



BIG RIVER TELEPHONE COMPANY

Master Service Agreement

REPRESENTATIVE NAME: _____ **AGREEMENT DATE:** _____ **EXPIRATION DATE:** _____
 ACCOUNT #: _____ LEAD SOURCE: _____

CUSTOMER INFORMATION

CUSTOMER NAME: _____ ATTN: _____
 BILLING ADDRESS: _____
STREET ADDRESS / SUITE CITY STATE ZIP
 BILLING CONTACT: _____ PHONE: _____ CELL/PAGER: _____
 MAIN PHONE: _____ FAX: _____ ALT PHONE: _____
 EMAIL ADDRESS: _____ **FEDERAL TAX ID #:** _____
 TAX EXEMPTION: ___ FEDERAL ___ STATE ___ COUNTY ___ CITY
 IF TAX EXEMPT, A COPY OF TAX EXEMPTION CERTIFICATES MUST ACCOMPANY CONTRACT

SERVICE SUMMARY

SITE NAME: _____
 INSTALL ADDRESS: _____
STREET ADDRESS / SUITE CITY STATE ZIP
 INSTALL CONTACT: _____ PHONE: _____ CELL/PAGER: _____
FIRST NAME LAST NAME
 INITIAL LOCAL CARRIER: _____ SELECTED LOCAL CARRIER: _____
 INITIAL INTRALATA CARRIER: _____ SELECTED INTRALATA CARRIER: _____
 INITIAL LD CARRIER: _____ SELECTED LD CARRIER: _____
 INITIAL INTERNET PROVIDER: _____ SELECTED INTERNET PROVIDER: _____

SPECIAL INSTRUCTIONS:

_____**Customers Initials**

BIG RIVER TELEPHONE PRODUCTS/SERVICES ORDERED

REQUESTED SERVICE INSTALLATION DATE: _____

DATE DAY

_____- YEAR TERM COMMITMENT _____ Customers Initials

MONTHLY RECURRING CHARGES		MONTHLY	MONTHLY	MONTHLY
SERVICE DESCRIPTION		QTY	EACH	TOTAL

NON-RECURRING CHARGES		QTY	EACH	TOTAL
SERVICE DESCRIPTION				

_____- Customers Initials

[illegible]

SERVICE DESCRIPTION		QTY	EACH	TOTAL
CUSTOMER AUTHORIZATION				

Customer acknowledges and agrees that it assumes the responsibility for notifying its current carrier(s) that it has changed and/or disconnected its current carrier(s) services to avoid incurring future charges from its current carrier(s). The customer should consult Big River Telephone to assure that customer is aware which carrier(s) must notify based on the scope of services customer will receive from Big River Telephone. If customer adds or makes changes to services, the contract term for these services is coterminous with the length of the Customer's original contract term.

AGREED TO BY: _____ DATE: _____

TITLE: _____

CUSTOMER SIGNATURE: _____ **PRINTED NAME:** _____

ACCEPTED BY: _____ DATE: _____

FOR BIG RIVER TELEPHONE (OFFICE USE ONLY)

TITLE: _____

SIGNATURE: _____ PRINTED NAME: _____

Customers Initials

Big River Telephone will pass through any third-party charges incurred by Big River Telephone as a result of hosting the customer's DNS, including, but not limited to domain name, registration and renewal charges.

Big River Telephone Master Service Agreement Definitions:

"Customer" refers to the entity on whose behalf this Agreement is being executed. "Big River Telephone" refers to the Big River Telephone, LLC subsidiary that operates in the state in which the customer obtains service. "Effective Date" is the date this Agreement is executed by Big River Telephone.

Tariff Considerations:

Depending on the Customer's choice of products and services, Customer may receive from Big River Telephone and its affiliates, regulated local, interstate, intrastate, and local toll telecommunications services provided pursuant to Big River Telephone tariffs and price lists and the terms and conditions contained therein (collectively the "Tariffs"). If the customer's choice of products and services includes detariffed services, this Agreement is subject to and incorporates by reference Big River Telephone's rates, rules, and regulations applicable to the services as provided to Customer or posted on Big River Telephone's website or, if such rates, rules, and regulations sections of the local Tariffs of the state in which the services are provided. If Customer's choice of products includes unregulated services, this Agreement is subject to and incorporates by reference the general rules and regulations of the local Tariffs of the state in which the services are provided. To the extent this contract differs from any terms and conditions in Big River Telephone's tariffs, the Tariffs control. Big River Telephone may modify its Tariffs from time to time in accordance with law. These modifications may affect service(s) furnished to Customer.

