

Want Broadband in Your Area?



semone.net will attempt to deploy wireless service to areas once 30 customers sign up in a 2-mile radius!

What does it cost? The service, installation and equipment costs of \$698 are prepaid for the first year and \$33.95/month during the second year.. Once we have 30 2-year agreements for an area we can service with a single tower, we will contact each customer for a downpayment of \$399. When the new tower is constructed and your service is installed you will be charged \$299 which completes your total pre-payment for your first year of service at 256k. Starting in the 13th month, you will be charged the monthly at a rate of \$33.95.

Why do I pay the first year up front? semone.net must have at least 30 customers for two years to make it feasible to provide wireless service in a particular area. This is the best avenue for semone.net to guarantee that our investment is directed to the right areas.

Can I get more than 256k? Yes. To double your speed you can upgrade to 512k service, you will be billed a \$10/month upgrade fee. To upgrade your 256k service to a full 1 megabit service, you will be billed a \$20/month upgrade fee. Upgrades may be performed at any time during your service term.

How long will it take to get installed? Once semone.net has received 30 agreements from customers in a regional area we can target with wireless service, we will contact those customer and collect their initial payment of \$399. It will take approximately 120 days to begin providing the service. The fastest way to get it going is to get all your neighbors to sign up!

What will it cost after the second year? During your second year of service, your monthly fee will be \$33.95/month for 256k service. If you choose to continue service for a 3rd year, the current wireless rates will apply (currently at \$23.95/month for those signing another 2 year agreement).

How do I sign up? Fill out our Wireless Internet Service Agreement, drop it by the office (or fax it) and then get your neighbors to do the same! The agreement is online at <http://semone.net/WirelessAgreement>.

Sign Up Today!

877.686.9114



Poplar Bluff Internet, Inc.

WIRELESS INTERNET SERVICE AGREEMENT

THIS AGREEMENT is made between CUSTOMER and Poplar Bluff Internet, Inc. d/b/a semo.net, a Missouri corporation and Internet service provider, (hereinafter "SEMO.NET"), for the purpose of CUSTOMER obtaining certain internet services by SEMO.NET. In consideration of the mutual covenants and promises made herein, the parties hereby agree as follows:

Definitions

Content - information made available by SEMO.NET or third-parties, displayed or transmitted in connection with a Service (including, without limitation, information made available by means of an HTML "hot link", a third party posting or similar means) including all trademarks, service marks and domain names contained therein as well as the contents of any bulletin boards or chat forums, video, audio, and images; and, all updates, upgrades, modifications and other versions of any of the foregoing.

User - anyone who uses or accesses any Service purchased by CUSTOMER under this Agreement.

Business Customer - three or more computers sharing a single Internet connection from SEMO.NET for business use or use of a server.

Basic Customer - any CUSTOMER who does not qualify as a Business Customer.

Bandwidth - the nature of the Internet is a shared service, bandwidth speeds for wireless service are defined as the aggregate of upload and download data speed measured in bits per second. This rate can be decreased based on network utilization and best tested during non-peak hours (12am-7am). For example, CUSTOMER begins downloading a file using 512k service and data is moving at an average speed of 512k bits per second. If CUSTOMER simultaneously begins uploading a file or sending an email message, the download bandwidth will be reduced by the amount of upload bandwidth being used for a total aggregate speed of 512k bits per second.

Effective Date - date on which agreement is signed

Build Date - date on which SEMO.NET begins building a network to provide service to CUSTOMER. *If network is already available to CUSTOMER'S SERVICE AREA, Build Date is synonymous with (or concurrent to) Effective Date.*

Completion Date - date on which Internet services are installed and available at CUSTOMER premises

1. Services and Fees.

In consideration of the CUSTOMER'S promise to pay all fees as set forth and signified in Exhibit A, SEMO.NET hereby agrees to provide CUSTOMER services as set forth and signified in Exhibit A which is attached hereto and incorporated herein by this reference. SEMO.NET reserves the right to offer additional services (for-free or for-fee services) or substitute equivalent services at its discretion. CUSTOMER acknowledges that, by signing this agreement, SEMO.NET is authorized to investigate CUSTOMER'S credit and employment history. In addition, CUSTOMER authorizes SEMO.NET to answer questions third-parties may have concerning CUSTOMER'S credit record with SEMO.NET.

