



LUMINOUS VOICE SERVICE

This ("**Agreement**") sets forth the terms and conditions by which MH Telecom, LLC ("**MHTC**") will provide Luminous Voice Service ("**Luminous Service**") to the person signing this Agreement and, if applicable, his/her spouse (collectively, the "**Customer**"). This Agreement includes the 911 Emergency Dialing Disclosure Notice / Acknowledgement that Customer must read and sign before using Luminous Service. MHTC and Customer agree to be bound by this Agreement.

Luminous Service. Luminous Service includes unlimited local calling and 200 minutes per month of MHTC long distance calling provided by MH Communications, LLC. Luminous Service is different from traditional wireline voice service because it uses the internet. Luminous Service is a fixed, non-nomadic service. This means that Luminous Service is available only at the Service Address identified below (the "**Premises**"). Customer may not resell or redistribute Luminous Service to others. Neither Customer nor any user (whether or not use was authorized) of the Luminous Service ("**User**") may use the Luminous Service for any unlawful or improper purpose or in such a way that interferes with MHTC's network, business operations, employees or other customers. Customer acknowledges and agrees that MHTC has no control over and is not responsible for any content transmitted to Customer through the Luminous Service. Customer agrees to use the Luminous Service in a manner consistent with all applicable local, state, federal and international laws and regulations ("**Applicable Law**").

LUMINOUS SERVICE REQUIREMENTS. TO USE LUMINOUS SERVICE, CUSTOMER MUST HAVE AN MHTC BROADBAND SERVICE. IN ADDITION, LUMINOUS SERVICE REQUIRES ELECTRICAL OR BATTERY BACK-UP POWER IN ORDER TO OPERATE.

LUMINOUS SERVICE RESTRICTIONS. LUMINOUS SERVICE IS FURNISHED TO CUSTOMER FOR USE AT THE PREMISES ONLY. UNDER NO CIRCUMSTANCES MAY CUSTOMER MOVE OR RELOCATE THE EQUIPMENT OR SYSTEM USED TO PROVIDE LUMINOUS SERVICE FOR USE AT ANOTHER LOCATION.

911 EMERGENCY DIALING. UNDER CERTAIN CIRCUMSTANCES 911 EMERGENCY DIALING WILL NOT BE AVAILABLE. THE CIRCUMSTANCES WHEN 911 EMERGENCY DIALING WILL NOT BE AVAILABLE ARE AS SET FORTH BELOW AND IN THE 911 EMERGENCY DIALING DISCLOSURE NOTICE / ACKNOWLEDGEMENT THAT CUSTOMER MUST READ AND SIGN BEFORE USING LUMINOUS SERVICE.

- **911 EMERGENCY DIALING WILL NOT OPERATE DURING A POWER OUTAGE.**
- **911 EMERGENCY DIALING WILL NOT OPERATE IF YOUR BROADBAND CONNECTION IS DISRUPTED.**
- **911 EMERGENCY DIALING WILL NOT BE AVAILABLE IF YOU DISABLE, DAMAGE OR MOVE THE EQUIPMENT TO A LOCATION OTHER THAN THE SERVICE ADDRESS WHERE THE EQUIPMENT WAS INSTALLED BY MHTC.**

Equipment; System. Any in Premises equipment provided by MHTC ("**Equipment**") and the system of wires, cables, fiber and additional Premises equipment owned by MHTC used to provide the Luminous Service (the "**System**"), shall remain MHTC's sole property. Title to the Equipment and System shall remain with MHTC at all times and Customer shall have no rights or interest therein. Customer shall keep the Equipment and System in good condition. If Customer fails to return in good condition any Equipment within 7 days of the date of termination of this Agreement by either scheduling an appointment for MHTC to retrieve the Equipment (which shall be billed at MHTC's current hourly rates) or by Customer returning the Equipment to MHTC's office, Customer will be responsible for the Equipment replacement charges. The replacement charges for unreturned or damaged Equipment are the then-current replacement costs of the same or like equipment. Customer must notify MHTC promptly of any Equipment or System failure or malfunction. MHTC shall repair or replace Equipment and the System, except that Customer shall be responsible for all costs incurred by MHTC to repair or replace the Equipment or System if such repair or replacement is caused by Customer's or any User's negligent or willful conduct. Customer agrees that no other person besides MHTC or its contractors shall repair or replace the Equipment or System.

