

Rural Communications Residential Terms of Service for  
RC Connect Family of Products Including Stand Alone  
Internet Services

This is your subscriber agreement ("Agreement"). It sets forth the terms and conditions under which residential customers ("Customer(s)," "you," "your") will be provided RC Connect Products and services including Stand Alone High Speed Internet ("Services") and, if necessary, devices used in connection with the Services, including but not limited to the "RC Equipment" as defined below.

WHEN YOU ENROLL IN, USE, OR PAY FOR THE SERVICES, YOU AGREE TO THE PRICES, TERMS, AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THE PRICING OR TO ANY TERMS OR CONDITIONS, CANCEL THE SERVICES IMMEDIATELY BY CALLING US ON OUR CUSTOMER SERVICE LINE DURING NORMAL BUSINESS HOURS. ANY MOVE, ADD, OR CHANGE AFTER INSTALLATION WILL RESULT IN A RENEWAL OF CURRENT TERMS AND CONDITIONS FOR A NEW TERM STARTING AT THE DATE OF MOVE, ADD, OR CHANGE. ONCE INITIAL TERM IS COMPLETED, AGREEMENT WILL RENEW AT ORIGINAL TERM LENGTH UNLESS CUSTOMER PROVIDES 30 DAYS PRIOR WRITTEN NOTICE TO RC.

1. NATURE OF THE SERVICES

a. Voice

The Services convert voice communications into Internet protocol ("IP") for two-way calling and provide a range of other related features and functionalities Long Distance. Customer subscribing to RC Connect Products cannot choose an alternative long distance provider other than RC. Voice communications Quality of Service (QOS) can be affected by bandwidth intensive downloads/uploads.

b. Stand Alone High Speed Internet

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 and/or Internet congestion. All Services are provided on an AS IS basis and throughput speeds, access to Web Sites and availability of your Service are not guaranteed.

For more information about pricing for the Services in the RC Connect Products and High Speed Internet services Pricing List(s) ("Pricing Lists"), click below:

[RC Facilities Based Telephone Service Pricing Sheet  
http://www.ruralcommunications.net/voice\\_residential.asp](http://www.ruralcommunications.net/voice_residential.asp)

THIS AGREEMENT INCORPORATES BY REFERENCE THE PRICING INCLUDED IN THE PRICING LISTS.

2. CUSTOMER EQUIPMENT, RC EQUIPMENT, AND RC'S ACCESS TO CUSTOMER'S PREMISES, INSTALLATIONS, PRODUCT ACCEPTANCE

"Customer Equipment" That You Must Provide:

Handset and Wiring: In order to use the Services, you are required to provide certain equipment such as a phone handset or equivalent, phone inside wire and outlets, and a powered electrical outlet. We RECOMMEND you have a backup UPS. You may wish to provide a cordless phone if you live in an apartment or a similar multi-tenant dwelling. If we cannot get access to your inside phone wiring, you will need a cordless phone to use our Services throughout your dwelling.

"RC Equipment" That We Provide:

Ownership: "RC Equipment" shall mean all equipment, such as Antenna, Cable, Lightning Arrestor, Modem, Switch, Integrated Access Device (IAD), and when elected Emergency Power Supply, that is owned and provided by RC. RC Equipment will at all times remain the property of RC or its designee.

a. Equipment Maintenance: RC is responsible for faulty RC Equipment for the initial 30 days after customer acceptance. Within the first 30 days RC at its sole option will replace or repair customer equipment. After the first 30 days, customer is responsible for maintenance of customer equipment. At RC's sole discretion, if RC determines damage caused by a lightning strike, RC Wireless Equipment will be replaced at the cost of \$150.

Your Responsibility for RC Equipment: You acknowledge that RC Equipment is merely a means for RC to provide you the Services and that we may remove or change it at our discretion. You agree not to use RC Equipment for any purpose other than to use the Services in accordance with this Agreement. You agree that you will not allow the RC Equipment to be serviced by anyone other than RC employees or agents. You agree not to sell, transfer, lease, encumber, or assign all or any part of the RC Equipment to any third party. If any RC Equipment or part thereof is lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned, you agree to pay RC the full manufacturer's suggested retail price for its replacement, together with any incidental costs that we incur relating to its replacement.

b. Non-recommended Configurations: Are configurations other than those recommended configurations listed below which are the minimum specifications recommended by Rural Communications. Unless otherwise noted, they have been tested and are known to work with our Internet and Telephony solutions.

- PC: Pentium III 500MHz; 128MB RAM; 500MB free hard disk space; 3D capable video card; 10/100 network card; Windows 98 2nd Edition or later.
- Apple: PowerPC; 128MB RAM; 500MB free hard disk space; 10/100 network card; Mac OS 8.1 or later.

Rural Communications recommends that all customers with any form of broadband connection, including our wireless service, use some form of firewall connection. If the firewall is hardware based it must support a 10Mb connection in either HALF or FULL DUPLEX mode.

c. Relocation:

Relocation: You will not relocate RC Equipment. At your request, we may relocate the RC Equipment within the Premises for an additional charge, at a time agreeable to you and to RC. If you change residences, you must contact RC for information on whether the RC Equipment and Services can be transferred to your new residence and what the relocation will cost. If you wish to disconnect the Services, you must contact RC for information on the necessary procedures and cost.

d. RC's Access to Customer's Premises:

Access: From time to time, RC may need to enter the premises at which you will use the Services ("Premises") in order to install, maintain, inspect, repair, and remove the RC Equipment. Accordingly, you authorize RC and its employees, agents, contractors, and representatives to enter the Premises as necessary, at a time agreeable to you and us.

