

## MILLRY CUSTOMER SERVICE AGREEMENT

These Terms and Conditions, along with your Service Application, the Millry Price List, and, if applicable to the service you have ordered, the Millry Communications Acceptable Use Policy, describes the terms and conditions under which Millry Communications provides telecommunications, information and other services (“Service” or “Services”), as well as any related equipment (“Equipment”) and constitutes the Agreement between you and Millry Communications (“Agreement”). For purposes of this Agreement, “Millry Communications”, “We”, “Our”, or “Us” means such of Millry Corporation, Millry Communication, Inc., Millry Telephone Company, Inc., and those of its subsidiaries, affiliates and any other person or entity doing business as Millry Communications and providing Services and/or Equipment to You (and any agents of the aforementioned entities, including any billing agents). As a condition of using such Services and/or Equipment, you (“You” or “Your”) agree to accept and comply with the terms of service set out in this Agreement. **The terms of this Agreement will apply to all Service(s) and/or Equipment you purchase from Us now, or in the future, unless such terms are superseded by tariff or the terms of a separate written agreement.**

### **YOUR SERVICE**

**1. Description.** We will provide the Services that You have requested, as those Services are described in the Service Application or, as applicable, the Millry Price List.

### **2. Service Commitment**

**2.1. Minimum Service Term.** If You terminate Service prior to the expiration of the Minimum Service Term associated with the Service option you have selected, You will owe any Termination Fees as described in your Service Application or, as applicable, the Millry Price List, unless waived by Us in writing as part of a new Service Application, in addition to such other fees due and payable under this Agreement and any fees for the non-return of equipment.

**2.2. Initial Term; Renewal Term.** The initial Service Term is specified on the Service Application or, as applicable, in the Millry Price List and, unless otherwise stated therein, begins on the date that we initialize Your service through Our Central Office. Thereafter, this Agreement shall renew automatically for successive periods of one month until terminated by You or Us.

**3. Equipment.** For the duration of Your Agreement, We will provide You any Equipment offered by Us and requested by You, at the prices and under any terms and conditions provided in the Service Application or, as applicable, the Millry Price List. You may either lease said Equipment, in which event the Equipment shall remain Our property, or You may purchase the Equipment. In the event that You lease Equipment from Us and said Equipment is defective, we will replace the Equipment without charge if your account is in good standing with Us and there is no evidence that You have impermissibly modified, broken, or damaged the Equipment. In the event that you lease Equipment from us, You agree that We may upgrade or replace such Equipment at any time, at which time you agree to return the original Equipment. You are responsible for having a compatible computer system with a Network Interface Card prior to obtaining DSL Services. Unless otherwise prescribed in writing, Our only responsibility for

installation of the Service is described in Millry Communications' Standard Professional Installation Procedures Guide, which is available to You upon request. Any deviation from the Standard Professional Installation Procedures will result in the installation being classified as a Non-Standard Installation, in which event additional charges will apply. We may waive certain installation fees upon Your agreement to retain Services for a stated term, and in such event, We reserve the right to charge the waived installation fees if You discontinue the Services prior to the end of that term. WE DO NOT REPRESENT, WARRANT OR COVENANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE OR USE THE SERVICES, OR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES, TELEVISION, STEREO OR PERIPHERALS. You expressly permit Us to enter the premises for the purpose of installing, inspecting, maintaining, repairing, or (except for Equipment You own) removing any Equipment we provide to you. We do not offer computer and/or computer peripheral device service or maintenance.

## **YOUR RESPONSIBILITIES**

### **4. Use of the Service**

**4.1. Minimum System Requirements.** Your computer(s) or other premises equipment connected must meet certain minimum requirements in order to utilize the Service. It may also be necessary to install inside wiring or other facilities to complete installation of the Service. Any fees for such wiring and/or equipment will be billed to You based on the rate(s) or price(s) set forth in Our Price List for technicians or for such equipment. You agree that We, and our employees, agents, contractors and representatives shall have no liability whatsoever for any damage, loss or destruction occurring as a result of the installation of any inside wiring and/or equipment at Your premises. You acknowledge that DSL requires a working telephone line and that You are solely responsible for the costs associated, directly or indirectly, with said line. OUR LIABILITY, IF ANY, FOR FAILURES IN WIRING AND/OR EQUIPMENT, WHETHER CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS, CONTRACTORS AND/OR REPRESENTATIVES OR OTHERWISE, IS EXPRESSLY LIMITED TO A CREDIT FOR THE CHARGES BILLED TO YOU FOR INSTALLATION OF THE SERVICE. You are obligated to notify Us immediately of any alleged failures in wiring and/or equipment installed by Us for which a credit allowance is desired. Before giving such notice, You are responsible for ascertaining that the trouble is not being caused by any act or omission in Your control, or is not in the wiring or equipment that You have furnished.

