

PART I TERMS & CONDITIONS OF CELLULAR SERVICE CONTRACT & FOR SALES OF EQUIPMENT

Northwest Missouri Cellular (NWMC), provides cellular service on the terms and conditions specified herein and at rates, and charges established from time to time. Every use of the term "you" or "your" in this Contract includes you, individually, as well as any company or other entity on whose behalf you are acting in submitting this application for service and/or equipment.

- 1. AVAILABILITY OF LIMITED SERVICE** - Service is generally available to cellular mobile radio units (cellular telephones) equipped for this service and when within the range of cell sites located in the service area.

Service is furnished for use by you or your authorized user. A telephone number may not appear in more than one mobile radio unit. Orders including those which involve the start change or discontinuance of service, will be accepted by NWMC only from you or your authorized agent.

You have no property right in the telephone number, except for any rights federal law grants you. NWMC reserves the right to assign, designate, or change such number when in its sole opinion, such assignment, designation or change is reasonably necessary in the conduct of its business.

- 2. SERVICE COMMITMENT** - You have contracted to have NWMC provide you service for the term specified on the front of this Contract under the heading of Service Commitment. The term of your Service Commitment begins with the first day your service is activated. At the end of your Service Commitment the term of this Contract shall be deemed automatically renewed on the same terms and conditions contained herein for a subsequent term, and shall continue until terminated by either party.

You understand and agree that NWMC damages rising out of any breach of your service commitment will be difficult, if not impossible, to determine. THEREFORE, IF YOU TERMINATE YOUR SERVICE BEFORE EXPIRATION OF THE TERM OF YOUR SERVICE COMMITMENT, YOU HEREBY AGREE TO PAY THE EARLY TERMINATION CHARGES FOR LIQUIDATION DAMAGES IN THE AMOUNT SPECIFIED HEREIN TO COMPENSATE NWMC FOR ITS COSTS, INCLUDING COSTS OF ACTIVATION OF YOUR SERVICE, INSTALLATION, ANTENNA, MINUTES OF USE AND/OR OTHER SERVICES WHICH WERE PROVIDED BY NWMC TO YOU IN EXCHANGE FOR AND IN RELIANCE UPON YOUR AGREEMENT TO THE SERVICE COMMITMENT. Your Service Contract and commitment cannot be assigned without the consent of NWMC.

2 DEPOSITS - At any time, NWMC may require you to make a suitable deposit to be held by NWMC, and you hereby grant NWMC a security interest in such deposit, to secure the payment of all sums due hereunder and on other account(s) for which you are responsible for payment, as well as, the performance of all other obligations you may have to NWMC, whether now existing or hereafter arising. Interest may accrue on cash deposit at rates established by NWMC, or, if required at that rate required by state law for the period during which it is held by NWMC. Upon termination of service, NWMC may apply your deposit and any interest accrued thereon against the outstanding amounts due hereunder, or against the outstanding amounts due on any other account(s) for which you are responsible for payment, or any other amounts you owe NWMC. NWMC may require an additional deposit at any time during your service commitment.