Authorization for Access: You warrant either that you are the owner of the Premises, or if you are a tenant, that you have the authority to afford us access to the Premises. If you are not the owner of the Premises, you agree to supply us, if we ask, the owner's name and address, evidence that the owner has authorized you to grant access to the Premises, and/or written consent from the owner. 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 RC performing the installation for the Product. RC 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.

e. Standard Installations:

Installation: All installations are from the RC Equipment to the first available Jack provided that the internal wiring and other customer equipment provides for a clear loop that doesn't cause quality issues with RC Dial Tone and that phone jack is within 25 ft of RC Equipment. In the event, RC cannot get a clear loop, RC IAD will become Standard Installation. Standard installation does not guarantee that all phone jacks in premise will work as previous to RC installation. RC Equipment is to be installed within 20 feet of where cable enters premise. Extending past 20 feet will be billed at an additional cost to customer. After order is placed, conditions may exist that prevent the installation of Customer Equipment into a customer's location due to adverse infrastructure conditions or other conditions beyond the reasonable control of RC. RC may propose alternative entry and cost in writing to achieve reliable connectivity, which shall be subject to approval by Customer while technician is on site. In the event customer refuses alternative entry, order will be CANCELLED.

f. Non Standard Installations:

Installation: Non Standard Installation would be defined under the following circumstances:

- Customer internal wiring and/or customer equipment interferes with quality of RC Dial Tone in first available jack. Standard Installation will be the RC IAD.
- Customer wants all phones in premise to work off RC Dial Tone and internal wiring doesn't permit
- Customer doesn't have first available phone jack within 25 ft of RC Equipment
- Customer exterior prohibits reasonable installation, i.e. concrete surface, metal roof
- TV Tower or TV antenna

g. PRODUCT ACCEPTANCE

Acceptance: While at customer premise, service technician will perform the following tests using RC Equipment; transmission speed for upload and download, web browsing by choosing 3 web sites of the customer's choosing, the sending and receiving of e-mail, incoming test call and outbound test calls from first available phone jack as specified in Para (e). These tests will be performed in front of customer as acceptance of service. Customer will complete a Validation Form and send to RC 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 RC Order Form customer will automatically be downgraded to the next lowest package. **If customer is**

**a Wireless install and/or signal quality is not acceptable for voice transmission yet is sufficient for High Speed Internet, customer will automatically be downgraded to Stand Alone High Speed and current promotions and install charges will apply.** If RC cannot provide service customer will incur no charge for installation, the equipment associated with such installation shall be immediately returned to RC, and no payments shall be due to RC in connection with such cancelled installation.

h. OBSTRUCTION TO SERVICE

Obstruction: 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.

3. LIMITATIONS OF 911/E911 DIALING

Limitations: The Services include 911/Enhanced 911 dialing ("911/E911") that may differ from the 911 or Enhanced 911 dialing furnished by other providers. As such, it may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911. YOU AGREE TO ADVISE ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES OF THESE LIMITATIONS.

Correct Address: For 911/E911 to work in accordance with our specifications, RC must have a correct service address for the location of your RC EQUIPMENT. If you do not provide the correct address when you register for the Services or if you relocate your RC EQUIPMENT to a new address and do not register the new address with RC, 911/E911 may fail in two ways: (i) 911/E911 calls may be misdirected to the wrong emergency authorities, and (ii) emergency authorities will be given the wrong address for the origin of your E911 calls. If you wish to relocate the RC EQUIPMENT and continue to use the Services including 911/E911, you must comply with sections 2.c and 8.d, seek authorization for the Services at your new service address (if available), and update your service address with us.

Service Interruptions: 911/E911 may not function if the Services are interrupted for any reason, including but not limited to failure of your RC EQUIPMENT, incorrect configuration of your RC EQUIPMENT, a power outage, failure of our network or facilities, or suspension or disconnection of your services because of nonpayment.

LIABILITY: YOU ACKNOWLEDGE AND UNDERSTAND THAT RC WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL DUE TO THE 911/E911 FEATURE OR LIMITATIONS SET FORTH IN THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

4. SERVICE INTERRUPTIONS CAUSED BY POWER FAILURES

You expressly acknowledge that you may lose access to and use of the Services, including 911/E911, under certain circumstances, including but not limited to the following: (i) if our network or facilities is not operating, (ii) if electrical power to the RC EQUIPMENT is interrupted and the RC EQUIPMENT does not have a battery backup, and (iii) if the electrical power to the RC EQUIPMENT is interrupted and its battery backup fails. You also understand and acknowledge that battery backup may provide power for only a limited time, that the performance of the battery backup is not guaranteed, and that if the battery is exhausted, the Services will not function until normal power is restored. You acknowledge and understand that your RC EQUIPMENT may not have battery backup or another power source of its own.

5. INCOMPATIBILITY OF THE SERVICES WITH CERTAIN EQUIPMENT, SERVICES, AND ACTIVITIES

a. Incompatible Equipment and Services:

You acknowledge and understand that the Services may not support or be compatible with:

- Non-Recommended Configurations as defined in Section 2.b (including but not limited to RC EQUIPMENT not currently certified by RC as compatible with the Services);
- Certain non-voice communications equipment, including but not limited to alarm or home security systems that make automatic phone calls; medical monitoring devices; certain fax machines; and certain "dial-up modems";
- Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications

equipment such as answering machines and traditional Caller ID units;

- 900 mhz portable phones when provided by Wireless Loop
- Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- 311, 511 or other x11 calling (other than 411, 611, 711, and 911); and
- Other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling and outbound satellite calling).

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST RC FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE RC EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH SECTION 10.B.

b. You Assume the Risk of High-Risk Activities:

As further discussed in Section 12.a, the Services are not represented as fail-safe. They are not designed for use in situations where error-free or uninterrupted service is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment.