**4.2 Responsibility for Use.** You are responsible for Your own end users and their compliance with these Terms and Conditions. You acknowledge that the Internet may contain material or information that is unsuitable for minors and agree to supervise usage of the Service by minors.

**4.3. Compliance with Laws and Millry Communications Policies.** You agree to comply with all applicable federal, state and local laws, rules and regulations in connection with Your use of the Service. If you have purchased broadband services, You agree to adhere to Millry Communications' Acceptable Use Policy and Fair Access Policies, as the same may be

amended from time to time. A copy of such policies may be viewed at [www.millry.net/usage.htm](http://www.millry.net/usage.htm) and [www.viasat.com/legal](http://www.viasat.com/legal), respectively.

**4.4 Multiple Use of Account.** Unless otherwise authorized by Us, you agree not to permit more than one high-speed Internet log-on session to be active at one time. A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment or office complex) to your modem and/or router to access the Service (including the establishment of a “WiFi” hotspot), but the Service may only be used at (depending on the class of service ordered) the single home, office or commercial location (e.g., restaurant or coffee shop) or single unit within a multiple dwelling unit for which Service is provisioned by Us, unless otherwise authorized by Us. You may not use a WiFi hotspot in violation of this Agreement or in a way that circumvents our ability to provide Service to another customer (e.g., you cannot use a WiFi hotspot to provide Service outside your single home or commercial location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a WiFi hotspot unless approved by Us in writing). You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. You may not use the Service for resale or license of any nature whatsoever without Our prior consent which may be given or withheld in its sole discretion. You are responsible for: (1) all access to and use or misuse of the Service, even if the inappropriate activity was committed by a friend, family member, guest, customer, employee or any other person with access to your account or password(s), regardless of whether You authorized the use of the Services; (2) ensuring that all end users, including WiFi users, comply with all terms of the Millry Communications Acceptable Use Policy. You are solely responsible for obtaining sufficient identification of users of your WiFi network. You are responsible for any fees incurred for the Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms and conditions contained in the Agreement. Any use of the Service other than as specified above constitutes a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the Service and the imposition of any Termination Fees, without prejudice to any other rights and remedies available to Millry Communications under this Agreement, at law and at equity.

**4.5. Security.** You are solely responsible for the security of any device You choose to connect to the Service, including any data stored on that device. You assume any and all risks relating to the security of Your communications, data and network and its potential access by others, including, but not limited to the transmission of any computer virus or similar software which alters, disables or destroys, in whole or in part, the hardware, communications, data and/or network. You acknowledge Your responsibility to take reasonable measures to protect the security of any equipment connected to the Service, including maintaining at Your cost an up-to-date version of anti-virus and/or firewall software to protect Your computers from malicious programs. We may suspend your Service until the problem is resolved in the event of a malicious program infecting your computer that causes a violation of Millry Communications’

Acceptable Use Policy. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension.

**4.6. E-Mail Privacy.** Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination and total privacy cannot be guaranteed. You agree that We may examine mail on Our own mail servers when allowed under law or as part of system maintenance or troubleshooting, for example, when investigating e-mail delivery problems or pursuant to a valid state or federal civil or investigative demand.

## **5. Fees and Payment**

**5.1. Fees; Taxes; Charges; Payment Terms; Other Charges.** Our bills are subject to payment in accordance with Our existing schedule of prices (“the Millry Price List”), subject to any pricing commitments contained in the Service Application, without deduction or setoff of any kind. Recurring monthly fees are due and payable in advance of each monthly billing period for which You have purchased Service. Monthly fees are non-refundable. The initial invoice may include the fee for installation, and may include other applicable non-recurring installation charges including, but not limited to, charges for Equipment and inside wiring.

**(a) Statement.** Should we offer electronic statements, you must choose to receive, either an electronic or paper bill for Services.

**(b) Payment.** You agree to remit a check, money order, credit card or debit card payment, or electronic funds transfer to the address We provide in your monthly statement, to any of our local business offices or to any electronic payment system We may utilize. We will apply your payments first to any unpaid interest charges and then to each unpaid invoice, beginning with the most recent. If Your check, draft or similar instrument (collectively “check”) is returned unpaid by a bank or other financial institution to Us for any reason, we will bill you a bad check charge of thirty dollars (\$30.00). In addition, You are responsible for replacing the returned check with a payment in cash or equivalent to cash, such as a cashier’s check, certified check or money order prior to the payment due date. In such case, the bill is not considered paid until We receive full payment in immediately available funds.

