

MASTER SERVICE AGREEMENT

Customer: _____
Address: _____
Contact: _____
Telephone: _____ E-Mail: _____
Effective Date: _____ Initial Term: _____

This Master Service Agreement ("Agreement"), effective as of the Effective Date above, sets forth the terms and conditions under which Barry County Telephone Company, Inc. ("BCTC" or "Company") will provide to the above-referenced customer ("Customer") communications and other services, as well as equipment (collectively "Services"). This Agreement consists of this Master Service Agreement ("MSA"), the General Terms and Conditions ("Terms and Conditions") located in the terms and conditions of the Company's website located at barryarea.com ("Website"), written amendments to this Agreement executed by both parties ("Amendments"), any and all Service Orders and Service Level Agreements as defined in the Terms and Conditions and Service descriptions located on the Website. Customer recognizes and agrees that such Service descriptions define Company's Service offerings and are binding unless otherwise agreed in writing. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Terms and Conditions. Where Company provides and Customer uses Services, this Agreement (including the Terms and Conditions) shall apply and Customer shall be obligated to pay for such Services at Company's then prevailing rates, even if such Services are not specified on an executed Service Order. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable Taxes (however designated). Tax exemption certificates will not be applied retroactively to services billed prior to the date the tax exemption certificate is received by Company and Company will not refund any payments for Taxes paid to Company even if Customer was eligible for an exemption from those Taxes. Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. Customer agrees that Company may charge Customer's credit card for all amounts due to us without additional notice or consent. If Customer's account is delinquent or Customer fails to timely return Company Equipment, Company may refer the account to a collection agency or attorney that may pursue collection of the past due amount and Customer agrees to pay all costs of collection or other action, including attorneys fees and court costs. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Company under other parts of the Agreement or at law or in equity.

In the event of any conflict or inconsistency among these documents, precedence will be as follows: (1) this MSA (including any Amendments thereto) (2) the Terms and Conditions, (3) Service Orders/Service Level Agreements and (4) the Company's Service descriptions. This Agreement shall become legally binding on Customer when signed by Customer and shall remain in effect until terminated by Company or Customer in writing, provided that the terms of this Agreement shall continue to apply for the Service Term specified in Service Order(s) executed hereunder, notwithstanding the earlier termination or expiration of this Agreement. The Initial Term shall begin as of the Service Commencement Date and shall continue in effect for the term length indicated in the Service Order, unless earlier terminated in accordance with the Agreement. In order to purchase Service(s), Customer shall submit to Company a properly completed Service Order to initiate Service to a Service Location(s).

The Agreement shall terminate in accordance with the Terms and Conditions. Company may update the Terms and Conditions from time to time at Company's sole discretion upon posting to the above referenced Website. By signing this Agreement, Customer gives Company consent to use and disclose Customer Proprietary Information ("CPNI"). Customer may refuse CPNI consent by signing this Agreement and by notifying Company in writing of Customer's decision to withhold Customer's CPNI consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Company in writing. Customer acknowledges and agrees that some of the Services may be different or have limitations or attributes different from traditional telecommunications services (for example, Services such as VoIP, do NOT support traditional 911 or E911 access to emergency services).

Services are provided subject to availability of facilities and may not be transferred. Minimum service terms are required for most Services and early termination fees may apply and may be specified in the Service Order. **EARLY TERMINATION OF THIS AGREEMENT OR APPLICABLE SERVICE ORDER BY CUSTOMER WILL RESULT IN CUSTOMER BEING LIABLE FOR EARLY TERMINATION PENALTIES.** Unless otherwise stated in the applicable Service Order, early termination penalties will be the total of any third party fees owed by Company in connection with the early termination and the nonrecurring charges and any monthly recurring charges multiplied by the number of months remaining on the Agreement/Service Order, plus the monthly average of any usage based charges (as determined by averaging the charges incurred the previous three (3) months) multiplied by the number of months remaining on the Service Order.

THE AGGREGATE LIABILITY OF COMPANY FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE COMPANY'S PROVISION OF OR CUSTOMER'S USE OF SERVICES, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE (INCLUDING PROVISION OF EQUIPMENT), AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMPANY DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR THE SERVICE OR EQUIPMENT FOR WHICH DAMAGES ARE CLAIMED. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND INTENTIONAL MISCONDUCT) OR OTHERWISE, EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLE FORESEEABLE. DAMAGES PAID BY CUSTOMER TO ANY THIRD PARTY SHALL BE CONSIDERED INDIRECT DAMAGES FOR THE PURPOSES OF THIS PROVISION. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND THE TERMINATION OF THE PROVISION OF SERVICE BY COMPANY AND/OR ANY CONTRACT OR SERVICE ORDER BETWEEN THE PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY CONDITION OR QUALITY, TITLE, AND NON-INFRINGEMENT. ADDITIONAL LIMITATIONS AND CONDITIONS ARE FOUND IN THE TERMS AND CONDITIONS.

This MSA and any Service Orders issued by Customer and accepted by Company may be signed electronically and may be executed in counterparts.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Customer
By: _____
Name: _____
Date: _____

Barry County Telephone Company, Inc.
By: _____
Name: _____
Date: _____