



**McDonald County Multi-Media
Services Agreement
Agreement # _____**

This Service Agreement ("Agreement") is made on _____, 20____ by and between McDonald County Multi-Media ("MCMM"), P.O. Box 207 (704 Main Highway W, Missouri 64856 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 document, we use the words "we," "us," "our," or "MCMM" to represent McDonald County Telephone Company and its subsidiaries, and "you," "your," or "Customer" to represent you, the customer of MCMM. This agreement is an addendum and made a part of the current terms of the service agreement located at the olemac.net web page. Conflicting terms in this, the McDonald County Multi-Media Services Agreement takes precedence. The customer agrees to both documents.

Timely Payment: Payment Terms. Customer agrees to pay all charges within 21 days of the invoice date. 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, Long Distance charges, internet/DSL charges, and Video.

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.

MCMM reserves the right 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 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 associated with 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. Any account not paid in full by the 29th of the month, is subject to suspension. If all amounts due including any Late Fees, remain unpaid within 45 days of the invoice date, MCMM will disconnect service without any further notice, liability or obligation. Service will not be reconnected until all amounts due, including the Suspension Fees and/or Reconnect Fees are paid in full.

Deposits. In the case of frequently occurring Suspension or Reconnect Fees, MCMM may require a suitable 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 the MCMM whether now existing or hereafter arising. MCMM may apply deposit toward account or any other amount owed MCMM at any time. MCMM agrees to return deposit after 12 consecutive timely payments have been made. 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 cellular service. 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 service on either a month-to-month basis, or for the term specified herein. If the contract is for a specific term (your "Commitment"), the term of the Commitment begins with the first day your service is activated. At the end of the Commitment, the term of the Agreement shall be deemed automatically converted to a month-to-month basis at the then-prevailing month-to-month rate and otherwise on the terms and conditions contained therein, and shall thereafter continue until terminated by either party. If you have agreed to receive service on a month-to-month basis, MCMM reserves the right to increase any and all rates upon thirty (30) days' written notice to you.

If you have contracted for a service commitment of ONE YEAR, you have received certain benefits from MCMM in exchange for such service commitment. Customer understands and agrees that the damages MCMM will suffer arising out of any breach of your service commitment will be difficult, if not impossible, to determine. THEREFORE, IF YOU TERMINATE YOUR SERVICE BEFORE EXPIRATION OF THE TERM OF YOUR COMMITMENT, YOU HEREBY AGREE TO PAY THE EARLY TERMINATION CHARGE OF \$200.00 FOR LIQUIDATED DAMAGES, AND NOT AS A PENALTY, TO COMPENSATE MCMM FOR ITS COSTS OF ACTIVATION OF YOUR SERVICE, INSTALLATION, AND/OR OTHER SERVICES WHICH

WERE PROVIDED BY MCMM TO YOU AT NO CHARGE OR AT A REDUCED CHARGE IN EXCHANGE FOR ANY IN RELIANCE UPON YOUR AGREEMENT TO THE COMMITMENT.

Access to Property; Ownership and Control of Equipment and Facilities; Use of Service. Equipment provided by MCMM remains the property of MCMM, its agents or assignees. Customer agrees to return Customer Premise Equipment in working condition or for the replacement of equipment damaged due to customer negligence or misuse. MCMM employees and agents shall be allowed reasonable access to premises to install, inspect, maintain or disconnect services or equipment. You may not re-assign your service contract. You agree to notify the MCMM of any change of occupancy.

Any unauthorized attachments to MCMM's equipment, or tampering with MCMM's equipment, or unauthorized use of MCMM's signal or service may be in violation of local, state and/or Federal laws and be subject to penalties.

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

Termination of Service. If the contract period is for month-to-month service, service may be terminated by notifying MCMM in writing. Such notification shall be effective on the date that service is terminated by the MCMM, usually no more than 3 days after receipt of the notification. The final bill will be prorated to reflect a partial month's service.

Upon termination of service, converter(s) shall be returned to MCMM. In the event that converters have not been returned within 15 days of service termination, a charge of \$100.00 per set top box shall be assessed.

Upon written notice, MCMM may terminate service in the event of 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. Service may be refused or discontinued without notice and without liability to MCMM in the event that (1) the service is used in such a manner that will adversely affect MCMM's service to others or is otherwise in violation of any rule or regulation; (2) any court of competent jurisdiction or any federal or state regulatory authority of competent jurisdiction prohibits MCMM from furnishing service; (3) services are not available from programming providers; (4) the credit information provided MCMM is inaccurate; (5) MCMM becomes aware of facts indicating that customers credit standing has deteriorated and refusal or unwillingness to provide a deposit or increased deposit at the request of MCMM; or (6) there exists any evidence of fraudulent use of the service.

Limitations and Conditions of Liability. Except as provided above, customer hereby agrees that MCMM shall not be liable for, and shall be held harmless. Service 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 for interruptions, delays or failures in transmission arising out of any of the above referenced conditions, nor shall MCMM have any liability or responsibility to grant credits for interruptions, delays or failure in transmission arising out of (1) negligent or willful act; (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.

Pay-Per-View is available to all customers in good payment standing, but by default, the maximum number of Pay-Per-View movies per billing cycle will be 10 per account. Extension of these limitations will be up to the sole discretion of MCMM. 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 discretion make additions, deletions or modifications to program line-up without liability.

No Warranty. MCMM MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR MERCHANT ABILITY 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.

Service Agreement. MCMM offers a service agreement specifically to protect customer from charges that may occur if equipment is accidentally damaged, misused, abused or destroyed. Although customer does not own the equipment placed in their home, they 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. Subscribing to this service agreement may reduce the liability a customer may incur to replace video equipment.

Customer Signature

Date