**(c) Late Payment.** Interest will accrue on any charges not paid when due at the lesser of one and one half percent per month (1.5%) or the maximum rate permitted by applicable law. If We do not receive payment by the due date We may suspend your Service or terminate this Agreement without notice. Such suspension or termination will not relieve You of your obligation for all billed and accrued charges, plus any Termination Fees. We reserve the right to correct and charge under-billed amounts for a period of ninety (90) days after the incorrect statement was issued.

**5.2. Payment Authorization.** If you arrange to participate in any electronic or draft payment system We may offer, We may charge Your credit card or debit card (a “Card Payment”) or initiate an electronic funds transfer out of Your bank account (“EFT Payment”) for payment of all Service fees, any Termination Fees or any other amounts payable under the Agreement. You must provide current, complete, and accurate information for Your billing account and promptly update any changes (such as a change in billing address, credit card

number, credit card expiration date, bank account number). If We are unable to process and receive payment via Your credit or debit card, Your account may be immediately suspended or terminated, and You will remain responsible for all amounts owed Us under this Agreement. Your card issuer agreement governs use of Your credit or debit card payment in connection with the Service, your rights and liabilities as a cardholder, or for any charges related to your use of your charge over your credit limit or similar violations of your card issuer agreement.

**5.3. Disputes and Partial Payments.** We will make available to You a statement for each billing cycle showing payments, credit purchases and other charges. If You dispute the validity of a charge or need additional information regarding a charge, you must contact Us within forty (45) days of receiving the statement containing the charge. Such a dispute will not relieve you of your obligation to pay your full bill on time. We may, but are not required to, accept partial payments from You. If partial payments are accepted, they will be applied first to the oldest outstanding charges. If You send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, We may, but are not required to, accept them, without losing any of our rights to collect all amounts owed by You under this Agreement.

**5.4. Reactivation.** If Your Service is suspended or terminated due to Your default or violation of this Agreement, We may require before reactivating service: (a) an additional deposit or advance payment; (b) a reactivation fee; (c) all outstanding amounts owed for service rendered; and (d) if installation or new Equipment is required, appropriate installation or Equipment charges. Advance payments will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If You fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Such credit amounts shall not earn or accrue interest.

**5.5. Credit Inquiries and Deposits .** You authorize Us to make inquiries and to receive information about Your credit experience from others, including credit reporting agencies, enter this information in Your file and disclose this information concerning You to appropriate third parties for reasonable business purposes. If it is determined that you may be a credit risk based on (1) an unsatisfactory credit rating or lack of credit history; (2) a record of late payments for either present or past bills (including Our bills); or (3) prior fraudulent, illegal, or abusive use of any Our services; then as a condition of service we may require that you place a deposit with us or make an advance payment to secure payment for the Services we provide to you. Your deposit and/or advance payment will not exceed the amount of any non-recurring charges to initiate service, plus the estimated recurring monthly charges for one (1) month of Services billed in advance, plus the estimated usage charges for two (2) months of Services billed in arrears, such as long-distance service, plus any applicable equipment deposit. You will not receive interest on any advance payment, which will be applied to all subsequent bills until exhausted. You will receive interest on any deposit at the rate of seven percent (7%), which shall be added to and considered part of your deposit. If you fail to pay for the Services when due, or if you cancel or otherwise terminate the Services and thereby incur any termination fees or other expenses, we may, without providing you notice, apply the deposit to offset the amount you owe us. If you pay your bills by the due date for twelve (12) consecutive billing months, we will credit your account with the deposit. If there is a credit balance on your account after the deposit

is applied, we will refund or credit that amount to you. Please allow up to four (4) weeks for the processing of a refunded deposit.

**5.6 Credit Limits.** Based on your payment history or your credit score obtained from credit reporting agencies, We may set a credit limit on your account at any time. If you exceed your credit limit, we may restrict your access to the Services we provide, such as direct-dialed and operator-assisted long-distance services and calls requiring a 900 or 976 prefix. In the case of telephone service, this restriction on your access to the Services will not affect your access to or use of 911 emergency services.

## **REVISING, CANCELLING OR SUSPENDING YOUR SERVICE**

### **6. Modifications and Terminations**

**6.1. Modification of the Agreement, Including Price Changes.** From time to time, We may revise the prices and charges for Our Services as follows: (1) Price decreases or changes in the collection of taxes or government imposed fees or surcharges will be made with no prior notice to you; (2) Promotional pricing and terms, or other pricing commitments, will expire in accordance with the terms applicable to each promotion or commitment, without further notice to you. Upon the expiration of any such promotion or commitment, prices may be revised in accordance with the provisions of this paragraph; (3) All other price increases, or changes in non-pricing terms and conditions will be effective no sooner than thirty (30) days after we provide written notice to you. Such written notice under this paragraph may be provided in a bill insert, as a message printed in or on the Our bill, in a separate mailing, by email, or by any other reasonable method at Our discretion. If you do not accept the modified rates, charges, or terms and conditions of the Agreement, or the modified operation of the Service, you must terminate the Service and this Agreement in writing within thirty (30) days of the date of the notice. Use of the Service after the effective date of such changes or additions constitutes Your acceptance of such changes. **YOUR SOLE REMEDY FOR ANY CHANGE MADE BY US IS THE RIGHT TO TERMINATE THIS AGREEMENT BY THIS DEADLINE.**

