

En-Tel Freedom VoIP Service SUBSCRIBER AGREEMENT

This Agreement (“Agreement”) is between En-Tel Communications and you as the end user of the En-Tel’s Freedom VoIP Service enhanced voice communications services described below. This Agreement governs both the services described below and any devices provided by En-Tel Communications for use in conjunction with the services including, but not limited to, the “VoIP Equipment” (defined below). In this Agreement, “you” and “your” mean the customer of the En-Tel Freedom VoIP Service defined below and En-Tel Communications. “We,” “our,” and “us” mean En-Tel Communications and any of our affiliates authorized to provide you with En-Tel Communications services.

BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, INCLUDING THOSE PERTINENT TO 911 EMERGENCY DIALING, AND TO THE PRICES, CHARGES, TERMS, AND CONDITIONS PROVIDED TO YOU WITH RESPECT TO THE SERVICE DURING THE SERVICE REGISTRATION PROCESS, INCLUDING MARKETING MATERIALS ASSOCIATED WITH YOUR OFFER AND ON THE EN-TEL FREEDOM VOIP SERVICE WEBSITE, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THE AFOREMENTIONED TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CALLING EN-TEL COMMUNICATIONS FOR FUTHER DIRECTIONS.

1. SERVICE DESCRIPTION

En-Tel Freedom VoIP Service is an enhanced voice communication service whereby the voice communication is converted to Internet Protocol (“IP”) and carried, in part, over high-speed Internet access, also known as Broadband Internet Service. This Service may be generically referred to as “Voice over IP.” It is separate and distinct from plain old telephone service (POTS). “Service” or “Services” are defined to include direct-dialed Voice over IP calling and certain calling and call-management features or advanced features associated with the Service, including additional features or advanced features which may be offered at additional costs, and which En-Tel Communications, in its sole discretion, may add, modify, or delete from time to time. The Service cannot be used to make operator-assisted or collect calls.

2. SERVICE REQUIREMENTS

En-Tel Freedom VoIP Service requires:

- a.** specialized customer-premise equipment called a telephone adapter (“IAD telephone adapter” or “En-Tel Communications Equipment”) obtained through En-Tel Communications or a third party that allows connectivity from a regular telephone handset (which you need to supply) to your Broadband connection and which you are responsible for installing yourself pursuant to instructions provided to you by En-Tel Communications or a third-party supplier; and
- b.** a Broadband connection via cable modem (2-way cable) or DSL with Broadband capability of at least 90 Kbps upstream speed that you have a right to use at your own expense. Since Voice over IP is dependent on the Broadband connection, the availability of an adequate power supply, and correct IAD telephone adapter configuration, En-Tel Communications does not guarantee that the service will be continuous or error-free. In addition, Service may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications.

You will own the IAD telephone adapter, if provided by En-Tel Communications, once you have paid for the first month of Service and any associated non-recurring charges. Once title has passed, you are responsible for maintenance of the equipment.

3. EN-TEL FREEDOM VOIP SERVICE 911 EMERGENCY DIALING

- a. **PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY. BY USING AND PAYING FOR THE SERVICES, YOU ACKNOWLEDGE, ACCEPT, AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF EN-TEL FREEDOM VOIP 911 EMERGENCY DIALING SERVICE AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE 911 OR E911 CALLS.**

YOU WILL NOT BE ABLE TO PLACE TRADITIONAL WIRELINE 911 OR E911 CALLS FROM TELEPHONES CONNECTED TO THE TELEPHONE ADAPTER PROVIDED FOR THIS SERVICE. YOU ACKNOWLEDGE THAT WE HAVE TOLD YOU THAT THE SERVICE DOES NOT SUPPORT TRADITIONAL WIRELINE 911 OR E911. YOU AGREE TO ADVISE ALL INDIVIDUALS OF THIS LIMITATION WHO MAY HAVE OCCASION TO PLACE CALLS OVER THIS SERVICE FROM THE LOCATION AT WHICH YOU HAVE INSTALLED IT.

