

MASTER TERMS AND CONDITIONS

1. **General.** The following terms and conditions apply to all products listed below AND are in addition to the product specific terms and conditions:
 - **SuperFast Predict-a-bill, (Discontinued 06/2006), Grandfathered for existing customers**
 - **High Speed Predict-a-bill, (Discontinued 06/2006), Grandfathered for existing customers.**
 - **Residential Packages A,B,C (Discontinued 2/5/04), Grandfathered for existing customers,**
 - **Business Packages A,B,C (Discontinued 2/5/04), Grandfathered for existing customer**
 - **Stand Alone Voice Services**
 - **RC Hosted Plus, RC Hosted, RC Hosted Basic Line**
 - **RC Connect Plus for Business, RC Connect for Business**
 - **RC PRI Replacement, PRI WSA**
 - **Data**
2. **Service Plan.** Service begins when the service is installed. Customer cannot use its deposit to pay any bill unless RURAL COMMUNICATIONS previously agrees in writing. Payment is due as stated in Customer's bill. If the payment is late, RURAL COMMUNICATIONS will charge Customer a late payment fee of up to 1.5% per month (an 18% annual rate) on balances that remain unpaid, depending on the law that applies to this Agreement.
3. **Change of Address.** Customer agrees to notify Rural Communications (RC) if Customer moves or otherwise changes mailing address. Customer agrees to provide a regular postal address which is the primary legal residence or place of business. RC will not disclose this information to any third party except upon the presentation of a valid warrant or court order. RC reserves the right to use this information for internal purposes and to advise you of new service and product offerings by RC. RC will not sell mailing list to other companies under any circumstances.
4. **Credit..**
 - a. Residential Customers with Credit Scores below 620, who request Direct Billing and/or Check/Cash payment will be charged a surcharge over and above RURAL COMMUNICATIONS 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 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 RURAL COMMUNICATIONS 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 reduced or 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 kept account current for 6 consecutive months, RURAL COMMUNICATIONS will offer a more favorable rate. The decision to offer a more favorable rate is at RURAL COMMUNICATIONS sole discretion. RURAL COMMUNICATIONS will evaluate all requests with 20 business days and will supply customer a written notification of decision. Residential customers will be billed by Rural Communications monthly by electronics 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.
 - b. Business Customers - Upon signing this Agreement RURAL COMMUNICATIONS may conduct a credit check and RURAL COMMUNICATIONS will retain the right to require a deposit to be held against any amounts Customer may owe under this Agreement.
 - c. RURAL COMMUNICATIONS will pay simple interest on this deposit at the rate (if any) the law requires, but Customer *must* retain its evidence of deposit
5. **Authorization for Direct Billing.** Customer authorizes RURAL COMMUNICATIONS, a division of Trophy Technologies, hereinafter named the COMPANY, to initiate debit entries to customer's Checking or Savings Account on file and named on the order form as the depository financial institution, hereafter named FINANCIAL INSTITUTION, and to debit the same to such account. Customer acknowledges that the origination of all transactions to and from their account must comply with the provisions of U.S. law. Furthermore, if any such debit(s) should be returned NSF, customer authorizes the COMPANY to collect such debit(s) by electronic debit and subsequently collect a returned debit NSF fee of \$25.00 per item by electronic debit from customers account identified below. Violation of any of the terms and conditions of service may result in the cancellation of customers subscription and the forfeiture of the remainder of your subscription fee. Serious violation may result in civil or criminal prosecution.
6. **Use of Services; Rights to Restrict, Interrupt or End Service or this Agreement.** RURAL COMMUNICATIONS is providing products and services solely for Customer's personal or internal business use as an end user, and Customer will be solely responsible for the content of any transmissions over the RURAL COMMUNICATIONS Network from Customer's premises location. RURAL COMMUNICATIONS cannot guarantee that all current or future Internet applications can or will be supported. Customer agrees not to (a) attempt to gain unauthorized access to any other system or network, or (b) interfere or disrupt other End Users, Network Operations or Network equipment of RURAL COMMUNICATIONS or any of its affiliates, or (c) Resell service to other non-affiliated end users, or (d) operate hosted services for multiple domains without the express written consent of RURAL COMMUNICATIONS. Customer also agrees not to (1) propagate computer viruses or other harmful code or data or (2) impersonate any person using forged headers or other identifying information (provided, however, that the use of anonymous re-mailer and nicknames is allowed). Customer hereby warrants that it will not infringe the copyright, trademark, or other intellectual property rights of any other person or entity through the use of the RURAL COMMUNICATIONS Network or services, and that Customer will not use the RURAL COMMUNICATIONS Network or services to defame, harass, cause an invasion of privacy or otherwise violate the right of any person or entity, or violate any local, state federal, or international statute, regulation or treaty Customer agrees to comply with all governmental rules and regulations applicable to the export or transfer of regulated technical data or software. To maintain or improve RURAL COMMUNICATIONS service or the RURAL COMMUNICATIONS Network, or to prevent fraud or for other business reasons, RURAL COMMUNICATIONS can restrict, interrupt or modify Customer's service without notice and will promptly seek to resolve any situation or condition that has caused an interruption in service to the extent that the fault involves the RURAL COMMUNICATIONS Network or its equipment. RURAL COMMUNICATIONS CAN RESTRICT OR END CUSTOMER'S SERVICE OR THIS AGREEMENT WITHOUT NOTICE if Customer (a) carries past due balances (b) makes materially false statements to RURAL COMMUNICATIONS; (c) interferes with RURAL COMMUNICATIONS customer service or any other business operations (d) becomes insolvent or goes bankrupt (a) breaches any part of this Agreement, (f) misuses service or knows of service being misused by anyone for unlawful activity or (g) otherwise uses the service in an inappropriate manner.
7. **Mutual Waivers and Limitations of Liability.** Customer acknowledges RURAL COMMUNICATIONS' maximum liability to Customer (including but not limited to fraud, misrepresentation, breach of contract, personal injury, negligence, or products liability) is limited to current charges owed to RURAL COMMUNICATIONS or charges that have been previously disputed in writing with appropriate documentation to reasonably substantiate dispute. RURAL COMMUNICATIONS agrees Customer's maximum liability to RURAL COMMUNICATIONS (including but not limited to fraud, misrepresentation, breach of contract, personal injury, negligence, or products liability) is limited to charges Customer owes RURAL COMMUNICATIONS, any actual damages Customer causes to RURAL COMMUNICATIONS business or property, and any damages collected from RURAL COMMUNICATIONS by a third party arising out of Customer's use of RURAL COMMUNICATIONS products or services. Neither Customer or RURAL COMMUNICATIONS can recover (a) punitive damages (b) treble, consequential, indirect, or special damages (including lost profits) or (c) attorney's fees Customer and RURAL COMMUNICATIONS agree not to make, and to waive to the fullest extent allowed by law, any claim for damages other than direct, compensatory damages as limited above. Customer and RURAL COMMUNICATIONS also agree not to make, and to waive to the fullest extent allowed by law, any claim for equitable relief, other than to protect any patents, copyrights, trademarks, or other trade secrets or proprietary information, or to prevent abusive, fraudulent or illegal use of RURAL

