

**Redwood County Telephone Company**  
**END USER INTERNET ACCESS SERVICE CONTRACT**

THIS AGREEMENT is entered into between Redwood Telephone Company ("Redwood") and the person or entity who makes use of Redwood's Internet services and/or products ("Customer") identified below.

**1. DEFINITIONS.**

A. "Service" means Internet Access service.

B. Commencement Date is date Internet service is installed.

C. **Term:**  No term requirement  24-month requirement

D. "Equipment" means the Redwood Digital Access Module to be used by Customer (at Customer's premises), to access the Service. The Equipment will be loaned to the Customer by Redwood and remain the property of Redwood.

E. "Subcontractor" means any entity or entities engaged by Redwood from time to time to assist Redwood in providing the Service to the Customer.

**2. SERVICE PROVISION.** The initial Schedule of Charges for the Service is Redwood's published rates. The charges payable to Redwood for the Service are subject to change on not less than twenty (20) days notice to End User. Use of the Service or payment of the revised charges indicates the Customer's acceptance of the change in charges. Customer will promptly pay billings from Redwood by the due date specified on the bill. If Customer fails to pay any amount due Redwood on or before the due date, then, in addition to the payment otherwise due, Customer will pay to Redwood interest on any outstanding balance at the rate of eighteen percent (18%) per annum which interest will accrue retroactively to the date of the account statement, whether or not Service has been terminated. Customer will pay Redwood a \$20.00 processing fee for each Customer check that is returned to Redwood unpaid. If Customer files or has filed against it any petition in any bankruptcy proceeding, this Agreement will automatically terminate on the date of such filing. Service provided to Customer by Redwood is subject to this Agreement and all applicable federal state and local laws including, but not limited to, the Internet Use Policies as described below and to the terms of any applicable tariff which may be imposed by any governmental entity. Electronic mail and other transmissions passing through Redwood's service or over the Internet and through Redwood's or the Subcontractor's systems are not secure, and Redwood cannot guarantee the security or privacy of any of the information transmitted to or from Customer. Redwood will have no responsibility to keep, nor will it attempt to keep, data from being received by third parties. Applications, including activation, a change or discontinuance of Service, will be accepted only from Customer in writing via facsimile transmission, or via US mail.

**3. TERM.** This Agreement shall begin on the Commencement Date and shall continue for the Term shown above. This Agreement shall automatically renew for successive terms equal to the initial term unless either party gives written notice to the other, on or before 30 days prior to the termination date of the initial term or any renewal term, that it desires to terminate this Agreement. Customer may terminate this Agreement on 15-days notice if it disagrees with any change in rates proposed by Redwood. In the event of termination for any reason, Customer will still be responsible for all charges incurred to the date of termination, together with the amount, if any, calculated for cost of the Equipment. Upon any termination, Customer shall be responsible for the return of the Equipment.

**4 ACCOUNT ID.** Redwood shall provide Customer with a Internet access account ID(s) and phone number(s) by which Customer may use Redwood's Internet system. Customer shall not have any proprietary right to the access account ID(s) and phone numbers(s) provided to it by Redwood. Redwood reserves the right to assign, designate or change access account ID(s) and access phone number(s) when, in its sole discretion, such assignment designation or change is reasonable or necessary in the conduct of its business.

**5. CUSTOMER'S REPRESENTATIONS AND OBLIGATIONS.**

A. Customer and any person authorized by Customer may use the Service. Customer will be responsible for all usage whether authorized or not.

B. Customer will not abuse, or make or allow any fraudulent use of, the Service and will not use the Service in derogation of any law, rule or statute.

C. Customer will not assign, sublet, transfer, pledge, hypothecate or otherwise delegate any rights or obligations granted to or imposed upon Customer, including, but not limited to, the right to use, exploit, or benefit from, the Service.

D. Customer acknowledges that Redwood shall in no event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment, when caused by acts of god, fire, war, riots, strikes, government authorities, default of any supplier, or other causes beyond Redwood's or any underlying communications carrier's control.

E. Customer acknowledges that Internet systems use public access facilities to transmit voice and data communications and that the service may not be completely private. Redwood is not liable to Customer for any claims, loss, damages or cost which may result from lack of privacy on the system.

F. Customer acknowledges that Internet systems may carry material which may be considered abusive, profane or sexually offensive and that Redwood is not liable to Customer for any claims, loss, damages or cost which may result from such material.

G. Customer hereby agrees to indemnify and save Redwood harmless against claims for libel, slander, or infringement or copyright from the material in any form over its facilities by Customer or those using Customer's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of Customer with the facilities of Redwood or any communications carrier; and against all other claims arising out of any act or omission of Customer in connection with the facilities or service provided by Redwood.

