



SERVICE CONTRACT TERMS AND CONDITIONS

The Communications Facilities Description (the "CFD") and these Terms and Conditions will constitute a binding contract (the "Service Contract") between the signatory party hereto (the "Customer") and Neighborhood Wireless, LLC, a Missouri limited liability company ("Neighborhood Wireless"). Customer has reviewed, understands and agrees to the following Terms and Conditions governing Neighborhood Wireless' service(s) as specified within the CFD (the "Service"). The Terms and Conditions explain Neighborhood Wireless' obligations to the Customer, and explain the Customer's obligations to Neighborhood Wireless when using the Service. Customer understands and agrees that Customer's use of the Service and Customer's access to the Internet is provided in consideration of Customer's agreement to abide by the following Terms and Conditions:

I. Rights and Responsibilities.

1. Neighborhood Wireless will be responsible to install its transmitter in the neighborhood but not on Customer premises. In order to provide the Service, Neighborhood Wireless agrees to schedule basic installation at the Customer premises of an outdoor antenna, mast or tripod, network interface device, gateway, ground wiring and Ethernet cables (all such equipment is owned by Network Wireless and referred to herein as the "Neighborhood Wireless Equipment") which will run from the outdoor installation location of the Customer premises via one (1) hole through an exterior wall to an electric receptacle. Neighborhood Wireless shall not be responsible for additional installation tasks beyond the basic installation, which may be deemed desirable or necessary by Customer or the Neighborhood Wireless installer. Customer shall be responsible for the additional work subsequently requested by Customer. With the exception of manufacturing defects, which shall be remedied by Neighborhood Wireless without charge to Customer at any time during the term of the Service Contract, Customer shall bear all risk of loss or damage in respect to the Neighborhood Wireless Equipment, including, but not limited to acts of vandalism, including willful destruction of hardware or corruption of software, damages caused by weather or other conditions existing at the Customer premises, or Customer may be subject to a cost of replacement. Customer shall surrender the Neighborhood Wireless Equipment to Neighborhood Wireless in good working order within ten (10) days of the date of any termination of this Service Contract.

2. By completing and accepting all of the terms of the Service Contract, Customer becomes an authorized user of the Service. Continued compliance with Neighborhood Wireless Terms and Conditions, as in effect at commencement of this Service Contract and as may be subsequently changed by Neighborhood Wireless, is required of Customer for continued eligibility for Service. Customer is responsible for complying with all Terms and Conditions of this Service Contract, and with all policies and guidelines posted on the Service Contract.

3. Customer agrees that Neighborhood Wireless may at any time: (a.) revise the Terms and Conditions of this Service Contract; (b.) revise its billing rates and account surcharges; and (c.) revise the services provided under this Service Contract. Any such revisions will be binding and effective immediately upon posting the revised Service Contract on Neighborhood Wireless' home page www.neighborhoodwireless.co or upon notification to Customer by U.S. Mail or email. Customer agrees to review the Service Contract periodically to be aware of any such revision. If any revision to this Service Contract is unacceptable to Customer, Customer may terminate this Service Contract at any time by contacting Neighborhood Wireless through e-mail, telephone, or U.S. Mail. Continued use of the Service following notice of any revision of the Service Contract constitutes Customer acceptance of any and all such revisions.

4. Customer agrees to provide Neighborhood Wireless with accurate, complete, and updated account information and valid email address as required by Neighborhood Wireless. Customer's failure to provide accurate account information constitutes unauthorized use of the Service and Customer's Service may be terminated immediately. Customer is personally responsible for all use of the Service under Customer's name, even if Customer allows someone else to use the Service. Illegal, fraudulent or abusive use of any identity or of the Service is grounds for termination of Service, and may be referred to law enforcement authorities. Establishing, changing or using identity for the Service under a name other than Customer's own is prohibited.

5. The Service is intended solely for use within the home, apartment, or office in which it is originally installed. Customer may not share, redistribute, sell or resell the Service received by the Customer at the Customer's premises with any other premises, parties, business entities or their employees unless expressly authorized in writing by Neighborhood Wireless. Redistributing or reselling Neighborhood Wireless Internet service is strictly prohibited.

6. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, natural calamity, force majeure, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electrical breakdowns, may result in temporary impairment or interruption of the Service. As a result, Neighborhood Wireless does not guarantee continuous or uninterrupted Service and serves the right, from time to time, to temporarily reduce or suspend the Service without notice. Customer shall indemnify and hold Neighborhood Wireless and its directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities and fees incurred as the result of interruptions or omissions of the Service under this Service Contract. Customer consents to the periodic monitoring of Customer's use of the Service and Neighborhood Wireless' network by Neighborhood Wireless as may be reasonably required by Neighborhood Wireless to conduct its quality control activities.

II. Data Security and Lawful Use.

1. Neighborhood Wireless will not encrypt communications made via the Service. Customer is responsible for the protection of Customer's data. Wireless transmission of internet access or services is not a secure transmission. The Internet is not a secure system. Data can be, and often is, viewed by third parties. Private or confidential information should not be placed on the Service or if it is the Customer should take steps to protect such information by using encryption technologies. Customer understands and assumes the risk that any transmission over the Service may receive interference, be interrupted, intercepted or destroyed. Customer is personally responsible for keeping any and all identity or passwords while using Neighborhood Wireless Services private. Customer must promptly inform Neighborhood Wireless if Customer suspects any breach of security, such as loss, theft, or unauthorized disclosure or use of Customer's identity, password, or any credit, debit or charge card number used on the Service. Until Neighborhood Wireless is notified of a breach of security Customer will remain responsible for any unauthorized use of the Service occurring under Customer's account.

2. Customer represents and warrants that Customer shall not use, nor knowingly permit any User to use, the Service for any unlawful purpose. Any transmission outlawed by state, federal, or international law is strictly prohibited, including but not limited to, the transmission of unauthorized transactions, copyrighted materials, misappropriated trade secrets, and threatening or obscene materials. Such transmission may result in termination of this Service Contract and may result in civil or criminal liability. Customer will indemnify, defend and hold harmless Neighborhood Wireless and its directors, officers, employees, contractors, and agents with respect to any claims, losses or expenses by any party that arise from or relate to any such unlawful use of the Service.

3. Through the Service Neighborhood Wireless provides Customer access to the Internet. Customer hereby acknowledges that the Internet is a separate and independent network of computers, which is not owned, operated or managed by Neighborhood Wireless or any way affiliated with



Neighborhood Wireless or any of its affiliates. Customer's use of the Internet shall be solely at Customer's own risk and is subject to all applicable laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond Neighborhood Wireless' authority and control. By accepting this Service Contract, the Customer will be deemed to have considered and accepted this qualification with respect to the Customer's application of the Service to the use of VoIP telephones, security systems, health monitoring systems or other systems requiring permanent, always-on connections. The Customer hereby releases Neighborhood Wireless from all claims it may have against Neighborhood Wireless in the future arising from damage or losses suffered by the Customer as a result of interruption of Service due to conditions beyond the control of Neighborhood Wireless.

III. Operating Environment.

1. Customer shall, at its cost, supply electricity for Neighborhood Wireless Equipment installed as needed, and shall maintain the physical location of each so that it is physically secure and is otherwise conducive to the provision of the Service. Customer is solely responsible for the condition of all existing equipment, electrical supply, power sources, electrical wiring, receptacles, cabling, or networks at the premises. To the extent that Neighborhood Wireless is connecting to, incorporating, using, working near to, or managing existing equipment, electrical supply, power sources, electrical wiring, cabling, or networks in connection with providing the Service, Neighborhood Wireless assumes no responsibility for the condition of such equipment, cabling, electrical supply, power source, electrical wiring, receptacles, cabling, or network and Customer remains solely responsible and liable therefore. Customer will indemnify, defend and hold harmless Neighborhood Wireless and its directors, officers, employees, installers, customers and agents with respect to any claims, losses or expenses by Neighborhood Wireless or any third party that arise relating to the condition of the existing equipment, electrical supply, power sources, electrical wiring, cabling, or networks. Neighborhood Wireless undertakes no obligation or duty to notify Customer or any other party of any condition it may find while visiting or working at the premises, unless a change of condition is caused by Neighborhood Wireless, at which point Neighborhood Wireless will promptly provide notice to Customer.

