

Terms and Conditions

These Terms and Conditions (and all applicable addenda attached hereto or incorporated by reference (collectively, the "Terms and Conditions") are made between Dickey Rural Telephone Cooperative and its respective subsidiaries and affiliates (collectively, "DRN", "us", "we" or "our") and you ("Customer", "you" or "your") for the services identified by or in an order form(s), work invoice(s), and/or other DRN-authorized service order or work order documentation or information provided to or requested by Customer (collectively, the "Service Order"). DRN and Customer may be referred to individually as a "Party" or collectively as "Parties." These Terms and Conditions and the Service Order are collectively referred to herein as the "Agreement".

Customer acknowledges and agrees (i) the Services are provided subject to the Terms and Conditions, (ii) the Terms and Conditions shall be deemed incorporated into any Service Order executed by the Parties and the Parties' signature on or acknowledgement of such Service Order shall be evidenced of the Parties' adoption of the Terms and Conditions for the Service Order, (iii) this Agreement shall supersede and replace any prior Service Order or agreement between the Parties, and (iv) in the event that DRN provides Service to a Customer that fails or refuses to sign a Service Order, Customer's payment of the invoice or use of the Service shall be conclusive evidence of Customer's acceptance of this Agreement.

1. Products and Services. DRN shall provide certain services and products to Customer pursuant to this Agreement. Customer may submit one or more orders to DRN for services, equipment or materials including (a) certain network services ordered from DRN, which include but are not limited to local, long distance (including international long distance), facsimile service, data telecommunication services (including digital subscriber line, satellite, wireless, Ethernet transport or fiber), broadband, IP TV ("IPTV"), digital TV, analog TV cloud or hosted services, Managed IT services and other related telecommunications services, features or functions at the physical locations identified in a Service Order (collectively, the "Services") along with a separate service term for each Service Order, (b) certain equipment, software or materials, whether sold, licensed or leased to Customer, which may be required in connection with the Services (collectively, the "Products") and (c) delivery location of the Services or Products (the "Premises"). DRN retains title to the Products used to deliver the Services, except for Products sold to Customer. DRN will use all commercially reasonable efforts to deliver the Services on or before the date set by DRN. Customer understands that an interruption of Services may occur in transferring the Services from the Customer's current provider to DRN, despite DRN's commercially reasonable efforts to switch the Services without interruption.

2. E911 Disclosure Statement; 911 Calls from Remote Phones.

(a) DRN is subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to its customers. As is the case with E911 service provided with traditional telephone service, you are advised that the E911 service provided by DRN:

(i) may not function with the loss of electrical power, including, but not limited to, the loss of power to telephone equipment or other equipment necessary to route E911 calls to the appropriate emergency call center;

(ii) will not function at a remote location or may transmit incorrect physical location information for the caller if calls are made from an off-premises extension, bridged on-premises extension, dedicated circuit, dry copper pair, or other communications link to another physical location;

(iii) will not function if the telephone equipment or other equipment necessary to place calls is not correctly configured;

(iv) may not transmit the correct physical address for the E911 call due to incorrect information provided by you, use of a non-native telephone number or delays in loading or updating automatic number identification and location information into the E911 databases;

(v) may not be capable of being received and/or processed by an emergency call center due to the center's technical limitations; and

(vi) may be affected by other factors or events, such as the quality of the broadband connection and network congestion.

(b) Your acknowledgement and agreement to the Service Order(s), this Agreement or your continued use and payment for the Services or Products will serve as your acknowledgement that DRN has advised you of these potential limitations. The actual physical location of the building (as assigned by the county E911 coordinator) where the primary service line is delivered shall be the registered location that will be provided to the emergency call center when you place a 911 call.

3. Customer's Obligations. Without limiting any other obligations Customer may have hereunder, Customer hereby authorizes, represents and warrants, agrees to and/or shall:

(a) Customer is of legal age to enter into this Agreement if an individual and if an entity has the full power and authority to enter into this Agreement;

(b) provide and maintain, as applicable, adequate space, power (including batteries, if such Products are powered by batteries), broadband internet connection and climate control, for the Services and the Products;

(c) provide DRN with continuous and reasonable access and rights to the Premises for access to all equipment and facilities, including, but not limited to, routes for DRN's cable access, antenna mounting, wall penetration and wall attachments to the Premises;

(d) authorizes DRN to Customer's consumer report or credit report from consumer reporting agencies and Customer certifies any information contained in such consumer report is true and accurate to the best of Customer's knowledge;

(e) Customer is responsible for the perfecting and establishing warranty and maintenance for any promotional consumer electronics provided by DRN, including, but not limited to, all costs for such warranty and maintenance; and

(f) pay DRN:

(i) in advance or arrears for monthly charges billed by DRN for the Services and Products on the twentieth (20) day of each month or as agreed to in a Service Order or otherwise (e.g., pursuant to

authorizations or elections granted or made through DRN's online customer portal), with adjustments applicable to following months, including the applicable late payment fee per month as published by DRN from time to time, which the first monthly invoiced amount will include the period from the installation of the Service(s) through the end of the month, including installation charges for the Services or Products;

(ii) all charges for the Service and Products, including, but not limited to (A) any unauthorized charges, fraudulent charges, charges incurred due to hacking of your account or incurred by a third party in relation to the Services or Products, (B) all undisputed portions of charges and (C) all service charges for visits to the Premises (unless waived);

