



## Broadband Facilities Construction Terms of Service

THIS BROADBAND FACILITIES CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into between Alliance Communications Cooperative, Inc., a South Dakota corporation ("Alliance"), and ("Customer"), an individual of rural Turner or Lincoln County, South Dakota.

### RECITALS

WHEREAS, Customer is the owner of the residence located at ("Address"), in rural Turner or Lincoln, South Dakota (the "Property");

WHEREAS, Alliance intends to construct, install, maintain, and operate communications equipment and facilities in the vicinity of the Property, which equipment and facilities will be capable of providing broadband Internet services to the Property; and

WHEREAS, Customer desires to induce Alliance to construct communications equipment and facilities capable of providing broadband Internet service to the Property by executing this Agreement and agreeing to abide by the terms and conditions set forth herein, and Alliance desires to construct and install such communications equipment and facilities in accordance with the terms set forth herein.

NOW THEREFORE, in consideration of the mutual representations, warranties, and covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Construction and Installation of Facilities. Subject to Customer's compliance with this Agreement, Alliance agrees to construct and install communications facilities and equipment on the Property capable of providing broadband Internet services to such Property. The construction and installation will include burying fiber optic cable to a single structure on the Property and the installation of terminating equipment. A site visit might be required to discuss where the fiber-optic cable should be buried and how the service will be delivered.
2. Timing of Construction. Construction will depend on the number of interested locations in the area, weather, seasonal changes, availability of fiber-optic cabling, and availability of construction crews. Actual construction timelines and estimates will be shared with those who are interested before the project starts. The parties acknowledge and agree that such construction and installation may be delayed by factors beyond the control of Alliance such as weather conditions and the availability of construction crews and fiber optic cable.

*All yours.*



3. Consideration by Customer. In consideration of the willingness of Alliance to construct and install such communications equipment and facilities, Customer agrees that a construction fee might be charged depending on the service location. Alliance is waiving the standard construction fee, which includes burying a fiber-optic line to your primary home or your primary business. Alliance charges a \$35 installation fee, which includes installing services inside of your primary home or primary business. There might be additional costs if you have requests beyond standard construction and/or installation. Any fee will be properly explained to the Customer before service and construction starts. No construction or service will initiate without the Customer's authorization of all fees and charges.

4. Grant of Easement. As additional consideration for the willingness of Alliance to construct and install such communications equipment and facilities, Customer grants Alliance a perpetual easement in the Property for purposes of constructing, installing, maintaining, and operating communications facilities and equipment. Such easement includes the right of ingress and egress to and from the Property. This easement is perpetual, touches and concerns the Property, runs with the land and is binding upon Customer's successors, heirs, and assigns.

5. Communicating with the Customer. Customer gives Alliance permission to contact them at their contact information including but not limited to, mail, email, text messaging, phone calls or in person. Any contact will be related to the services Alliance has to offer or could offer at this location, and this information will not be shared with any third party for the use of marketing, sales, or promoting anything other than Alliance branded or co-branded products or services.

6. Services Provided. (a) Nothing contained herein shall obligate Customer to subscribe to Alliance's broadband Internet services or other products and services. Such determination shall be made in the sole discretion of Customer. Customer acknowledges Customer will be obligated to pay a monthly subscription fee for any such services the Customer elects to receive.

(b) Customer acknowledges and agrees that at present, Alliance only intends to offer broadband Internet and landline phone services to Property by way of the communications facilities and equipment installed pursuant to this Agreement. In the future, Alliance may, in its sole discretion, elect to offer additional services including, without limitation, cable television services by way of such facilities and equipment.

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes herein contained as of the date first written above.

*All yours.*