H. Customer warrants and represents that: Customer is of legal age and has full power and authority to be bound by the terms herein; and CUSTOMER ASSUMES ALL RISKS OF THE USE OF THE SERVICE AND THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, ANY RISK OF INTERRUPTION OF SERVICE, VIRUS TRANSMISSION OR OTHER LIABILITY WHICH MAY RESULT FROM USING THE SERVICE AND EQUIPMENT. CUSTOMER RELEASES, AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, REDWOOD AND THE SUBCONTRACTOR FROM ANY AND ALL CLAIMS, LOSSES, AND/OR DAMAGES RESULTING FROM THE USE OF THE SERVICE OR THE EQUIPMENT.

The Service and Equipment may only be used for lawful purposes and consistent with the rights of other users and third parties. The Service and Equipment shall not be used in a manner that would violate any law or infringe any copyright, trademark, trade secret, right of publicity, right of privacy, or any other right of any third party, or for the purpose of transmitting, or storing material that is obscene or defamatory. Customer is prohibited from posting on, or transmitting through the service, any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Subscriber shall indemnify and hold Redwood and the Subcontractor harmless from any and all claims, damages, or liabilities (including, without limitation, the reasonable fees and expenses of legal counsel), arising out of or based upon any claim of a violation of this provision.

**6. REDWOOD'S REPRESENTATIONS AND OBLIGATIONS**

A. Redwood will endeavor to provide high quality Service to Customer during the term hereof. The service is provided on an "as is," "as available" basis. Redwood's performance hereunder will be excused if caused by the failure of any services or equipment used in providing the Service, acts of god, fire, war, riots, strikes, government authorities, default of any supplier, equipment or facility shortages or any other causes beyond Redwood's or any underlying communications carrier's control.

B. Redwood and the Subcontractor reserve the right to monitor transmissions other than private electronic communications, as necessary to provide service and otherwise to protect the rights and property of Redwood and the Subcontractor. Notwithstanding the foregoing, Redwood and the Subcontractor do not assume any liability for any action or inaction with respect to such conduct, communication, or content. Redwood specifically reserves the right to refuse to provide access to the service to anyone.

C. **LIMITATION OF REDWOOD'S LIABILITY.** CUSTOMER UNDERSTANDS THAT ALTERNATIVE AND COMPETING INTERNET COMMUNICATIONS CARRIERS ARE AVAILABLE TO CUSTOMER; OCCASIONAL INTERRUPTION OR IRREGULARITIES IN THE SERVICE MAY OCCUR; ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE IS SPECULATIVE IN NATURE; REDWOOD CANNOT OFFER THE SERVICE AT RATES WHICH REFLECT ITS VALUE TO EACH CUSTOMER; AND REDWOOD ASSUMES NO RESPONSIBILITY OTHER THAN THAT CONTAINED IN THIS AGREEMENT. ACCORDINGLY, CUSTOMER AGREES THAT EXCEPT AS LIMITED BY LAW, REDWOOD'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE OR TRANSMISSION OF SERVICE PROVIDED BY REDWOOD OR ANY UNDERLYING COMMUNICATIONS CARRIER, OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF REDWOOD OR ANY UNDERLYING COMMUNICATIONS CARRIER TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION SHALL BE AS FOLLOWS:

D. A CREDIT ALLOWANCE AS DESCRIBED BELOW, WILL BE MADE AT CUSTOMER'S REQUEST IN THE FORM OF A PRO-RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO CUSTOMER. FIXED MONTHLY CHARGES ARE THE MONTHLY CHARGES FOR ACCESS AND OPTIONAL FEATURES PER ACCESS ACCOUNT ID, ALL AS DESCRIBED IN THE SCHEDULE OF RATES AND CHARGES IN EFFECT AT THE TIME OF INTERRUPTION.

E. SUCH CREDIT ALLOWANCE WILL BE BASED UPON THE PERIOD OF THE TIME WHICH SUCH MISTAKES, OMISSIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE OR ITS TRANSMISSION CAUSED INTERRUPTIONS IN THE RENDERING OF THE SERVICE. ANY SUCH PERIOD OF TIME AN INTERRUPTION OCCURS WILL BE MEASURED FROM THE TIME IT IS REPORTED TO REDWOOD. IN THE EVENT CUSTOMER IS AFFECTED BY SUCH INTERRUPTION FOR A PERIOD OF LESS THAN 24 HOURS, NO SUCH ADJUSTMENT SHALL BE MADE. WHEN AN INTERRUPTION EXCEEDS 24 HOURS, THE LENGTH OF THE INTERRUPTION WILL BE MEASURED IN 24 HOUR DAYS. A FRACTION OF A DAY CONSISTING OF LESS THAN 12 HOURS WILL NOT BE CREDITED, BUT A PERIOD OF 12 HOURS OR MORE WILL BE CONSIDERED AN ADDITIONAL DAY.