YOU ACKNOWLEDGE AND UNDERSTAND THAT EN-TEL FREEDOM VOIP SERVICE DOES OFFER A LIMITED 911-TYPE SERVICE AND, DEPENDING ON YOUR LOCATION AND PHONE NUMBER, MAY OFFER YOU A LIMITED E911-TYPE SERVICE, BUT YOU ACKNOWLEDGE AND UNDERSTAND THAT ALL SUCH 911-TYPE DIALING SERVICES DIFFER IN IMPORTANT RESPECTS FROM TRADITIONAL WIRELINE 911 SERVICE, AS DESCRIBED HEREIN.

EN-TEL FREEDOM VOIP SERVICE 911 EMERGENCY DIALING IS ONLY AVAILABLE ON EN-TEL FREEDOM VOIP SERVICE CERTIFIED DEVICES OR EQUIPMENT AND UPON COMPLETION OF ORDER PROCESSING.

- b. **LIMITED 911 AND E911-TYPE DIALING CAPABILITIES WITH EN-TEL FREEDOM VOIP SERVICE**

WHEN YOU DIAL 911 ON YOUR PHONE UTILIZING EN-TEL FREEDOM VOIP SERVICE, YOUR CALL MAY BE ROUTED TO A DIFFERENT DISPATCHER THAN THAT USED FOR TRADITIONAL WIRELINE 911 DIALING. THE DISPATCHER WILL BE LOCATED AT EITHER A PUBLIC SAFETY ANSWERING POINT (PSAP) OR OTHER PSAP OR LOCAL OR REGIONAL EMERGENCY SERVICE PERSONNEL DESIGNATED FOR WIRELESS SERVICES FOR THE ADDRESS YOU LISTED AT THE TIME YOU REGISTERED FOR THE SERVICE OR OTHER BACK-UP EMERGENCY ANSWERING SERVICES. IN ADDITION, EN-TEL FREEDOM VOIP SERVICE 911 SERVICE HAS FEWER CAPABILITIES THAN TRADITIONAL WIRELINE 911 SERVICE AS FOLLOWS:

EN-TEL FREEDOM VOIP 911 SERVICE WILL NOT FUNCTION IF YOUR IAD TELEPHONE ADAPTER FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR EN-TEL FREEDOM VOIP SERVICE OR IF YOUR BROADBAND CONNECTION IS INTERRUPTED OR NOT FUNCTIONING FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF YOUR SERVICE BECAUSE OF BILLING ISSUES. IF THERE IS A POWER OUTAGE OR BROADBAND SERVICE OUTAGE, YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE IAD TELEPHONE ADAPTER PRIOR TO BEING ABLE TO USE YOUR EN-TEL FREEDOM VOIP SERVICE, INCLUDING FOR 911 PURPOSES.

THE PSAP OR LOCAL EMERGENCY SERVICE DISPATCHER RECEIVING EN-TEL FREEDOM VOIP SERVICE 911 EMERGENCY SERVICE CALLS MAY NOT BE ABLE TO CAPTURE

AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE DISPATCHER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE 911 CALL. **THEREFORE, IF YOU DIAL 911 USING EN-TEL FREEDOM VOIP SERVICE, YOU MUST IMMEDIATELY TELL THE DISPATCHER YOUR LOCATION (OR THE LOCATION OF THE EMERGENCY, IF DIFFERENT). YOU MUST ALSO TAKE CARE NOT TO DISCONNECT THE LINE, AS THE DISPATCHER MAY NOT HAVE A PHONE NUMBER TO USE TO CALL YOU BACK. IF YOU ARE UNABLE TO SPEAK AND DESCRIBE YOUR LOCATION, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO LOCATE YOU.**

IF YOU PURCHASE YOUR IAD TELEPHONE ADAPTER FROM A RETAILER, YOU MAY BE ABLE TO MAKE OUTBOUND CALLS IMMEDIATELY AFTER INSTALLING YOUR IAD TELEPHONE ADAPTER. HOWEVER, PROVISIONING OF YOUR 911 EMERGENCY DIALING SERVICE MAY TAKE ADDITIONAL TIME TO COMPLETE IN WHICH CASE ANY 911 CALLS DIALED BETWEEN INSTALLATION OF YOUR IAD TELEPHONE ADAPTER AND COMPLETION OF 911 PROVISIONING MAY NOT COMPLETE OR MAY BE FORWARDED TO A NON-PUBLIC, BACKUP EMERGENCY ANSWERING SERVICE.