6. BILLING, DEPOSIT AND PAYMENT

a. Charges, RC Surcharges, and Taxes That You Must Pay:

Charges: You agree to pay all charges associated with the Services. These charges may include but not be limited to installation charges, monthly service charges, charges for the use of RC Equipment, charges for service calls, other charges including RC Surcharges, reimbursement for equipment not returned to RC. The current applicable schedules of charges and fees are included in the Pricing Lists.

Taxes: You agree to pay any and all applicable federal, state, and local taxes (however designated) levied upon us and our affiliates in connection with the sale, installation, use, or provision of the Services. You will not be charged for taxes on our or our affiliates' net income.

Other Government Costs and Fees: RC reserves the right to invoice you for any fees or payment obligations in connection with the Services imposed on us and our affiliates by an order, rule, or regulation of a regulatory

body or a court of competent jurisdiction. We also reserve the right to invoice you to recover amounts that we and our affiliates are required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including but not limited to universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, and the like. Please refer to the Pricing Lists for additional details.

Notification of Changes: We may change the fees and charges for the Services from time to time at our discretion; specifically, we may decrease fees and charges with or without advance Notice (as defined in Section 14.b), and we may increase fees and charges for the Services after we post them as part of the Pricing Lists. Taxes may be changed with or without Notice. You will also be responsible to pay any fees, payment obligations, and taxes that become applicable retroactively.

b. Per-Call and Measured-Call Charges:

Call types will be charged on a per-call with exception of Local Calls for residential services. These per call types are 1 + and 0+ calls such as Intra-Lata, Inter-Lata, Interstate, Off Shore (e.g., operator services) or a measured basis (e.g., international calls). For billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. However, some providers (e.g., those involved in calls to foreign countries) charge RC, its affiliates or suppliers for a completed call when the called party's line rings or after a certain number of rings. In these situations, RC will charge for the call as if it were answered by the called party. Consult the Pricing Lists for information on per call charges and the timing of measured-call charges.

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.

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.

c. Rounding of Fractional Charges:

If the computed charge for a measured call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

d. Third-Party Charges That Are Your Responsibility:

The Services may allow you to access "dial-up" Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

e. How We Will Bill You:

We generally bill monthly for service charges, equipment charges, and other recurring fees. You will be billed for installation and other one-time charges, measured and per call charges, and for all other charges, according to our then current billing policies. If you make partial payment of any invoice you must specify where payment is to be applied; otherwise, we will apply that payment to the outstanding charges in the amounts and proportions that we determine. However, if we accept any partial payment from you, we do not waive our rights subsequently to collect the full balance owed to us.

f. "Billing Commencement Date":

The fees and charges for the Services begin to accrue on the Billing Commencement Date. When RC installs your RC

EQUIPMENT, the Billing Commencement Date is the day of installation for the portion of service that is working at time of installation. Customers who choose a new telephone number from RC will have both the High Speed Internet Service and Telephone Service installed at the same-time. Customers who choose to keep their existing ILEC Telephone number will have billing commencement start for High Speed Internet commence at time of installation and the telephone service portion start at the confirmation of the Local Number Portability (LNP), the date that the customers existing telephone number is converted to and ringing on the RC Facilities.

**g. Payment by Credit Card:**

If we make available payment by credit card and you provide a credit card number to us, you thereby authorize us to charge that credit card for all amounts payable by you to RC as specified in this Agreement. You also authorize us to continue such charges until you have paid all charges under this Agreement. You agree to inform us immediately of any change in credit card information (including but not limited to a change in expiration date). Your use of the credit card to pay for the Services is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as a cardholder. If RC does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand by us.

**h. Our Remedies If You Pay Late or Fail to Pay:**

**Late or Non-Payments:** You agree to pay RC all fees or charges for the Services, including any late fees and related fees, charges, and assessments due to late payments or non-payments. You may be charged such fees, charges, and assessments (i) if for any reason RC does not receive from you any required payment for the Services by the date on which the payment is due; (ii) if you pay less than the full amount due for the Services; or (iii) if RC provides you more than one product or service and you pay less than the full amount due for any or all of them. In such circumstances, may also disconnect any or all RC and RC affiliated products and services. Before disconnected Services are reconnected, you may be required to pay a reconnection fee in addition to all past-due charges. You can find more information on our late fees and other additional charges in the Pricing Lists; any new or changed fees will be posted in the Pricing Lists before they are assessed. RC's late fee practices may be revised to comply with applicable state or local laws, rules, or regulations.

**Fees Not Considered Interest or Penalties:** RC does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to customers. Any late fees and related fees, charges, and assessments due to

late payment or non-payment are not interest, credit service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict at the time such late fees and related fees, charges, and assessments are set, because we cannot know in advance: (a) whether you will pay for the Services on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.

**Collection Costs:** If we are required to use a collection agency or attorney to collect money owed by you or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action. These costs include but are not limited to any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

**i. Our Right to Make Credit Inquiries:**

You authorize RC to make inquiries and to receive information about your credit experience from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes. If your Credit Scores below 620 you may be denied service unless payment for contract term is paid up front and prior to being scheduled for installation. Customers requesting Direct Billing and/or Check/Cash payment may be charged a surcharge over and above RC rates as specified on the order form for local services, usage services, voice mail services and Internet Services. Surcharge will range from 5% to no more than 25%. Customers using Credit Card billing will be exempt from surcharge, unless credit card payment is rejected by credit card company. Customer acknowledges they have been instructed of Surcharge prior to acceptance of order. Existing Customers whose balance due becomes over 60 days past due will be charged a surcharge over and above RC rates as specified on the order form for local services, usage services, voice mail services and Internet Services. Surcharge will range from 5% to no more than 25%. Customers with surcharges can have them upgrade to a more favorable rating by submitting in writing to Rural Communications a request to review the last 6 months payment history. In the event customer has keep their account current for 6 consecutive months, RC will offer a more favorable rate. The decision to offer a more favorable rate is at RC sole discretion. RC will evaluate all requests within 20 business days and will supply customer a written notification of decision. Residential customers will be billed by RC monthly by electronic funds transfer. There will be a

\$25 authorization fee before service is established. Accounts with Non-Sufficient Funds will be charged a \$25 fee per occurrence.