**6.2. Modification of the Service.** We may discontinue, add to or revise any or all aspects of the Service in Our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service. Without limiting the foregoing, We reserve the right at Our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, or other content provided to You by Us in connection with the Service. We may, but are not required, to notify You by e-mail, online via one of more of the websites within the Service or by other electronic notice at least fifteen (15) days before any material change in the Service if within Our control or as early as practical if caused by a third party. If You do not agree to such changes, then You must cancel Your subscription and stop using the Service prior to the effective date of such changes. Use of the Service after the effective date of such changes or additions constitutes Your acceptance of such changes. In addition, for Broadband customers We may take any action consistent with our Acceptable Use and Fair Access Policies, including actions to (a) prevent bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if Your e-mail account has not been accessed by You within a time We may establish from time to time, (c) instruct Our system not to process e-mail or instant messages due to space

limitations, (d) make available to third parties information relating to Us or our subscribers, subject to the provisions contained in Section 8 of this Agreement, (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers.

**6.3. Termination by You.** You may you cancel your order before the first of the ordered Services is installed, without charge. Service will be considered installed when such service is activated and ready for use, regardless of whether you are actually using such Service or have connected it to any equipment inside your premises. If you cancel your order after installation, you will be responsible for all installation and connection charges, any billed or accrued, but unpaid, service charges through the date of cancellation (including for service paid in advance), any charges for damaged or unreturned Equipment and any Termination Fees. Any termination notice may be by telephone or in person during normal business hours or by email, and must be acknowledged in writing. Termination of service after installation shall be effective upon five (5) business days' notice.

**6.4. Termination or Suspension by Us.** We may modify or terminate service as provided in Section 6.2. In addition to exercising any other rights under law, We may also terminate all Service upon: (a) Your breach or violation of any term or provision of the Agreement (including, if applicable, the Acceptable Use Policy and/or Data Allowance Policy); (b) Your use of the Service in such a way as to cause damage to or degradation of Our Equipment or system; or (c) Your insolvency, appointment of a receiver or trustee for You, Your execution of an arrangement for the benefit of creditors or similar proceeding, or initiation by any party of any other proceeding involving You as debtor under Bankruptcy Code.

**6.5. Post-Termination or Suspension Obligations.** Except as provided herein, should your Service, or any portion, be terminated or suspended, all amounts owed for prior Service will become immediately due and payable, in addition to any Termination Fees, and all of Our Equipment relating to such Service must be returned immediately. You acknowledge that the Equipment has an actual value greater than its purchase price because it is a means to receive programming not otherwise available to non-subscribers, and upon termination you agree to pay us \$50.00 for each modem not returned to Us and \$25.00 for each surge protector not returned to Us. Charges for the non-return of other equipment shall be based on a schedule maintained by the Company. Should you fail to return the Equipment, We may automatically add charges for payment of the Equipment and draft the credit card or checking account that You have left on file with Us for payment. The failure to return any Equipment at the termination of the Service for which the Equipment was required will also result in Us withholding any deposit still in our possession, and the amount of that deposit will be credited towards the purchase price of the Equipment as those prices are set forth above. We retain sole discretion as to whether to allow Service to be reconnected after termination due to a breach or violation of the Agreement. You will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay any Termination Fees and other charges that may be due as a result of or in connection with such cancellation, termination or suspension. You will not, however, be responsible for any Termination Fees in the event of cancellation by Us under Section 6.2 unrelated to a breach or cancellation of this Agreement on your part or Your Termination under Section 6.1 or 6.2 due to a price or term modification that has the effect of increasing the cost of

our service to you (other than a tax increase) or materially changing the Service, although you will remain liable for all other accrued, but unbilled charges through the termination date (including any charges paid in advance). Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by You or any user of your account. You agree to pay the reasonable costs of any action We take to collect amounts not paid when due under this Agreement, including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.