3 RATES, CHARGES, AND PAYMENT - You will receive monthly bills which are due and to be paid in full on the due date shown on the bill. You are responsible to pay NWMC for all charges assessed to your mobile number, including cellular airtime charges on the subscribed system and charges incurred on other cellular systems (roamer charges), recurring monthly access, optional features, if any, any toll charges assessed to your mobile number, collect calls, third party billed calls to your mobile number, roaming administrative charges, interconnection/land charges, applicable taxes and other charges or calls billed to your mobile number. You may also have to pay a fee to begin service or reconnect service. We also charge monthly fees (such as universal service and regulatory fees) related to our governmental costs. These fees are not taxes and are not required by law and are subject to change without notice. You accept responsibility for outgoing and incoming calls to and from your cellular telephone. Chargeable time for calls originated or received by a cellular telephone begins when the signal connection is established to the carrier facilities and ends when the cellular telephone signals call disconnect at the carrier's facilities ("Connected Call"). These charges are assessed based upon connection to the carrier facilities, regardless of whether the call is completed. When using the Call Waiting or 3-Way Calling Features, you will be billed for the duration of each connected call from connection to final disconnect. Local airtime rates and peak/off peak hours vary by market. There is a minimum charge for each Connected Call. Airtime is billed in increments. Actual airtime usage is rounded up to the next increment for billing purposes. Monthly recurring charges are billed a bill cycle in advance. You agree that proration of charges has been explained to you. NWMC reserves the right to increase any and all rates, make changes to your subscribed airtime plan and change its peak/ off peak hours upon thirty (30) days notice to you. NWMC reserves the right during the term of this Contract to discontinue offering certain airtime rate plans and to change available rate plans if you no longer qualify for the rate plan to which you are subscribed, upon thirty (30) days notice to you. You may, during that thirty (30) day period choose from other available rate plans. Should you fail to select another available rate plan within that thirty (30) day period, you agree that NWMC may assign your service to a comparable available rate plan. You are responsible to notify NWMC in writing of any disputed charges within sixty (60) days of the date of the initial charge. If you do not notify NWMC within that time period in the manner stated, you have waived your right to dispute those amounts or procedures in question.

4 TAXES - The price of the Service does not include sales, use, excise, ad valorem, property or any other tax now or which may be hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse NWMC for any such taxes which NWMC may be required to collect or pay immediately upon the invoicing of any such taxes.

5 NON-PAYMENT/BREACH - The collection fee shall in no event exceed the amount prescribed by law. A charge in an amount of no less than \$30.00 will be made by NWMC for any check or other negotiable instrument tendered by you and returned unpaid by a financial institution for any reason, and NWMC may demand payment by money order, cashier's check or similarly secure form of payment, at NWMC's discretion. You shall pay to NWMC all costs and expenses, including without limitation, reasonable attorneys' fees, the fees of any collection agency, and court costs incurred by NWMC in exercising any of its rights or remedies hereunder when enforcing any of the terms, conditions or provisions hereof.

6 CREDIT INFORMATION - You consent to NWMC's disclosure of account information to or from credit reporting agencies, credit bureaus, private credit reporting associations, or to or from other providers of cellular service at any time during your service with NWMC.

7 TERMINATION OF SERVICE - You may terminate service by notifying NWMC. If you terminate service before the completion of any service commitment other than a month to month term, you agree to pay the early termination charge to NWMC for liquidated damages in the amount set out on the front of this contract and as described in Paragraph 2 herein in the amount of \$200.00.

NWMC may terminate your service for non-payment of any sum due NWMC hereunder, or non-payment of any amount due NWMC on other cellular account(s) for which you are responsible for payment, or for non-payment for any other service, repairs or equipment furnished in connection with your cellular phone, or upon violation of any of the conditions of this Contract, including fraud. Subject to any applicable regulation or tariff, NWMC may by notice to you, without incurring any liability, either temporarily discontinue your service, or terminate your service and this Contract. NWMC may also terminate service in the event of your insolvency, receivership, voluntary or involuntary bankruptcy, assignment for the benefit of creditors or sale of substantially all of your assets.