**j. What You Must Do About Billing Errors:**

Subject to applicable law, you must notify us in writing specifying in detail that will allow RC to research your claim of any billing errors or other requests for refund within sixty(60)days of the date on the bill.

**k. Deposits:**

Customer will be required to pay a \$25 deposit prior to an order being accepted for processing. Deposit is non-refundable after 3 business days. Customer must cancel order in writing at the RC Retail Store where service was initiated and customer must request a ticket number referencing cancellation. Customer orders where RC cannot provide service will be refunded within 10 business days. RC may request an additional deposit for customers who are late in making payment 2 times in any 6 month period. Deposit will be equal to 1 months average charges.

**l. Invoicing**

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, and/or PDF E-Mail Statement sent by RURAL COMMUNICATIONS unless otherwise agreed to in writing. A Paper Invoice can be mailed via US Mail for a \$5.00 monthly charge. It is Customers responsibility to review their invoice and make timely payment.

**7. CUSTOMER INFORMATION AND PRIVACY**

RC will respect your privacy interests, including your ability to limit disclosure of certain information to third parties.

**8. LIMITS ON YOUR USE OF THE SERVICES**

**a. Acceptable Use:**

You agree to ensure that all uses of the RC Equipment and/or the Services installed at your premises ("use") are legal and appropriate. Specifically, you agree to ensure that all uses by you or by any other person, whether authorized by you or not ("user"), comply with all applicable laws, regulations, and written and electronic instructions for use. RC reserves the right to act immediately and without Notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to you or users (e.g., voicemail), if RC (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or

information interferes with RC's ability to provide the Services to you or others, or (iii) reasonably believes that such use or information may violate any laws or regulations. RC's action or inaction under this Section shall not constitute review or approval of your or any other users' use or information.

**b. Residential Use Only:**

Unless you subscribe to a Service plan that expressly permits otherwise, you agree to use the Services solely in a private residence; in living quarters in a hotel, hospital, dormitory, sorority or fraternity house, or boarding house; or in the residential portion of a premises which is used for both business and residential purposes. Without limiting the generality of the foregoing, you agree to use the Services only for personal and non-commercial purposes; however, you are permitted to use the Services to make business calls that are incidental to your personal and non-commercial use of the Services. You expressly agree not to use the Services for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal residential calling patterns. If we determine, in our sole discretion, that your Service is being used for any of the aforementioned activities, we reserve the right (i) immediately and without Notice to terminate or modify the Service and (ii) to assess additional charges for each month in which excessive usage occurred.

**c. No Resale:**

You agree and represent that you are buying the Services for your own personal use only and that you will not resell or permit another to resell the Services in whole or in part.

**d. No Tampering with or Relocation of RC Equipment:**

You will not service, alter, modify, or tamper with RC Equipment or with the Services, or permit any other person (not expressly authorized by RC) to do so. You agree that the RC EQUIPMENT and the Services will only be used at your service address appearing in our records. You understand and acknowledge that if you attempt to install or use the RC Equipment or Services at another location, the Services, including but not limited to E911, may fail to function or may function improperly. If you move the RC EQUIPMENT or Services to another location without complying with Section 2.c and this Section 8.d, you do so in violation of this Agreement and at your own risk. If you violate any of the restrictions in this Section 8.d, RC reserves the right to terminate the services immediately and without Notice, leaving you responsible for all outstanding charges, which immediately become due and payable.

**e. Your Obligation to Report Theft of Service Immediately:**

You will be liable for all use of the Services using your RC EQUIPMENT and for any and all stolen Services or unauthorized use of the Services. You agree to notify us immediately in writing or by calling our customer service line during normal business hours if you become aware at any time that the RC EQUIPMENT is stolen or that your Services are being stolen or used without your authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the RC EQUIPMENT theft or unauthorized use of the Services. If you fail to notify us in a timely manner, your Services may be terminated without Notice, with additional charges to you.

**f. Limits on Your License to Use RC Firmware or Software:**

The Services and RC Equipment, including any firmware or software embedded in the RC Equipment or used to provide the Services, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the RC Equipment or used to provide the Services. You expressly agree that you will use the RC Equipment exclusively in connection with the Services. You shall not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

**g. Protection of RC 's Information and Marks:**

All RC Service information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of RC are and shall remain the exclusive property of RC. Nothing in this Agreement shall grant you the right or license to use any of the marks.

**h. Export Laws:**

You expressly agree to comply with all applicable export and re-export laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provision of these export and re-export laws or their implementing regulations.

**9. REPRESENTATIONS AND WARRANTIES OF CUSTOMER**

You represent and warrant that you are at least 18 years of age. You also represent and warrant that you have provided and will continue to provide to RC accurate, complete, and current Customer information, including but not limited to your legal name, address, phone number(s), and payment data (including but not limited to credit card numbers and expiration dates). You agree that during the term of this Agreement you will promptly notify us if there is any change in the information that you have provided to us in accordance with the terms of this Agreement. If you fail to provide and maintain accurate information, you thereby breach this Agreement.

**10. TERMINATION OF THIS AGREEMENT**

**a. Term:**

The term of this Agreement shall commence on the applicable Billing Commencement Date specified in Section 6.f and shall continue thereafter until terminated as provided for in this Agreement. After completion of initial term if customer has not terminated per 10b, the agreement will automatically renew at each anniversary for the same term as the original agreement.