(iii) any damages caused by Customer, or allowed to be caused, to the Products, including, but not limited to, Customer's negligence or willful acts or by fire, electrical, lightning surges, or any other cause except DRN's equipment malfunction;

(iv) all non-recurring charges (e.g., installation fees, setup fees, reconnect fees, and other fees related to providing the Services or Products) associated with the installation or delivery of the Services or Products, unless specifically waived on the Service Order submitted for the Services or the Products;

(v) any deposit required by DRN, which such deposit based on applicants credit history; and

(vi) all applicable taxes, including, but not limited to, federal, state, or local use, excise, sale, access, franchise, license fees, taxes, duties, or other governmental taxes, fees or liabilities incurred by Customer, however designated, whether charged to or against DRN or Customer for the Services or Products furnished by DRN;

(g) take all necessary and reasonable precautions in:

(i) guarding against the acts or causes of any action to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with the Products, the Services or any facilities or equipment installed or owned by DRN;

(ii) prohibiting the use the Services, the Products, or any facilities or equipment installed by DRN for any purpose (legal or otherwise) other than as contemplated by this Agreement; and

(iii) maintaining and operating Customer's activities, facilities, and equipment to protect against hazard or injury and to avoid interfering with the Services or the Products;

(h) upon cancellation or termination of any Service:

(i) return to DRN or allow DRN to retrieve the Products undamaged and in good working order and condition;

(ii) pay DRN the charges identified in a Service Order for any damaged or unreturned Products; and

(iii) pay DRN for any applicable Termination Fee (defined below) and promotional credits, promotional gifts or promotional consumer electronics DRN provided in connection with the Products or Services;

(i) Customer shall not:

(i) use the Services, the Products or any facilities or equipment of DRN for any unlawful, fraudulent, improper or inappropriate purposes;

(ii) use any automated means to manipulate the Services or Products;

(iii) commit or support the unauthorized access to prohibited areas in connection with or in relation to the Products or Services (such violation may lead to Service and Product termination and/or criminal prosecution);

(iv) sell, re-sell, distribute or allow to be distributed any of the Services or Products provided by DRN;

(v) during the term and Services or Products are provided and for a period of 2 years thereafter, Customer shall not hire, retain or attempt to hire or retain any employee or independent contractor of DRN or in any way interfere with the relationship between DRN and DRN employees or independent contractors; and

(vi) use DRN products or services to compete with DRN in providing any of the Products or Services, without regulatory, franchise and jurisdictional authority, DRN's prior written consent; and

(j) Customer shall:

(i) notify DRN by phone, email or web before the due date of any invoice in which Customer has a dispute, Customer acknowledges and agrees that any failure to dispute the charge prior to the due date will be deemed a waiver of any right to dispute such invoiced amount;

(ii) be solely responsible for the contents of his, her or its usage of the Services and Products;

(iii) comply with all regulations, policies and procedures of networks connected to the Services; and

(iv) to the extent Customer becomes actually aware, report misuse or abuse of the Services or Products provided by DRN to 701-344-5000.

4. Legal Compliance.

(a) You expressly agree that you are subject to and will comply with all applicable laws, rules and regulations related to your use of the Services and the Products, including, without limitation, wiretapping, eavesdropping, privacy, voyeurism, child pornography or similar laws, and that your use of the Services and Products is at your own risk. You are solely responsible, and we shall have no liability whatsoever, for any and all pictures, audio,

video or other data that you upload, download, monitor, record, store, post, email, transmit, disclose or otherwise make available using the Products or the Services.

(b) You are required and agree to maintain compliance with all applicable state and federal call recording laws and regulations, and under no circumstances shall DRN be held responsible or held liable for such compliance. You agree that, if you select settings as part of the Services that involve monitoring, recording, storing, or disclosing oral communications made by you and third parties, you consent to such monitoring, recording, storage and disclosure, on behalf of yourself and any minor children for whom you are the parent or legal guardian. You may need to inform your employees and third-parties whom you call that their calls are being recorded. You are responsible for obtaining any and all legally-required consents when you make a call with call recording enabled.

(c) You acknowledge that DRN may be required by applicable law to disclose communications and records stored by DRN, including, but not limited to, communications related to your use of the Services and the Products, to government agencies and law enforcement. You consent to such disclosure.

(d) The Services and Products are protected by trademark, copyright, patent and/or intellectual property laws and international treaty provisions, which you agree to comply with.

5. Delivery of the Services and Products. The Services and Products provided pursuant to this Agreement are subject to the continuing availability of all underlying facilities and the Services and Products themselves. DRN may modify the pricing, packaging, bundling, underlying provider, technology, term, content, channel line-up of Services upon 30-day notice to Customer. DRN may also terminate any or all Services provided pursuant to this Agreement without further liability to Customer, upon notice to Customer. Any Services or local programming will be provided using "commercially reasonable efforts" and the Services may not be available in all locations. Customer hereby grants DRN the explicit authority to change third party service providers, originating service providers or unlimited long distance service providers for any Service that is not specifically sold, delivered, fulfilled or originated by DRN. DRN may, in its sole discretion and at any time, change the underlying Internet carrier, long distance carrier, television content provider, channel line-up, news group provider, RSS feed, transport company, monitoring company, managed service company, software company or any other underlying service.

6. Suspension of Services. If DRN does not receive payment in full on or before the respective due date, DRN shall have the right, to suspend, disconnect, or discontinue the Services, charge all applicable late fees, disconnect fees, vacation rate fees, reconnect fees and, upon demand from DRN, Customer shall return all Products.