## **IMPROPER AND PROPER USE OF YOUR SERVICE**

### **7. Permitted Use and Restrictions on Use.**

**7.1 Responsibility for Use of the Service.** In addition to your other responsibilities under this Agreement, You agree: (i) upon request, to take all actions necessary in order to install and activate the Services; (ii) to provide adequate facilities to house and operate Our equipment; (iii) to not resell the Services to any third party except as provided in 4.4; (iv) to comply with all federal, state, and local laws, rules, regulations and tariffs that apply to the Services or this Agreement; (v) to be solely responsible to establish and maintain security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to your computers, services or other equipment through the Services; (vi) to be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services by persons accessing those Services through your facilities, equipment or Service Address; (vii) if a business, partnership or joint account authorize and identify to us at least one individual who is authorized to represent you on any aspect of the Services and your account (including, all requests for moves, additions, deletions or changes to the Services) and to notify us of any changes to the billing address; and (viii) to notify us immediately of any loss of service or other problems with any of the Services.

**7.2. Software License.** Subject to the terms of this Agreement, We grant You a personal, non-exclusive, non-assignable and nontransferable license to use and display the software provided to You in connection with the Service (including any updates) only for the purpose of accessing the Service ("Software") on any machine(s) which You are authorized to use. Unauthorized copying or reverse engineering of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as We permit in writing. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination of this Agreement and the license.

**7.3. Restrictions on Use of the Service.** We may immediately suspend the Service if You engage in any prohibited activity under this Agreement. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with Our Acceptable Use and Fair Access Policies located at [www.millry.net/usage.htm](http://www.millry.net/usage.htm) and [www.viasat.com/legal](http://www.viasat.com/legal) respectfully, both of which are incorporated into and made a part of this Agreement and you are responsible for compliance with such policies by others that use your



service. You do not own, nor have any rights, other than those expressly granted to You, to a particular IP address, even if You have ordered a static IP address.

**7.4. Data Allowance Policy. (Broadband Customers Only)** If Your usage exceeds the limits set forth in the Data Allowance Policy, Service Application, or Millry Price List, We may reduce the bandwidth available to You on a temporary basis or require You to upgrade to a Service offering providing for more usage. Continued violation of the Data Allowance Policy is a breach of this Agreement by You and will result in the termination of this Agreement. For specific limitations please see the description of the service plan selected on Your Broadband Services Application.

**7.5. No Unauthorized Use of Millry Communications Equipment or Software.** You are strictly prohibited from altering, modifying, or tampering with the Our Equipment, Software or Service or permitting any other person to do the same without Our authorization. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

## **OTHER**

**8. Use and Control of Information; Service Provider Communication; Ads.** We may, without obligation, liability or notice, except to the extent prohibited by applicable law, distribute, loan, sell or otherwise share with other persons or entities user lists, (Your account information that does not identify customer by name, address or similar personally-identifiable information), as well as aggregate information. Aggregate information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Service. This shall not be construed to limit Our use of other information not addressed in this Section. You agree that We, in Our reasonable good faith discretion, and without notice, to provide Subscriber and user information and records to (i) the courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, We may maintain and use internally such information and records. Information generated by or in connection with our administration of the Service shall be and remain Our exclusive property. You acknowledge that communications with Us, our representatives and our contractors may be monitored or reviewed for quality control and other reasonable business purposes. You also acknowledge that advertising and promotion may occur on the Service and also that neither You nor any user shall have any claim with respect to any proceeds from such activities. Millry Telephone Company, Inc.'s Customer Proprietary Network Information ("CPNI") policy can be found at [www.millry.net/cpni.htm](http://www.millry.net/cpni.htm).

**9. Limited Warranty; Disclaimer of Warranties; Limitation on Damages.** THE SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BROADBAND SPEEDS, VIDEO AND TELECOMMUNICATION TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS OR INFORMATION ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY OUR EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WE MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION, VIDEO AND/OR DATA RESIDING ON OR PASSING THROUGH AND/OR OVER THE NETWORK.

WITH RESPECT TO CLAIMS ARISING OUT OF PROVISION OF THE SERVICES SET OUT IN THIS AGREEMENT, OUR LIABILITY OF AND THAT OF OUR EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES, OR AGENTS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE GREATER OF TOTAL CHARGES APPLICABLE TO THE SERVICE FOR ONE YEAR OR THE THEN CURRENT TERM OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL WE OR OUR EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES, OR AGENTS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, NOTWITHSTANDING THEIR FORESEEABILITY OR DISCLOSURE BY YOU TO US, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM DELAY, LOSS OF DATA, PROFITS, OR GOODWILL. SHOULD WE PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES, THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH WORK. WITHOUT LIMITING THE FOREGOING, YOU SPECIFICALLY AGREE THAT WE SHALL NOT BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY THE SERVICES. YOU ACKNOWLEDGE THAT THE PRICING OF SERVICES UNDER THIS AGREEMENT REFLECTS THE INTENT OF THE PARTIES TO LIMIT OUR LIABILITY AS PROVIDED HEREIN.