NWMC requires that you maintain a physical address within Atchison, Gentry, Holt, Nodaway, and Worth counties in order to continue service. NWMC reserves the right at any time for any reason, including excessive usage outside NWMC local coverage area, to discontinue service provided, or change customers' plan and features, with 30-day notice to customer. Service may also be refused or discontinued without notice in the event that: 1) service is used in such a manner that will adversely affect NWMC service to others or is otherwise in violation of any Federal Communication Commission Rules or Regulations or state, federal or local laws; 2) services are not available from the network provider or its successor; 3) your credit information provided to NWMC is inaccurate; or 4) NWMC becomes aware of facts indicating that your credit standing has deteriorated. NWMC reserves the right to require a deposit for continuation of service, if NWMC deems such advisable, in the event your services are interrupted a restoral fee may be applicable. If you are not satisfied with the cellular service provided by NWMC, you can cancel your new contract or revert back to your original contract, if you are an existing customer, within fifteen (15) days of the date of activation. All equipment including your wireless phone and any accessories associated with the contract must be returned within the fifteen (15) day period in like new condition and in original packaging with all components and paperwork. A fee may apply for excessive wear or use of the equipment, left up to the discretion of NWMC, up to \$200.00. Applicable taxes and surcharges are nonrefundable and will be billed to you for the period up to the 15 days in which you have service. If the bill is left unpaid, you will be in default of the signed contract and the agreed early termination charges of \$200.00 as listed above will apply. If federal law requires, you will be allowed to have your wireless telephone number moved to another provider of cellular service (ported) at the time of termination of this Contract. Only currently-active numbers may be so ported. In order to be eligible to port a wireless phone number, you must have your new service provider request that your then-current number be ported on your behalf prior to terminating your service under this Contract. Porting of a wireless phone number does not relieve you of any obligations remaining or otherwise owed under this agreement, including, but not limited to any unpaid balances, early termination fees and charges associated with actually porting the number.

NUMBERS THAT HAVE BEEN DEACTIVATED ARE NOT CURRENTLY-ACTIVE WIRELESS PHONE NUMBERS AND CANNOT BE PORTED.

9. **CELLULAR TELEPHONES** - Except as provided in Part 11 below, NWMC is not responsible for the installation, operation, quality of transmission or maintenance of your cellular telephone.

If your equipment is stolen, you are responsible for all cellular service charges until the theft is reported to NWMC and evidence of the theft is provided to NWMC (i.e., stolen police report), directly, by calling the customer service number at 1-800-331-6341.

You understand that in the event of non-payment of charges, your phone service may be suspended and the cellular radio system may be programmed to refuse service to the equipment on which the delinquent charges were incurred until payment in full is made. You agree to advise any prospective purchaser of the equipment of any such charges outstanding. **We may change a wireless phone's software or programming over the air without notice and without your prior consent.** This might affect data stored on your wireless phone, or the way you've programmed it. Your wireless phone may also contain software that prevents it from being used with any other company's wireless service, even if you leave us. Your cellular phone may not be compatible with another wireless carrier's network and may not be capable of accessing all services or features offered by NWMC or another wireless carrier.

10. **NWMC LIMITATION AND CONDITIONS OF LIABILITY; INDEMNITY** - Service may be temporarily interrupted, including dropped calls, delayed or otherwise limited due to: 1) transmission limitations caused by atmospheric and other conditions; 2) the availability of radio frequency channels; 3) system capacity limitations; 4) coordination with adjacent cellular companies; 5) equipment modifications, upgrades, relocations, failures, repairs and/or similar activities; and 6) negligence of NWMC. NWMC therefore assumes no duty to provide uninterrupted service to you or your authorized user. NWMC shall have no liability and no credits shall be given for any of the above referenced conditions arising out of interruptions, delays, or failures in transmission as well as: 1) your negligent or willful act; 2) the failure of equipment or service not provided through NWMC facilities; or 3) the failure of services not provided to NWMC; or 4) acts of God, fire, riots, Government authorities or other causes beyond the control of NWMC.

You agree that the liability of NWMC, if any, for delays and failure in transmission of service (service problems) to you, whether caused by the negligence of NWMC or otherwise, is hereby limited to the allowance of a credit in the form of an adjustment for no more than the charges billed by NWMC to you for cellular service for the period during which the service problem occurred, except that no credit shall be given for recurring monthly charges, if any, for a service problem of less than 24 hours duration. No credit shall exceed the cellular service charges billed for the period during which the service problem occurred. No credits shall be given to dropped calls. NWMC has the right to require that credits be applied for upon written request and to deny any request for credit for an alleged service problem where the evidence of such problem is inconclusive, or the request is otherwise unwarranted or insufficient.

