

GARDONVILLE TERMS AND CONDITIONS

Section 1.1. Definition of 360Voice and/or Hosted Voice Services. 360Voice and/or Hosted Voice Services is offered as an optional service available only to customers who elect a GCTEL broadband service. The provisions of this section apply only to 360Voice and/or Hosted Voice Services. 360Voice and/or Hosted Voice Services is an enhanced voice communication service whereby the voice communication is converted to SIP trunking and carried, in part, over high-speed data communications. With GCTEL's broadband service, calls do not travel across the public Internet. Instead, they are on high-quality carrier lines just like any other phone call. GCTel uses voice over IP only between the point of presence (POP) and the customer premise. The Integrated Access Device uses a Quality of Service algorithm to mark and prioritize voice packets for transmission over the broadband access circuit. CUSTOMER may, at their own discretion, subscribe to 360Voice and/or Hosted Voice Services, while utilizing a different broadband service provider over the public Internet.

Section 1.2. Description of Emergency Dialing Service. CUSTOMER understands that GCTEL's 360Voice and/or Hosted Voice Services is only offered and provided as a fixed service and that 911 dialing will not function properly if any connected device is tampered with or moved to another service address, either temporarily or permanently, unless service is discontinued at the old service address and service is established at a new address in the area for which GCTEL provides 911 emergency dialing.

Section 1.3. Interruption of Emergency Dialing Service. Emergency dialing service will not operate if: There is an extended power outage at CUSTOMER's BUSINESS LOCATION, lasting longer than four (4) hours; Broadband Internet service to CUSTOMER's BUSINESS LOCATION is interrupted. To move service to another address, CUSTOMER is responsible for contacting GCTEL prior to the move to ensure that E911 service will continue to work properly. In the scenario where CUSTOMER subscribes to broadband service through a different provider than GCTEL, or if broadband service is delivered in part via microwave radio link, it is

CUSTOMER's responsibility to purchase a battery backup to be used as an alternative source of power, during a power outage. GCTEL recommends that CUSTOMER does not use the battery backup for anything other than 360Voice and/or Hosted Voice Services. CUSTOMER is responsible for maintaining the battery backup to ensure it is in working condition.

Section 1.4. Customer Responsibility for Emergency Dialing Service. Customers subscribing to 360Voice and/or Hosted Voice Services are required to provide the physical location of their service address. All customers who purchase 360Voice and/or Hosted Voice Services are also responsible for keeping their service location information up to date. CUSTOMER can update their physical location information by contacting GCTEL's customer service representatives.

CUSTOMER is responsible for informing all employees, guests, visitors and other third persons who may be present at CUSTOMER's physical location of the important information set forth in this section.

Section 1.5. GCTEL's Responsibility for Emergency Dialing Service. After the initial service installation at CUSTOMER's BUSINESS LOCATION, GCTEL will begin the process of provisioning E911 service by submitting CUSTOMER's address information to the appropriate ALI (Automatic Location Information) database. The physical address information contained in the ALI database for each 360Voice and/or Hosted PBX customer is the "Registered Location" for that customer within the meaning of the order. Therefore, GCTEL will obtain a Registered Location for each of its 360Voice and/or Hosted PBX customers as of both the initial subscription for service and the initial date of service.

Section 2. Evaluation of 360Voice and/or Hosted Voice Services Fees. GCTEL may change the service fees by providing CUSTOMER a one hundred eighty (180) day advanced written notice.

Section 3. Limitation of Liability. Services are provided to CUSTOMER on an "as is" and "as available" basis. GCTEL does not warrant that the services will be uninterrupted

however; it will make every reasonable effort to ensure that service is uninterrupted. GCTEL does not warrant that the services will be error-free or free of other harmful components. GCTEL makes no express warranties and waives all implied warranties including, but not limited to, warranties of title, non-infringement, merchantability and fitness for a particular purpose regarding any merchandise, information or service provided through GCTEL or the Internet generally. No advice or information given by GCTEL or its representatives shall create a warranty. GCTEL and its employees are not liable for any costs or damages arising directly or indirectly from CUSTOMER's use of the services including any indirect, incidental, exemplary, multiple, special, punitive, or consequential damages. In any event, GCTEL's cumulative liability to CUSTOMER for any and all claims relating to the use of the services shall not exceed the total amount of service fees paid during a one (1) month period.