UNLESS OTHERWISE PROVIDED IN THE SERVICE ORDER OR PRICE LIST, IF THERE IS AN INTERRUPTION OR FAILURE OF SERVICES IN EXCESS OF TWO (2) HOURS, CAUSED SOLELY BY US AND NOT BY YOU, A THIRD PARTY, OR OTHER CAUSES BEYOND OUR REASONABLE CONTROL, YOU MAY BE ENTITLED TO A SERVICE CREDIT, THE AMOUNT OF WHICH SHALL ACCRUE FROM THE TIME THAT WE ARE NOTIFIED OF AN INTERRUPTION OR FAILURE OF SERVICES UNTIL WE HAVE RESTORED YOUR SERVICES OR OTHERWISE REMEDIATED THE REPORTED PROBLEM. SUCH CREDIT SHALL BE CALCULATED AS ONE SEVEN-HUNDRED-AND-TWENTIETH (1/720) OF THE APPLICABLE FIXED MONTHLY CHARGES FOR EACH HOUR THEREOF. YOU SHALL FORFEIT ANY ENTITLEMENT TO SUCH CREDIT IF YOU EITHER DENY US, OR FAIL TO PROVIDE US WITH, LAWFUL ACCESS TO ANY PART OF YOUR PREMISES TO WHICH ACCESS IS NECESSARY IN ORDER TO REPAIR THE PROBLEM. NOTWITHSTANDING THE PROVISIONS CONTAINED WITHIN THIS SECTION, WE SHALL NOT BE LIABLE FOR ANY REFUND IF THE INTERRUPTION OR FAILURE OF SERVICES IS CAUSED BY ANY OF THE EVENTS DESCRIBED OR REFERRED TO IN SECTION 15 BELOW OR IF THE INTERRUPTION OR FAILURE OF SERVICES IS CAUSED BY ANY MAINTENANCE, SERVICE REARRANGEMENT, OR CHANGE TO YOUR ORDER OR SERVICES WHICH

WAS SCHEDULED OR NEGOTIATED PRIOR TO THE INTERRUPTION OR FAILURE OF SUCH SERVICES.

THIS SECTION 9 SURVIVES AND WILL CONTINUE TO APPLY AFTER THIS AGREEMENT ENDS.

**10. Dispute Resolution.** The Alabama Public Service Commission (“APSC”) has jurisdiction over the following complaints arising from Alabama intrastate residential telecommunications (telephone) services: inaccurate billing, billing of telecommunications services not ordered on your behalf and the establishment or disruption of telecommunications service. You may contact the APSC to file a complaint through its web page at <http://www.psc.state.al.us> or by telephone at 1-800-392-8050.

**IT IS IMPORTANT THAT YOU READ THIS PARAGRAPH CAREFULLY. IT PROVIDES FOR RESOLUTION OF DISPUTES (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY), THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT (OTHER THAN ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE US), INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BASED ON ANY SERVICE OR ADVERTISING OF THE SERVICE RELATED THERETO, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (“FAA”), 9 U.S.C. §1-16. ANY QUESTION REGARDING WHETHER A PARTICULAR CONTROVERSY, OR THE PROCEDURES THEREIN, IS SUBJECT TO ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR. YOU HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL IN THE ARBITRATION. THE ARBITRATOR SHALL BE BOUND BY AND STRICTLY ENFORCE THE TERMS OF THIS AGREEMENT AND MAY NOT LIMIT, EXPAND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT IN CONDUCTING THE ARBITRATION AND MAKING ANY AWARD. THE ARBITRATION WILL BE BASED SOLELY ON THE WRITTEN SUBMISSIONS OF THE PARTIES AND THE DOCUMENTS SUBMITTED RELATING TO THE DISPUTE, UNLESS EITHER PARTY REQUESTS THAT THE ARBITRATION BE CONDUCTED USING THE AAA’S TELEPHONIC, ON-LINE, OR IN-PERSON PROCEDURES, FOR WHICH ADDITIONAL CHARGES MAY APPLY. ANY IN-PERSON ARBITRATION WILL BE CONDUCTED AT A LOCATION THAT THE AAA SELECTS IN THE STATE OF YOUR PRIMARY RESIDENCE. ARBITRATIONS UNDER THIS AGREEMENT SHALL BE KEPT CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.**

THE ARBITRATION OF ANY DISPUTE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL OR CONSUMER, AS APPLICABLE, ARBITRATION RULES AND FEE SCHEDULE OF THE AAA, AS MODIFIED BY THIS AGREEMENT. THE APPLICABLE AAA RULES SHALL BE THOSE RULES WHICH GOVERN THE AMOUNT AND TYPE OF DISPUTE INVOLVED AND WHICH ARE IN EFFECT ON THE DATE A DISPUTE IS SUBMITTED TO THE AAA. A

COPY OF THE AAA'S ARBITRATION RULES IS AVAILABLE BY WRITING TO US AT P.O. BOX 45, MILLRY, ALABAMA 36558.

