



**McDonald County Multi-Media
Terms of Services Agreement
Commercial Subscribers**

This Service Agreement ("Agreement") is made on _____, 20____ by and between McDonald County Multi-Media ("MCMM"), P.O. Box 207 (704 Main Street), Pineville, Missouri 64856-0207 and _____ located at: _____

This Agreement covers the terms on which we agree to provide and you agree to accept High-Speed Internet Service and/or Digital Video Television services (the "Services") from MCMM. In this Agreement, we use the words "we," "us," "our," or "MCMM" to represent McDonald County Multi-Media and its affiliates, including McDonald County Telephone Company, and "you," "your," or "Customer" to represent you, the customer of MCMM. This Agreement supersedes and replaces the current Terms of Service Agreement between MCMM and Customer.

Timely Payment: Payment Terms. Customer agrees to pay all charges for Services within 20 days of the invoice date. Any amounts that remain unpaid after that date will be assessed a late payment charge equal to ten percent (10%) of the balance that remains unpaid. **Customer acknowledges that partial payment of any invoice for combined services provided by MCMM, its affiliates, or third parties' services billed by MCMM are applied in the following order: telephone services charges, long distance charges, digital video television charges, and Internet/DSL charges.**

Any applicable federal, state, and local use, excise, sales, or privilege taxes or similar liabilities chargeable to or against MCMM as a result of the provision of MCMM's Services hereunder to Customer shall be charged to and payable by Customer.

In addition to any applicable late payment charges, MCMM reserves the right, under appropriate circumstances, to impose a charge of \$25.00 or the maximum allowed by law, whichever is greater, for any check or other negotiable instrument tendered by you and returned unpaid by a financial institution for any reason. Returned checks that remain unpaid after notice to Customer and a reasonable period for response may be submitted to the authorities for action, which may include prosecution. You agree to pay any charges, including attorneys' fees, incurred by MCMM for the collection of late payments or unpaid invoices. MCMM may demand payment by money order, cashier's check, or similarly secure form of payment, at MCMM's discretion.

Suspension and Disconnection. Services may be suspended to any account not paid in full by the 30th day following the invoice date. If any amounts due, including any late payment charges, remain unpaid on the 45th day following the invoice date, MCMM may disconnect Services without any further notice, liability, or obligation. Services will not be reconnected until all past-due amounts, including any applicable suspension fees and/or reconnection fees, are paid in full.

Deposits. At its reasonable discretion, MCMM may require a suitable security deposit to be held by MCMM to secure the payment of all sums due hereunder as well as the performance of all other obligations you may have with MCMM, whether now existing or hereafter arising. All Customers that are not the owner of the premises where Services are received will be required to pay a security deposit. At its sole discretion, MCMM may apply the deposit toward any past due amount owed MCMM by Customer at any time. MCMM agrees to return the deposit after Customer timely and fully pays twelve (12) consecutive monthly invoices for Services. Timely payments are outlined above.

Credit Information. Customer consents to disclosure of account information to or from credit reporting agencies, credit bureaus, private credit reporting associations, or to or from other providers of telephone, long distance, video, or Internet services. All credit reports are extracted from Mid America Credit Services.

Service Commitment and Liquidation of Damages for Failure to Return Equipment. You have contracted with MCMM to receive Services for a minimum term of one (1) year (your "Commitment"). The term of the Commitment begins with the first day your Services are activated. At the end of the Commitment, the Agreement shall be deemed automatically converted to a contract for Services on a month-to-month basis at the then-prevailing month-to-month rate and otherwise on the terms and conditions then applicable, and shall thereafter continue until terminated by either party. **If you receive Services on a month-to-month basis, MCMM reserves the right to increase any and all rates up to five percent (5%) per year ____ (initial) without notice.**

Follow-up service calls to install additional programming streams will be subject to additional charges; within the Commitment, \$50.00 per service call; after the Commitment and for all contracts to receive service on a month-to-month basis, the charge will be \$30.00 per service call. Charges are subject to change without notice.

