

## TERMS AND CONDITIONS APPLICABLE TO TELEPHONE SERVICE

- 1. Directory Listings.** In the event there is an error or omission in Customer's directory listing, Midco will provide Customer's telephone number to a calling party either upon request or, where available, intercept messaging by Midco. Midco's liability for directory listings is limited to the charges paid by Customer for the listing itself. Midco is not liable to Customer or any third party for indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from directory listings.
- 2. Transferring Number(s).** If Customer is switching to Midco from another service provider, Customer may transfer a telephone number provided that: (a) Customer requests the phone number transfer when placing the order for Service; (b) Customer agrees to remain with the service provider during the transfer period (which may take up to 30 days) in order to allow Midco the time to complete the transfer; (c) the other service provider's delay in completing the transfer can delay the phone number transfer; and (d) transfer of Customer's existing phone to Midco would not, in Midco's sole discretion, be in Midco's best interest.
- 3. Call Usage.** Customer agrees not to use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, or for any other use that results in excessive usage inconsistent with normal calling patterns. If Midco determines that the Service is being used for any of the aforementioned activities or in the event of an excessive number of calls during a fixed period of business hours, or heavy usage concentrated over consecutive dates, Midco reserves the right to terminate the Service and assess additional charges for each month in which excessive usage occurred.
- 4. Charges & Payments.** In addition to the charges specified in the Agreement or Service Order, Customer may also incur third party service provider charges that are separate and apart from the amounts charged by Midco for Service. These charges may include, without limitation, calls to parties who charge for their telephone-based services, per-call charges (e.g., international calls). Customer agrees that all such charges, including all applicable taxes, are Customer's responsibility. Customer agrees that if more than 10% of the completed calls delivered by Customer in any given month have a duration of less than ten seconds, Midco will assess a Short Call Duration Surcharge of one cent (\$0.01) for every such call in addition to all other applicable charges.
- 5. Dialing & Routing.** Telephone Service may require 10-digit dialing for local calling in certain markets. Telephone Service may be treated as a local call when the originating portion of the call occurred from the Public Switched Telephone Network ("PSTN") outside the local calling area associated with the Telephone Service.
- 6. Third Party Services.** If Customer orders a Service that requires or Midco elects to obtain from a third party ("Third Party Provider"), Customer, Midco shall procure the required Services subject to the following: (a) the Services will function and perform in accordance with the level obligations provided by the Third Party Provider to Midco, (b) any rights, remedies or other service-specific terms of the Third Party Provider entitled to under Service are limited to the same terms that Midco has in place with the Third Party Provider; (c) the cost of the Services shall be incorporated into the MRC and NRC set forth in the applicable Service Order, and (d) if Customer cancels or terminates the Third Party Service prior to the conclusion of the applicable Term, then Customer will pay any and all termination charges set forth in the Agreement plus any and all cancellation and/or early termination charges incurred by Midco.
- 7. E911 Service.** (a) Midco Telephone Service provides access to police, fire and rescue services through E911. The E911 address Customer registers with Midco to the local E911 dispatcher when calls are made to 911 and permits the local dispatcher to route the call to the correct location. If Customer has more than one physical location with devices but all incoming calls are routed through a single location with a list of locations with the phone number at that location in order for E-911 services to work correctly in an emergency, Midco will use the list of locations to route the call to the correct location. This includes backup power monitoring to provide additional backup for longer outages. As with any other phone service provider, Midco Telephone Service, will be unavailable if the lines between Customer's Service Location and the network switch are disabled such as a storm, or other event outside Midco's control and E911 service may also be unavailable due to problems at the location. Customer's telephone modem includes a battery backup that is designed to ensure the unit will continue to work, but customers may not be able to make calls, including 911 calls, if there is a power outage for an extended period. Midco Telephone Service is set up to provide service to the address Customer provided at the time of installation. If the modem is moved outside the local Midco Telephone network, the equipment may not be moved to another location without first notifying Midco. Midco Customer Service at 800-888-1300, or via email to [mccomm@midco.net](mailto:mccomm@midco.net), so that Midco can change the address information to ensure that the right information is provided for any call to 911. Changes in location information will not be available to the customer because of limitations in the process for updating that information. If the telephone modem is moved prior to informing Midco, 911 but E911 service will not work properly. It will be considered a material violation of this Agreement if Customer moves to another location without first notifying Midco.
- 8. Ownership of Telephone Numbers.** Customer acknowledges that use of Service does not give it any ownership or control over the telephone number provided.
- 9. Customer Proprietary Network Information (CPNI).** In the course of providing Service to Customer, Midco collects information about the Service. This information is known as "Customer Proprietary Network Information" or "CPNI." CPNI includes a

customer's correct name and telephone number for any errors or omission in any third party for any incidental, from errors or omissions in

existing phone number(s) to Midco, does not to contact the other phone number for the phone number transfer; uses the existing phone number, at its sole view, violate applicable law or

texting, fax broadcasting or fax services, in its sole discretion, that the service is used during a heavy usage period, heavy usage during a period of time immediately without notice or to

our usage based service and third party services may be billed monthly in arrears (including, but not limited to, operator services) and measured at the customer's sole responsibility. In addition, under the terms and conditions, Customer shall be liable for a

service may not be used to terminate a service (e.g., "STN") as a local call and occurred