2. Service Period

This Agreement becomes effective when signed and accepted in writing by CUSTOMER and SEMO.NET ("Effective Date"). The Service Period will commence on the "Completion Date" and will continue in effect for the term as set forth and signified in Exhibit A and shall renew itself on a month to month basis until terminated by either party with at least 30 days notice to the then current date for termination. Month to month pricing will increase by a minimum of \$10 per month..

3. Fee Changes

SEMO.NET reserves the right to alter its fees by notifying CUSTOMER at least 60 days in advance of such changes in fees. However, any such adjustment which results in an overall increase of CUSTOMER'S fees, requires CUSTOMER'S consent. If said consent is not given, this agreement shall immediately terminate at no cost to either party pursuant to section 8 below.

4. Temporary Service Interruption

Once service is established, CUSTOMER agrees and understands that, while SEMO.NET will use every effort to avoid temporary service interruptions, such interruptions may occur from time to time as a result of

SEMO.NET's need to upgrade, repair, and maintain its equipment. Moreover, CUSTOMER agrees and understands temporary service interruptions may occur as a result of events totally beyond SEMO.NET'S control. Such events include, but are not necessarily limited to, power or telephone outages caused by wind, fire, earthquake, ice, or other catastrophic event, tower facilities being damaged, interruption of such services caused by individuals other than SEMO.NET, and interruption of SEMO.NET'S access to its backbone provider as a result of said provider's need to upgrade, maintain, or repair its own facilities. CUSTOMER hereby agrees that such temporary interruptions in service will not constitute cause to terminate this Agreement. For the purpose of this Agreement "Temporary Service Interruptions" shall mean full interruption of service (the inability to transmit data by any IP protocol) for less than 96 hours in duration. CUSTOMER personal equipment failure cannot qualify for "Temporary Service Interruptions." Degradation of bandwidth of less than 50% during peak time (7am - 11:59pm) does not constitute "Temporary Service Interruption."

5. SEMO.NET'S Rules and Regulations.

CUSTOMER hereby agrees to abide by any and all of SEMO.NET'S rules and regulations for accessing the services provided hereunder. CUSTOMER shall take reasonable steps to assure that all Users' abide by any and all of SEMO.NET'S rules and regulations for accessing the services provided hereunder. Said Rules and Regulations can be found clearly posted on SEMO.NET'S informational pages. Any breach of said rules and regulations shall be cause for immediate termination of services and shall be considered an act of default under this Agreement.

6. Payment of Charges

All charges owed by CUSTOMER to SEMO.NET under this Agreement shall be due upon invoice date. SEMO.NET will make a reasonable effort to make written or email notice setting forth such charges but failure of CUSTOMER to receive such notice does not alleviate responsibility of CUSTOMER to pay charges. CUSTOMER shall not have the right to offset any disputed amount by any undisputed amount owed to SEMO.NET by CUSTOMER.

Full payment must be received within seventeen (17) days or CUSTOMER is considered delinquent. If full payment is not received thirty (30) days after invoice date, CUSTOMER will be charged the greater of 1.5% balance due or a twenty five dollar (\$25.00) fee for services rendered during delinquency. At that time or any time following, SEMO.NET may suspend services to CUSTOMER and have "just cause" for termination of agreement. Once CUSTOMER'S account is in good standing, CUSTOMER will be charged a one-time re-connection fee of twenty five dollars (\$25.00).

CUSTOMER shall also be liable to SEMO.NET for the reasonable costs of collection incurred by SEMO.NET in collecting any payments owed by CUSTOMER under this Agreement, including reasonable attorneys' fees.

CUSTOMER payments are not subject to any refund unless, prior to installation, SEMO.NET deems service is not available to customer.

7. Taxes

Unless expressly set forth otherwise in an applicable written addendum between the parties, CUSTOMER shall bear the cost of any and all applicable federal, state, and local taxes incurred in connection with any services provided to CUSTOMER by SEMO.NET under this Agreement. If CUSTOMER is exempt from the payment of any tax it shall provide SEMO.NET with a valid certificate to that effect from the appropriate taxing authority.