Default; Remedies. Customer shall be in "**Default**" of this Agreement if: (i) Customer or a User has tampered with or abused Equipment or the System; (ii) Customer or a User has moved or relocated Equipment to a physical location other than the Premises; (iii) Customer fails to make payment within 5 days after MHTC provides Customer with notice that payment is past due; or (iv) Customer breaches any of the other terms and conditions of this Agreement and said breach is not cured within 20 days after MHTC provides Customer with notice of such breach. If Customer is in Default, Customer is subject to an interest charge of 1.5% per month, or the maximum allowable rate under state law, whichever is less, on any past-due balances. In addition, MHTC may impose a late charge of up to \$50.00. Unless prohibited by Applicable Law, MHTC may without notice or demand, exercise all or any one or more of the following remedies in the event of a Default: (a) declare immediately due and payable all bills and all other sums due; (b) suspend service, in which case standard charges for the Luminous Service shall continue to accrue until the account is canceled by Customer; and (c) terminate this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate, without opportunity for cure, if Customer or a User has moved or relocated Equipment to a physical location other than the Premises. A reactivation fee of up to \$100.00 may apply if service has been suspended.

Term; Termination. This Agreement shall commence on the date that Luminous Service is first made available to Customer, and shall remain in effect, until terminated by either party. Customer may terminate this Agreement at any time upon notice to MHTC, which termination shall be effective on the next business day after receipt of such notice. MHTC may terminate this Agreement upon 30 days' notice to Customer.

Fees; Payment. The initial monthly recurring fees for Luminous Service is Ten Dollars (\$10.00). Any usage of long distance calling in excess of 200 minutes per month shall be billed at \$0.10 per minute. MHTC may increase the monthly recurring fee or long distance overage fee for Luminous Service upon not less than thirty (30) days' notice. MHTC shall bill Customer in advance for the recurring monthly fees associated with Luminous Service, and in arrears for the fees for all usage-based services. Fees for partial months shall be prorated. Customer is responsible for payment of all charges on the bill including, without limitation, taxes, regulatory charges, regulatory cost recovery charges, and surcharges, which are subject to change without notice. Customer shall make payments by the due date on the bill. Payments are late if not received by MHTC by the due date. **UNLESS CUSTOMER GIVES NOTICE TO MHTC OF A GOOD FAITH BILLING DISPUTE WITHIN 60 DAYS AFTER PAYMENT OF A DISPUTED AMOUNT IS DUE, CUSTOMER WAIVES ANY RIGHT TO CHALLENGE THE DISPUTED AMOUNT.** MHTC may charge Customer a fee of up to \$50.00 with respect to any authorized demand by MHTC for payment of a bill from Customer's designated financial institution which is rejected by the financial institution (e.g., NSF charge). Subject to Applicable Law, Customer agrees to reimburse MHTC for its costs, including reasonable attorneys' fees, collection

Additional Terms and Conditions on the reverse side

fees and similar expenses incurred by MHTC to collect payment. MHTC reserves the right to require Customer to pay an advanced payment and/or a deposit for the establishment or continuation of Luminous Service.

WARRANTIES. LUMINOUS SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITH NO WARRANTIES AS TO CONTINUOUS AVAILABILITY OF THE LUMINOUS SERVICE, ANY SPECIFIC FEATURES OF THE LUMINOUS SERVICE, OR THAT THE LUMINOUS SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. MHTC EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, OR ANY WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. MHTC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS OR ACTS OF GOD.

