

**BASIC HOME PHONE W/SUPERFAST INTERNET, ENHANCED HOME PHONE W/HIGH SPEED INTERNET, and STAND ALONE HIGH SPEED INTERNET (Prior to January 2006)
TERMS AND CONDITIONS**

1. **General** The Terms and Conditions of the Order Form and Master Terms and Conditions along with Page 1 (One) of this document between "Customer" and Rural Communications, Inc. ("RURAL COMMUNICATIONS"), sets forth the mutual understandings and agreements relating to the provision of RURAL COMMUNICATIONS products and services to Customer. This Agreement between Customer and RURAL COMMUNICATIONS shall consist of the specific terms set forth herein and the following Attachment, (1) Service Level Agreement, Additional Rates and Charges. Through this agreement High Speed Internet will be abbreviated as "HSI". The Master Terms and Conditions and a Copy of this Agreement can be found at www.ruralcommunications.net.
2. **Customer Support.** Customer may reach RURAL COMMUNICATIONS Operations Center Monday thru Friday, 8am to 5 pm. (excluding Holidays) at (269)273-4148 or (800)998-4224. RURAL COMMUNICATIONS will monitor for any component or system failure at its Network Operations Center and will contact Customer for corrective action. In the event it is determined that Antenna, Cable, Lightning Arrestor or Customer Premise Equipment (CPE) needs repaired or replaced within first 30 days of installation RURAL COMMUNICATIONS will replace or repair at it's sole option. After 30 days customer is responsible for charges.
3. **Installation.** All installations are to the Wireless Modem. Wireless Modem is to be installed within 20 feet of where cable enters premise. Extending Wireless Modem past 20 feet will be billed at an additional cost to customer.. After order is placed, conditions may exist that prevent the installation of HSI into a customer's location due to adverse infrastructure conditions or other conditions beyond the reasonable control of RURAL COMMUNICATIONS. RURAL COMMUNICATIONS may propose and evaluate alternative access strategies to achieve reliable connectivity, each of which shall be subject to approval by Customer within 7 days of notification by RURAL COMMUNICATIONS. After 7 days order will be CANCELLED. If any additional or unusual monthly or nonrecurring charges are reasonably anticipated with implementation of the alternative access strategies, RURAL COMMUNICATIONS will inform Customer of any estimate of those costs prior to installation. If Customer decides to cancel HSI service due to the cost of alternative access strategies order shall immediately be CANCELLED. There may be instances where Customer, due to building maintenance exclusivity rights is responsible for performing all electrical or wiring work at their location. Should this situation arise, Customer is responsible for ensuring inside wiring at their location is complete prior to RURAL COMMUNICATIONS performing the installation for the Product. RURAL COMMUNICATIONS will install wiring up to the local telephone company termination point, but Customer will be responsible for any further wiring installation subject to building exclusivity issues.
4. **Product Acceptance.** While at customer premise, service technician will perform the following tests using RURAL COMMUNICATIONS Equipment; transmission speed for upload and download, web browsing by choosing 3 web sites of the customer's choosing, and the sending and receiving of e-mail. These tests will be performed in front of customer as acceptance of service. Customer will complete a Validation Form and send to RURALCOMMUNICATIONS confirming the speeds, web browsing and e-mail, as additional acknowledgement of work order. If the installed transmission speeds are not at least equivalent to those asserted in the RURAL COMMUNICATIONS Order Form or Automatic Downgrade, customer may decline service at the completion of the installation process. If Customer decides to cancel, Customer will incur no charge for installation, the equipment associated with such installation shall be immediately returned to RURAL COMMUNICATIONS, and no payments shall be due to RURAL COMMUNICATIONS in connection with such cancelled installation.
Customer Approval: _____
5. **Credit, Term; Early Termination Charges.** This Agreement lasts for the term selected by Customer. After completion of that term and each anniversary, the agreement will renew at the same term as original agreement unless customer provides 30 day prior written notice. If Customer ends the RURAL COMMUNICATIONS service for any reason (except as expressly permitted in this Agreement) before the end of the term selected, Customer will be charged for an early termination fee equal to:
 - Residential User:
 - o \$200.00 for BASIC HOME PHONE W/SUPERFAST INTERNET, plus chargeback of any promotions given at time of sale
 - o \$400.00 for ENHANCED HOME PHONE W/HIGH SPEED INTERNET, plus chargeback of any promotions given at time of sale
 - o \$300.00 for STAND-ALONE HIGH SPEED WISELESS, plus chargeback of nay promotions given at time of salefor each remaining month in the initial or renewal term.. Notwithstanding the termination of this Agreement, the provisions set forth in Paragraph 7, 8, 9 and 10 of this Agreement will continue to govern Customer's and RURAL COMMUNICATIONS conduct after the end of this Agreement.
6. **Obstructions to Service.** Customer is responsible for keeping all post installation obstructions such as tree branches, shrubs, baby monitors, wireless phones, snow, flat panel monitors and temporary buildings from blocking or interfering with the RURAL COMMUNICATIONS wireless modem or antenna. Wireless modem should be kept a minimum of 5 feet from any electronic device. Service calls to correct a problem based on such interference will be billed to customer.
Customer Approval: _____
7. **VOICE SERVICES.** The following Terms and Conditions apply to the VOICE SERVICES provided as part of the following packages:

*Basic Home Phone w/ Superfast Internet, *Enhanced Home Phone w/High Speed Internet

Service includes existing customer local line and 400 Free Local Calls. New lines or additional lines billed as new installation. All Features are purchased separately. Local Long Distance and Domestic Long Distance and any other usage services with the exception of the 400 Free local calls will be billed at standard rates. Local Calls over 400 will be billed at 7.6 cents per call.

All outbound calls to numbers inside the State of Michigan including local long distance (local toll), as well as all State to State calls to all locations within the contiguous 48 States, are billed at the rate specified in the Customer Agreement. Rates are valid 24 hours a day, 7 days a week.

RURAL COMMUNICATIONS rates for calls to or from Alaska, Hawaii, Puerto Rico or the U.S. Virgin Islands, as well as, calls to all International locations will be billed at RURAL COMMUNICATIONS Standard Rates. For current pricing contact RURAL COMMUNICATIONS directly.

When Local and Long Distance Services are chosen, Customer agrees to select RURAL COMMUNICATIONS as their Local Service provider, IntraLata provider, IntraState/ InterState provider, and International long distance service provider.

All RURAL COMMUNICATIONS Services including FCC mandated and PSC mandated charges, federal, state, local taxes, Primary Inter-exchange Carrier Charge (PIC/PICC) charges, and Payphone and Local Number Portability surcharges will be invoiced using an Online Statement, Paper Invoice mailed via US Mail, or PDF E-Mail Statement sent by RURAL COMMUNICATIONS unless otherwise agreed to in writing. It is Customers responsibility to review their invoice and make timely payment.

All Toll Free inbound calls from the State of Michigan and calls from any of the contiguous states will be billed at the rates specified in the Customer Agreement. Rates are valid 24 hours a day, 7 days a week. RURAL COMMUNICATIONS will perform RESP ORG. at no charge.

All Long distance and Toll Free calls are billed in 6-second increments, after an initial 18-second minimum-billed period.

Residential customers will be charged a new line activation fee of \$54.00, if applicable.

If Customer has a Verizon and/or SBC agreement in effect at time of execution of any RURAL COMMUNICATIONS Agreement, any and all Verizon and/or SBC agreements shall remain with Customer and RURAL COMMUNICATIONS assumes no responsibility for any such agreements.

Taxes and Pass Thru Charges not included package and billed as separate line items.

If at anytime these Terms and Conditions conflict with the Master Terms and Conditions, the Master Terms and Conditions will prevail.

Customer Name:	_____	_____
		Authorized Signature
Street Address 1:	_____	
Street Address 2:	_____	_____
		Printed Name / Title
City:	_____	
State and Zip	_____	_____
		Date

SERVICE AGREEMENT SUMMARY

Service Level Conditions for Residential and Bronze Packages:

Customer is solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Service and to operate your computer. You understand that Internet bandwidth is provided on a per-customer basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number, types and configuration of computers or devices using the Service and the type of use (e.g., streaming media or downloading larger files, etc.) and/or network or Internet congestion, among other factors.

All Services are provided on an AS IS basis and throughput speeds, access to Web Sites and availability of your Service are not guaranteed. Best Effort will be given to supply the targeted speeds for the purchased grade of service. In addition, this package is intended to provide Internet service for a single device.

RURAL COMMUNICATIONS or its suppliers may, at any time, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities and to maintain session control.

In the event of a network failure, RURAL COMMUNICATIONS will make every attempt to restore service in a timely manner.

Customer Approves Service Agreement: _____ *Customer Declines Service Agreement:* _____

ADDITIONAL FEE AND CHARGES SCHEDULE

Additional On Site Wiring (Hourly)	\$99
On Site Visit No-Show/Late Cancellation	\$100
Phone Support Charge (Non Rural Communications Problem)	\$25 per ½ hour
On-Site Repair during Warranty (Replace CPE/IW)	\$49 per hour
On-Site Repair out of Warranty (Replace CPE/IW)	\$99 per hour plus equipment fees
Customer Relocation of Antenna, Cable and Modem	\$300
Wireless Maintenance Plan (WMP)	\$9.95 per month
(Includes Antenna, Cable, Lightning Arrestor, and Modem repair and/or replacement at RURAL COMMUNICATIONS option at no cost to customer. Customer must have WMP 30 days prior to incident and customer cannot have damage equipment due to customer Negligence)	