8. Termination and Default.

Except for termination upon notice prior to renewal as set forth in section 2 above, or termination as a result of rate increases as set forth in section 3 above, the parties hereby agree this Agreement may be terminated only for just cause as that term is defined below. Other than termination for cause, and subject to the provisions concerning temporary service interruption set forth above in section 4, SEMO.NET agrees to provide CUSTOMER with services (section 1 above) for the full term of this Agreement. Similarly, CUSTOMER hereby agrees to be bound by the terms of this Agreement for the full term hereof and, in the absence of just cause, CUSTOMER agrees CUSTOMER may not terminate this

Agreement. As used in this paragraph with regard to SEMO.NET, "just cause" means CUSTOMER'S failure to pay for services as required under this Agreement, CUSTOMER'S failure to abide by SEMO.NET'S rules and regulations, or CUSTOMER'S breach of any federal, state, or local law, ordinance, or regulation concerning the use of on-line computer services. CUSTOMER hereby agrees and acknowledges that SEMO.NET'S policies with regard to termination have been explained to CUSTOMER and that services may be terminated for cause without further notice except as may be provided pursuant to SEMO.NET'S policies, rules, and regulations. As used in this paragraph with regard to the CUSTOMER, "just cause" shall mean the failure of the SEMO.NET to provide services outside the definition of "Temporary Service Interruption" as defined in section 4.

In the event SEMO.NET terminates this Agreement for cause, CUSTOMER shall be liable for three-fourths (3/4) of all monthly fees required by this Agreement, said amounts to be paid in a single lump sum immediately following such termination. By way of example, but not limitation, a CUSTOMER who agrees to twenty-four (24) months of service but terminates the contract without just cause after five (5) months shall pay, in a single lump sum, an amount equivalent to three-fourths (3/4) of the total of seven (7) monthly payments. In the event of a default by SEMO.NET, CUSTOMER shall be released from any and all liability for the remaining term of this Agreement. However, written notice of said termination shall be provided to SEMO.NET no later than 31 days following the event or events resulting in SEMO.NET'S default and shall describe said events with sufficient clarity for SEMO.NET to identify the cause of said default.

9. Equipment Ownership and Right of Entry.

If CUSTOMER has requested fixed wireless broadband service, then by signing this Agreement, CUSTOMER expressly acknowledges the antennas and other equipment necessary to provide Internet service must be physically attached to CUSTOMER'S home, business or other premises by SEMO.NET. Any and all such equipment remains the exclusive property of SEMO.NET. CUSTOMER also acknowledges that SEMO.NET may add additional equipment at any time to repeat (or relay) the Internet Service to other users in the area.

Nothing herein shall be construed to give CUSTOMER any ownership, lease, or license rights to the equipment beyond the ability to use the same while this Agreement is in full force and effect. As a result, and in addition to the preceding provisions concerning default, upon the termination of this Agreement either by notice or default, CUSTOMER shall immediately cease such use and arrange to have any such equipment surrendered to SEMO.NET.

CUSTOMER agrees to keep SEMO.NET equipment powered and SEMO.NET retains the right to repeat (or relay) service for up to 12 months from said termination or default. Failure to continue providing power to SEMO.NET equipment will result in an additional \$150 penalty charged to CUSTOMER.

SEMO.NET is authorized to use peaceful means to recover equipment including, but not limited to, removing equipment from exterior without CUSTOMER being present, entering CUSTOMER'S premises in CUSTOMER'S presence, or that of CUSTOMER'S agent, to remove and recover interior equipment. By signing this agreement, CUSTOMER expressly acknowledges SEMO.NET'S rights to the equipment, including the right to enter CUSTOMER'S premises. CUSTOMER also hereby waives and releases SEMO.NET from liability for any damages to CUSTOMER'S premises which may result from the removal of equipment. *The provisions of this section 9 apply only to equipment necessary to provide Internet services to CUSTOMER'S premises, and shall not apply to any networking equipment which CUSTOMER may acquire and which SEMO.NET may install contemporaneously herewith or otherwise including, but not necessarily limited to, firewalls, routers, hubs, and switches.*

10. Remedies are Cumulative and Non-Exclusive.

The remedies provided to the parties in the event of default are cumulative and no one of them shall be deemed exclusive of the others or of any other such rights, powers, remedies, options, or elections which now exist, or which may hereafter be available, in law or in equity.

11. NO WARRANTIES

UNLESS EXPRESSLY SET FORTH OTHERWISE IN AN APPLICABLE WRITTEN ADDENDUM BETWEEN THE PARTIES, THE SERVICES AND ANY GOODS PROVIDED BY SEMO.NET UNDER THIS

AGREEMENT ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Acknowledgment and Acceptance of Risks

The Internet is a separate worldwide network of computers beyond the control of SEMO.NET, and SEMO.NET does not own, operate, or manage the Internet. There are a number of inherent risks associated with Internet use, including, but not limited to, the risk that CUSTOMER will be exposed to computer viruses, obscene or objectionable language or images, and false or misleading information. CUSTOMER also understands and acknowledges that (a) communications on the Internet may not be secure and may be subject to interception, distortion, or loss; (b) certain material available on the Internet is copyrighted and may have been distributed in violation of applicable copyright laws; and (c) CUSTOMER, not SEMO.NET, is responsible for determining the legal status of intellectual property or other images, text, and data transmitted over the Internet.