Termination of Service, Liquidated Damages, and Penalties for Failure to Return Equipment. If you have contracted for a Commitment of one (1) year, you have received certain benefits from MCMM in exchange for such Commitment. Customer understands and agrees that the damages MCMM will suffer if you terminate the Services prior to the expiration of your Commitment will be difficult, if not impossible, to determine. **THEREFORE, IF YOU TERMINATE YOUR SERVICE BEFORE EXPIRATION OF THE COMMITMENT, YOU HEREBY AGREE TO PAY THE EARLY TERMINATION CHARGE OF \$200.00 ____ (Initial) AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, TO COMPENSATE MCMM FOR ITS COSTS OF ACTIVATION OF YOUR SERVICES, INSTALLATION, AND/OR OTHER SERVICES WHICH WERE PROVIDED BY MCMM TO YOU AT NO CHARGE OR AT A REDUCED CHARGE IN EXCHANGE FOR YOUR COMMITMENT.**

If you are receiving Services on a month-to-month basis, Services shall be terminated by notifying MCMM in writing. Such notification shall be effective on the date that Services are terminated by the MCMM, usually no more than three (3) days after receipt of the written notification. The final bill will be prorated to reflect a partial month's Services.

Upon termination of Services, the set top box(s), modem(s), and all service related equipment belonging to MCMM shall be returned to MCMM. In the event that all service related equipment has not been returned within fifteen (15) days of date Services are terminated, charges of \$150.00-\$650.00 per set top box and a minimum charge of \$50.00 for each modem ____ (Initial) shall be assessed. These charges are subject to change without notice.

Upon written notice, MCMM may terminate Services in the event of Customer's or MCMM's insolvency, receivership, voluntary or involuntary bankruptcy, assignment for the benefit of creditors, sale of assets, or the use of Services furnished by MCMM for any unlawful purpose. Services may be refused or discontinued, without notice and without liability to MCMM, in the event that: (1) the Services are used in such a manner that will adversely affect MCMM's service to others or in a manner that is otherwise in violation of any rule or regulation; (2) any court of competent jurisdiction or any federal or state regulatory authority prohibits MCMM from furnishing Services; (3) Services are not available from programming providers; (4) the credit information regarding Customer that is provided MCMM is inaccurate; (5) MCMM becomes aware of facts indicating that Customer's credit standing has deteriorated and Customer has refused to provide a deposit or an increased deposit at the request of MCMM; or (6) there exists any evidence of fraudulent use of the Services.

Access to Property; Ownership and Control of Equipment and Facilities; Use of Services. Equipment provided by MCMM remains the property of MCMM, its agents, or assigns. Although Customer does not own the equipment placed in their home, you are responsible for the care and maintenance of all equipment owned by MCMM. Normal wear and tear is expected, but equipment should remain in good condition. Customer agrees: (1) to return all service related equipment belonging to MCMM in good working condition; or (2) to pay the replacement cost of equipment damaged due to Customer negligence or misuse. MCMM's employees and agents shall be allowed reasonable access to Customer's premises to install, inspect, maintain, or disconnect Services or equipment. You may not re-assign this Agreement and you agree to notify MCMM of any change of occupancy.

Any unauthorized attachments to MCMM's equipment, any tampering with MCMM's equipment, or any unauthorized use of MCMM's signal or Services that may be in violation of local, state and/or federal laws may result in the termination of your contract for Services.

Residential customers agree not to use the programming furnished hereunder except for home use on television sets connected for that purpose.

Limitations and Conditions of Liability. Except as provided above, Customer hereby agrees that MCMM shall not be liable for Services that may be temporarily interrupted, delayed, or otherwise limited due to: (1) transmission limitations caused by atmospheric and other conditions; or (2) equipment modifications, upgrades, relocations, failures, repairs, and/or similar activities. MCMM assumes no duty to provide uninterrupted service. MCMM shall have no liability, and no credits shall be given to Customer, for interruptions, delays, or failures in transmission arising out of any of the above referenced conditions, and MCMM shall not have any liability or responsibility to grant credits for interruptions, delays, or failure in transmission arising out of: (1) negligent or willful acts by any party; (2) the failure of equipment or service not provided through MCMM; or (3) acts of God, fire, riots, acts of government authorities, or other causes beyond the control of MCMM.

You are solely responsible for the content that you view or otherwise make available for viewing by others. MCMM shall have the right (but not the obligation), in its sole discretion, to pre-screen, refuse to transmit, or remove any content that is available via MCMM's Services that MCMM reasonably believes is illegal, violates the Agreement, or exposes MCMM to any risk of claims, lawsuits, or liability. As the providers of the Services, we are only a conduit and are not liable for any content provided by MCMM's upstream content providers. MCMM may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of MCMM, other end users, or the public. ____ (Initial).

Customer acknowledges and agrees that MCMM has the right at any time to preempt, without prior notice, specific programs or services advertised as available and to determine what substitute programming, if any, shall be made available. MCMM may, at its sole discretion, make additions, deletions, or modifications to programming schedules without liability.

No Warranty. MCMM MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

Governing Law. This Agreement shall be governed by the laws of the State of Missouri.

Customer Signature

Date