**b. Termination of Service:**

In the event of termination by customer, customer will provide notice of termination to RC in one of three ways: (i) sending a written notice to the postal address specified in Section 14.a; (ii) sending an electronic notice to the email address specified in Section 14.a; and (iii) calling our customer service line specified in Section 14.a during normal business hours. In all scenarios you must receive a ticket number confirmation to confirm valid receipt of notice. If you wish to transfer your phone number to another provider, you must follow the procedures in Section 11.b. In the event RC terminates service for any reason, RC will inform customer per industry guidelines via e-mail of service termination. RC will process all terminations of service to be effective on the last day of the month in the month service is terminated. RC will bill customer for RC Equipment at termination and credit customer invoice upon return of RC Equipment. If customer terminates service prior to expiration for any reason (except as expressly permitted in this Agreement), customer will be charged an early termination fee of \$249.00

**c. Suspension and Termination by RC:**

We may suspend Service or terminate this Agreement for any reason. If we suspend Service or terminate this Agreement because you failed to comply in full with any term of this Agreement, we may do so at any time upon seven (7) days Notice, or upon less than seven (7) days Notice or without Notice where permitted by this Agreement. If we suspend Service or terminate this

Agreement for any other reason, we must first give you thirty (30) days Notice. If we suspend Service or terminate this Agreement for a reason other than your violation of this Agreement, all applicable fees and charges will accrue until the date of suspension or termination. You understand and acknowledge that all RC Connect and Connect services, including E911, will be disabled because of termination of your account. In all cases, RC will process termination request to be effective on the last day of the month in the month requested. RC will bill customer for RC Equipment at termination and credit customer invoice upon return of RC Equipment.

d. Your Obligations Upon Termination:

You agree that upon termination of this Agreement you will do the following:

i. You will immediately cease use of the Services and all RC Equipment;

ii. You will pay in full for your use of the Services and the RC Equipment up to the later of the effective date of termination of this Agreement or the date on which the Services are disconnected and insure all RC Equipment has been returned in acceptable working condition. In the event of early Termination, you will submit termination charge with final payment; and

iii. You will return the RC Equipment to the closest RC Retail Store, by any method reasonably requested by us, within ten (10) days after termination of the Agreement. Upon our request, you will permit us and our employees, agents, contractors, and representatives to access your premises during regular business hours to remove the RC Equipment and other material provided by RC. We will conduct this removal at a time agreed on by you and us, and you will ensure that all Equipment is returned to RC. If any RC Equipment is not returned, you agree that RC may bill you for the charges referred to in Section 2.b, including but not limited to charging your credit card if applicable.

e. Retention of Rights:

Nothing contained in this Agreement shall be construed to limit RC's rights and remedies available at law or in equity. RC and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, data, files, or other Customer information that is stored on RC's or its suppliers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, data, files, or other Customer information.

11. TRANSFER OF YOUR PHONE NUMBER(S)

Local Number Portability (LNP). Per FCC guidelines Network to Network LNP translations can take up to 4 Business Days to complete. During this time customers incoming local calls may not complete. RURAL COMMUNICATIONS will automatically enter a service ticket with porting out network provider in an effort to minimize translation period. Issues with local calls during this 4 Business Day window are deemed initial activation for new customers and network migrations for existing RURAL COMMUNICATION Customers, not ongoing service violations on the part of RURAL COMMUNICATIONS.

a. Switching to RC from Another Provider:

If you are switching to our Service from another service provider, you may transfer your existing phone number (if any) to our Service, provided that:

i. you request the phone number transfer when you place your order for our Service;

ii. your current service provider releases your existing phone number, at our request, without delay or charge;

iii. transfer of your existing phone number to our Service would not, in our view, violate applicable law or our processes and procedures;

iv. you acknowledge and agree that if your RC EQUIPMENT is set up before the date that the number transfer becomes effective ("Port Effective Date"), you may only be able to make limited outgoing calls over the phone that you have connected to the RC EQUIPMENT. In that event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able both to make and to receive calls using our Service; and

v. you acknowledge and agree that to avoid an interruption in your phone service, it is extremely important that you have the RC EQUIPMENT installed on or before the Port Effective Date. Your existing phone service for the number you are transferring will be disconnected on the Port Effective Date; if your RC EQUIPMENT is not yet activated, you will not have access to our Services. Therefore, you will not have service for that phone number. RC will provide you with an estimate of the Port Effective Date at the time of service ordering or via e-mail following your completion of the ordering process.

b. Switching from RC to Another Provider:

To transfer your phone number from RC to another service provider, you must terminate Service and place the transfer order through your new service provider (and not through RC). RC will release your phone number to your new service provider, provided that:

i. your account is current and in good standing;

ii. your new service provider requests the transfer upon termination of your account;

iii. your new service provider is willing to accept transfer of the phone number without delay or charge; and

vi. transfer of your existing phone number to the new service provider would not, in our view, violate applicable law or our processes and procedures.

12. LIMITATION OF LIABILITY; INDEMNIFICATION; NO WARRANTIES; WARNINGS

A. LIMITED WARRANTY:

THE RC EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT WITHIN THE INITIAL 30 DAYS AS SPECIFIED IN PARA(2)B. NEITHER RC NOR ITS AFFILIATES OR AGENTS WARRANT THAT THE RC EQUIPMENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER RC NOR ITS AFFILIATES OR AGENTS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED.