900 Access:

At Customer's request, Big River Telephone will permit Customer dial-up access to 900 service number provided by third-party vendors by removing the "blocking" that Big River Telephone typically applies to those services. If such a request is made by Customer, Customer shall be liable for all charges associated with 900 number services dialed from the customer premises, regardless of whether such use (1) is authorized by Customer management; (2) is initiated by Customer employees or third parties; or (3) constitutes or involves fraudulent activity of any nature. Customer agrees that Big River Telephone assumes no liability of any kind with respect to its providing access to 900 services, the use of 900 services, or the content or use of the information provided via 900 services, via connections from Customer premises and locations where Customer uses Big River Telephone service. Customer shall indemnify, defend and hold Big River Telephone harmless against any and all claims made by the third party vendor of 900 services or information services providers that subscribe to services provided by such third party providers of information services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of 900 services could result in suspension or failure to make proper payment to third party vendors of 900 services could result in suspension or interruption of long distance and/or local services provided by Big River Telephone. Big River Telephone assumes no liability of any kind with respect to such potential suspensions or interruptions.

International Calling:

At Customer's request, Big River Telephone will permit Customer access to international calling capabilities by removing the "blocking" that Big River Telephone typically applies to that service. If such a request is made by Customer, Customer shall be liable for all charges associated with all international calling charges dialed from the customer premises, calling card(s) and/or access numbers, regardless of whether such use (1) is authorized by Customer management; (2) is initiated by Customer employees or third parties; or (3) constitutes or involves fraudulent activity of any nature. Customer agrees that Big River Telephone assumes no liability of any kind with respect to its providing access to international calling or the use of international calling services via connections from Customer premises and locations where Customer uses Big River Telephone's service. Customer shall indemnify, defend and hold Big River Telephone's harmless against any and all claims made by any third party related to the use of international calling services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third parties could result in suspension or interruption of long distance and/or local services provided by Big River Telephone. Big River Telephone assumes no liability of any kind with respect to such potential service suspensions or interruptions.

Big River Telephone's Equipment:

The equipment (Modem/Router) installed at the customer premise is the property of Big River Telephone and must be returned within thirty (30) days of service termination. If the equipment is not returned within this timeframe, Customer agrees to reimburse Big River Telephone for the full purchase price of the equipment as well as any attorney's fees and costs incurred by Big River Telephone related to Big River Telephone's retrieval of the equipment. Customer acknowledges and agrees that if Customer uses the router functionality of Big River Telephone's equipment, Customer shall pay a monthly router maintenance charge, except where Customer purchases Big River Telephone Bundled Services. If customer goes out of business or invokes the Business Assurance bankruptcy policy or otherwise falls within the Business Assurance provisions, customer is still responsible for lost, stolen, damaged or unreturned equipment as noted above.

Service Order Terminations/Installation Delays:

Customer acknowledges and agrees that if Customer cancels this agreement prior to installation of services by Big River Telephone and Big River Telephone has incurred any costs in installing the service or in preparing to install the service that it otherwise would not have occurred, a charge equal to the costs Big River Telephone has incurred shall apply and Customer agrees to pay Big River Telephone for those charges. This charge will not exceed the sum of the charges for the minimum period of service ordered, including installation charges. Customer also acknowledges and agrees that if Customer causes an installation delay of any of its services that lasts longer than thirty (30) days past the Customer's original installation due date and Big River Telephone has incurred charges from its vendors, Customer will pay all applicable monthly recurring charges for all Customer's services as if all services were installed on the thirty-first (31st) day past the original installation due date. Additionally, in the event installation delays occur for any reason, Big River Telephone shall not be responsible for charges imposed on Customer by Customer's previous service provider(s) and/or the difference between such charges and the charges that Big River Telephone would have imposed pursuant to this Agreement.

Satisfaction Guarantee:

If there is a material failure by Big River Telephone in the provision of the services to Customer (excluding billing issues) during the initial sixty (60) days following the first installation of the services ("Satisfaction Period"), and Big River Telephone fails to cure such material failure within ten (10) days of receipt of written notice of such failure from Customer, Customer may terminate this Agreement without incurring liquidated damages (as described below) by delivering written notice of such termination to Big River Telephone and making payment of any outstanding balance for services rendered by Big River Telephone to Customer through the date of the written notice of termination. Customer may not exercise this Satisfaction Period termination clause if a material failure by Big River Telephone in the provision of the services to Customer cannot reasonably be cured within ten (10) days if Big River Telephone begins to cure the failure within ten (10) days and continues actively and diligently in good faith to cure such failure. Customer's notice of a material service failure must be sent to

Big River Telephone Company, LLC
ATTN: Customer Care Department
24 S. Minnesota Street
Cape Girardeau, MO 63702

Renewal:

Either Big River Telephone or Customer may terminate this Agreement at the end of the initial term by providing not less than thirty (30) days written notice to the other party prior to the end of the initial term. If neither Big River Telephone nor Customer provides such written notice of termination at least thirty (30) days prior to the end of the initial term, this Agreement shall continue for an additional one-year period ("renewal term"). Thereafter, this Agreement shall continue to renew for additional one-year periods unless Big River Telephone or Customer provides written notice of termination at least thirty (30) days prior to the end of each renewal term.

