



INTERNET SERVICE AGREEMENT

Primary Account Owner(s):		Date:	Account #:
Broadwater County TV District		09/02/2021	14741
Business Name:	Primary Phone:	Additional Contact:	Contact Type:
Broadwater County TV District	406-266-9272	Mike Delger	Board Chairman
Billing Address:	Mobile Phone:	Account Email:	
		mdelger@co.broadwater.mt.us	
	Text Alerts?:	Billing Email:	
		mbeebe@co.broadwater.mt.us	
Service Address:	Term Selected:	Our Guarantee:	
	Month to Month	Full refund if you are unsatisfied with our service and you cancel in writing within 30 days of installation	

CUSTOM PRICING/TERM - See Details Below (page 1)

Description	Price	Selection
Internet Installation Fee	\$0.00	Yes
Ultimate Package - 25Mbps - Business Wireless	\$71.20	Yes
Montana Internet Wireless Router + Device Management & Support	\$0.00	Yes
Customer Care Plan - No charge for truck rolls, upgrades, and repairs		
Snowbird Plan - Suspend your service up to 6 months per year		
Business Plan - Expedited service calls, same-day repairs + support		
Total One-Time		
Total Monthly		

Additional Notes:

Primary Account Owner(s):

Please read the following terms and conditions carefully. If you have any questions, feel free to contact us at hello@mt.net. All references to "service" shall mean "Internet access service" only unless otherwise specified. The term "Company" shall at all times refer to Montana Internet Corporation.

1. INTERNET ACCESS SERVICE. The Company undertakes to provide the subscriber with Internet access service.

2. SERVICE AVAILABILITY WARNING. The Company does not guarantee uninterrupted service. The availability of the Internet access service provided by the Company will be subject to power outages, weather events and other conditions affecting Internet use, which are outside the control of the Company. By accepting this contract, the Subscriber will be deemed to have considered and accepted this qualification with respect to the Subscriber's application of the service to the use of VoIP telephones, security systems, health monitoring systems or other systems requiring permanent, always on connections. The Subscriber hereby releases the Company from all claims it may have against the Company in the future arising from damage or losses suffered by the Subscriber as a result of interruption of service due to conditions beyond the control of the Company. All speeds are considered "up to," are not guaranteed and will vary.

3. PAYMENTS

a. Installation: Payment is due upon the execution of this Agreement. A full refund will be provided to the customer and this agreement canceled without further obligations by either party if service cannot be installed safely or the Company is unable to obtain a quality signal/connection during installation process.

b. Internet Service: On initiation of service, the Subscriber will be billed for (1) service from the date service is commenced to the first day of the next billing cycle, (2) the first full month's service. Thereafter, service charges will be billed monthly in advance of service. All service payments must be made by direct debit, check, cash or by credit card, unless service is a business account and prior arrangements have been made. Payment is due in full upon billing. Accounts are considered active until canceled by the Subscriber. All credit cards will be charged automatically for each billing period. Billing/invoice statements will be sent via e-mail, there is a monthly fee of \$1 for processing a per statements. NSF checks will be assessed a \$40.00 handling fee. A service charge of 1.5% per month may be charged on all past due amounts. If your account is referred to collection, you agree to pay any collection costs incurred including reasonable attorney's fees, filing fees and court costs.

4. CHANGE IN TERMS. Terms and conditions of the agreement are subject to change by Montana Internet with a 30 day notice to the customer. Such notice will be posted on our website or sent via email, or both.

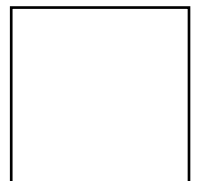
5. DEGRADATION OF NETWORK. Montana Internet reserves the right to terminate or interrupt service to any Subscriber who damages or degrades the network for any reason, intentional or otherwise.

6. TERM. This Agreement shall commence on the date the Connection is activated (the Activation Date), and continue on a month-to-month, 6 month, 12 month, or 24 month term as outlined on page 1, under "term selected."

7. PERSONAL PROPERTY. The satellite modem, antenna, support mast, power supply, cable and any other equipment or material supplied by Montana Internet to accomplish the installation of services are the personal property of Montana Internet regardless of how such property is attached to the Customer's building or premises, and shall be returned to Montana Internet, in original condition (less normal wear and tear), within 5 days of service termination. The Customer shall allow MIC's employees and agents access to such hardware and equipment to repair or replace same during the term of this agreement, and to remove such hardware and equipment from the Customer's premises and Customer building upon notice of such action by Montana Internet upon the termination of this Agreement.

8. UNFORSEEN INTERRUPTION OF SERVICES. Montana Internet shall notify Customer as soon as is practicable in the event that Montana Internet is required to interrupt, either partially or fully, the Connection being provided by Montana Internet to the Customer. Such interruptions shall not be deemed a default hereunder. EXCEPT AS EXPRESSLY SET FORTH IN OR CONTEMPLATED BY THIS AGREEMENT, IN THE CASE OF REFUND FOR LOST SERVICES, CREDIT WILL BE ISSUED ONLY FOR PERIODS OF LOST SERVICE GREATER THAN FORTY EIGHT (48) HOURS. In the event of lost services greater than 48 hours, Montana Internet will prorate the refund for the lost services in respect to the Customer's monthly access charges. No refund will be given for any lost time under 48 hours, however, Montana Internet will expedite the repair and or replacement of any equipment that Montana Internet maintains ownership of. Montana Internet will not be held responsible for the outgoing Internet connections that Montana Internet receives from other vendors.