We will compensate you for a service interruption only in the event of complete failure of the Services because of a technical malfunction for twenty-four (24) or more consecutive hours. In that case, your sole remedy, available upon your request, will be limited to a prorated credit against the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees). To qualify for the credit, you must request the credit from RC within thirty (30) days of the failure. Credits will be applied only against current and future fees payable by you for the Services. Any credits provided by RC are at our sole discretion and in no event shall constitute or be construed as a course of conduct by RC.

B. LIMITATION OF RC LIABILITY:

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT, CONTRACT, OR OTHERWISE), SHALL RC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES, ITS/THEIR AGENTS, OR ANY OTHER PROVIDER THAT FURNISHES SERVICES TO THE CUSTOMER IN CONNECTION WITH THIS AGREEMENT HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY PERSON OR ENTITY FOR (I) ANY DIRECT, INDIRECT, INCIDENTAL,

SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OR USE OF THE SERVICES OR THE RC EQUIPMENT OR CUSTOMER'S RELIANCE ON OR USE OF THE RC EQUIPMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURES OR MALFUNCTION, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, LOSS OF INFORMATION OR DATA, OR FAILURE OF PERFORMANCE OF THE RC EQUIPMENT OR THE SERVICES; OR (II) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE RC EQUIPMENT OR THE SERVICES BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

C. LIMITATIONS ON RC'S LIABILITY FOR DIRECTORIES AND DIRECTORY ASSISTANCE:

THE LIMITATIONS IN THIS SECTION 12.C SHALL APPLY WHERE WE MAKE AVAILABLE A DIRECTORY LISTING AND/OR PUBLICATION OPTION. IF (I) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED UNLISTED STATUS IS PUBLISHED IN ANY DIRECTORY; (II) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED NONPUBLISHED STATUS IS INCLUDED IN ANY DIRECTORY, ANY DIRECTORY ASSISTANCE DATABASE, OR IS OTHERWISE DISCLOSED TO ANY UNAUTHORIZED PERSON; (III) ANY PHONE NUMBER WHICH YOU REQUESTED BE PUBLISHED OR LISTED IN ANY DIRECTORY OR DIRECTORY ASSISTANCE DATABASE IS NOT SO PUBLISHED OR LISTED, AND/OR (IV) ANY PUBLISHED OR LISTED PHONE NUMBER CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE TOTAL LIABILITY OF RC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, ITS/THEIR AGENTS, AND ANY OTHER PROVIDER IN CONNECTION WITH THE DESCRIBED ERROR OR OMISSION SHALL NOT IN THE AGGREGATE EXCEED THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO RC TO LIST OR NOT TO LIST OR TO PUBLISH OR NOT PUBLISH THE NUMBER FOR THE AFFECTED PERIOD. YOU SHALL HOLD RC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, ITS/THEIR AGENTS, AND ANY OTHER

PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS DESCRIBED ABOVE.

D. CUSTOMER'S INDEMNIFICATION OF RC:

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD RC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, ITS/THEIR AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR YOUR AND YOUR USERS' USE OF THE SERVICES OR ANY RC EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF E911 OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. YOU AGREE THAT RC SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES OR THE RC EQUIPMENT. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS.

e. Limitations on RC's Liability for Customer Equipment and Software:

Customer Equipment may be damaged or suffer service outages as a result of the installation, use, inspection, maintenance, repair, and removal of the RC Equipment and the Services. Except for gross negligence or willful misconduct by us, neither RC nor any of its affiliates or agents shall have any liability whatsoever for any damage, loss, or destruction to the Customer Equipment. In the event of gross negligence or willful misconduct by RC we shall pay at our sole discretion for the repair or replacement of the damaged parts up to a maximum of \$250. This shall be your sole remedy relating to such activity. Use of certain features of the Services, such as unified messaging (where available), may require special software, applications, and/or access to a web portal(s). RC makes no representation, or warranty that any software or application installed on your computer(s) or web portal does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer(s), we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional

charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. NEITHER RC NOR ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

RC does not represent, warrant, or covenant that the installation of the special software or applications described in the preceding paragraph or access to our web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER RC (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR ITS/THEIR AGENTS) NOR ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

f. Limitations on RC's Liability for Third Parties:

Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Services, including without limitation their services, equipment, and infrastructure. RC is not responsible for the performance (or non-performance) of third-party services, equipment, or infrastructure, whether or not they constitute components of the Services. RC shall not be bound by any undertaking, representation, or warranty made by an agent or employee of RC or of our underlying third party providers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. The limitations of liability set forth in Sections 12.b and 12.c apply to any acts, omissions, and negligence of RC and its underlying third-party providers (and their respective officers, employees, agents, contractors, or representatives) which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.

g. Customer's Sole Remedies:

Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above exclusions may not apply if your state does not allow

the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of RC and its affiliates and agents is limited to the maximum extent permitted by law.

**h. Regulatory Limitations:**

You understand and acknowledge that the Service may be subject to regulatory or tax treatment that differs from the regulatory or tax treatment applicable to traditional telephone service. This different treatment may limit or otherwise affect your rights of redress before federal or state regulatory or tax agencies.

**i. Survival of Limitations:**

All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

**13. ARBITRATION**

**a. Purpose:**

If you have a Dispute (as defined below) with RC (as defined below) that cannot be resolved through our informal dispute resolution process, either you or RC may elect to arbitrate that Dispute in accordance with the terms of this Section 13 rather than to litigate the Dispute in court. If either you or RC elects arbitration, the Dispute will go to arbitration even if the other party would prefer to litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury.

**b. Definitions:**

As used in this Section 13, the term "Dispute" means any dispute, claim, or controversy between you and RC that has accrued by the commencement date of this Agreement or any dispute, claim, or controversy that accrues after the commencement date of this Agreement, whether based in contract, statute, regulation, ordinance, tort (including but not limited to fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability, or scope of this Section 13 (with the exception of the enforceability of the class action waiver clause provided in Section 13.e.ii below). "Dispute" is to be given the broadest possible meaning that will be enforced.