7. Vacation Rate Policy. At DRN's discretion and at vacation rates that are set by DRN, as adjusted from time to time, DRN offers a vacation rate policy that provides cooperative customers the opportunity to temporarily suspend Service during periods of extended absence from their residence within the DRN operating or service territory. The primary purpose is to avoid the full burden of the monthly charges, avoid disconnect and reconnect fees required by regulators, avoid breach of term agreements and avoid delays waiting for physical installation or de-installation of Service. During any period where vacation rates apply, any Service term, agreement or contract, excluding promotions, will be extended by the number of months the Customer utilized the vacation rate relief. In the event that the Service term, agreement, contract or promotional offer stipulates a price guarantee, free use period or similar marketing offer, the duration of such offer will continue through the vacation rate period and such offer shall not be extended. The maximum term for vacation

rates is 12 months after which Service will be disconnected. Early termination penalties may apply if the terms and conditions of this Agreement are not fulfilled.

8. Service Portability & Relocation. DRN provides for Service portability and relocation within the DRN facility based service territory subject to the following conditions: (a) applicable relocation fees will apply, (b) if the Services are under a term agreement, the agreement will transfer without penalty, (c) in the event a Service is not available at the new address of the relocation and such address is within the DRN facility based territory, the then existing term will be waived for only such Service(s) that is unavailable at the new location and (d) all term commitments, penalties and construction fees will be immediately due if the Services provided were made possible by construction investments or fees waived in lieu of a service term commitment, those fees may be prorated. For relocation outside the DRN facility based service territory where services are not relocated, all term commitments, penalties and construction fees will be immediately due if the Services provided were made possible by construction investments or fees waived in lieu of a service term commitment, those fees may be prorated as applicable.

9. System Maintenance. DRN performs scheduled and unscheduled maintenance and repair of the network from time-to-time, including, but not limited to, between 12:00 a.m. and 5:00 a.m. DRN reserves the right to disrupt the Services at any time for emergency maintenance and repair. If Customer experiences an outage of Services for an unscheduled, non-maintenance related outage, and that is not otherwise provided for in this Agreement, then Customer's sole remedy is issuance of any applicable credits pursuant to Section 10. If Customer experiences an outage of Service(s) for a scheduled, regular maintenance related outage, Customer shall not receive any credits unless such outage exceeds twenty-four (24) continuous hours, then such outage shall be credited pursuant to Section 10 herein as if such outage was deemed "unscheduled."

10. Technical Support. DRN performs certain Customer specific technical support services from time-to-time, including, but not limited to, installation, troubleshooting, or repair of Customer hardware or software which may be required in connection with the Services or Products. DRN will use its best efforts to resolve Customer technical problems in a professional, reasonable, and timely matter. Response times may be delayed due to research and inquiries, as may be necessary. DRN does not assure that every request for technical support will be resolved. Customer technical problems may be a result of hardware or software failure, corruption, or user error and may not be correctable. DRN reserves the right to refuse to provide technical support services if it is believed such technical support services may cause damage or create problems, if minimum system requirements are not met, or if technical conditions or Customer requirements are unusual, extensive, or beyond DRN's control as reasonably determined by DRN. DRN will never share anything it may find or come across on a Customer's hardware or software unless required by applicable law to disclose such content or information to government agencies and law enforcement. You consent to such disclosure.

11. Credits.

(a) Product(s). DRN's sole responsibility to Customer for the failure of any Product shall be that Product's repair or replacement determined in DRN's sole discretion.

(b) Service(s). DRN's sole responsibility to Customer and Customer's sole remedy against DRN for any unscheduled interruption, defined as DRN's inability to provide a service level of 99.9% or more, in a 30 day month, of the Services (a "Service Disruption") for DRN Services shall be the issuance of applicable credits as follows: (A) a credit equal to one pro-rated day of Monthly Recurring Charge ("MRC") for each period over

eight (8) continuous hours and up to twenty-four (24) continuous hours during a Service Disruption, and (B) a credit equal to one pro-rated day of MRC for each additional continuous twenty-four (24) hours of Service Disruption above the initial twenty-four (24) hour period. This credit applies only to Service Disruptions caused by problems or failures that are not caused by a Force Majeure and that occur on the DRN side of any interface between DRN's equipment or facilities and the Customer's equipment or facilities.

12. Software, Numbers & IP Addresses. "Licensed Software" means computer software required to use the Products or the Services, "Numbers" means any phone number under the administration of DRN, "IP Addresses" means any number used in conjunction with the Internet to determine the point of origin or destination that is under the administration of DRN (collectively such technical intellectual property is "DRN TIP"). To the extent required for the delivery and Customer's use of the Services and Products as contemplated pursuant to this Agreement, DRN hereby grants Customer a revocable, nonexclusive, nontransferable license to use DRN TIP. Customer has not been granted any ownership in any DRN TIP and Customer expressly disclaims ownership rights in any DRN TIP (or any derivations/improvements thereto). Customer agrees not to (a) copy DRN TIP, (b) reverse engineer, decompile or disassemble DRN TIP, (c) sell, lease, license or sublicense DRN TIP nor (4) create, write or develop derivative software or other software based on DRN TIP or confidential information. All software used on the Premises or by DRN is the property of DRN or its software suppliers and is protected, as applicable, by United States and international copyright laws.

