

TERMS AND CONDITIONS APPLICABLE TO TELEPHONE SERVICE (the “Service”)

- Directory Listings.** In the event there is an error or omission in Customer’s directory listing, Midco will provide Customer’s correct name and telephone number to a calling party either upon request to or, where available, intercept messaging by Midco. Midco’s liability for any errors or omission in any 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 any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from errors or omissions in directory listings.
- Transferring Number(s).** If Customer is switching to Midco from another service provider, Customer may transfer existing phone number(s) to Midco, provided that: (a) Customer requests the phone number transfer when placing the order for Service; (b) Customer agrees not to contact the other phone service provider during the transfer period (which may take up to 30 days) in order to allow Midco the time to complete the phone number transfer; contacting the other service provider can delay the phone number transfer; (c) Customer’s current service provider releases the existing phone number, at Midco’s request, without delay or charge; and (d) transfer of Customer’s existing phone to Midco would not, in Midco’s view, violate applicable law or Midco procedures.
- Call Usage.** Customer agrees not to use the Service 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 calling patterns. If Midco determines, in its sole discretion, 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, heavy usage during business hours, or heavy usage concentrated over consecutive dates, Midco reserves the right to terminate the Service immediately without notice or to assess additional charges for each month in which excessive usage occurred.
- Charges & Payments.** In addition to the charges specified in the Service Order, Customer may also incur usage based service and third party service provider charges that are separate and apart from the amounts charged by Midco for Service. These charges may be billed monthly in arrears and may include, without limitation, calls to parties who charge for their telephone-based services, per-call charges (e.g., operator services) and measured call charges (e.g., international calls). Customer agrees that all such charges, including all applicable taxes, are Customer’s sole responsibility. In addition, if more than 10% of the completed calls delivered by Customer in any given month have a duration of less than ten seconds, Customer shall be liable for a Short Call Duration Surcharge of one cent (\$.01) for every such call, in addition to all other applicable charges.
- Dialing & Routing.** Telephone Service may require 10-digit dialing for local calling in certain markets. Telephone Service may not be used to terminate traffic as a local call when the originating portion of the call occurred from the Public Switched Telephone Network (“PSTN”) as a local call and occurred outside the local calling area associated with the Telephone Service.
- Third Party Services.** If Customer orders a Service that requires, or Midco elects to obtain from, a third party provider (“Third Party Provider”) on behalf of Customer, Midco shall procure the required Services subject to the following: (a) the Services will function and perform in accordance with the service level obligations provided by the Third Party Provider to Midco, (b) any rights, remedies or other service-specific terms that Customer may have or be entitled to under Service are limited to the same terms that Midco has in place with the Third Party Provider; (c) the costs for the Third Party Service will be incorporated into the MRC and NRC set forth in the applicable Service Order, and (d) if Customer cancels or terminates any Service which includes a Third party Service prior to the conclusion of the applicable Term, then Customer will pay any and all termination charges applicable under this Agreement plus any and all cancellation and/or early termination charges incurred by Midco.
- E911 Service.** (a) Midco Telephone Service provides access to police, fire and rescue services through E911. The E911 service automatically provides the address Customer registers with Midco to the local E911 dispatcher when calls are made to 911 and permits the local dispatcher to call back if necessary. If Customer has more than one physical location with devices but all incoming calls are routed through a single location, Customer must provide Midco 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 has engineered its service to comply with the telephone industry standards for reliability and access to E911. This includes backup power for Midco’s telephone network and monitoring to provide additional backup for longer outages. As with any other phone service provider, Midco Telephone Service, including 911 calls and E911 service, will be unavailable if the lines between Customer’s Service Location and the network switch are disabled due to a catastrophic condition, such as a storm, or other event outside Midco’s control and E911 service may also be unavailable due to problems at the government’s call center that are outside Midco’s control. Customer’s telephone modem includes a battery backup that is designed to ensure the unit will continue to work during a power outage, in accordance with telephone industry standards. As long as this battery backup unit is charged and functioning, Midco Telephone Service 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 of time. (b) The telephone modem for Midco Telephone Service is set up to provide service to the address Customer provided at the time of service initiation and will not work if it is moved outside the local Midco Telephone network. The equipment may not be moved to another location unless Customer first contacts Midco Customer Service at 800-888-1300, or via email to mccomm@midco.net, so that Midco can change the address to reflect the new location and ensure that the right information is provided for any call to 911. Changes in location information will not be available to E911 operators immediately because of limitations in the process for updating that information. If the telephone modem is moved prior to informing Midco, it may be possible to call 911 but E911 service will not work properly. It will be considered a material violation of this Agreement if Customer moves the telephone modem to another location without first notifying Midco.
- Ownership of Telephone Numbers.** Customer acknowledges that use of Service does not give it any ownership or other rights in any telephone number provided.
- Customer Proprietary Network Information (CPNI).** In the course of providing Service to Customer, Midco collects information concerning the use of the Service. This information is known as “Customer Proprietary Network Information” or “CPNI.” CPNI includes any information on the quantity, technical configuration, type, destination, location and amount of use of Service that Midco obtains as the telephone carrier. It does not include names and telephone numbers published in telephone directories or information Midco obtains as a result of providing video or internet service. Midco uses CPNI to monitor the quality of the service provided and to prepare billing statements. Midco also uses CPNI to market services and equipment to customers, including telephone service and internet access, as well as to provide Customer with Service related notifications. Midco shares CPNI with companies that provide billing and other services that Midco utilizes to offer telephone Service, and with companies that are affiliated with Midco. Companies not affiliated with Midco are required to enter into agreements to protect the confidentiality of Customer information. Customer has a right, and Midco has a duty, under federal law to protect the confidentiality of CPNI. Midco has the right under federal law to use Customer’s CPNI to provide telephone service, generate billing statements, market other services related to the Services Customer is already receiving, protect Midco facilities and property and in response to lawful demands from law enforcement agencies. Customer has the right to disapprove of Midco’s use of CPNI for marketing services other than those that are related to Services Customer is already receiving from Midco and to withdraw access to CPNI at any time. Withdrawing access to CPNI will not affect Midco’s ability to provide telephone service to Customer, or the quality of the service provided. However, if access to CPNI is withdrawn, it may be more difficult for Midco to assist Customer in purchasing the most cost-effective service package. If Customer does not wish to allow us to use Customer’s CPNI for marketing services other than those that are related to Services already provided, Customer can send a written notice at any time to the following address: Attn: CPNI Opt Out, Midco, P.O. Box 5010, Sioux Falls, South Dakota, 57117. The request must state that Customer wants to deny access to CPNI, and include account number, list of all telephone numbers to be covered with the request and be signed by an authorized party on the account. In accordance with Federal Communications Commission (FCC) rules, if Customer does not make a request to limit or disallow use of Customer’s CPNI within thirty (30) days of this notice, Midco will assume that Customer wishes to allow Midco to use Customer’s CPNI until 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. In the event of a conflict or

