

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO VOIP PHONE SERVICE

The following Supplemental Terms and Conditions shall be applicable in the event the Services requested by Customer include VoIP Phone Service ("Voice Services").

- 1. RATES AND CHARGES.** The rates and charges for the Voice Services are set forth in the Agreement, together with any and all of Company taxes, fees and surcharges, as applicable and as amended from time to time. With respect to any Voice Services provided by Company to Customer for which a rate is not specified in the Rate Schedule, Company's standard retail rates shall apply. Company shall provide Customer with a current rate schedule for its standard retail rates at time of service activation, from time to time, and at the request of Customer.
- 2. TAXES AND SURCHARGES.** In addition to the rates and charges for the Voice Services, Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Voice Services and any Equipment, excluding taxes based on Company's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, 911 surcharges, and federal and state regulatory surcharges, as required or permitted by applicable law or regulation and/or as specified on the Company's website.
- 3. VOIP USAGE BILLING.** Billing for any usage associated with Voice Services, including but not limited to Directory Assistance, Toll Free Service Charges, International Calling, will occur in arrears (for prior month's usage-based Services).
- 4. CUSTOMER RESPONSIBILITIES.** Customer shall be responsible for providing the following to support Voice Services: (i) broadband Internet connectivity; (ii) all equipment, software, facilities and/or Internet Protocol ("IP") connectivity necessary to reach and interoperate with the Voice Services and the Company; and (iii) all other equipment, software and other facilities to be installed, including without limitation, routers, IP enabled phones and/or analog telephony adapters.
- 5. UNAUTHORIZED USE OF VOICE SERVICES.** Company shall have the right (but not the obligation) to take protective action against Customer in order to protect Company's network from any unauthorized use, which protective action may include, without limitation, the temporary blocking of Customer's voice traffic until the applicable problem is resolved in Company's reasonable discretion. The Voice Services do not support and Company will not accept 976/900 and such other call types in which charges are placed on an end-user's bill and Company might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited without Company's prior written consent.
- 6. VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY.** Customer understands and acknowledges that access to Voice Services may be lost or may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) Company's network or facilities are not operating; (ii) broadband connection is lost; (iii) Customer is experiencing a power outage; (iv) electrical power to the optical network terminal (ONT) is interrupted; (v) Customer failure to provide a proper service address or moving the service to a different address. Customer understands and acknowledges

that in order for 911/E911 calls to be properly directed, Company must have the current service address and if Service is moved to a different address without Company's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding, or the Voice Services (including 911/E911) may fail altogether. Customer is required to notify Company of any change of address of the ONT for 911/E911 calling service to work properly. Customer agrees that, to the maximum extent allowed by law, Company shall have no liability for any damages caused, directly or indirectly, by Customer's inability to access the Voice Services, including 911/E911 services. Customer agrees to defend, indemnify, and hold harmless Company, its officers, directors, employees, affiliates and agents and any others who furnish services in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, Customer or any third party or user of account relating to the absence, failure, or outage of the Voice Services, including 911 dialing and/or inability of Customer or any third person or party or user of the Voice Services to be able to dial 911 or to access emergency service personnel.

7. **CPNI.** Under federal law, Customer has the right, and Company has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's Voice Services usage (CPNI). Customer hereby consents to the sharing of Customer's CPNI or other personal information with Company and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale of some or all of the Company's assets, as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the Company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify Company in writing at:

MCEC Fiber
Attn: Customer Service
PO BOX 7
Blytheville, AR 72316

and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect the Customer's current Services.