13. Copyright. All content included on DRN websites, print material, emails, DRNTV or in any other communications medium such as text, graphics, logos, button icons, images, audio, video, digital downloads, data compilations and software is the property of DRN or its content suppliers and protected, as applicable, by United States and international copyright laws. The compilation of all content in printed, electronic or in any other communications form is the exclusive property of DRN, its content suppliers and protected, as applicable, by U.S. and international copyright laws.

14. Trademarks. DRN and other marks indicated on our websites, emails, in print, on DRN provided TV or in any other communications medium are registered trademarks of DRN in the United States and other countries. DRN and other DRN graphics, logos, page headers, button icons, scripts, images, video, audio and service names are trademarks or trade dress of DRN. DRN's trademarks and trade dress may not be used in connection with any product or service that is not DRN's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits DRN. All other trademarks not owned by DRN that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by DRN.

15. Customer Information; Customer Account.

(a) Customer Information. Whenever you provide DRN information, you agree to:

(i) provide true, accurate, current and complete information; and

(ii) maintain and promptly update such information to keep it true, accurate, current and complete.

If you provide any information that is, or DRN has reasonable grounds to suspect that the information is, untrue, inaccurate, not current or incomplete, DRN or its third party suppliers may suspend or terminate your Services and refuse any and all current or future Services (or any portion thereof).

(b) Customer Account. If you use the Services or Products, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to:

(i) immediately notify DRN of any unauthorized use of your password or account or any other breach of security; and

(ii) ensure that you exit from your account at the end of each session.

DRN cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 14.

16. Termination

(a) DRN Termination. DRN, at its sole discretion, may terminate the Services or provision of Products at any time, for any violation of the provisions contained in Sections 3 and 16 of this Agreement or for noncompliance with any other provision of this Agreement, including but not limited to, failure to pay all amounts due, rejection of any form of payment, unauthorized access or use of Products or Services, violation of any laws, violation of the Acceptable Use Policy (posted at <http://www.drnel.com/legal/acceptable-use-policy/>), mistreatment of a DRN employee, suspected or actual fraud or misrepresentation or reasonable suspicion thereof, or Customer's bankruptcy, insolvency, assignment for benefit of creditors, or any similar action. If DRN believes its Services or Products have been used for any unlawful purpose DRN may, without notice, forward the relevant communications and/or other information to the appropriate authorities for investigation and prosecution. If DRN terminates any Service or Service Order, demands the return of any Products or demands an equipment fee, then DRN may collect all amounts identified in this Agreement (and applicable Service Order(s)), as if Customer had voluntarily cancelled this Agreement (or a Service Order). DRN has the sole discretion over terms of restoration of the Services or the Products.

(b) DRN Refusal of Service. DRN may refuse to serve Customer until Customer has complied with all governmental regulations, the rules and regulations outlined in this Agreement and any applicable DRN Tariff or published service terms. The Service and Products also may be refused if Customer's installation or equipment is known to be hazardous or of such character that satisfactory Service cannot be given or if the Customer is not current on any indebtedness to DRN.

(c) Customer Termination. Customer may, at any time, terminate any portion of the Services (the "Termination"), upon thirty (30) days prior written notice to DRN and shall pay to DRN any outstanding charges plus an early termination fee ("Termination Fee") which will be an amount equal to the remainder of the commitment term for the Services and Products multiplied by the applicable rates for such Service(s) and Product(s) as then in effect plus any prorated waived construction fees or promotional giveaways.

(d) Remediation. Upon Services or Product removal or service relocation in the Premise, DRN is only responsible for sealing holes made by DRN with colored or paintable caulk, painting using standard colors available in the retail market and filling drywall holes made by DRN with caulk. DRN will not be responsible for any other remediation, including, but not limited to, external siding replacement, molding replacement, floor

covering or wood flooring replacement. If Customer has custom or matching paint, DRN will use such provided material upon your request.

17. Acceptable Use Policies. It is not acceptable to use the Services or Products for any purpose that violates law, including, but not limited to, local, state or federal laws; violates any third party's intellectual property or personal rights; transmits communications that might be highly offensive or damaging to any recipients or to use the Services or Products in a manner that is unintended, including in a manner that is detrimental to DRN's other Customers' ability to use Services or Products or which adversely affects DRN's operations. Customer shall not interfere with, violate, circumvent, misuse, distribute or disrupt network users, the Services or Products, including, but not limited to, contrary to any of the following/in any of the following manners:

(a) Local Phone Service:

- (i) use of the telephone service for unlawful purposes;
- (ii) illegal harassment or terrorizing via the use of the phone network or Services;
- (iii) use of the phone to simulate another identity or otherwise deceive another about one's true identity;
- (iv) circumventing international banking or settlement regulation via the phone network or the Services;
and
- (v) distribution of local phone services.

(b) Network & Internet:

- (i) attempting to obtain unauthorized access to any network or account, including accessing data not intended for Customer, logging into a server or account without being expressly authorized to access or probing the security of other networks;
- (ii) attempts to interfere with the Service of others including users, hosts and networks, including "denial of service" attacks, "flooding" of networks, deliberate attempts to overload a Service and attempts to "crash" any host;
- (iii) reselling any Services or Products, without DRN's prior written consent;
- (iv) distribution of the Services or Products;
- (v) equipment, accessory, apparatus, circuit or devices that are harmful to the network, shall not be attached to or connected with Services or Products;
- (vi) circumventing copyright laws and regulation, including the unauthorized download of music, video, images, books, software or content and/or other copyright protected works;

(vii) attempting to provide commercial or noncommercial distribution of content or information knowingly or unknowingly, directly or indirectly using peer to peer or other methods, under a residential service agreement with DRN; and

(viii) excessive use of the Services, which is defined as exceeding 300% over the average of Service usage of DRN customers in the same class of service that you have purchased from DRN.