**c. How to Initiate the Arbitration Proceeding and Select the Arbitrator:**

If you or RC elects to resolve your Dispute with RC through arbitration pursuant to this Section 13, the party initiating the arbitration proceeding may select from the following arbitration organizations, which will apply the appropriate rules for consumer claims to arbitrate the Dispute:

1. American Arbitration Association ("AAA")  
335 Madison Ave., Floor 10  
New York, NY 10017-4605  
1-800-778-7879  
<http://www.adr.org/>

2. Judicial Arbitration & Mediation Service ("JAMS")  
1920 Main Street, Suite 300  
Irvine, CA 92614  
949-224-1810  
<http://www.jamsadr.com/>

3. National Arbitration Forum ("NAF")  
P.O. Box 50191  
Minneapolis, MN 55405-0191  
1-800-474-2371  
<http://www.arbitration-forum.com/>

**d. Arbitration Procedures:**

Because the Services provided to you by RC concern interstate commerce in whole or in part, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where you receive the service from RC may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration, however, shall not be applicable under this Arbitration Provision. However, applicable federal law or the law of the state where you receive the service from RC may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration, however, shall not be applicable under this Arbitration Provision. If there is a conflict between this Section 13 and the rules of the arbitration organization chosen, the rules contained in this Section 13 shall govern. If there is a conflict between this Section 13 and the rest of the Agreement, this Section 13 shall govern. You and RC agree that a single arbitrator will resolve the Dispute. You should know that participating in arbitration may result in limited discovery depending on the rules of the arbitration organization that is chosen to resolve the Dispute. The arbitrator will apply applicable statutes of limitation (as modified by this Section 13), will honor claims of privilege recognized by law, and will take reasonable steps to protect customer account information and other confidential or proprietary information, including the use of protective orders to prohibit disclosure outside of

the arbitration, if requested to do so by you or RC. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by you or RC, the arbitrator will provide a brief statement of the reasons for the award. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The party wishing to appeal the decision of the single arbitrator shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization, through a written notice of appeal, that it is exercising its right to appeal. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

**e. Restrictions:**

- i. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLS WHICH YOU DISPUTE, WHICH ARE SUBJECT TO SECTION 6.J OF THE AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE A CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.
- ii. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASSACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED.

**f. Location of Arbitration:**

The arbitration will take place at a location convenient to you, in the area where you receive the service from us.

**g. Payment of Arbitration Fees and Costs:**

UPON YOUR WRITTEN REQUEST, RC WILL ADVANCE TO YOU ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING BUT NOT LIMITED TO COSTS FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN RC 'S FAVOR,

YOU SHALL REIMBURSE RC FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE AMOUNT THAT YOU WOULD HAVE PAID TO FILE A CASE REGARDING YOUR DISPUTE WITH RC IN THE STATE COURT WHERE YOU RECEIVE THE SERVICES FROM RC. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE RC FOR ANY OF THE FEES AND COSTS ADVANCED BY RC. IN THE EVENT A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 13, RC WILL PAY ALL FEES AND COSTS WHICH IT IS REQUIRED BY LAW TO PAY.

**h. Severability:**

If any clause within this Section 13 (other than the class action waiver clause identified in Section 13.e.ii above) is found to be illegal or unenforceable, that clause will be severed from the Arbitration Provision, and the remainder of this Section 13 will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Section 13 will be unenforceable. In the event that this entire Section 13 is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Section 13, you and RC have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

**i. Exclusions from Arbitration:**

You and RC agree that the following will not be subject to arbitration: (i) any claim filed by you or by RC that is not aggregated with the claim of any other subscriber and whose amount in controversy is properly within the jurisdiction of a court which is limited to adjudicating small claims; (ii) any dispute over the validity of any party's intellectual property rights; (iii) any dispute related to or arising from allegations associated with unauthorized use or theft of service; (iv) any dispute that arises between RC and any federal, state or local regulatory authority or agency that has jurisdiction over the Services; (v) any dispute that is not aggregated with the claim of any other subscriber and that can be properly brought before a federal, state or local regulatory agency that has jurisdiction over the Services.

**j. Continuation of Section 13:**

This Section 13 shall survive the termination of your Service with RC.

**14. MISCELLANEOUS**

**a. How to Contact Us:**

For any inquiries or notices required in connection with this Agreement, you may contact us (i) via e-mail at [customerservice@ruralcommunications.net](mailto:customerservice@ruralcommunications.net) (or such other e-mail address as RC may designate), (ii) in writing at Rural Communications, 2110 Enterprise St. SE, Ste 200 & 204 Kentwood, MI 49508 or (iii) on our customer service line at 1-800-998-4224 during normal business hours.

**b. How You Will Receive Notices:**

RC MAY DELIVER THIS AGREEMENT, UPDATES TO THIS AGREEMENT, THE PRICING LISTS, OR ANY OTHER REQUIRED OR DESIRED COMMUNICATIONS, DISCLOSURE OR NOTICE TO YOU BY POSTING THEM TO OUR WEBSITE LOCATED AT [www.ruralcommunications.net](http://www.ruralcommunications.net) (OR AT AN ALTERNATIVE SITE IF WE SO NOTIFY YOU), BY SENDING THEM VIA E-MAIL, U.S. MAIL, OR OVERNIGHT MAIL TO YOUR PHYSICAL ADDRESS OF RECORD OR THE E-MAIL ADDRESS ON RC'S ACCOUNT RECORDS, OR BY DELIVERING THEM BY HAND (E.G., DURING THE TIME OF INSTALLATION OF THE SERVICE) ("NOTICE"). YOU AGREE THAT ANY ONE OF THE FOREGOING WILL CONSTITUTE SUFFICIENT NOTICE.