2. Service availability is limited by the connectivity of radio transmissions between the local Neighborhood Wireless Access Point and the Neighborhood Wireless Equipment located at the Customer premises. Neighborhood Wireless shall not be responsible or liable for any of the following: (a.) any obstruction that might be erected or grow between the antenna at Customer's premises and the Neighborhood Wireless Access Point which causes degradation to loss of the Service; (b.) debris or ice on the antenna located at Customer premises; (c.) aiming or re-aiming the Neighborhood Wireless Equipment antenna located at Customer premises more than ten (10) days after its installation; and (d.) repair or restoration of any structure or surface altered or penetrated by Neighborhood Wireless during the installation or removal of antenna, mast, tripod, cabling, wiring or any other Neighborhood Wireless Equipment located at Customer premises.

3. Customer understands that proper operation of the Service requires direct radio line of site, and that any obstruction between the local Neighborhood Wireless Access Point and the Neighborhood Wireless Equipment antenna located at Customer premises may block the signal and cause the failure of the Service. In the event that foliage disrupts the Service, Neighborhood Wireless will attempt to reconfigure the Neighborhood Wireless Equipment to restore Service. Customer may incur charges for any extra hardware and labor at that time. If the Service cannot be restored within fifteen (15) days of Customer's notice to Neighborhood Wireless of a Service interruption, either party may terminate this Service Contract. Upon any termination of this Service Contract pursuant to the preceding sentence, Customer shall receive a refund of a pro-rata portion of the Service fee for any period in excess of forty-eight (48) hours that Customer has paid for Service, but the Service was not operational.

4. Customer understands that connectivity to the Service operates through either Wi-Fi or an Ethernet connection. Therefore, the Customer's device or equipment must feature Wi-Fi capability or an Ethernet card provided and installed by Customer, at the Customer's expense.

IV. Access to Equipment.

Customer agrees to give Neighborhood Wireless access over Customer premises for transmission of communications. Upon reasonable advanced notice, Customer will permit Neighborhood Wireless access to the premises during normal business hours and reasonable non-business hours for the purposes of installation, maintenance, or repair of Neighborhood Wireless Equipment or changes of the Service.

V. Termination of Service.

1. Neighborhood Wireless may terminate this Contract without liability and Customer's payment obligation will be apportioned if: (a.) the Neighborhood Wireless Equipment used to provide Service are taken by exercise of condemnation or eminent domain; or (b.) as a result of damages inflicted by Customer or any other person or entity upon Neighborhood Wireless' Equipment shall, in Neighborhood Wireless' judgment, be made inoperable and beyond economically or technologically feasible repair.

2. Except for service interruptions caused by maintenance, obstructions, or interference as provided in Sections 1.6 or III.2, should the performance of Neighborhood Wireless Equipment and Service provided under this Service Contract not provide a 99% availability of Service between the hours of 6:00 A.M. to 7:00 P.M. Central Time, Customer shall notify Neighborhood Wireless by telephone or email. If Neighborhood Wireless is unable to provide this level of service within twenty (20) days of receipt of the notice, Customer shall have the right to terminate this Service Contract, or affected portion, effective as of the date of receipt of said notice without penalty, termination charge, or future payment obligation beyond the date of receipt of said notice.

3. If a portion of the Service fails to conform to the technical standards agreed to by Neighborhood Wireless in the CFD issued by Neighborhood Wireless to Customer over a period of thirty (30) days after written notice by Customer to Neighborhood Wireless, Customer may terminate the affected portion of the Service without a cancellation charge.