(c) E-Mail:

(i) illegal harassment through language, image, message frequency or message size;

(ii) sending messages to any person not wishing to receive them, including, but not limited to, requests by the recipient to stop receiving such messages;

(iii) sending unsolicited messages which are disruptive or generates a significant number of user complaints, including, but not limited to bulk-mailing of commercial advertising and/or informational announcements;

(iv) malicious mail, such as "mail bombing" or "flooding" a user or host with very large and/or frequent pieces of mail;

(v) forging message header information;

(vi) collecting message replies from messages sent through another service provider where those messages violate this Agreement or the terms of that other provider; or

(vii) introducing harmful code and/or viruses.

(d) News/UseNet:

(i) cross posting, UseNet Spam, or otherwise posting the same messages to large numbers of unrelated newsgroups;

(ii) posting of message(s) of which the subject matter is unrelated to the content of the newsgroup posted to or generates a significant number of user complaints;

(iii) posting of binary or executable files to newsgroups not created for that purpose;

(iv) forging header information; or

(v) introducing harmful code and/or viruses.

(e) Personal Web Space:

- (i) selling or distributing products or services that are unlawful;
- (ii) illegal posting of content intended to commit slander or libel against another person;
- (iii) illegal posting of scandalous, threatening, harassing or private information without consent of the person, persons or organizations involved;
- (iv) posting content of a nature that is obscene, lewd, lascivious, violent, harassing or objectionable; or
- (v) introducing harmful code and/or viruses on the Internet.

(f) Unlimited Long Distance:

- (i) use of a residential unlimited long distance Service for business purposes or business calls is prohibited;
- (ii) utilizing any unlimited long distance Service for telemarketing, call center, fax broadcast, Internet access, fax distribution or programmatic call functions is prohibited;
- (iii) the residential unlimited long distance Service is designed for typical residential or personal use and any substantial deviation (over 300% of the residential members' cooperative wide average) of use or usage pattern may result in Service disconnection or additional service charges as outlined below;
- (iv) the business unlimited long distance Service is designed for typical office use or business use and any substantial deviation (over 300% of the business members' cooperative wide average) of use or usage pattern may result in Service disconnection or additional service charges as outlined below;
- (v) calls outside the U.S., Puerto Rico, Guam, Saipan, and the U.S. Virgin Islands are not included in the unlimited long distance Service rate plan, nor are any non-direct dial calls and such calls will be billed for separately;
- (vi) unlimited long distance Service does not include 9XX calls, 8XX Services, calling card calls, international calls, directory assistance, operator assistance, multi-line conference calls, or data Services; or
- (vii) unlimited long distance Service is not intended for use to connect to Internet service providers, data providers or information services; commercial facsimile distribution or broadcasts, auto-redialing, resale and telemarketing are also strictly prohibited.

(g) Unlimited Outbound Fax:

- (i) Unlimited outbound fax Service is designed for typical office use or business use and any substantial deviation (over 300% of the business members' cooperative wide average) of use or usage pattern may result in Service disconnection or additional service charges as outlined below;

(ii) DRN may determine that abnormal, unreasonable or impermissible usage of unlimited outbound fax Service is occurring, and may take appropriate steps described below even if the number of minutes used is not excessive, when a Customer's faxing patterns during more than one month reflect excessive:

- fax blasting
- fax broadcasting
- resale to others
- continuous connectivity
- short duration calls;
- number of calls made during a month;
- number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame; or
- other calling patterns indicative of an attempt to evade enforcement of this Agreement

(h) DRN provided TV:

(i) distribution of DRN provided TV content beyond its intended use pursuant to this Agreement;

(ii) copying, ripping, duplicating or capturing content for other than personal use;

(iii) opening, tampering, probing, experimenting or violating the technology used to deliver the DRN provided TV Service;

(iv) public showing of any content on DRN provided TV without the prior written consent of DRN provided TV, without commercial distribution rights or its content partners;

(v) decryption, de-compiling, dissecting, decoding of any content other than provided by the set-top;

(vi) circumventing the conditional access or Digital Rights Management policies applicable to the content and/or Services; or

(vii) making any of the DRN provided TV content portable via DVD, PMP, Internet, tape, memory card or stick, hard drive, IPOD, VPOD or similar devices under different product names.

(i) Remedies for Abnormal or Impermissible Usage: If DRN determines that Customer is engaging in abnormal or impermissible usage of Products or Services, DRN, with or without notice, may assess abnormal usage charges based on comparisons to the usage patterns and levels of DRN's other customers on the same plan(s); transfer Customer's Service to a more appropriate plan and charge applicable rates for that plan; implement other limitations; or suspend or terminate Customer's Product or Service.

18. Internet Network Management Policies.

(a) FCC. DRN complies with the Federal Communications Commission ("FCC") Internet Policy Statements. As such, DRN commits to the open and non-discriminatory use of the Internet by its customers and commits to use reasonable network management practices to ensure an open Internet. Specifically, DRN will not:

(i) prevent any of its users from sending or receiving the lawful content of the user's choice over the Internet;

(ii) prevent any of its users from running the lawful applications or using the lawful services of the user's choice;

(iii) prevent any of its users from connecting to and using on its network the user's choice of lawful devices that do not harm the network; or

(iv) deprive any of its users of the user's entitlement to competition among network providers, application providers, service providers, and content providers.