9. RIGHT OF TERMINATION. Either party shall have the right to terminate this Agreement upon not less than thirty (30) days prior written notice to the other party. Subscriber understand they may be assessed an early termination fee of up to \$250.00 if they cancel service before their selected contract term has expired.



10. LIMITATIONS OF LIABILITY. THE DURATION OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE SERVICE SHALL BE LIMITED TO THE DURATION OF THE EXPRESS AGREEMENT SET FORTH IN THIS DOCUMENT. UNLESS OTHERWISE SPECIFIED, Montana Internet SHALL NOT BE LIABLE FOR ANY LOSS, INCONVENIENCE OR DAMAGE, INCLUDING DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE SERVICE OR PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY, EVEN IF Montana Internet HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH INCONVENIENCE, DAMAGE, OR LOSS. IN THE EVENT Montana Internet IS UNABLE TO ASSIST YOU IN A TIMELY FASHION, OR THE SERVICE PROVIDED HEREIN OTHERWISE FAILS ITS ESSENTIAL PURPOSE, OR THE CUSTOMER HAS ANY OTHER CLAIM ARISING OUT OF ITS USE OF THE SERVICE (EXCLUSIVE OF A CLAIM FOR PERSONAL INJURY OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY), CUSTOMER'S RECOVERY OF ANY DAMAGE OR LOSS SHALL BE LIMITED TO \$100.00. MIC'S LIABILITY TO CUSTOMER FOR ANY DIRECT LOSSES (INCLUSIVE OF A CLAIM FOR PERSONAL INJURY OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY) ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE ACTUAL VALUE OF SUCH PROPERTY AND/OR COSTS INCURRED FOR SUCH INJURY. MIC'S TOTAL LIABILITY FOR ANY LOSS ARISING FROM THE SERVICES, DAMAGE, OR INJURY UNDER THIS AGREEMENT SHALL NOT EXCEED \$500.00. The Customer shall give written notice to Montana Internet of any losses or damages to such property and shall provide Montana Internet with a reasonable opportunity to remedy such loss or damage. In no event shall Montana Internet be liable for any consequential or incidental damages, such as loss of profits and/or loss of use, arising from the services to be performed hereunder.

11. ASSIGNABILITY. The Customer agrees not to assign this contract in whole or in part without first obtaining the consent of Montana Internet in writing.

12. TAXES. The Customer agrees to and shall pay all federal, state and local service, sales, use and excise taxes, which may be assessed in connection with the services performed under this Agreement by Montana Internet.

13. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws of the State of Montana, and the District Court of the First Judicial District, in and for the County of Lewis & Clark, shall have exclusive jurisdiction over the subject matter of this Agreement and the parties thereto.

14. ATTORNEY FEES. In the event any action is brought to enforce the terms of this agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable costs and attorney fees from the other party.

15. COLLECTION COSTS. The customer agrees that in the event of account delinquency, all costs to enforce collection of the account balance, including court/attorney and Collection Agency's fees will be added upwards to 40% of the balance owed.

16. NOTICES. All notice given by either party shall be in writing and either mailed in the U.S. mail, or emailed to the other party. Mailed notices shall be deemed given when deposited in the U.S. Mail. Emailed notices shall be deemed given when the emailed is posted.

17. SEVERABILITY. If any term or condition of this Agreement is determined to be invalid, or unenforceable, the remaining terms of this Agreement shall not be affected or impaired.

18. MISCELLANEOUS. This Agreement supersedes all prior agreements and understandings between the parties, and there are no agreements or representations between the parties hereto relating to the subject matter of this Agreement except as are expressly set forth herein. This Agreement shall be binding on and inure to the benefits of the heirs, administrators, personal representatives, successors or assigns of each of the parties hereto. THE AGREEMENT AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER AGREEMENTS AND/OR REMEDIES.

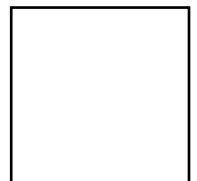
19. DAMAGED EQUIPMENT REPAIR. The Customer shall be responsible for all repairs necessitated to equipment owned by Montana Internet which is caused by the Customer.

20. LAWFUL PURPOSES. The Connection provided by Montana Internet can only be utilized for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be illegal, threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by Montana Internet to be inappropriate or improper such as bulk e-mail messages. If Customer violates the terms of this paragraph, Montana Internet may terminate service immediately, without notice, without liability to Customer. Montana Internet reserves the right to monitor the Customer's Internet traffic to ascertain compliance with the terms of this paragraph.

21. EQUIPMENT. With the exception of towers sold to the customer as specified herein. all equipment supplied on customer premises by the Company to provision the Service remains the property of Montana Internet or its agents. Any equipment belonging to the Company that is not returned upon termination of service will be billed to the subscriber at full acquisition cost.

22. PRIOR AGREEMENTS VOID. This Agreement hereby supersedes all previous representations, understanding, or agreements, written or oral, by or between you and the Company, and shall prevail notwithstanding any variance with terms and conditions of any and all orders submitted.

23. BINDING AGREEMENT. This agreement shall be binding upon the successors and assigns or, as the case may be the heirs and personal representatives, of the Company and Subscriber.



Signature Page

The undersigned subscriber acknowledges that the terms and conditions of this contract as set out above and on the reverse side of this document have been read and are understood and agreed to.

I hereby authorize Montana Internet and its agent to install equipment and provide services as requested. I acknowledge that all Contracts are subject to final site survey; at Which time a final decision of service availability and installation price will be made.

Print Name and Date: _____

Subscribers Signature: _____

Date: _____

Company Signature:

Faith Jones

Date:

09/02/2021