Customer Initials: _____

COMMUNICATIONS products or service Customer agrees to indemnify RURAL COMMUNICATIONS for any claims by third parties against RURAL COMMUNICATIONS arising out of Customer's use of RURAL COMMUNICATIONS products or service. RURAL COMMUNICATIONS is not liable to Customer for interrupted service or problems caused by or contributed to (i) by Customer (ii) by any third party (iii) by network congestion, Interoperability, Interaction, Access or Interconnection problems with applications, equipment, services, content or networks not provided by RURAL COMMUNICATIONS; Service Interruptions or lost or Altered messages or transmissions; or unauthorized access to or theft, alteration, loss or destruction of your , users' or third parties applications, content, data, programs, information, network or systems; atmospheric Conditions or other things RURAL COMMUNICATIONS doesn't control (iv) force majeure or (v) by any act of God or natural disaster.

8. **RURAL COMMUNICATIONS Rights.** All products and services RURAL COMMUNICATIONS provides are subject to its business policies, practices, and procedures, which RURAL COMMUNICATIONS can change at any time at RURAL COMMUNICATIONS sole discretion without notice to Customer. RURAL COMMUNICATIONS reserves the right to disclose the information which can be discerned from the "finger" command to third parties which can include your full name, login id and time of last system access. RURAL COMMUNICATIONS reserves the right to change terms and conditions at any time, as well as the services offered. Posting of the new terms and conditions or service changes on the public website shall constitute proper notice. The changes will apply to Customer after the date Customer receives notice. RURAL COMMUNICATIONS reserves the right to terminate this agreement without penalty in the event underlying Carrier/ Vendor discontinues service.

9. **Voice Services.** The following Terms and Conditions apply to the VOICE SERVICES:

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.

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

10. **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.

11. **Fax, Modem, Alarm.** Customer to identify any lines that these services are connected to prior to service activation with RURAL COMMUNICATIONS. Failure to do so could negatively affect customer service and result in additional fees.

12. **E911 Mobility of Telephone Numbers.** RURAL COMMUNICATION Customers may have the ability to take their telephone numbers to another service location. Example: Customer moves RURAL COMMUNICATION equipment to another location. As a result, E911 will show the location of the previous address as documented on the initial service paperwork. As a result, Customer must identify to RURAL COMMUNICATIONS in writing the actual service address where CUSTOMER equipment is located 10 days prior to move. AND must receive written confirmation from RURAL COMMUNICATIONS that service address has been changed.