4. Customer or Neighborhood Wireless may also, without justification or reason therefore, terminate this Service Contract in whole or in part only by canceling all or any portion of the Service described herein by providing the other party thirty (30) days advance written notice of cancellation. In the case of cancellation by Customer, Customer shall pay to Neighborhood Wireless all charges for Service provided (without the right of set-off against non-refundable charges) through the effective date of such cancellation plus a cancellation charge determined as follows: (a.) if the Service Commitment Period for the canceled Service is one (1) year or more and such cancellation becomes effective prior to completion of the first year of the Service Commitment Period, then the cancellation charge shall be an amount equal to the balance of the monthly Service charges that otherwise would have become due for the un-expired portion of the first year of the Service Commitment Period plus twenty-five percent (25%) of the balance of the monthly Service charges for the remainder of the Service Commitment Period beyond the first year; and (b.) if the Service Commitment Period for the canceled Service is one (1) year or more and such cancellation becomes effective after completion of the first year of the Service Commitment Period, then the cancellation charge shall be an amount equal to twenty-five percent (25%) of the balance of the monthly Service charges that otherwise would have become due for the remainder of the Service Commitment Period; it is agreed that Neighborhood Wireless' damages in the event of a cancellation shall be difficult or impossible to ascertain. The provision for a cancellation charge in this subsection is intended, therefore, to establish liquidated damages in the event of a cancellation and is not intended as a penalty. In the event of any cancellation, Customer shall also pay Neighborhood Wireless an amount equal to any termination charges, expenses, fees or penalties incurred by Neighborhood Wireless due to Customer's cancellation of the Service.



VI. Indemnification.

1. Customer agrees to defend, release indemnify, and hold Neighborhood Wireless, its affiliated companies and licensors, harmless from all claims, liabilities, suits, proceedings, liabilities, damages, losses and expenses, including without limitation reasonable attorneys' fees arising from breach of the Service Contract by use of, or in connection with, the posting or transmission of any content by or through Customer's account on the Service.
2. Customer agrees that Neighborhood Wireless has the right, but not the obligation, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer pursuant to Paragraph 1 of this section. In such event, Customer shall have no further obligations pursuant to Paragraph 1 of this section.

VII. Jurisdiction.

1. In the event that provisions set forth in this Service Contract are determined to be in violation of any rule, order, decision, or tariff of any state or federal agency having regulatory jurisdiction over Neighborhood Wireless, the terms of this Service Contract shall be deemed to be modified to the extent permissible under such rule, order, decision or tariff.
2. The rights and obligations of the parties under this Contract shall be governed by and construed and enforced in accordance with the laws of the State of Missouri.

VIII. Assignment.

1. Neighborhood Wireless may assign this Service Contract without Customer's prior consent and all of Neighborhood Wireless' rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. The Service Contract shall not be assignable by Customer except with the written consent of Neighborhood Wireless. Subject to the foregoing, this Service Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IX. Authority to Obtain Credit Report information.

Customer authorizes Neighborhood Wireless to make inquiry to obtain Customer's credit record through a credit reporting company chosen by Neighborhood Wireless by providing Customer's Social Security Number (SSN). Customer understands and agrees that Neighborhood Wireless intends to use their consumer credit report for the purpose of evaluating Customer's credit worthiness and determining the Customer's deposit amount. Customer understands that their personal information will not be shared with any outside parties. Customer may choose not to provide their SSN, but will then be required to pay the maximum deposit.

