

Hershey Cooperative Telephone Company Internet Agreement

This agreement entered into as of between Hershey Cooperative Telephone Company a Nebraska Corporation (Hershey), whose address is P.O Box 235, Hershey NE 69143, and whose address is _____ and whose phone number is _.

Whereas Hershey is a Local Exchange Carrier which operates telephone service for its subscribers in the area in and around Hershey, Nebraska: and

Whereas Hershey is an Internet service provider capable of providing Internet access to subscribers who contract for that service; and

Whereas Hershey has the capability of providing Digital Subscriber Line Service (DSL Service or Service) to its subscribers; and

Whereas Customer desires to contract for DSL Service

Now therefore it is agreed between the parties as follows:

1. **Cost of service.** The cost of DSL service, which includes Internet service through Hershey, is \$ per month payable in advance on or before the first day of each month at the business address of Hershey as listed above.
2. **Term.** The undersigned customer agrees to remain a subscriber of DSL service for a period of twelve months. At the expiration of twelve months, this agreement shall continue on a month-to-month basis until the same is canceled by either party in writing. Any such cancellation after the initial term shall be effective at the end of the monthly period in which notice is received in the office of Hershey.
3. **Required Equipment.** Hershey agrees to supply, as a part of its Service, all labor needed for installation of the Service to the Customer premises and will supply the necessary modem/router at no charge to the Customer. The modem/router and all connection equipment shall remain the property of Hershey and shall be returned to Hershey upon termination of service for any reason. A charge of \$100.00 shall be assessed if the modem/router is not returned.
4. **Delinquent payments.** In the event the monthly service charge is not paid on or before the due date, Hershey may terminate Service to the Customer and, at its option, may declare the entire remaining unpaid balance of the twelve-month term immediately due and payable.
5. **Early termination.** In the event Customer terminates Service for any reason prior to the end of the initial twelve-month term, or in the event Hershey terminates Service for non-payment, an amount equal to \$ times the number of months remaining in the initial term, plus any prior months which are unpaid, shall be immediately due and payable by Customer to Hershey. In the event the customer leaves the territory served by Hershey and terminates phone service as well as DSL Service, and returns the modem/router, Hershey may waive the early termination charge.
6. **Entire Agreement.** This agreement constitutes the entire agreement between the parties relative to DSL Service. It shall not modify the terms and conditions of any other contracts for other types of service between the Customer and Hershey, including any agreement entered into for Internet service which is provided as a part of DSL Service.

Hershey Cooperative Telephone Co.

Authorized by

Customer Signature