FOR TECHNICAL REASONS ASSOCIATED WITH THE POSSIBILITY OF NETWORK CONGESTION WITH EN-TEL FREEDOM VOIP SERVICE, THERE IS A GREATER POSSIBILITY THAT YOUR 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER AS COMPARED TO TRADITIONAL WIRELINE 911 CALLS.

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE YOUR IAD TELEPHONE ADAPTER WILL BE LOCATED AT THE TIME YOU REGISTER FOR THE SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

IF YOU HAVE CALL FORWARDING, LOCATE ME, DO NOT DISTURB, OR OTHER FEATURES PROGRAMMED AND IN USE AT THE TIME YOU DIAL A 911 CALL AND YOUR 911 CALL IS INTERRUPTED, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO CALL YOU BACK AT THE PHONE FROM WHICH YOU DIALED THE CALL.

911 DIALING WILL NOT FUNCTION CORRECTLY IF YOU MOVE YOUR IAD TELEPHONE ADAPTER TO A LOCATION OTHER THAN THAT PROVIDED WHEN YOU REGISTER FOR THE SERVICE. IN SUCH EVENT, IN ORDER TO HAVE 911 CALLING ROUTED CORRECTLY, YOU MUST CONTACT EN-TEL COMMUNICATIONS OR UPDATE YOUR SERVICE ADDRESS IN ACCORDANCE WITH THE INSTRUCTIONS ON THE EN-TEL FREEDOM VOIP SERVICE WEBSITE.

YOU ACKNOWLEDGE AND UNDERSTAND THAT EN-TEL COMMUNICATIONS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 USING YOUR SERVICE OR TO ACCESS EMERGENCY SERVICE PERSONNEL DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS DOCUMENT. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS EN-TEL COMMUNICATIONS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR

ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.

YOU ACKNOWLEDGE THAT EN-TEL FREEDOM VOIP SERVICE IS NOT A PRIMARY LINE OR LIFELINE SERVICE AND THAT EN-TEL COMMUNICATIONS STRONGLY RECOMMENDS THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL WIRELINE 911 SERVICES.

4. OTHER SERVICE DISTINCTIONS

a. Privacy and Security

Voice over IP communication utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. You acknowledge and understand that En-Tel Communications cannot guarantee that Voice over IP communication is completely secure. En-Tel Communications always respects your privacy and treats the content of all communications as private, except as may be required by law. If you purchased your IAD telephone adapter at a retailer, En-Tel Communications may disclose to that retailer the IAD telephone adapter identification number:

- 1) when the IAD telephone adapter is put into service on the En-Tel Communications network,
- 2) when the IAD telephone adapter is used with a different En-Tel Communications Freedom VoIP Service, and
- 3) when the IAD telephone adapter is no longer in use.

b. Power Outages

You acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the En-Tel Freedom VoIP Service.

c. Broadband Service Interruptions

You acknowledge and understand that the Service does not function in the event of interruption of your Broadband or high-speed Internet access service.

d. Home Security Systems and other Non-Voice Communications Equipment

Home security systems and medical monitoring equipment are not compatible with En-Tel Freedom VoIP Service. Other non-voice communications equipment including, but not limited to, devices set up to make automatic phone calls, fax machines, and modems may be compatible with En-Tel Freedom VoIP Service. By accepting this Agreement, you use the Service at your own risk and waive any claim against En-Tel Communications for interference with, or disruption of, such systems due to the Services.

e. Local Number Portability

In the event you are not utilizing a new phone number for your En-Tel Freedom VoIP Service but rather are transferring an existing phone number, which currently is subscribed to a carrier other than En-Tel Communications for local and/or long-distance telecommunications services to En-Tel Freedom VoIP Service, the terms and conditions of this paragraph shall apply:

