Agreement - Disconnecting Landline Telephone and Switching to Internet Only Service

THIS AGREEMENT is made and entered into on the date set forth below, by and between Grand River Mutual Telephone Corporation d/b/a GRM Networks®, Lathrop Telephone Company d/b/a LTC Networks®, or South Central Communications, Incorporated d/b/a SCC Networks® of Princeton, Mercer County, Missouri (referred to as "Provider" as applicable) and the individual(s) or entity identified below ("Customer"). Witnesseth:

1. Customer hereby selects and hereby agrees to pay Provider for the desired Internet Only Service Option (hereinafter "Internet Only Service"), as indicated below. The monthly charge for Internet Only Service will be billed on the 1st day of each month, and is due and payable on the 21st day of each month. If payment is not received by the 21st day of the month, Provider will email Customer a reminder to pay notice and a $5.00 late payment fee will be charged to the Customer's account. In the event of default of payment of amounts due by Customer to Provider, Provider may terminate service upon five (5) business days written notice to Customers in Iowa and upon ten (10) calendar days written notice to Customers in Missouri. Customer agrees to pay a $15.00 fee to restore service ("Reconnect Fee") if Customer's Internet Only Service has been temporarily suspended for nonpayment of amounts due.

2. Provider hereby agrees to provide GRM Networks Internet Only Service to Customer upon the terms and provisions herein provided, and will disconnect Customer's current landline telephone service on record (#_____). Customer acknowledges and agrees that landline telephone service is not included with the Internet Only Service, therefore **Customer will not have dial tone and will not be able to complete telephone calls using the Internet Only Service. This includes, but is not limited to, emergency 911 calls. Customer is also advised that Provider will no longer update Customer's service address location in the PSAP/E911 database.**

Internet Only Service Options:

Residential:

- ☐ up to 1 Gig/1Gig (1000/1000 Mbps) $105.00/month
- ☐ up to 500/500 Mbps $95.00/month
- ☐ up to 200/200 Mbps $85.00/month
- ☐ up to 100/100 Mbps $75.00/month
- ☐ Smart WiFi: $10.00/month – Includes complete in-home wifi coverage; the Plume Home® mobile app to manage the digital ecosystem, provide enhanced security, and monitor and control the network, users and devices; and professional installation. Smart WiFi is not available to Customers utilizing Customer-owned equipment. Certain restrictions apply.

Business:

- ☐ up to 1 Gig/1Gig (1000/1000 Mbps) $255.00/month
- ☐ up to 500/500 Mbps $205.00/month
- ☐ up to 200/200 Mbps $155.00/month
- ☐ up to 100/100 Mbps $105.00/month
- ☐ Smart Business WiFi: $20.00/month – Includes complete wifi coverage with up to three additional pods and professional installation. Smart Business WiFi is not available to Customers utilizing Customer-owned equipment. Certain restrictions apply.

Advertised symmetrical speeds reflect the maximum available speeds under optimal conditions. Actual upload and download speeds may vary depending on device capabilities, number of connected devices, wifi interference, website/server limitations, and other factors.

3. In the event Customer disconnects Internet Only Service from Provider or otherwise terminates this Agreement prior to _____ (date), Customer agrees to pay a $25.00 Early Termination Fee. After the Completion of any Minimum Term, Service continues on a month-to-month basis and Customer may terminate Service by providing notice to Provider. Customer hereby acknowledges and agrees to pay Provider for any Provider-owned equipment used to provide service that is not physically attached to the premise. Provider will include said charges for said equipment on the final invoice to Customer. If Customer returns said equipment to Provider in good working order, reasonable wear and tear accepted, the charges for said equipment will be credited back to Customer's account.

4. Customer will continue to pay a $3.95/month Equipment Fee. The Equipment Fee provides coverage for maintenance and/or replacement of the equipment necessary to provide service up to the demarcation point including labor and trip charges. Said labor will be performed during normal business hours. Equipment Fee coverage will not be applicable if hardware has been subjected to physical abuse or used with defective or non-compatible equipment, or where damage occurs due to acts of God, or other causes beyond Provider's control, including but not limited to lightning or other forms of power fluctuations. In no event shall Provider be liable for any direct, indirect, incidental, or consequential damages resulting from any defect in the hardware even if Provider has been advised of the possibility of such damages.

5. Should Customer fail or refuse to carry out the terms of this Agreement, or to make payments specified herein, this Agreement may be terminated by Provider and Provider may initiate legal proceeding to enforce this Agreement, including collection of amounts owed. Customer shall pay any and all legal fees and costs, including reasonable attorney's fees, incurred by Provider in the enforcement of this Agreement. Interest on unpaid amounts shall accrue from the date owed at the legal rate as provided by the state law where service is provided. Customer waives any requirement for Notice and Demand of unpaid amounts owed.

6. Pricing & availability is subject to change without notice. Customer has read, understands, and agrees to the Acceptable Use Policy, Privacy Policy, Terms and Conditions, and Terms of Service as stated by Provider, and acknowledges receipt of a copy thereof (if requested), and acknowledges all said documents are posted on Provider's website.

7. This Agreement shall be governed by the laws of the State of Missouri and any action to enforce this Agreement shall be commenced and conducted in Mercer County, Missouri. Customer hereby consents to the jurisdiction of the Mercer County, Missouri, Circuit Court.

ACCEPTED: Customer Signature: _____ Date: _____

Customer Name: _____

Service Address: _____

Mailing Address: _____

Phone # : _____ Email Address: _____

GRM Networks®, LTC Networks®, and SCC Networks® are equal opportunity providers and employers.
GRM Networks®, LTC Networks® y SCC Networks® son proveedores y empleadores que ofrece igualdad de oportunidades.