

## SENTCO.NET INTERNET SERVICE AGREEMENT

Southeast Nebraska Communications (“Sentco.net” or “Service”) and \_\_\_\_\_ (“Customer”) agree to the terms and conditions set forth in this Agreement. **IN ADDITION, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THE SENTCO.NET END USER AGREEMENT.**

All charges, including applicable taxes will be billed monthly in advance by the first of each month for service during that month. If Sentco.net has not received payment by the fifteenth day of the month when due, Sentco.net may at its option terminate this agreement and disable your account and prevent the downloading of any data pending receipt of payment of any outstanding balance on your account.

**In the event that customer terminates service, either voluntarily or involuntarily, Customer agrees to return the DSL modem in working order, within 30 days, with all attachments. If customer fails to return the DSL modem, the Customer agrees to pay Sentco.net \$60.00 for the modem. If the DSL modem is damaged while in the care and custody of Customer, the Customer agrees to pay Sentco.net \$20.00 for a replacement modem.**

Sentco.net does not guarantee continuous, uninterrupted, or secure access to the Internet. Internet access rates specify the available range of upload and download speeds, and are not guaranteed rates.

Customer is responsible for providing and maintaining all hardware needed to connect with Sentco.net’s computer system.

Customer is responsible for maintaining the confidentiality of the password and account. Customer is responsible for all activities which occur under Customer’s password and/or account.

Customer shall immediately report any unauthorized use of Customer’s account to Sentco.net.

Customer acknowledges that access to the Service under this Agreement is intended for the use of Customer and Customer’s authorized users only. Customer and Customer’s users shall not resell the Service to any other party without having executed a separate Reseller Agreement with Sentco.net.

Customer and Customer’s users shall not provide access to the internet through the Service to anyone located outside Customer’s premises without the prior knowledge and consent of Sentco.net.

Customer understands that Sentco.net’s Internet service is unsecured and may allow

access from elsewhere on the internet to any computer that Customer has connected to Sentco.net's network. Sentco.net strongly suggests that Customer consider some form of firewall protection between Customer's computers and Sentco.net's network.

Customer understands that Sentco.net does not guarantee static or live IP addresses as part of its standard Internet Service offering.

Customer understands that Sentco.net is unable to troubleshoot customer network problems, including but not limited to network interface cards, cabling, firewalls, and issues related to network configuration.

This Agreement shall continue until terminated by either party by giving notice of cancellation to the other party.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflicts of law provisions. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms and Conditions of Use or your use of the Service shall be the courts of the state of Nebraska located in Richardson County, Nebraska and the United States District Court for the District of Nebraska located in Lincoln, Nebraska. You further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

Sentco.net's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

Any cause of action you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

---

Sentco.net Date

---

Customer Signature Date