Third Party Provider") on behalf of the customer in accordance with the service agreement; that Customer may have or be using for the Third Party Service will be the customer's sole responsibility. In addition, under the terms and conditions, Customer shall be liable for a

Midco service automatically provides the customer with a call back if necessary. Customer must provide Midco with a valid phone number. Midco has engineered its service for Midco's telephone network and for the Service, including 911 calls and for use in the event of a catastrophic condition, such as a power outage at the government's call center that are not able to continue to work during a power outage. Midco Telephone Service will be suspended during an extended period of time. (b) The suspension of service initiation, and will not be resumed unless Customer first contacts Midco to reflect the new location and to update E911 operators immediately. In the event of a power outage at Midco, it may be possible to call Midco from a location other than the telephone modem to

customer's rights in any telephone number

customer's information concerning the use of the service and any information on the quantity,

technical configuration, type, destination, location and amount of use of Service that Midco obtains as the telephone call or text messages published in telephone directories or information Midco obtains as a result of providing video or Internet access. Midco also uses CPNI to market services including telephone service and Internet access, as well as to provide Customer with Service related notifications. Midco also provides billing and other services that Midco utilizes to offer telephone Service, and with companies that are affiliated with Midco are required to enter into agreements to protect the confidentiality of Customer information. Customer has a legal duty, under federal law to protect the confidentiality of CPNI. Midco has the right under federal law to use Customer's CPNI to generate billing statements, market other services related to the Services Customer is already receiving, protect in response to lawful demands from law enforcement agencies. Customer has the right to disapprove of Midco's use of CPNI for those that are related to Services Customer is already receiving from Midco and to withdraw access to CPNI at any time which will not affect Midco's ability to provide telephone Service to Customer, or the quality of the service provided. However, it may be more difficult for Midco to assist Customer in purchasing the most cost-effective Service package. If Customer requests access to CPNI for marketing services other than those that are related to Services already provided, Customer can send the following address: Attn: CPNI Opt Out, Midco, P.O. Box 5010, Sioux Falls, South Dakota, 57117. The request must include account number, list of all telephone numbers to be covered with the request and be signed by the account holder. In accordance with Federal Communications Commission (FCC) rules, if Customer does not make a request to opt out of CPNI within thirty (30) days of this notice, Midco will assume that Customer wishes to allow Midco to use CPNI for marketing purposes unless Customer provides notice otherwise. Additional CPNI information can be found and may be updated from time to time on Midco's website at [www.midcocomm.com](http://www.midcocomm.com). In the event of a conflict or inconsistency between the CPNI information in this Agreement and the CPNI information on Midco's website, the terms posted on Midco's website shall control.

10. **Access to Call Records.** The FCC has established regulations governing the records Midco retains about the telephone network. These regulations specify when Midco can have discussions with customers regarding their call records. Midco's communication is with the account holder or a person authorized to receive information regarding the account before Midco releases any call record information. Call record information is any information regarding a telephone call made to another party. Call records include specific information as to: telephone numbers called, city and/or state, call duration, and date and time. If an authorized account user can provide a valid account number, Midco can continue with the conversation as long as the caller has been authenticated. Midco can discuss only calls for which data cannot be discussed or brought up in any other call records during the conversation. If call detail cannot be provided, Midco is required to provide a summary of the call to the account holder or authorized account user, at the telephone number on the account; mail information to the address on the account; or provide a photo ID at a Customer Service Center. Additional CPNI and privacy policy information can be found and may be updated from time to time at [www.midcocomm.com](http://www.midcocomm.com). In the event of a conflict or inconsistency between the Call Record information and the Call Record information published on Midco's website, the terms posted on Midco's website shall control.
11. **Unauthorized Access and Use.** Midco shall not be liable for any damages, including charges for Service under this Agreement as a result of unauthorized use or misuse of the Service by Customer's employees, customers, contractors, agents, other than Customer. Customer is responsible for all charges incurred on or through Service, including but not limited to charges incurred due to unauthorized use of Service, whether known or unknown, and whether or not Midco takes any actions to stop or block the activity. Customer warrants the safety and security of any Customer Equipment related to Service. Midco does not warrant or guarantee that it can prevent unauthorized access to or use of Customer Equipment.
12. **Non-Supported Equipment.** Certain equipment, particularly analog data devices, may not function properly when used with Telephone Service. Verification of compatibility may be required prior to the commencement of Service.
13. **ACKNOWLEDGEMENT.** BY SIGNATURE HEREIN, I/WE ACKNOWLEDGE THAT I/WE ARE AUTHORIZED TO SIGN AND TO BIND THE COMPANY TO THIS CONTRACT. I/WE HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THIS SERVICE ORDER AND THE TERMS AND CONDITIONS COVERING THIS ORDER, WHICH ARE AVAILABLE AT [WWW.MIDCO.COM/LEGAL](http://WWW.MIDCO.COM/LEGAL).

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SERVICE ORDER AS POSTED