

SUPERFAST AND HIGH SPEED PREDICT-A-BILL 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, the agreement will renew at each anniversary 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 SUPERFAST PREDICTABLE, plus chargeback of any promotions given at time of sale
 - o \$400.00 for HIGH SPEED PREDICTABLE, plus chargeback of any promotions given at time of sale

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:

- SuperFast Predictabill
- High Speed Predictabill

If at anytime the Master Terms and Conditions conflict with the Product Terms and Conditions the Master Terms and Conditions will govern.

If it is determined that usage is not consistent with residential voice and Internet application, such as Home Office, extensive Internet access services, commercial facsimile or auto-dialing, telemarketing or other non-standard uses; RURAL COMMUNICATIONS may immediately suspend, restrict or cancel the customer's service without prior notice and assess an additional \$75.00 monthly recurring charge for each month in which such usage occurred. Any usage (Local, Local Long Distance (Toll), Instate, and Domestic Long Distance) in excess of 2,000 minutes per month shall be presumed to be not consistent with residential voice and Internet applications and shall be subject to an additional charge of \$.05 per minute.

2,000 minutes of use do not include calls outside the 48 contiguous states, Canada, Mexico, International, Operator Assisted, Directory Assisted, Collect or other calls outside Local, Local Long Distance (Toll), Domestic inside the 48 contiguous states.

New lines or additional lines billed as new installation. Unlimited offering is only available for 1 line per account. Additional line will be subject standard per minute and per call pricing.

_____	_____
_____	_____
_____	_____
_____	_____

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)	

RESERVED FOR PROMOTION PAGE IF APPLICABLE

Customer Initials: _____