Customer's notice of termination must be sent to:

Big River Telephone Company, LLC
24 S. Minnesota Street
Cape Girardeau, MO 63702
ATTN: Customer Care Department

Termination & Business Assurance:

Because Big River Telephone is relying upon Customer to complete the term of this Agreement, if Customer or its successor in interest or assignee elects to terminate any or all Services provided pursuant to this Agreement (or Services added by Customer later) prior to the expiration of the initial or renewal term, Big River Telephone will suffer damages. Therefore, in the event of early termination, except as noted below, Customer agrees to pay Big River Telephone, as liquidated damages and not as a penalty, an amount equal to the monthly recurring rate for the services cancelled multiplied by the number of months remaining in the initial or renewal term of the Service Agreement. Customer further agrees to pay Big River Telephone any applicable promotional and/or quantity pricing discounts the Customer received from Big River Telephone pursuant to this Agreement. Customer acknowledges that Big River Telephone does not provide services beyond specific service boundaries. If Customer moves beyond such boundaries, Customer may terminate the Services provided pursuant to this Agreement upon payment of a \$50 per line fee and upon a showing by Customer that Customer's reason for terminating Service is due to Customer's move exclusively (i.e., new lease, etc).

If a customer terminates all business operations due to economic failure or enters bankruptcy with intent to close business, we will waive any penalties associated with terminating the contract before its specified expiration date. **The customer is still responsible for any balance remaining for services provide prior to termination of all business operations.** Business termination would include the necessity to discontinue all services provided by Big River Telephone Company.

Partial Cancellations:

Because Big River Telephone's prices are conditioned on Customer's continuing subscription to the services and quantities of services contained in the Agreement, Customer will revert to the higher pricing plans and promotional offers associated with the customer's new set of services and the liquidated damages described in the "Renewal and Termination" section above will also apply. However, in the event Customer elects to cancel 25% or less of its voice and/or data lines, the liquidated damages described above will be waived by Big River Telephone if: (1) Customer does not have Big River Telephone's full voice T-1 or ISDN-PRI services; (2) such cancellation does not result in Customer falling below five voice and/or data lines per T1 (for data lines, every 64k of Service is equal to one "line" (i.e. 384k is equal to 6 lines); (3) Customer is current in payment for all invoiced Big River Telephone services; and (4) Customer agrees to: (a) pay Big River Telephone \$50 for each cancelled line; (b) revert to the higher pricing plans and promotional offers associated with each line if such installation charges were waived when Customer's services were initially installed; and (d) pay Big River Telephone any applicable promotional and/or quantity pricing discounts the Customer received from Big River Telephone pursuant to this Agreement.

Miscellaneous:

This Agreement shall be binding upon and inure to the benefit of Big River Telephone's successors and/or assigns. This agreement is binding upon and inures to the benefit of Customer's successors and/or assigns; however, Big River Telephone may determine whether such a successor or assign is acceptable by giving its written consent, which consent shall not be unreasonably withheld. This agreement together with the Tariffs constitutes the entire agreement between parties and supersedes any prior or contemporaneous proposals, discussions, or agreement, whether verbal or written concerning Big River Telephone offerings.

By signing this Agreement, the customer also accepts the terms of the Acceptable Use Policy at

<http://www.BigRiverTelephone.com/internet/aup>. All amendments to this Agreement must be in writing and signed by the Customer and on behalf of Big River Telephone's Legal Department. **Hand-written, typed or any other modifications of this Agreement, unless executed as described above, are strictly prohibited and will not be binding on Big River Telephone.**

Service Agreement initial term is for one, two or three years (as selected above). If Customer adds lines during the course of this Agreement, Customer's original Letter of Authorization provides Big River Telephone with authorization to add such lines and such authorization will be deemed to comport with federal and state unauthorized carrier change regulations, laws, administrative Orders and other legal guidelines. Charges for services in this Agreement do not include taxes, surcharges, and fees. Such taxes, surcharges, and fees are based on either the applicable Big River Telephone tariffs, as posted on Big River Telephone's Website, and/or the state, local and federal taxes, fees and surcharges imposed by the jurisdiction in which the Customer is receiving services.

AGREED TO BY: _____ **DATE:** _____

TITLE: _____

CUSTOMER SIGNATURE: _____ **PRINTED NAME:** _____

ACCEPTED BY: _____ DATE: _____

FOR BIG RIVER TELEPHONE (OFFICE USE ONLY)

TITLE: _____

SIGNATURE: _____ **PRINTED NAME:** _____

Customers Initials