DISPUTES UNDER THIS AGREEMENT MAY NOT BE JOINED WITH ANOTHER PROCEEDING, INCLUDING ANY INDIVIDUAL OR CLASS LAWSUIT. THE ARBITRATOR MAY NOT AWARD, AND YOU AND WE WAIVE ANY CLAIMS FOR AWARDS FOR PUNITIVE OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR ANY DAMAGES THAT ARE BARRED BY THIS AGREEMENT, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A RELEVANT STATUTE. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS (2) AFTER THE DATE THE BASIS FOR THE DISPUTE OR CLAIM FIRST ARISES, OR WITHIN SUCH OTHER TIME PERIOD AS MAY BE PRESCRIBED BY RELEVANT STATUTE. BEFORE EITHER PARTY TAKES A DISPUTE TO ARBITRATION, SUCH PARTY MUST FIRST ATTEMPT TO RESOLVE THE DISPUTE BY CONTACTING THE OTHER PARTY. TO DO THIS YOU SHOULD CONTACT THE CUSTOMER SERVICE NUMBER ON YOUR BILL, OR WRITE TO US AT THE ABOVE ADDRESS OR CONTACT US THROUGH THE WEB AT WWW.MILLRY.NET. IF WE ARE NOT ABLE TO SATISFACTORILY RESOLVE THE DISPUTE WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE OF THE INITIAL NOTIFICATION OF THE DISPUTE, EITHER PARTY MAY CONTACT THE AAA IN WRITING AT AAA SERVICE CENTER, 2200 CENTURY PARKWAY, SUITE 300, ATLANTA, GA 30345-3203 (TEL 404-325-0101; FAX: 404-325-8034) AND REQUEST ARBITRATION.

THE AAA'S FILING FEE AND ADMINISTRATIVE EXPENSES FOR DOCUMENT ARBITRATION WILL BE ALLOCATED ACCORDING TO THE RULES OF THE AAA, EXCEPT, AS STATED HEREIN, FOR CLAIMS OF LESS THAN \$10,000, MILLRY COMMUNICATIONS WILL PAY ALL OF THE AAA'S COSTS AND FEES OTHER THAN A FILING FEE OF \$20, WHICH YOU MUST PAY. FOR CLAIMS BETWEEN \$10,000 AND \$75,000, WE WILL PAY ALL OF THE AAA'S COSTS AND FEES, EXCEPT THAT YOU WILL PAY A FEE TO THE AAA OF NO MORE THAN \$375. IF YOU ELECT AN ARBITRATION PROCESS OTHER THAN A DOCUMENT ("DESK") OR TELEPHONE ARBITRATION, YOU MUST PAY YOUR ALLOCATED SHARE OF ANY HIGHER ADMINISTRATIVE FEES AND COSTS FOR THE PROCESS YOU SELECT.

ADDITIONAL INFORMATION ABOUT THE AAA'S RULES AND POLICIES IS AVAILABLE AT THE AAA'S WEBSITE, [WWW.ADR.ORG](http://WWW.ADR.ORG), INCLUDING INFORMATION REGARDING THE AVAILABILITY OF A *PRO BONO* ARBITRATOR AND/OR A WAIVER OR DEFERMENT OF FEES AND EXPENSES FROM THE AAA. SUBJECT TO APPLICABLE SUBSTANTIVE LAW THAT MAY PROVIDE OTHERWISE, EACH PARTY WILL PAY ITS OWN EXPENSES TO PARTICIPATE IN THE ARBITRATION, INCLUDING ATTORNEYS' FEES AND EXPENSES RELATED TO THE PRESENTATION OF EVIDENCE, WITNESSES, AND DOCUMENT PRODUCTION. IF YOU PREVAIL IN THE ARBITRATION, YOUR ARBITRATION FILING FEE WILL BE REIMBURSED BY US. IF WE PREVAIL IN THE ARBITRATION, AND WE SHOW THAT YOU ACTED IN BAD FAITH IN BRINGING YOUR CLAIM AGAINST US, THEN WE MAY SEEK TO RECOVER THE AAA'S FEES AND REASONABLE EXPENSES OF THE ARBITRATION

FROM YOU. IF ANY PROVISION OF THIS DISPUTE RESOLUTION SECTION IS DETERMINED TO BE UNENFORCEABLE, THEN THE REMAINDER SHALL BE GIVEN FULL FORCE AND EFFECT.

THIS SECTION 10 SHALL NOT APPLY TO ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE US.