X. Deposit, Charges and Payment.

1. Deposit amount will be determined from credit report score. Deposit amount will be kept until Neighborhood Wireless Equipment is returned in same condition as installed. If account becomes inactivated at any point, refundable deposit is voided.
2. Customer agrees to establish payment method with Neighborhood Wireless for deposit, installation charges and recurring charges. Prior to Neighborhood Wireless' installation of Neighborhood Wireless Equipment at Customer premises, an advanced payment in full for both the deposit and installation charges must be received by Neighborhood Wireless. In the event both deposit and installation charges have not been paid by the scheduled date of installation, Customer must then reschedule installation date after such balance is paid in full.
3. Installation and provisioning of Service deemed operational by Neighborhood Wireless operations personnel shall become the "turn-up date". Subsequent billing shall commence on the same day of the month as the turn-up date. Payment is due within ten (10) days of invoice date. Any amount not received within thirty (30) days of the date of the invoice will be subject to Neighborhood Wireless' standard late charge of 1.5% per month. In the event that the payment is not received, the Service may be suspended until payment is made, with no compensation for the suspended period.
3. If Customer is not able to provide written evidence of the pertinent exemption to Neighborhood Wireless, Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes or charges imposed on or based upon the provision, sale or use of the Services or Equipment provided. Neighborhood Wireless and Customer will cooperate with the appropriate authority as to applicability of taxes or charges. Taxes or charges will be separately stated on Customer's invoice.
4. If Customer does not return all the Neighborhood Wireless Equipment to Neighborhood Wireless in good working order within ten (10) days of the date of the termination of this Service Contract by either party, Customer authorizes Neighborhood Wireless to submit a charge on the Customer's account in the amount of the replacement value of the Neighborhood Wireless Equipment not returned. Re-establishment of the account may be subject to a reconnection fee.

XI. No Warranty.

1. Customer acknowledges and consents that Neighborhood Wireless exercises no control or censorship of third party content. Access to or use of any information obtained via the Service is at Customer's own risk.
2. Neighborhood Wireless expressly disclaims any and all loss or liability resulting from, but not limited to (a.) loss of electric power; (b.) loss of data; (c.) loss of hardware or software; (d.) loss or liability resulting from access delays or access interruptions; (e.) loss or liability resulting from computer viruses; (f.) loss or liability resulting from data non-delivery or data mis-deliver; (g.) any other loss or liability resulting from the negligent acts and/or omission of Neighborhood Wireless or Neighborhood Wireless' affiliated companies; (h.) loss or liability resulting from errors, omissions, or misstatements in any and all information, goods, or services obtained on or through the Service; and (i.) loss or liability resulting from acts of God.
3. CUSTOMER AGREES THAT NEIGHBORHOOD WIRELESS' ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, WITH RESPECT TO USE OF THE SERVICE, SERVICE SOFTWARE, AND ANY BREACH OF THIS SERVICE CONTRACT IS STRICTLY LIMITED TO A PRORATED PORTION OF THE AMOUNT PAID TO NEIGHBORHOOD WIRELESS FOR MONTHLY SERVICE FEES.
4. NEIGHBORHOOD WIRELESS DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (A.) ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF INFORMATION, PRODUCTS, OR SERVICES; AND (B.) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

XII. Non-Solicitation of Employees and Service Providers.

During the term of this Service Contract and for a period of one (1) year after the termination thereof, Customer shall not (either directly or indirectly) employ, solicit or cause to be solicited for the purpose of employment or engagement any employee or contractor of Sho-Me Power Electric Cooperative, Sho-Me Technologies, LLC, or Neighborhood Wireless, or aid any third party to do so, without the express prior written consent of the



employing entity. In the event that Customer desires to employ or engage (either directly or indirectly) any employee or contractor of Neighborhood Wireless, Customer shall notify Neighborhood Wireless in writing and Neighborhood Wireless may, in its sole discretion, permit Customer to hire or engage such employee or contractor in exchange for Customer executing either a new Neighborhood Wireless "Work For Others" form or modifying an existing Neighborhood Wireless "Work For Others" form the monetary value of which shall be equal to one (1) year of such desired employee's or contractor's compensation.

XIII. Sole Remedy and Penalties.

Customer agrees the actions that Neighborhood Wireless takes may include Service termination as the sole remedy for breach by the Customer of any term or condition of this Service Contract. Neighborhood Wireless does not issue any credits for Service terminated due to such breach. Neighborhood Wireless offers no dispute resolution. Neighborhood Wireless reserves the right to refuse service to anyone at any time for any reason. In addition to any other fees and penalties that may be assessed by Neighborhood Wireless, as provided herein, Customer shall be held liable for any and all costs incurred by Neighborhood Wireless as a result of Customer's violation of any term or condition of this Service Contract.