13. Limitation of Damages

SEMO.NET shall not be liable for any claims or damages relating to the content or quality of any Internet transmissions or anything else beyond SEMO.NET'S control, including, but not limited to, computer viruses, obscene or objectionable language or images, lost data, or network outages or inaccessibility. Furthermore, SEMO.NET shall have no liability for any claims or damages in excess of no more than twelve times the current monthly billing rate paid by CUSTOMER to SEMO.NET (exclusive of any interest). In no event shall SEMO.NET be liable for any consequential, special, or punitive damages.

14. Indemnification

SEMO.NET shall indemnify, hold harmless, and defend CUSTOMER from and against any and all costs, claims, suits, liabilities, damages, or expenses of any kind whatsoever from and against any claim or demand asserted by a third party that any services provided by SEMO.NET to CUSTOMER under this Agreement infringe on any United States copyright, patent, trademark, or other intellectual property right.

CUSTOMER shall indemnify, hold harmless, and defend SEMO.NET from and against any and all costs, claims, suits, liabilities, damages, or expenses of any kind whatsoever caused by CUSTOMER'S action or omission in connection with any claim or demand asserted by a third party in connection with any services provided by SEMO.NET to CUSTOMER under this Agreement.

The indemnification obligations contained in this are contingent upon the party seeking indemnification providing the indemnifying party with the following: (i) prompt written notice of the claim, (ii) all documents and other information within its control reasonably necessary for the indemnifying party to conduct a defense of the claim, (iii) sole control of the defense and settlement of the claim.

15. Agreement Binding on Successors.

This Agreement shall be binding upon the parties, their heirs, representatives, legatees, successors, and assigns.

16. Entire Agreement and Modification.

This Agreement constitutes the entire agreement between the parties. Both SEMO.NET and CUSTOMER acknowledge there are no other agreements or understandings, whether verbal or in writing, which supplement, amend, modify, or otherwise effect the terms of this Agreement. Moreover, the parties agree that this Agreement may not be modified unless such modifications are placed in writing, signed by the parties hereto, and attached to this Agreement.

17. Choice of Law, Severability, and Venue.

Any issue with regard to the interpretation, meaning, and enforceability of this Agreement shall be construed according to the laws of the State of Missouri as it now exists, or may hereafter be amended. The parties hereto shall, at all times, comply with all local, state, and federal laws and regulations relating to the performance of this Agreement. In the event it is determined any terms of this Agreement violate any of the aforementioned laws and regulations, the other terms hereof shall remain in full force and effect unless and until declared invalid by a court of competent jurisdiction. It is agreed by the parties that any action at law or equity to enforce or construe this Agreement, or which is brought with regard to the alleged breach hereof, shall be instituted only in the Circuit Court of Butler County, State of Missouri.

IN WITNESS WHEREOF the parties have entered into this Agreement on the Effective Date written below.

Effective Date

CUSTOMER Name (Individual or Company)

SSN or Fed ID

Service Address

Billing Address

Phone number

Email Address

GPS Location of Service Address (if available)

Signature

SEMO.NET Agent Name & Title

Signature

EXHIBIT A -- INITIAL ALL LINES

Fee*	256k Internet Service	Term (months)	Initials
\$399.00	Due on Build Date [†]		_____
\$299.00	Due on Completion Date		_____
\$0.00	Monthly Charge during first 12 months of term	1-12	_____
\$33.95	Monthly Charge during second 12 months of term	13-24	_____
Total Service Fee charged for 256k Internet service during entire term of 24 months for this of agreement - \$1105.40*			_____
Additional bandwidth is subject to availability and will be billed on a monthly basis at the current rates. These rates are currently \$10/month for upgrade to 512k and \$20/month for upgrade to 1024k (1meg).			

* Price includes taxes and tariffs which can be subject to change with notice from AT&T and Poplar Bluff Internet, Inc.

[†] Build Date is defined on page one of contract as the date on which SEMO.NET begins building a network to provide service to CUSTOMER. If network is already available in CUSTOMER'S SERVICE AREA, Build Date is synonymous with (or concurrent to) Effective Date.