

INTERNET SERVICE AGREEMENT

COMPANY

K & M Telephone Company, Inc
101 S. Victoria Street
P O Box 187
Chambers NE 68725

Phone: (402) 482-5220
Fax: (402) 482-5700
e-mail: kmaccts@kmtel.net

CUSTOMER

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

User Name: _____ (4 to 15 lower case letters or numbers. Must start with letter)

Password: _____ (4 to 15 lower case letters or numbers.)

Rates are subject to change. Use of services at a different rate than listed here indicates the customer has agreed to the billed rate. Rates might change due to a customer change it type of service or a Company change in the service rates. New service is subject to installation charges. Some installation charges may be waived if service is kept for a required time. See www.kmtel.net for complete pricing.

DSL – DIGITAL SUBSCRIBER LINE:

- DSL Plan \$49.95/month (Internet & Transport Speed plan 1)
- DSL Plan \$74.95/month (Internet & Transport Speed plan 2)

OTHER SERVICES

- kmtel/Web Page Hosting \$5.00/mo
- Domain Web Page Hosting & 2 E-Mail addresses \$29.00/mo. Extra E-Mail \$1.00/mo
- Extra Regular kmtel E-Mail Address \$1.95/mo

BY SIGNING THIS AGREEMENT, THE CUSTOMER ACKNOWLEDGES, ACCEPTS AND AGREES TO THE COMPANY’S GENERAL TERMS AND CONDITIONS FOR SERVICES PRINTED ON THE NEXT TWO PAGES WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE.

COMPANY

CUSTOMER

By: _____

By: _____

Date: _____

Date: _____

DSL SERVICE: K & M Telephone Company, Inc. (the “Company”) is offering its Internet Service via Symmetric, Asymmetric and Fiber Digital Subscriber Line Carrier aka (“SDSL, ADSL or FDSL” or “DSL”) Service. In simple terms, DSL service carries data between a customer’s site and the telephone switching office. DSL is a federally tariffed service while Internet is a non-regulated service. We will refer to providing Internet via DSL, DSL Service or Service.

DSL speeds are not guaranteed. The speeds and pricing are listed on our website at www.kmtel.net and change from time to time. The distance from the switching office and the type of facilities used to provide DSL impact the actual speed delivered. The Company will make its best effort to keep the service operational at all times, but a certain small percentage of outage time is inevitable. A static IP addresses is not guaranteed with this Service.

TERMS OF USE: As a user of the Company’s DSL Service, I agree to the following:

1. I will not re-sell or give away my DSL Service to anyone outside the physical location where my service is provided without the knowledge and consent of the Company.
2. I will not connect modems or other connection or transmission devices to my DSL Service for the purpose of allowing access to my DSL Service by those outside the physical location where my Service is provided.
3. I will not connect computers to my DSL Service for the purpose of serving web pages, FTP sites, or email services to Internet users outside of the physical location of my Service. I will not use my DSL Service to provide music, pictures, video or any other type of files.
4. I understand that DSL Service is unsecured and may allow access from elsewhere on the Internet to any computers I have connected to the Service. I agree to hold the Company harmless for any security problems I encounter using the Service. (The Company strongly suggests the customer use a firewall between their computer(s) and the DSL Service.)
5. I understand that the Company is not responsible to troubleshoot my network troubles including network interface cards, cabling, firewalls, configuration and etc.
6. I will abide by the Company’s Acceptable Use Policy found at: <http://www.connections.net/policy/>
7. If an Interstate tariffed installation fee is waived, DSL Service must be maintained for the term listed in the tariff. Otherwise, the conditions of the waiver are not met and the installation fee is payable. If the service is moved, the tariffed time starts over. The tariffed amount changes from time to time and may be view at our web site of www.kmtel.net.

GENERAL TERMS AND CONDITIONS FOR INTERNET SERVICE

- 1) **Payment Terms:** K & M Telephone Company, Inc. (the "Company") will invoice Customer monthly, and payment in full is due within ten (10) days after the date of invoice. If payment is not made when due, the Company may terminate Services. Service interruption does not relieve Customer of its obligation to pay monthly charges incurred.
- 2) **Termination:** Either Customer or the Company may terminate Services hereunder on thirty (30) day's prior written notice. The Company reserves the right to change the monthly rates and to otherwise modify these Terms and Conditions on thirty (30) day's prior notice to Customer.
- 3) **Passwords:** Upon subscribing for Services, a unique password will be selected. Customer is responsible for maintaining the confidentiality of the password and is liable for any harm resulting from disclosing or allowing disclosure of any password. In the event of a breach of security, Customer will remain liable for any unauthorized use of the Services until Customer notifies the Company.
- 4) **Restrictions:** The services are strictly for Customer use, whether personal or professional, and may not be resold under any circumstances. Customer agrees to use the Services only for lawful purposes. Customer is prohibited from posting on or transmitting through the Company's Services any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racial, ethnic or otherwise objectionable material of any kind, including, but not limited to any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law. Customer agrees to abide by United States export control laws and will not transfer by electronic transmission or otherwise, any information to either a foreign nation or a foreign destination without first obtaining the required governmental authorization. Customer agrees to upload only software files or otherwise distribute only material that is not subject to copyright or any other proprietary right protection or material in which the author or copyright owner has given express authorization for on-line distribution. Unauthorized use of or access to the Services may subject Customer to criminal prosecution and penalties. Customer consents to the monitoring of Services for law enforcement purposes.
- 5) **Indemnity:** Customer agrees to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents and successors and assigns for all damages, liability, penalties, awards, judgments and expenses, including reasonable attorney's fees, incurred by the Company in connection with any claims against the Company by any third party arising from Customer's use of the Services or breach of these Terms and Conditions.
- 6) **Limitation of Remedy:** The Company provides solely the communications link and equipment necessary for Customer to access the Internet. The Company, through the services, exercises no control whatsoever of the content or the availability of the information passing through its equipment. The Company may provide E-mail screening. THE SERVICES AND SOFTWARE, IF ANY, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLES OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: NOR DOES THE COMPANY WARRANT THAT THE SERVICE OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
- 7) **Limitation of Liability:** UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICE, INCLUDING, BUT NOT LIMITED TO, RELIANCE BY A CUSTOMER ON ANY INFORMATION OBTAINED WITH THE SERVICE; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURES, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS.
- 8) **General:** These Terms and Conditions will (a) be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, (b) with attachments, constitute the entire agreement and understanding between the parties hereto and is the final expression of their agreement, and no evidence of oral or other written promises shall be binding; and (c) will be governed under and construed in accordance with the laws of the State of Nebraska. The failure to enforce or to require the performance at any time of any of the provisions of these Terms and Conditions will not be construed as a waiver of such provisions and shall not affect either the validity of these Terms and Condition or the right of any party thereafter to enforce any provisions of these Terms and Conditions. Customer may not assign its right or obligations under these Terms and Conditions. The Company may assign its right and obligations under these Terms and Conditions or the right of any party thereafter to enforce any provision of these Terms and Conditions.