IF YOU WISH TO VIEW OR PRINT OUT AN ELECTRONIC NOTICE, YOU WILL NEED THE HARDWARE AND SOFTWARE DESCRIBED BELOW UNDER THE SECTION ENTITLED "YOUR SYSTEM REQUIREMENTS." TO PRINT OUT AN ELECTRONIC NOTICE, USE THE PRINT BUTTON ON YOUR BROWSER, OR, TO RECEIVE A HARD COPY OF AN ELECTRONIC NOTICE AT NO CHARGE, CONTACT US AS DESCRIBED IN SECTION 14.A. YOU HAVE THE RIGHT, WITHOUT PENALTY, TO WITHDRAW YOUR CONSENT TO RECEIVE NOTICE IN THE MANNER DESCRIBED ABOVE, BUT IF YOU DO, WE WILL TERMINATE THE SERVICES. TO WITHDRAW YOUR CONSENT, TO OBTAIN AT NO CHARGE HARD COPIES OF ANY DOCUMENTS WE PROVIDED ELECTRONICALLY, OR TO PROVIDE US WITH UPDATED INFORMATION WITH WHICH TO CONTACT YOU, CONTACT US AS DESCRIBED IN SECTION 14.A. BECAUSE WE MAY FROM TIME TO TIME NOTIFY YOU ABOUT IMPORTANT INFORMATION REGARDING THE SERVICES, THIS AGREEMENT, AND RELATED MATTERS BY THE METHODS DESCRIBED ABOVE, YOU AGREE TO CHECK YOUR POSTAL MAIL, E-MAIL, AND ALL POSTINGS ON OUR WEBSITE AT [www.ruralcommunications.net](http://www.ruralcommunications.net) OR AT AN ALTERNATIVE SITE IF WE SO NOTIFY YOU) REGULARLY AND TO BEAR THE RISK OF FAILING TO DO SO.

**c. Your System Requirements:**

To view this Agreement online, receive electronic Notices, and to access and retain electronic Notices and other records in connection with the Services, your system must meet the following requirements:

An IBM or Macintosh-compatible computer w/ Internet access  
An Internet browser  
Netscape Navigator 4.08/Netscape Communicator 4.7 or later versions  
Microsoft Internet Explorer 4.01 or later versions (4.51 for Macintosh users)  
For PCs using Windows 95, 98, NT, 2000, ME, XP:  
Microsoft Internet Explorer 5.5 or higher  
Microsoft Internet Explorer with AOL 5.5 or higher  
Netscape 6.2 and higher  
For Macintoshes using OS9 and OS 10:  
Microsoft Internet Explorer 5.0 or higher  
Microsoft Internet Explorer with AOL 5.0 or higher  
Netscape 6.2 and higher  
Safari 1.0 (of OS 10 only)  
By using the Service, you represent to us that you satisfy the system requirements of this

**Section 14.c.**

TO PRINT OR DOWNLOAD ELECTRONIC NOTICES, YOU MUST HAVE A PRINTER CONNECTED TO YOUR COMPUTER OR SUFFICIENT HARD-DRIVE SPACE TO SAVE THE NOTICES.

**d. No Relationship Between RC and Other Providers:**

Nothing in this Agreement will create any joint venture, joint employer, franchisor-franchisee, employer-employee, or principal-agent relationship between RC and any providers of content or of backbone, network, circuit, and other technology or communications; between RC and any software and other licensors; between RC and any hardware and equipment suppliers; or between RC and any other third-party providers of elements of the Services. Nor will anything in this Agreement impose upon any such companies any obligations for any losses, debts, or other obligations incurred by the other.

**e. Assignment of This Agreement to Other Parties:**

RC may assign its rights and obligations under this Agreement, without Notice, to (i) any affiliate of RC; (ii) to any party (or its affiliate) acquiring all or substantially all of the assets or stock, by merger, or otherwise, of RC or any affiliate of RC; or (iii) to any person or entity purchasing or otherwise acquiring the affiliated RC video system serving the Premises. You may not assign or transfer this Agreement without RC's prior consent.

**f. General:**

This Agreement and the Pricing Lists, which are incorporated herein by reference, constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and they

supersede and replace any and all prior written or verbal agreements. If there is a conflict between this Agreement and our Pricing Lists, the terms and conditions of Pricing Lists shall take precedence in the resolution of the conflict. If any portion of this Agreement and/or the Pricing Lists is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. RC's failure to insist upon or enforce strict performance of any provision of this Agreement or the Pricing Lists shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement or the Pricing Lists.

g. RC's Changes to the Services and the Agreement:

Unless this Agreement specifies otherwise, we will give you thirty (30) days prior Notice of any modification to this Agreement. If this Agreement specifies a different notice period for a particular change, we will give you the specified prior Notice; however, you will receive no prior Notice of any change that this Agreement specifies that we may make without Notice. RC may, in its sole discretion, change, add to, or remove portions of the Services (including but not limited to features and equipment requirements) at any time without Notice. If you continue to use the Services after any modification of this Agreement or the Services, you shall be deemed to have accepted the modification. If you do not agree to any modifications, you must immediately stop using the Services and notify RC that you are terminating this Agreement. You will then be entitled to a refund of any unused portion of any recurring monthly service fee for the Services that has been paid by you in advance (less any outstanding amounts due RC and/or its affiliates for equipment or other applicable fees and charges).

15. SERVICE LEVEL CONDITIONS FOR INTERNET

"AS IS" Basis: 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. RC 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, RC will make every attempt to restore service in a timely manner. Voice Communications QOS can be affected by large downloads / uploads while customer is using phone service.