inconsistency between the CPNI information in this Agreement and the CPNI information published 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 calls Customer makes on Midco's network. These regulations specify when Midco can have discussions with customers regarding their call records. Midco is required to ensure that the communication is with the account holder or a person authorized to receive information regarding the account before Midco can release call record data. A call record is any information regarding a telephone call made to another party. Call records include specific information regarding telephone usage, such as: telephone numbers called, city and/or state, call duration, and date and time. If an authorized account user can provide the call detail, Midco can continue with the conversation as long as the caller has been authenticated. Midco can discuss only calls for which details have been provided. Midco cannot discuss or bring up any other call records during the conversation. If call detail cannot be provided, Midco is required to: arrange a time to call Customer or authorized account user, at the telephone number on the account; mail information to the address on the account; or provide the information to Customer if Customer can produce a photo ID at a Customer Service Center. Additional CPNI and privacy policy information can be found and may be updated to from time to time at www.midcocomm.com. In the event of a conflict or inconsistency between the Call Record information in this Agreement 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 that Customer may incur as a result of unauthorized use or misuse of the Service by Customer's employees, customers, contractors, agents, other third parties, or the public. Customer is responsible for all charges incurred on or through Service, including but not limited to charges incurred due to fraud, abuse, or misuse of services, whether known or unknown, and whether or not Midco takes any actions to stop or block the activity. Customer is responsible for the access to and security of any Customer Equipment related to Service. Midco does not warrant or guarantee that it can prevent unauthorized use or misuse.

12. **Non-Supported Equipment.** Certain equipment, particularly analog data devices, may not function properly when used in conjunction with the 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 ORDER THE SERVICES DESCRIBED ABOVE 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 SERVICE ORDER AS POSTED AND UPDATED AT WWW.MIDCO.COM/LEGAL. I/WE FURTHER ACKNOWLEDGE RECEIPT OF, AND AGREEMENT WITH, THE E-911 INFORMATION AND DISCLAIMERS COVERING BATTERY BACKUP AND LOCATION NOTIFICATIONS, ALSO POSTED AND UPDATED AT WWW.MIDCO.COM/LEGAL.