- 1) you hereby authorize En-Tel Communications to process your order for En-Tel Freedom VoIP Service and to notify your local telephone company of your decision to switch your local and/or long-distance telecommunications services to En-Tel Freedom VoIP Service and represent that you are authorized to take this action;

- 2) you agree and acknowledge that if you set up your IAD telephone adapter prior to the date that the number switch becomes effective (“Port Effective Date”), you will be able to make outgoing calls only over the phone you have connected to the IAD telephone adapter. **In such event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the En-Tel Freedom VoIP Service;** and
- 3) you agree and acknowledge that if your IAD telephone adapter is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected, and you will have no service for that line. **Therefore, to avoid an interruption in your phone service, it is extremely important that you install the IAD telephone adapter prior to, or on, the Port Effective Date.** An estimate of the Port Effective Date will be sent to you via e-mail by En-Tel Communications following your completion of the ordering process.

5. USE OF SERVICE

a. Lawful, Non-Fraudulent Use of Service and IAD Telephone Adapter

You agree to use the Service and IAD telephone adapter only for lawful purposes. You will not use the Service or IAD telephone adapter for any unlawful, abusive, or fraudulent purpose including, for example, using the Service in a way that:

- 1) interferes with our ability to provide Service to you or other customers; or
- 2) avoids your obligation to pay for communication services. If En-Tel Communications has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. The IAD telephone adapter is intended for use only in the United States. If you take the IAD telephone adapter out of the United States and attempt to use the Service, you do so at your own risk, including the risk that such activity violates that country’s local laws. En-Tel Communications reserves the right to terminate your service immediately and without advance notice if you violate the above restrictions, leaving you responsible for all outstanding charges, all of which immediately become due and payable.

- b. En-Tel Communications reserves the right to limit the number of En-Tel Freedom VoIP Services provided in a given premise.

c. Theft of Broadband VoIP Equipment or Service

You agree to notify En-Tel Communications immediately, in writing or by calling the En-Tel Communications Customer Service Department, if the IAD telephone adapter is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the IAD telephone adapter theft or stolen or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you.

d. Prohibited Uses of Service

You are expressly prohibited from reselling or transferring the Service to any other person, for any purpose, without express written permission from En-Tel Communications in advance. In addition, you are expressly prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal residential or home office usage patterns. In addition, connection of your Service to a device which converts use of the Service to an outbound trunkline by more than one individual is prohibited. If En-Tel Communications determines, in its sole discretion, that you are

reselling or transferring the Service or that your Service is being used for any of the aforementioned activities, En-Tel Communications reserves the right, without advance notice, to immediately terminate or modify the Service or to change your calling plan to a different offer on a prospective basis and, in addition, to assess additional charges for each month in which excessive usage occurred. If you subscribe to a calling plan which included unlimited calling of any type, unless otherwise specified by your specific plan in marketing materials associated therewith, any usage in excess of 5,000 aggregate minutes per month (or 7,500 minutes for small office plans), and certain En-Tel Communications teleworker plans (offered to end users in conjunction with a corporate service), taking into account all types of calling in your plan which are provided on an unlimited basis, shall be presumed to be not consistent with these restrictions and shall be subject to the conditions above. En-Tel Communications also reserves the right to impose usage caps on second lines offered as part of a Service offer.

e. Tampering with the IAD telephone adapter

You agree not to change the electronic serial number or equipment identifier of the IAD telephone adapter or to perform a factory reset of the IAD telephone adapter without express permission from En-Tel Communications in each instance. En-Tel Communications reserves the right to terminate your Service should you tamper with the IAD telephone adapter.

f. Copyright / Trademark / Unauthorized Usage of Device, Firmware, or Software

The Service and IAD telephone adapter and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the IAD telephone adapter, and all Services, information, documents, and materials on En-Tel Communications' website(s) are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of En-Tel Communications are, and shall remain, the exclusive property of En-Tel Communications, and nothing in this Agreement shall grant you the right or license to use such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service or embedded in the IAD telephone adapter other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the IAD telephone adapter is exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by En-Tel Communications, which En-Tel Communications reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless En-Tel Communications against any and all liability arising out of your use of such interface device with the Service.