(b) Access. DRN has designed its network to minimize congestion. However, the network may experience congestion from time-to-time. DRN's network congestion management practices do not favor any lawful Internet applications and content over others. DRN does provide priority to an individual Customer's traffic based on the level of service the Customer has purchased.

(c) Spam Filter. DRN provides spam filtering services in connection with each Customer's email address. Details of this service are listed on www._____??.

19. Copyright Infringement Procedures. If DRN receives an authorized notice from a content provider that Customer is in violation of copyright law or regulation or has illegally obtained copyright-protected material, DRN will provide notice to Customer using the procedures in this Section 18, which include several notices if the Customer does not comply. In these procedures, the first notice will be provided to any customer that has not had any copyright violations within the previous twenty-four (24) months, otherwise the 2nd Notice will be the initial notice provided.

(a) Individual Customer Notice Procedure.

(i) 1st Notice. DRN will provide notification via a phone call to Customer to explain copyright infringement and to request that the Customer take remedial action to resolve the copyright violation. "Remedial action" will include, but not be limited to, (A) securing the Customer's router, (B) removing copyright material, and (C) educating family members.

(ii) 2nd Notice. DRN will provide e-mail notification and directions for Customer to take remedial action.

(iii) 3rd Notice. DRN will provide legal notification and notice of Service and Product termination risk.

(iv) 4th Notice. DRN will provide Service and Product termination warning.

(b) Business Customer Notice Procedure.

(i) 1st Notice. DRN will provide notification via a phone call to Customer to explain copyright infringement and to request that the Customer take remedial action to resolve the copyright violation. "Remedial action" will include, but not be limited to, (A) removing copyright material, (B) educating employees and (C) securing non-public use infrastructure.

(ii) 2nd Notice. DRN will provide e-mail notification and directions for Customer to take remedial action.

(iii) 3rd Notice. DRN will provide legal notification and notice of Service and Product termination risk.

(iv) 4th Notice. DRN will provide Service and Product termination warning.

(c) Public Internet Access (Schools, Hotels, Motels, Business Lobbies, Truck Stops and the like).

(i) No action will be taken.

20. Privacy Policy and Statement.

(a) Customer Privacy. Protecting the privacy of our customers is important to us. Any contact information you provide in an information request will be used only for purposes of selling, distributing, fulfilling or settlement of the Services or Products. Without your express authorization, we will not divulge any information to third party for purposes other than the sales, distribution, fulfillment or settlement of Services and Products except as otherwise provided herein.

(b) Use of Customer Information. The privacy of your information is important to us. The privacy policy and statement in this Section 19 tells you how we collect information from you and how we use it.

(i) DRN Partners. DRN sells various "co-branded" services on its website, in newspapers, via phone sales and other mass media. Although DRN requests all partners to have a privacy policy consistent with the policy listed below, it is recommended that you view the privacy policy adopted by the DRN partners when taking their services.

(ii) Customer Information. It is a fact of modern life that companies, including DRN, must collect information about their customers in order to carry out business and offer services. Privacy concerns focus on protecting customer information that an individual expects to be kept private. Such information is information associated with a specific individual or entity, including, for instance, email address, Services offered and information about that customer's usage activities.

(iii) Customer Proprietary Information. From time to time, DRN Communications changes its Service and Product offerings and makes available additional features and Services and Products, which may enhance and augment the Service or Product to which you are already subscribed. In order for us to determine which customers may benefit from the new Services and Products, we will use information

about your account from our databases, legally referred to as Customer Proprietary Network Information ("CPNI") unless you restrict that use in the manner described below. CPNI includes information such as the long distance carrier and calling plan to which you are subscribed, calling features and plans to which you are subscribed, calling patterns and usage of various features, and charges associated with the Services you subscribe to. Use of this data will allow DRN to identify Service and Product offerings to meet your individual needs. For this purpose, CPNI data will be used by DRN only. This data will not be shared by DRN with any other outside source except as necessary to provide the Services and Products to which you are already subscribed and when we are legally compelled to do so.

(iv) Restricting CPNI Usage. You have the right under federal law to protect the confidentiality of your account information and restrict the use of CPNI data, and we have a responsibility to protect your data. To restrict the use of your CPNI data, you must call the business office toll free at 1-888-475-2361 during regular business hours, or email us at _____ within 30 days of your receipt of this notice to request that we not utilize your CPNI data. Your denial or approval for DRN to use this data will not affect the provision of any Services or Products to which you subscribe. You may change your decision at any time and your decision will remain valid until you tell us otherwise. Again, we will only use your account information to market other communications Services and Products DRN offers and no action is required unless you wish to restrict our use of your CPNI. You will still receive monthly bill inserts, newsletters and other publications that are sent to all customers at the same time, so that you are kept up to date on what is happening at DRN.

(v) Non-CPNI Collected Automatically. In some cases, we may collect information about you that is not personally identifiable such as the type of Internet browser you are using, the type of computer operating system you are using, the domain name of the website and/or Internet Service Provider from which you linked to our site, advertisements and the like.

