

WHEAT STATE TELEPHONE, INC.
High-Speed Internet ADSL/Service Agreement

INTRODUCTION: It is agreed that agreements are made only on the terms and conditions herein. This document is an offer by you (Customer), which will become a contract only when accepted in writing by Wheat State Telephone, Inc. (Company). This document contains the terms and conditions on which the Company will provide you, the Customer, with high speed Internet service (Service) using the Company's Network (Network). By use of the Service you agree (for yourself and any other person you allow to use your Service or the Network) to be bound by these terms and conditions. The Company may change these terms and conditions by giving you at least ten (10) days notice at your billing address. You agree to be bound by those changes unless you cancel your Service in writing prior to the effective date of such changes. Cancellation is subject to term conditions.

PERFORMANCE LEVELS: Data speeds quoted in Service are maximum speeds. Speed performance is subject to upstream Internet conditions and may be lower because of peak capacity and website congestion. Data speeds are delivered at a "best effort" basis and are not guaranteed.

SECURITY: The Company will not be responsible for any corrupted file or viruses that affect the user of the Service. It is your responsibility to safeguard your system, through appropriate means (e.g. using passwords or commercially available software) from theft, unauthorized use or system corruption. Any firewall-type software or hardware installed on your system will be your responsibility to configure and will not be supported by the Internet Tech Support staff. Due to the "always on" nature of the Service technology, any detriment caused to your computer system as a result of your failure to properly secure it will be your responsibility. Any detriment caused to the Network as a result of your failure to properly secure your system may result in the immediate suspension of your Service.

COMMITMENT: This Service will require a term commitment (*select one of the options listed below*) and is subject to early termination fees. If the Service is canceled prior to the completion of the term your account will be assessed an early termination fee of \$95. Customers moving outside of Wheat State Telephone's ADSL serving area will receive a waiver for the balance of the commitment term. Waiver does not apply to equipment purchased on the EZ Pay Plan. All EZ Pay installments are due and payable upon early termination. _____(Initials)

One-Year Term Agreement

Two-Year Term Agreement

TERMINATION OF SERVICE: Service shall not be used for any purpose that violates the law or in any manner that will interfere with the use of Service by one or more Customers. Unlawful or interfering uses are grounds for termination of your Service. The high-speed Service provided is for the specific location designated and use at or by another location or involving the resale of bandwidth or any other part of the Service is prohibited. The Company may also terminate your Service for non-payment or for any violation of any of the terms contained herein. You may terminate your Service at any time after the initial commitment period by notifying the Company of your intention to do so. You are responsible for payment of outstanding charges for the period of time in which the Company provides you Service.

LIMITATIONS OF WARRANTIES: The Company will use good faith efforts to provide continuous satisfactory Service. However, Service may be temporarily interrupted because of weather conditions, governmental orders, system modifications or repairs, system capacity limitations, security measures, equipment malfunctions, etc.

If Service is interrupted for more than 48 hours other than by negligence or willful act of the customer, an allowance at the published rate for the Service at the time of interruption shall be made for the time such interruption continues, after notice and demand to the Company. No other liability shall in any case attach to the Company on account of interruptions of Service.

LIMITATION OF LIABILITY: In no event will the Company be liable, under any legal theory, for lost business, profits, or revenue, damage, accident, injury to person or property (including death) or any other losses, claims, or damages, including any incidental, special or consequential damages, caused, arising from or related to, directly or indirectly, your (or any other person's) use of your internet Service, the Company's equipment, the Company's network or Service, or the Company's provision or failure to provide or make available such network or Service.

I HAVE READ THIS AGREEMENT CAREFULLY, FULLY UNDERSTAND ITS CONTENTS, AND VOLUNTARILY AGREE TO ITS TERMS.

By: _____
Signature Printed Name Date

FOR OFFICE USE ONLY
Contract Expires: _____ / _____ / _____