Except as provided above, you hereby agree that NWMC shall not be liable for, and shall be held harmless by you from and against, and you agree to indemnify NWMC for, any and all claims and damages, of every kind, including damages to your vehicle, personal injury and specifically special or consequential damages, arising out of the use of any service and/or equipment provided under this Contract, as well as any damages arising out of or attributed, directly or indirectly, to service problems or use of the cellular service and/or equipment by you and any third party. You understand that, for an additional fee, speakerphone equipment is available from numerous sources. This service enables you to use your cellular telephone without holding the receiver, thereby allowing you to use both hands while operating your motor vehicle.

- 1 **GOVERNING LAW** - This Contract shall be governed by the laws of the State of Missouri.

2 **LONG DISTANCE INDEMNIFICATION** - NWMC will make every effort to ensure your cellular phone is connected to the long distance carrier of your choice. In the event your cellular phone is inadvertently connected to a different long distance service, NWMC will be liable only to the extent of connecting your cellular service to your chosen long distance carrier at the earliest opportunity after you notify NWMC. NWMC will not be responsible for any charges incurred by you with another distance carrier or any other charges. Calling plans which include long distance service are based upon the use of the NWMC-designated long distance carrier. Designation of an alternate long distance carrier by you may result in your incurring toll charges even under such calling plans.

PART II TERMS AND CONDITIONS FOR SALES OF CELLULAR EQUIPMENT - In addition to the terms and conditions in Part I, the following provisions apply to sales of cellular equipment.

- 1 **ACCEPTANCE** - This Contract is an offer by you, which will become a Contract when acknowledged in writing by NWMC.

2 **DELIVERY, INSTALLATION AND TITLE** - You will be required to deliver your vehicle or your cellular unit to the location agreed to for installation services. Upon receipt of payment in full, title to the equipment shall transfer to you. You grant to NWMC a purchase money security interest in the equipment ordered under the Contract and in the proceeds thereof in the amount of the equipment purchase price.

3 **LIMITED WARRANTY** - NWMC is the owner of the equipment free from all liens and encumbrances other than any purchase money security interest retained by NWMC's supplier(s). EXCEPT AS PROVIDED IN ANY APPLICABLE, EFFECTIVE MANUFACTURER'S WARRANTY, OR AS OTHERWISE PROVIDED IN THIS PARAGRAPH, NWMC MAKES NO WARRANTIES OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, TO YOU OR TO ANY OTHER PURCHASER OR LESSEE OF THE EQUIPMENT WITHOUT LIMITING THE FOREGOING, NWMC SPECIFICALLY MAKES NO WARRANTY THAT THE EQUIPMENT SOLD HEREUNDER IS FIT FOR ANY PARTICULAR PURPOSE. YOU ALSO AGREE THAT THE LIABILITY OF NWMC FOR ANY BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART OF THE EQUIPMENT SOLD HEREUNDER. YOU HEREBY WAIVE ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, WHETHER OR NOT OCCASIONED BY NWMC'S NEGLIGENCE AND INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM THE INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT PROVIDED HEREUNDER. NWMC is not liable for damages to your vehicle which may result from installation of service or equipment by any person who is not an employee of NWMC.

4 **PAYMENT TERMS** - Payment is due in full with the execution of this contract by you, or as otherwise agreed to by the parties. A monthly late charge shall accrue on any amount remaining unpaid, at the lesser of one and one half percent (1 1/2%) per month or the maximum rate permitted by applicable law.

5 **FCC MATTERS** - You are solely responsible for compliance with Federal Communication Commission rules and with the rules and regulations of any other federal, state or local regulatory agency. Neither NWMC nor any of its employees is an agent or representative of you in Federal Communication Commission matters or otherwise.