F. **THE CREDIT ALLOWANCE WILL BE COMPUTED BY DIVIDING THE LENGTH OF THE SERVICE INTERRUPTION BY A STANDARD 30-DAY MONTH AND THEN MULTIPLYING THE RESULT BY REDWOOD'S FIXED MONTHLY CHARGES FOR EACH INTERRUPTED ACCESS ACCOUNT ID. IN NO CASE WILL THE CREDIT EXCEED THE FIXED MONTHLY CHARGES.**

G. A CREDIT ALLOWANCE WILL NOT BE GIVEN FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS, OR CURTAILMENTS IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF CUSTOMER OR OTHER PARTIES, OR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY REDWOOD.

H. REDWOOD MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICE OR EQUIPMENT, WHICH IS PROVIDED TO CUSTOMER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY WITH REGARD TO INTERFERENCE.

I. Redwood reserves the right to reasonably modify the nature of the services it provides to Customer at any time, and from time to time, subject to regulatory approval if required.

J. Redwood and Subcontractor are transmitters and not publishers of contents supplied by third parties and users. Any opinions, advice, statements, services, offers, or other content expressed or made available by third parties through the Service are those of the respective authors, owners or distributors and not of Redwood or the Subcontractor. In no event will Redwood or the Subcontractor be liable for any loss or damage caused by Customer's reliance on content obtained through the Service. Customer will not modify, publish, distribute, transmit, transfer or sell any information including, without limitation, software, photos, videographics, sound, music and other materials which are protected by copyright, trademark, trade secret or other intellectual property law without proper authorization from the holder of the protection.

#### 7. EQUIPMENT.

A. Customer acknowledges that Redwood has delivered the Equipment to Customer in good working order. Customer shall return the Loaned Equipment to Redwood in good working order. The Loaned Equipment is and shall remain the property of Redwood. If the service provided by Redwood for the Loaned Equipment is terminated for any reason, Customer will immediately return the Loaned Equipment to Redwood by delivery or by mail and pay all required postage, and insure the parcel for the full value of the Loaned Equipment. **Mail or deliver to: Redwood County Telephone Company, Inc., 731 Main Street., PO Box 130, Wabasso, MN 56293** or such other address as Redwood may designate in writing from time to time by written notice to the Customer. If Customer does not return the Loaned Equipment as required above, Customer will pay Redwood the greater of the replacement cost of the Loaned Equipment or \$500.00. Redwood will repair or replace the Loaned Equipment if it becomes defective under normal use, however Customer will be responsible for repair or replacement if the damages to the Loaned Equipment is caused by Customer's neglect or misuse.

B. If the Loaned Equipment is lost or stolen, Customer will immediately report such loss or theft to Redwood by telephone at (507) 342-8000, or such other telephone number or address as Redwood may designate in writing from time to time by written notice to the Customer. Redwood will replace the Loaned Equipment with similar used Loaned Equipment upon the first instance of loss or theft. If the first replacement Loaned Equipment is lost or stolen, Customer will pay Redwood the greater of the replacement cost of the Loaned Equipment or \$500.00.

C. The Loaned Equipment may be used ONLY in conjunction with the Service and may not be used by Customer or any person authorized by Customer in conjunction with any other service.

D. Upon Termination of this Agreement, Redwood shall have the right to enter Customer's premises and remove any and all Equipment which belongs to Redwood.

#### 8. EQUIPMENT AND SOFTWARE DISCLAIMER.

A. REDWOOD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY SOFTWARE FURNISHED WITH THE EQUIPMENT OR THE SERVICE, AND FURNISHES THE EQUIPMENT AND ALL SOFTWARE "AS IS". REDWOOD HEREBY TRANSFERS AND ASSIGNS TO CUSTOMER ANY AND ALL TRANSFERABLE WARRANTIES WHICH REDWOOD MAY HAVE FROM THE MANUFACTURER. THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND ARE MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IMPOSED BY LAW.

B. CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN THE EQUIPMENT OR SOFTWARE, INCLUDING MANUFACTURE OR DESIGN, SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT OR SOFTWARE UNDER THE MANUFACTURER'S WARRANTIES AND THAT REDWOOD SHALL HAVE NO LIABILITY TO CUSTOMER IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE OF ANY KIND OR NATURE RELATED DIRECTLY OR INDIRECTLY TO ANY EQUIPMENT OR SOFTWARE OR SERVICE PROVIDED HEREUNDER. WITHOUT LIMITING THE ABOVE, REDWOOD SHALL HAVE NO LIABILITY OR OBLIGATION TO CUSTOMER, IN EITHER CONTRACT OR TORT, FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY CUSTOMER, SUCH AS, BUT NOT LIMITED TO, CLAIMS OR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND INCURRED BY CUSTOMER DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATED TO ANY EQUIPMENT, SERVICE OR SOFTWARE DESCRIBED HEREUNDER, WHETHER OR NOT CAUSED BY REDWOOD'S NEGLIGENCE, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW. ANY REFERENCES TO EQUIPMENT OR SOFTWARE IN THIS PARAGRAPH SHALL BE DEEMED TO APPLY TO ALL EQUIPMENT OR SOFTWARE PURCHASED BY CUSTOMER OR LEASED BY CUSTOMER FROM REDWOOD OR ANOTHER LESSOR. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION MAY NOT APPLY. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