(vi) "Cookies". Pieces of information that a website transfers to a customer's hard drive are called "Cookies." When you view our website or advertisements, we store some information on your computer. This information will be in the form of a "Cookie" or similar file and will be used to determine ways to improve our website, advertisements, Products or Services. For example, Cookies allow us to tailor a website to better match your interests and preferences.

(vii) Information Security and Data Retention. DRN maintains strict customer information privacy policies and uses current technology to safeguard customer information from unauthorized disclosure. Employees are trained on the importance of protecting privacy and on the proper access to, use and disclosure of customer information. Personally identifiable and other sensitive records are retained only as long as reasonably necessary for business accounting, tax, or legal purposes. If during the provision of services for customer, private information provided to customer by third-parties, as part of customer's business activities, is unintentionally or unavoidably disclosed to DRN, DRN will not copy, tamper with, remove from the place where found, retain, disclose or use in any way the information. Although we work hard to protect personal information that we collect and store, no program is 100% secure and we cannot guarantee that our safeguards will prevent every unauthorized attempt to access, use, or disclose personal information.

21. Third-Party and External Links. Our website may contain links to the websites of other companies or governmental offices that are outside our control. When you follow a link to another site, you leave our site and your interactions are no longer protected by our privacy policy. DRN is not responsible for, and does not endorse the privacy or security practices and content of these external websites.

22. Enforcement and Violation. All Service access and usage is at the discretion of DRN. DRN management will review all alleged violations of the terms of this Agreement on a case by case basis. Clear violations of this Agreement which are not promptly remedied by the Customer may result in, but not limited to, immediate termination of Service and forfeit of all fees paid to date. You are prohibited from using DRN Services for illegal purposes. Transmission, theft, procurement, communication, alteration, publication or storage of information, data, or material in violation of any federal, state, local law, statute, regulation or rule is prohibited. This includes and in no way limited to: copyrighted material, material legally judged to be obscene, threatening, in violation of the Telecommunications Reform Act of 1996, or materials protected by trade secret. DRN will cooperate fully with investigation proceedings by law enforcement agencies. DRN will share information with law enforcement agencies if it has a good-faith belief disclosure of the information is reasonably necessary to meet any applicable law, regulation, legal process or enforceable governmental request or to protect against harm to the rights, property or safety of its users or the public as required or permitted by law.

23. Tariff. The Service(s) or any other matters described in or related to this Agreement which are or later become subject to any of DRN's tariffs (collectively, the "Tariff") filed with, or regulations of, the FCC, any state commission, or any other government body, board, or commission of competent jurisdiction, the provisions of this Agreement shall supersede any conflicting provisions of the Tariff, unless otherwise set forth herein.

24. Disclaimer of Warranties; Limitations of Liability; Force Majeure.

(a) CUSTOMER ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES AND PRODUCTS ARE ENTIRELY AT CUSTOMER'S OWN RISK. THE SERVICES AND PRODUCTS ARE PROVIDED BY DRN ON AN "AS IS" AND "AS AVAILABLE" BASIS. DRN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THESE SERVICES, THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED IN THE SERVICES AND PRODUCTS OR FOR THE UNINTERRUPTED OR ERROR-FREE ACCESS TO THE SERVICES OR PRODUCTS. STATEMENTS AND DESCRIPTIONS CONCERNING SERVICES AND PRODUCTS BY DRN OR DRN'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

(b) YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES IS AT YOUR SOLE RISK. DRN MAKES NO WARRANTY THAT (a) OUR SERVICE WILL MEET YOUR REQUIREMENTS, (b) OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES WILL BE ACCURATE OR RELIABLE, (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS AND (e) ANY MATERIAL AND INFORMATION OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY

DAMAGE TO YOUR SYSTEM OR BUSINESS OR LOSS OF INFORMATION OR DATA THAT RESULTS FROM THE USE OF OUR SERVICES OR PRODUCTS.

(c) TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, DRN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. DRN DOES NOT WARRANT THAT OUR SERVICES, PRODUCTS, SITES, SERVERS, OR EMAIL SENT FROM OR PROVIDED BY DRN ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DRN WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF OR INABILITY TO USE THESE SERVICES OR PRODUCTS, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR PROFITS, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT WILL THE AGGREGATE LIABILITY FOR ANY AND ALL CUSTOMER CLAIMS AGAINST DRN AND DRN EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, OFFICERS AND DIRECTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF THE SERVICES, PRODUCTS OR WEBSITE EXCEED THE TOTAL FEES YOU HAVE PAID IN ANY 12 MONTH PERIOD. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK.

(d) The security of information transmitted through the Internet can never be guaranteed. DRN is not responsible and expressly disclaims responsibility for any interception or interruption of any communications through the Internet or for changes to or losses of data. Customer is responsible for maintaining the security of any password, user ID, or other form of authentication involved in obtaining access to password protected or secure areas of DRN sites. In order to protect you and your data, DRN may suspend your use of a client site, without prior notice, pending an investigation, if any breach of security is suspected.