6. CANCELLATION OF SERVICE BY YOU

You may cancel the Service at any time by calling 320-222-0303 and notifying the En-Tel Communications Customer Service Department. Early termination charges may apply.

7. BILLING AND PAYMENT FOR SERVICE

a. En-Tel Communications will render to you monthly bills for En-Tel Freedom VoIP Service with the following charges:

- 1)** A monthly service flat fee for unlimited local calling, call features, and advanced service(s). Depending on the specific calling plan to which you subscribe, other types of calls, such as in-state, state-to-state, or outbound international calling, may either be included in the monthly

service flat fee on an unlimited basis or may carry additional per-minute rates. All such rate information will be described in the marketing materials associated with your offer.

- 2) Any additional calls which are not included in the monthly fee are charged on a per-minute usage basis.
- 3) En-Tel Communications reserves the rights to:
 - (a) provide the monthly bill exclusively in an “online” format, and
 - (b) require you to provide authorization to charge any amounts payable for this Service automatically to your credit card.
- 4) Depending on your calling plan and method of installation, you may also be charged for: activation, early termination, plan change, separate features, modifying features on your account, inside wire and installation, disconnect and/or other fees, as may be described at <https://lakedatelephone-csc.intraisp.com/?agencyID=1> or in the marketing materials pertinent to your offer. If an early termination fee applies to your offer, it will not apply if you cancel your Service less than 30 days or more than one year after the date we commence billing for your service. You may incur charges or experience a change in the terms of your plan offer if you change your phone number after your En-Tel Freedom VoIP Service has been activated. If you obtain your IAD telephone adapter directly from En-Tel Communications, we reserve the right to charge for shipping and handling charges associated with the IAD telephone adapter.

Fees and charges, except usage-based and non-recurring charges, will be billed in advance. En-Tel Communications will bill usage-based and non-recurring charges monthly, in arrears. En-Tel Communications reserves the right to increase the frequency of your billing if, at any time, the amount you owe En-Tel Communications for the Service exceeds \$75.00.

b. Payment Method for Online Bills

You may, subject to 7(a)(3) above, authorize En-Tel Communications to charge any amounts payable by you in connection with your use of the Service automatically by credit card. Your right to use the Service is subject to any limits established by your credit card issuer. Your charges and credits issued in accordance with Section 7(a) above will appear on the monthly billing statement. You give En-Tel Communications permission to obtain authorization for use of your credit card from your credit card issuer.

c. Commencement of Billing

You understand that you are responsible for self-installing the IAD telephone adapter once you receive it. When you purchase the IAD telephone adapter directly from En-Tel Communications, once your order is processed and the Service is provisioned, we will ship you the IAD telephone adapter by U.S. mail and will begin monthly billing for the Services on the IAD telephone adapter shipment date (we refer to this date as the “Service Activation Date”). You are encouraged to complete installation of the IAD telephone adapter promptly, because you will be responsible for full payment for the charges on your En-Tel Communications bill even if you have not yet installed the IAD telephone adapter and used the Service at the time the bill is rendered.

d. Price Changes

We may change the prices and charges for the Services, including those associated with certain features and/or for international calling, from time to time. We may decrease prices and charges without providing advance notice. Increases to the prices or charges for existing Services, including those associated with certain features and/or for international calling, are effective no sooner than three days after we notify you of such charges directly or fifteen days after we post them on our website. Increases

to charges that recover our costs associated with government programs are effective when mandated by the authorized governmental or regulatory unit.

e. Charges and Billing

Charges accrue through a full billing period. To determine the charge for each international call, we round up to the next full minute for any fraction of minutes used. We will determine the format of the bill and the billing period, and we may change both the bill format and the billing period from time to time.