LIMITATION OF LIABILITY. MHTC SHALL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR GOODWILL, LOST PROFITS OR OPPORTUNITY, BUSINESS INTERRUPTION, ANY OTHER COMMERCIAL OR ECONOMIC DAMAGES, ANY AND ALL DAMAGES RELATED TO THE FAILURE OR UNAVAILABILITY OF 911 EMERGENCY DIALING OR THE INABILITY TO REACH 911 EMERGENCY SERVICES, AND ANY DAMAGES RELATED TO THE INSTALLATION, REPAIR, REPLACEMENT, INSPECTION, REMOVAL, USE OR FAILURE OF THE LUMINOUS SERVICE, EQUIPMENT OR SYSTEM, EVEN IF MHTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY APPLICABLE LAW, MHTC’S SOLE LIABILITY, IF ANY, FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR FAILURE OF THE LUMINOUS SERVICE, EQUIPMENT OR SYSTEM, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE APPLICABLE TO THE PERIOD TO WHICH THE LUMINOUS SERVICE, EQUIPMENT OR SYSTEM WERE AFFECTED. THESE LIMITATIONS, AS WELL AS THOSE SET FORTH IN THE DOCUMENTS THAT FORM THIS AGREEMENT, WILL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

INDEMNIFICATION. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD MHTC HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING OUT OF, OR IN CONNECTION WITH: THE USE OF THE LUMINOUS SERVICE, EQUIPMENT OR THE SYSTEM; THE CONTENT TRANSMITTED THROUGH THE LUMINOUS SERVICE; THE FAILURE OR UNAVAILABILITY OF 911 EMERGENCY DIALING OR THE INABILITY TO REACH 911 EMERGENCY SERVICES; OR ANY VIOLATION OF THIS AGREEMENT, APPLICABLE LAW, OR RIGHTS OF ANOTHER. THESE OBLIGATIONS WILL SURVIVE TERMINATION OF THIS AGREEMENT AND CUSTOMER’S USE OF THE LUMINOUS SERVICE, EQUIPMENT OR SYSTEM.

GOVERNING LAW; JURISDICTION; VENUE. This Agreement will be governed by and construed under the laws of Wisconsin. THE PARTIES IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION (INCLUDING PERSONAL JURISDICTION) AND VENUE OF THE FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN AND THE CIRCUIT COURTS FOR DANE COUNTY, WISCONSIN.

Amendments. MHTC may amend this Agreement upon not less than 30 days’ notice; provided, however, if Customer does not wish to be bound by such amendment, Customer may terminate this Agreement as provided herein. Customer’s use of any of the Luminous Service after the effective date of any amendment shall constitute Customer’s acceptance of and agreement to such amendment.

Notice. Notices shall be provided in the following manner: (i) To MHTC: by calling MHTC at (608) 437-5551 or (608) 930-9985; by delivering written notice to an MHTC office; by depositing written notice in the U.S. Mail, postage prepaid, addressed to MHTC, Attn: Billing Department, PO Box 65, Mount Horeb, WI 53572; or by sending written notice by email to MHTC at billing@mhtcinc.com; and (ii) To Customer: by delivering written notice to the Premises; by depositing written notice in the U.S. Mail, postage prepaid, addressed to Customer at the Premises; or by sending written notice to Customer’s e-mail address.

Miscellaneous. Customer shall not assign this Agreement or any right or obligation hereunder without MHTC’s prior written consent. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect. The provisions under this Agreement that by their nature are intended to continue beyond the termination of this Agreement and Customer’s use of the Services (e.g., Limitation of Liability and Indemnification) will survive termination of this Agreement and Customer’s use of Services. This Agreement is the entire agreement between MHTC and Customer and supersedes any inconsistent or additional promises, representations, warranties or statements made to Customer by any employee or agent of MHTC. A copy of this Agreement shall be given the same effect as the original.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU ARE AT LEAST 18 YEARS OF AGE. BY SIGNING THIS AGREEMENT OR BY USING THE LUMINOUS SERVICE AND/OR EQUIPMENT YOU AGREE TO BE BOUND BY THIS AGREEMENT.

Customer (Please Print): _____ Spouse’s Name: _____

Service Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____