C. Selection of a person to install the Equipment is solely the choice and responsibility of Customer. Even if Redwood recommends an installer, REDWOOD SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO THE INSTALLATION OF THE EQUIPMENT AND CUSTOMER RELEASES REDWOOD, AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS REDWOOD FROM ANY CLAIM OR LIABILITY ARISING FROM PERSONAL INJURY OR DAMAGE TO AND/OR LOSS OF THE EQUIPMENT AND/OR OTHER PROPERTY OF CUSTOMER ATTRIBUTABLE TO OR ARISING FROM THE INSTALLATION OF THE EQUIPMENT.

9. **INDEMNIFICATION AND RELEASE.** Customer agrees to release, defend, indemnify and hold harmless Redwood, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this agreement including, without limitation, claims for personal injury or wrongful death to customer or users of the equipment, products or services provided by Redwood or used in conjunction with such equipment, products or services provided by Redwood and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the equipment or service, or arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of Redwood, its agents or employees.

10. **OPERATING RULES.** Customer agrees to abide by the Internet Use Policies either, but not limited to, expressed or implied rules and further agrees not to publish on or over the Internet content which violates or infringes upon the rights of any other person or authority. If Redwood is challenged by any third party regarding the suitability of Customers content, Redwood may at Redwood's sole discretion delete Customer's content from the Internet service. Customer agrees not to send unsolicited electronic mail to Redwood's subscribers without Redwood's explicit written permission for each instance of communication.

11. **CUSTOMER'S DEFAULT.** Customer shall be in default under this Agreement in the event (i) Customer shall fail to pay within fifteen (15) days of the date when due any part of the compensation payable hereunder; (ii) Customer shall fail, after fifteen (15) days' written notice thereof, to correct any failure in the due performance and observance of any other of the covenants and obligations of Customer hereunder; or (iii) Redwood determines in its sole discretion that there has been misuse of the Service or the Equipment.

In the event of any default by Customer, Redwood shall have no further obligation to supply the Services and, at the option of Redwood, all rights of Customer hereunder in and to the Services provided by Redwood shall terminate. Redwood shall be entitled to exercise any and all remedies available to it in law and in equity, and, in addition, Redwood shall retain all compensation previously received hereunder. Customer shall pay to Redwood on demand all costs and expenses, including, without limitation, its reasonable attorneys' fees, incurred in connection with the enforcement of this Agreement.

#### 12. GENERAL PROVISIONS

A. All notices under this Agreement shall be in writing and shall be sufficient if delivered personally or mailed to the receiving party at its respective address, as designated from time to time by notice to the other party. Any notice mailed to such address shall be effective three (3) days after deposit in the United States Mail, duly addressed, postage prepaid.

B. This Agreement shall not be amended, altered, modified, or otherwise changed except in a writing signed by both parties.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

D. If any term or provision hereof is rendered invalid or unenforceable by any court of competent jurisdiction, then the remainder of the terms and provisions of this Agreement shall be enforced as if such invalid or unenforceable provision were excluded, and never a part hereof, provided that performance of this Agreement, as so charged is legally possible.

E. Neither this agreement nor Customer's rights hereunder shall be assignable by Customer except with Redwood's prior written consent. The conditions hereof shall bind any permitted successors and assigns of Customer.

F. So long as ISP Alliance, Inc., a Georgia corporation, is a Subcontractor, it shall be considered a third-party beneficiary of this Agreement.

G. Customer acknowledges that this Agreement contains the entire agreement between the parties relating to the Services and/or Equipment described in this Agreement and that Redwood and its employees have not made orally or in writing any representations, warranties or agreements inconsistent with the terms of this Agreement. This Agreement supersedes all prior agreements and understandings, both oral and written with respect to the subject matter hereof. Customer agrees to notify Redwood within 30 days of any change of Customer's address.

**A Term Commitment must be chosen on the front side of this contract.**

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Name of Customer (Account Holder)

Telephone Number

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Address

State

Zip

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Customer Signature (Account Holder)

Date

Redwood County Telephone Company, Inc., 731 Main Street, PO Box 130, Wabasso, MN 56293, 507-342-8000