f. Failure to Pay

We may suspend, restrict, or cancel the Services and this Agreement, without advance notice, if you do not make payments for current or prior bills by the required due date. Service suspension or cancellation will result in your loss of the number associated with the Service.

g. Late Payment Charge

We may add interest charges to any past-due amounts at the lower of 1.5% per month or the maximum rate allowed by state law. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the Service. Notice of any disputes must be in writing and received by us within 30 days after you received your bill or you will waive any objection. You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your credit card, we will charge you an additional \$20.00.

h. Taxes and Other Charges

En-Tel Communications will charge you for, and you must pay, any applicable taxes, fees, surcharges, or other charges associated with nationwide and international calls using the Service unless you can show, with documentation satisfactory to us, that you are exempt. Taxes will be in the amounts that federal, state, and local authorities require us to bill you.

i. No Credit Allowances for Interruption of En-Tel Freedom VoIP Service

You acknowledge and agree that the Services are provided "as is." Credit allowances for interruption of En-Tel Freedom VoIP Service, including international calling services, will not be provided.

8. INSTALLATION OF SERVICE

En-Tel Communications may make available home wiring solutions, either one which you self-install or one utilizing professional installers in certain geographic areas, which will enable you to use phone jacks throughout your home to access the Service. With solutions involving professional installation, En-Tel Communications reserves the right to determine the appropriate configuration for the home wiring solution and to modify or add components to existing wiring. The price and additional terms and conditions associated with professional home installations shall be provided to you separately by the professional installer.

9. INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD EN-TEL COMMUNICATIONS, ITS AFFILIATES AND AGENTS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO, OR ARISING OUT OF, THIS SERVICE, THE TELEPHONE ADAPTER, OR ITS INSTALLATION, OR THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE LACK OF 911 DIALING OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

YOU AGREE THAT EN-TEL COMMUNICATIONS SHOULD NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

10. LIMITATIONS OF LIABILITY

BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICES, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE LIMITATIONS OF EN-TEL FREEDOM VOIP SERVICE DESCRIBED HEREIN.

EN-TEL COMMUNICATIONS' LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF EN-TEL COMMUNICATIONS RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY EN-TEL COMMUNICATIONS' INTENTIONAL MISCONDUCT OR RECKLESSNESS. EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF EN-TEL COMMUNICATIONS' WILLFUL OR INTENTIONAL MISCONDUCT, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS OR REVENUE OR OTHERWISE REGARDLESS OF THE FORM OF ACTION. EN-TEL COMMUNICATIONS AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR LOSS OF PROFITS OR REVENUE OR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS.

EN-TEL COMMUNICATIONS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES RESULTING FROM INSTALLATION WORK PERFORMED BY YOU OR BY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, ANY WIRING, SOFTWARE DOWNLOAD, OR OTHER WORK ASSOCIATED WITH ENABLING THE SERVICE OR CREATING EXTENSIONS THERETO.

11. WARRANTIES

EXCEPT AS THIS AGREEMENT EXPRESSLY STATES AND EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE MATERIALS ACCOMPANYING THE EQUIPMENT, WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICES OR EQUIPMENT OR ANY INSTALLATION SERVICE AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ALSO MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, EN-TEL COMMUNICATIONS EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

12. DISPUTE RESOLUTION BY BINDING ARBITRATION

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. YOU CONTINUE TO HAVE CERTAIN RIGHTS TO OBTAIN RELIEF FROM A FEDERAL OR STATE REGULATORY AGENCY.

a. Binding Arbitration

The arbitration process established by this section is governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1–16. You have the right to take any dispute that qualifies to small claims court rather than arbitration. All other disputes arising out of or related to this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) must be resolved by final and binding arbitration. This includes any dispute based on any product, service, or advertising having a connection with this Agreement and any dispute not finally resolved by a small claims court. The arbitration will be conducted by one arbitrator using the procedures described by this Section. If any portion of this Dispute Resolution Section is determined to be unenforceable, then the remainder shall be given full force and effect.