**11. Indemnification.** You shall indemnify and hold US harmless from and against any and all claims, losses, damages, liabilities, fees and expenses incurred by Us (including attorneys' fees and expenses) or You resulting from, arising out of, or connected with any breach or violation by You of any terms and conditions set forth in this Agreement and Your use of the Service in any manner whatsoever.

**12. Notices; Facsimile Signatures.** All notices required by this Agreement may be made by any reasonable means, including, but not limited to, email or publication over the Service. The delivery of any party to the other of a telecopy or facsimile signature to the Service Application, this Agreement or any notice hereunder shall have the same effect as the delivery of an original signature; provided however, that the party thereafter shall promptly deliver an original signature page to the other (although any failure or delay in the delivery of an original signature shall not vitiate or impair the legally binding effect of a telecopy of facsimile signature).

**13. Binding Effect.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their successors and permitted assigns of You; provided, however, that neither the equipment nor this Agreement nor any of the rights, interests or obligations of You hereunder or to the equipment may be transferred, assigned or delegated without Our prior written consent.

**14. Governing Law and Forum/Collection Costs.** Subject to the arbitration and dispute resolution requirements of Paragraph 10, this Agreement is governed by and construed in accordance with the laws of the State of Alabama and You consent to the jurisdiction of the federal District Courts of Alabama and the Circuit and District Courts of Washington County, Alabama with respect to any dispute arising under this Agreement. Any final arbitration award or judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law. You agree to pay all costs of collection, including all reasonable attorney's fees and expenses, incurred by Us arising from or related to the collection of any amounts due under this Agreement. The right to such attorney's fees and expenses shall be deemed to have accrued from the commencement of any such activities and shall be enforceable whether such action is filed or prosecuted to judgment. Nothing herein contained shall be construed to preclude or in any way prohibit Us from instituting and otherwise prosecuting to judgment a lawsuit in any court of competent jurisdiction to effect the collection of any sums due it. The printed or electronic version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative hearing based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**15. Force Majeure.** We are to be excused from performance hereunder for any period, to the extent that it is prevented from such performance, in whole or in part, as a result of delays caused by an act of God or other cause beyond Our control, including, without limitation, weather, acts of third parties, or outages on other systems.

**16. Reformation; Severability.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, and the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

**17. Waiver.** Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**18. Web Service (Broadband Only).** Millry Communications grants you non-exclusive, non-transferable, limited license to store documents on a Millry Communications Internet World Wide Web server in accordance with this Agreement. We will bill for usage in accordance with rate and prices published online at the time of use. Personal web space may not be used for commercial purposes. Commercial web space is available as an optional service. You are responsible for domain name registration and for any associated fees. Provided however, that if selected by you as an optional service, We will register an available domain name on your behalf and charge you a registration fee and the initial term fee charged by such third party for owning the domain name. We shall also charge an initial nonrecurring setup fee for adding your registered name on the Millry Communications domain name server and a monthly recurring fee for each month the site is hosted.

**19. Calling Card Services.** By activating or using a Millry calling card, you agree that Millry or any billing agent we may use may release to Millry any customer account information related to your use of the card. In the event that a Millry Calling Card is used to place calls using other carriers, such calls shall be subject to the rates, terms, and conditions of such other carrier(s), and customer agrees to pay any such charges. You may authorize others to use your Millry Calling Card, but you will remain responsible for all charges. If your Millry Calling Card is lost or stolen, you are responsible for charges incurred until the time you notify Millry at the number on your Millry bill or by any verified electronic communication that may be provided by Millry for that purpose. Millry may take any action it deems appropriate in the event it suspects calling card fraud, including, but not limited to, suspending or terminating the card without notice. Your card may also be subject to a maximum monthly usage limit.

**20. Time Calculations.** Unless otherwise provided in the Service Application, Any usage-sensitive charges under the Agreement begin when the connection is established and end when one or both parties hangs up. Long-distance telephone calls within the continental United States of America will be timed in six (6) second increments, and the time of the call will be rounded up to the nearest six (6) second increment. Long-distance telephone calls terminated outside of the continental United States will be timed in one (1) minute increments, and the time of the call

will be rounded up to the nearest one (1) minute increment. **REFER TO THE SERVICE DESCRIPTIONS AND RATES APPLICABLE TO YOUR SPECIFIC SERVICE FOR ANY PLAN SPECIFIC USAGE CHARGES AND OPTIONS.**

**21. Miscellaneous.** This Agreement, along with the Service Application and the Millry Price List, and any other documents incorporated by reference herein, constitutes the entire agreement of the parties with respect to the Services and/or Equipment provided hereunder, above, and cannot be amended or modified except as provided in this Agreement.

Last Revised December 27, 2006