GCTEL shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from: other users accessing CUSTOMER's facilities; security breaches; eavesdropping; denial of service attacks; interception of traffic sent or received using the services; CUSTOMER's reliance on or use of the services, or the mistakes, omission, interruptions, deletion of files, errors, defects, delays in operation, transmissions, or any failure of performance of the services; the use of the services by CUSTOMER or a third party that infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights or contractual rights of any third party; the accuracy, completeness, and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the service.

The foregoing limitation does not apply to the gross negligence of GCTEL, its officers or employees which, but for this provision, would give rise to a cause of action against GCTEL in contract, tort or any other legal doctrine. CUSTOMER's sole and exclusive remedies under this Agreement are as expressly set out in this Agreement.

Section 4. Default. In the event of default by either party of any of the terms and conditions that is not cured within ten (10) days of notice of default sent to the defaulting party, the non-defaulting party may enforce its rights under this Agreement, subject to any limitations

contained in this Agreement, by any means available to it by law and shall be entitled to collect from the defaulting party, in addition to any damages, its costs and expenses incurred in the exercise of its remedies, including attorney fees, not to exceed the total amount of service fees paid during a three (3) month period.

Section 5. Termination. Either party may, upon the expiration date noted in Section 1, terminate this Agreement by giving notice at any time to the other party, in writing, but no less than thirty (30) days prior to the expiration date. Such notice shall be deemed given if delivered or mailed to the last known address of the other party. From the expiration date this Agreement shall be terminated for the cited service(s) within this notice. When termination is initiated, compensation for the terminated service(s) shall be computed as far as possible in accordance with the provisions of this Agreement. All compensation invoiced by GCTEL and payable under this paragraph shall be due and payable thirty (30) days after submission of the final invoice by CUSTOMER for terminated service(s).

Section 6. Compensation. CUSTOMER shall compensate or pay GCTEL for service expenses incurred within fifteen (15) days of the generation of the monthly invoice. A late payment interest charge of one and one half percent (1.5%) per month or eighteen percent (18%) per year will be applied to any unpaid undisputed balance due to GCTEL. Any taxes or levies (excluding Federal, State and local income taxes) which may be assessed against GCTEL for services performed or payments for services performed by GCTEL for CUSTOMER per this Agreement shall be in addition to the compensation set forth for services consented to by CUSTOMER. Such taxes or levies when paid by GCTEL shall be stated separately on all invoices and paid by CUSTOMER.

Section 7. Governing Law. This Agreement shall be construed and applied in accordance with the laws of the State of Minnesota.

Section 8. Force Majeure. GCTEL shall not be held responsible for a delay or interruption of services or installation of services as a result of delays by CUSTOMER or acts of God.

Section 9. Modifications. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. The other provisions of this Agreement shall remain in full force and effect.

Section 10. Notices. Any notice, request or demand to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed by U.S. mail, postage prepaid, addressed to the other party at the following address:

To GCTEL: Gardonville Cooperative Telephone Association
 Attn: David Wolf
 800 Central Ave N
 Brandon, MN 56315

To CUSTOMER: The mailing address initially provided by CUSTOMER

Either party may at anytime change its address by mailing a notice, as specified in this paragraph, that such a change is desired and setting forth the new address.

Section 11. Non-Assignment. Neither party may assign this Agreement or any part thereof without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 12. Confidentiality. Except as may be modified in writing, information related to the services provided hereunder, or other data or information which has been obtained by CUSTOMER from GCTEL in connection with the performance of this Agreement shall be deemed confidential information when identified as such by GCTEL. Furthermore, during the term of this Agreement and thereafter, CUSTOMER shall not use or otherwise disclose such confidential information to any other party for any purpose (nor permit its use or disclosure by others who are under CUSTOMER's supervision or direction).