The arbitration of any dispute shall be conducted in accordance with the American Arbitration Association’s (“AAA”) Supplementary Procedures for Consumer-Related Disputes, as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. You have the right to be represented by counsel in arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS-WIDE BASIS. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE BARRED BY THIS AGREEMENT AND MAY NOT AWARD PUNITIVE DAMAGES OR ATTORNEYS’ FEES UNLESS SUCH DAMAGES OR FEES ARE EXPRESSLY AUTHORIZED BY A STATUTE. YOU AND EN-TEL COMMUNICATIONS BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT.

b. Arbitration Information and Filing Procedures

Before you take a dispute to arbitration or to small claims court, you must first contact us at the Customer Service Department number on your En-Tel Communications bill for the Services, or write to us at En-Tel Communications, 222 20th Street SE, P.O. Box 938, Willmar, MN 56201-0938 and give us an opportunity to resolve the dispute. Similarly, before En-Tel Communications takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty days from the date you or En-Tel Communications are notified by the other of a dispute, then either party may contact the AAA in writing at AAA Service Center, 1750 Two Galleria Tower, 13455 Noel Road, Dallas, Texas 75240-6636 and request arbitration of the dispute. Information about the arbitration process and the AAA’s Arbitration Rules and its fees are available from the AAA on the Internet at www.adr.org.

The arbitration will be based only on the written submissions of the parties and the documents submitted to the AAA relating to the dispute unless either party requests that the arbitration be conducted using the AAA’s telephonic, online, or in-person procedures. Additional charges may apply for these procedures. Any in-person arbitration will be conducted at a location that the AAA selects in the state of your primary residence. Arbitrations under this Agreement shall be confidential as permitted by federal law. By notifying En-Tel Communications within twenty days after commencing an arbitration proceeding, you may elect to relieve both parties of the arbitration of confidentiality obligations.

c. Fees and Expenses of Arbitration

You must pay the applicable AAA filing fee when you submit your written request for arbitration to the AAA. The AAA’s filing fee and administrative expenses for a document arbitration will be allocated

according to the AAA's Rules, except as modified by Minnesota statute(s). You also may ask the AAA about the availability of a pro bono arbitrator and/or a waiver or deferment of fees and expenses from the AAA. More information about the AAA's rules and policies is available at the AAA's website which is www.adr.org.

Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration including attorneys' fees and expenses for witnesses, document production, and presentation of evidence. If you prevail before the arbitrator, however, you may seek to recover the AAA's fees and the expenses of the arbitrator from us. If we prevail before the arbitrator, and if we show that you acted in bad faith in bringing your claim, then we may seek to recover the AAA's fees and expenses of the arbitrator from you.

13. MISCELLANEOUS

a. No Third-Party Rights

This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

b. Acts Beyond Our Control

Neither you nor we will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that you must pay for any Services used.

c. Assignment

We can assign all or part of our rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement or the Services without our prior written consent.

d. Notices

Notices from you to En-Tel Communications must be provided as specified in this Agreement. Notice from you to En-Tel Communications, made by calling us at 320-222-0303, is effective as of the date that our records show that we received your call. En-Tel Communications' notice to you under this Agreement will be provided by one or more of the following: posting on our website, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you.

e. Separability

If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

f. Governing Law

This Agreement is governed by the Federal Communications Act to the extent applicable, and otherwise this Agreement will be governed by the law of the State of Minnesota, without regard to its choice of law rules, except that the arbitration provisions in Section 11 are also governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside or where you use or pay for the Services.

g. Entire Agreement

This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements or proposals concerning the Service including representations, whether

written or oral. This Agreement can only be amended as provided in Section 7(d) and Section 13(h) herein. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor En-Tel Communications are relying on any representations or statements by the other party or any other person that are not included in this Agreement.

h. Changes to this Agreement

En-Tel Communications may change this Agreement from time to time. If we make any changes to the prices or charges, we will comply with our notice commitments described in this Agreement. IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES IN THE PRICES, CHARGES, TERMS OR CONDITIONS, YOU AGREE TO THE CHANGES.