

SERVICE AND EQUIPMENT LEASE AGREEMENT

Thank you for choosing Northeast Nebraska Telephone Company (herein after referred to as "NNTC") for your telecommunications service. By signing this Service and Equipment Lease Agreement, you agree to abide by NNTC's service terms and conditions. NNTC leased equipment is defined as items you will have in your possession but are still owned by NNTC. Examples include but are not limited to: DVR set-top box(es), non-DVR set top box(es), handheld remote control(s), router(s) and/or router extender(s).

THIS SERVICE AND EQUIPMENT LEASE AGREEMENT CONTAINS THE TERMS AND CONDITIONS FOR THE LEASE BY NNTC. YOU UNDERSTAND AND AGREE THAT YOU HAVE NOT PURCHASED THE EQUIPMENT, YOU DO NOT OWN THE EQUIPMENT AND THE EQUIPMENT MUST BE USED AND RETURNED TO NNTC IN ACCORDANCE WITH THE TERMS OF THIS SERVICE AND EQUIPMENT LEASE AGREEMENT.

1. PROGRAMMING AGREEMENT

On the date that the professional installer installs the equipment, you agree to activate the equipment ordered by you or provided to you with any NNTC service. **NNTC PRICING IS SUBJECT TO CHANGE AT ANY TIME.**

2. CARE OF EQUIPMENT

You are responsible for the loss of or any damage to the equipment that you lease from NNTC. You shall have no right to sell, give away, transfer, pledge, mortgage, remove, relocate, alter or tamper with the equipment at any time. **NNTC PROVIDES YOU WITH THE EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT PROVIDED TO YOU. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. NNTC IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR COINCIDENTAL DAMAGES RELATING TO THE EQUIPMENT PROVIDED TO YOU.**

In the event the equipment you have leased from NNTC does not operate correctly, contact NNTC at 1.888.397.4321 during the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday. You may also email us at nntc@nntc.net, but you will not receive a reply until hours of operation.

3. RETURN OF EQUIPMENT

If you disconnect/cancel/terminate service on some or all your leased equipment for any reason (to replace or upgrade equipment, or to cease being a NNTC customer either voluntarily or involuntarily), or if you decide to disconnect/cancel/terminate your services, you are responsible for getting that equipment to NNTC's main offices at 110 East Elk Street P.O. Box 66, Jackson, NE 68743 within 30 days of such disconnection/cancellation/termination.

You acknowledge that the equipment belongs to NNTC and the equipment must be returned to NNTC in good working order, normal wear and tear excepted.

You agree that you are responsible for paying the following fees in the event you fail to return any leased equipment or return the equipment in a damaged condition. The below amounts are priced on a per unit basis:

DVR STB - \$300.00 Non-DVR STB - \$175.00 Remote - \$20.00 Router - \$150.00 Router Extender - \$125.00

Customer Name (printed): _____

Customer Address: _____

Customer Phone Number: _____

Customer Signature: _____ Date: _____