(e) DRN shall not be liable to Customer or any other person for any of the following:

(i) any "Force Majeure" event, including, but not limited to, acts of God, fires, floods, earthquakes, loss of power, outages, equipment shortage, network shortage, facility shortage, explosions, hurricanes, storms, or other catastrophes; national emergencies, insurrections, riots, terrorism, third party actions or omissions, such as hacking, wars, or other civil commotions; strikes, lockouts, work stoppages, or other labor difficulties; unavailability, failure, or malfunction of equipment or facilities, cable cuts, unavailability of rights-of-way or materials, and labor difficulties of any kind; and any law order, regulation, or other action of any governing authority or agency thereof,

(ii) defacement of or damage to Premises resulting from the installation or furnishing of the Services or the Products,

(iii) any representations made by DRN employees that are inconsistent with the provisions of this Agreement, or

(iv) for any interruption caused by an act or omission of any other person or provider furnishing any portion of the Services, including, but not limited to, directory listings, long distance services, TV channels, internet transport or software failure.

25. Indemnification. Customer agrees to defend, indemnify, and hold harmless DRN and their employees, contractors, agents, licensors, officers and directors from all liabilities, claims, and expenses, including, but not limited to, attorney's fees that arise from Customer's (a) use of Services or Products or use or possession of DRN equipment, (b) any misrepresentation or omission by Customer in this Agreement or any other application, communication or agreement submitted to or with DRN, (c) use or misuse of the Services or Products or (d) any other breach by Customer of this Agreement. DRN reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, in which event you will cooperate with DRN, including, but not limited to, asserting any available defenses.

26. DRN is not an Insurer. DRN is not an insurer and you will obtain from an insurer any insurance you desire. The amount you pay us is based upon the services DRN performs and the limited liability we assume under this Agreement and is unrelated to the value of your property or the property of others located in your Premises. In the event of any loss or injury to any person or property, you agree to look to your insurer to recover damages. You waive all subrogation and other rights of recovery against us that any insurer or other person may have as a result of paying any claim or loss or injury to any other person.

27. Time to Seek Action. You agree to initiate any action you may have against DRN or our employees, contractors, agents, licensors, officers and directors within one (1) year from the date of the event that caused the loss, damage or liability.

28. Amendments; Website Use.

(a) DRN, at its sole discretion, may amend the pricing for its Products and Services in this Agreement. Changes to pricing for Products and Services shall become effective thirty days after the change is posted to DRN's website at www._____. Customer may object to any change in pricing of Products or Services covered under this Agreement within the thirty day period or shall be estopped and barred from contesting the validity of such price change. Customer, by continuing to use the Service and Product after such thirty day notice of the changes to the pricing of the Product and Service in this Agreement, will have been deemed to acknowledge and agree to the changed pricing.

(b) DRN, at its sole discretion, may change or amend the terms and conditions of this Agreement without notice by posting the change or amendment to DRN's website. The change or amendment shall become effective when it is posted to the website. Customer, by continuing to use the Service and Product after the effective date of the change or amendment will have been deemed to acknowledge and agree to the change or amendment.

(c) DRN provides Customer access to its website subject to the conditions of this Agreement. Customer, by using DRN websites, signifies and acknowledges his, her or its agreement to all terms, conditions, and notices contained or referenced herein, which DRN may update from time to time without notice. It is Customer's responsibility to stay informed of any posted changes.

29. Electronic Communications. When you visit DRN websites or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on these sites www._____.com, www._____.com, www._____.com, or other sites that may be added from time to time. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

30. Jurisdiction and Venue. Any legal suit, action or proceeding arising out of or relating to this Agreement or the Products or Services contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of North Dakota in each case located in the City of Bismarck and County of Burleigh, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail in accordance with Section 31 shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

31. Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the Services and Products. Each Party to this Agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 30.

32. Notices. Notice under this Agreement shall be given as follows:

(a) any notice DRN gives to Customer is deemed properly given when (i) delivered in person, (ii) sent by facsimile, (iii) sent by courier, (iv) sent by electronic mail, or (v) sent by U.S. Postal Service, to the contact information designated on DRN's account for Customer; and

(b) any notice Customer gives to DRN shall be directed to DRN Communications Cooperative, Attn: General Manager, P.O. Box 69, 9628 N. Highway 281, Ellendale, ND 58436.

Customer will immediately notify DRN of any changes to Customer's contact information (including billing address, physical address, telephone numbers, facsimile numbers or electronic email). The effective date of any notice sent pursuant to this Agreement shall be the date such notice is sent.

33. Entire Agreement. This Agreement and any other documents or policies incorporated herein by reference and constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body

of this Agreement and any other documents or policies incorporated herein, the statements in the body of this Agreement shall control.

34. General Provisions.

(a) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(b) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(c) Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

(d) Attorneys' Fees. In the event DRN sees to enforce the covenants contained in this Agreement (or obtain any other remedy in respect of any breach of this Agreement)/arising out of or relating to this Agreement, then DRN shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by DRN in conducting the suit, action or proceeding, including, but not limited to, actual attorneys' fees and expenses and court costs.

(e) Assignment. Customer may not assign any of its rights hereunder without the prior written consent of DRN, which may be withheld in DRN's sole discretion. DRN may assign any of its rights or obligations hereunder without the prior written consent of Customer. Any purported assignment in violation of this Section 33(e) shall be null and void.

(f) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

(g) Third Party Beneficiaries. DRN's licensors, agents and contractors are intended third-party beneficiaries of this Agreement.

(h) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, such term or provision shall be deemed to be revised so as to effect the original intent of the parties as closely as possible in order that the

Services and Products and the terms of delivery and use thereof contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

(i) Applicability of Terms and Conditions to all Service Orders. The Parties agree that the Terms and Conditions shall be incorporated into each Service Order and each Party shall abide by the terms of this Agreement in reference to the Services or Products provided pursuant to each Service Order.