liability:
• In addition to any other limitation on remedies or limitations of liability set forth in our Terms of Service or in applicable law or regulations, the Provider shall not be liable for any delay or failure to provide Service at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) an act or omission of an underlying carrier, service provider, vendor or other third party; (b) equipment, network or facility failure, including failure caused by the loss of power; (c) equipment, network or facility upgrade or modification; (d) force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions; (e) equipment or facility shortage; (f) equipment or facility relocation; (g) any act or omission by you or any person using your Service; (h) theft, fraud or abuse of Service; or (i) any other cause that is beyond the Company's reasonable control.
• To the extent permitted by law, our total liability for any claim under this agreement, including for any express or implied warranties, is limited to the amount you paid us for the affected service or facilities. Whether such claim or remedy is sought in contract or tort, including negligence, strict liability or otherwise to the extent permitted by law, we shall not be liable to you for any consequential, incidental indirect, punitive, special or trebled or enhanced damages, including, but not limited to lost profits, lost business, or other commercial or economic loss, whether such damages are claimed for breach of contract. Negligence or otherwise and whether or not we have been advised of the possibility of such damages.
7. Customer grants permission to provider to install, construct, maintain, and repair buried fiber optic cable on customer's property. Customer agrees to allow provider to install necessary wiring on customer's building for customer's and/or adjacent customer's service.
8. Current and up-to-date versions of our Acceptable Use Policy, other Terms and Policies, and Rates are available at www.nemr.net
9. This Contract shall be governed by the laws of the State of Missouri and any action to enforce this Contract shall be commenced and conducted in Sullivan County, Missouri.

Customer hereby consents to the jurisdiction of the Sullivan County, Missouri, Circuit Court.

Print Customer Name: _____ Address: _____

Customer Signature: _____ Date: ____/____/____