13. **Return of Rural Communications Equipment.** Customer acknowledges that all equipment (Equipment is defined as the wireless modem, integrated access device, Yagi Antenna, Battery back-up device, or other device necessary to provide service) is the property of Rural Communications. Customer agrees to return all Rural Communications equipment within 15 business days of discontinuance of service to the nearest Retail Center. In the event customer fails to return equipment within 15 business days, Customer will be charged the then current market price for replacement of such equipment.

14. **RURAL COMMUNICATIONS** may assign all or part of this Agreement without notice, and Customer agrees to comply with the terms of any such assignment as instructed by RURAL COMMUNICATIONS (Assignment will release RURAL COMMUNICATIONS from all liability for the rights and duties involved) Customer may not assign any part of this Agreement or any of Customer's rights or duties without RURAL COMMUNICATIONS prior written consent which will not be unreasonably withheld. All written notices are considered delivered to Customer when mailed to the billing address we have on file for Customer at the time, or to RURAL COMMUNICATIONS when mailed to the RURAL COMMUNICATIONS Customer Service Center at 2110 Enterprise Dr Suite 200 Grand Rapids 49508. Customer represents that it has the legal capacity to agree to this Agreement This Agreement is not for the benefit of any third party except RURAL COMMUNICATIONS affiliates and predecessors and successors in interest. This Agreement is governed by the laws of the State of Michigan. By signing this Agreement, Customer is representing that all the information it has provided is true and accurate. A copy or a fax of this Agreement and Customer signature is the same as an original.

15. **Term, Termination Charges, Termination of Service:**

a. This Agreement lasts for the term selected by Customer. After completion of that term, the agreement will automatically renew at each anniversary for 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 of \$249.00 per voice line or per station which is greater for voice services, \$100 per remaining month for Wireless and ATM Commercial Internet Users, \$75

Customer Initials: _____

remaining month SOHO Internet Users, and \$249 per account for Residential Standalone Internet Users, For Data Service Customer's including T-1's, Point to Point, Frame Relay, ATM, and Fiber Solutions Customers refer to the applicable Service Agreement. (See Service Agreement). Customer must provide in writing a request for any claim or early termination request with supporting documentation that would allow RURAL COMMUNICATIONS to reasonably investigate CUSTOMER request and respond to CUSTOMER request within 30 days.

- 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 17; or (ii) calling our customer service line specified in Section 17 during normal business hours. In all scenarios you must receive a ticket number confirmation to confirm valid receipt of notice. 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.

16. Early Termination Charge:

- a. Business Downturn Downgrade: For purposes of this product offer the term "Business Downturn is hereby defined to mean and unplanned, measurable change in business conditions affecting Customer's business that is outside of the Customer's control and that materially and negatively affects Customer's need for the level of RURAL COMMUNICATIONS services which includes telephone numbers and associated services. This provision may be invoked by Customer no earlier than on the 1st year anniversary date (based on the Effective Date). To invoke this provision, Customer must provide in writing to RURAL COMMUNICATIONS the facts which support its request for Business Downturn, and RURAL COMMUNICATIONS will solely determine within its reasonable judgment whether Customer's supporting materials describe a situation which satisfies the definition of the "Business Downturn" for purposes of this Agreement. Upon RURAL COMMUNICATIONS sole determination that a Business Downturn has occurred, Customer and RURAL COMMUNICATIONS shall negotiate in good faith an appropriate and commercially reasonable change to the Customer's commitments hereunder. Examples of appropriate and commercially reasonable changes are (but not limited to) a modification to term, price, or combination thereof. The Parties shall continue performance under this Agreement while they are in negotiations. If no agreement can be reached regarding a change to the Customer's commitments, then the rates, terms and conditions of this Agreement shall remain in effect for its Term. Customer may invoke this provision only once during the term of this Agreement.
- b. During the Term of this Agreement, Customer may terminate without liability provided: a) Customer enters into a new service agreement for a term period which is equal to or greater than the time remaining on this Agreement, and b) the telephone numbers and associated services are equal to or greater than the telephone numbers and associated services under this Agreement.

- 17. Notifications** should be sent to: 2110 Enterprise St SE
Suite 200 & 204
Kentwood, MI 49508
(800)998-4224

18. Unenforceability of Provisions

The illegality or unenforceability of any provision of this Agreement does not affect the legality or enforceability of any other provision or portion. If any provision or portion of this Agreement is deemed illegal or unenforceable for any reason, there shall be deemed to be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified.

This agreement and all applicable tariffs, along with the underlying product specific service agreement constitute the complete agreement of the parties and supersede any prior or contemporaneous proposals, discussions or agreements, written or oral. RURAL COMMUNICATIONS retains the right to modify its general rates and charges as increased and/or decreased by the Verizon or AT&T and/or other Carriers/Vendors Agreements.