

CC Communications

Standard Terms and Conditions for Bundled Service

This agreement between CC Communications (Provider) and the undersigned (Customer) is for the provision of Bundled Service. These Standard Terms and Conditions are applicable for use with the Master Contract for Bundled Service for the specific product(s) selected by the customer.

I. Description of Service

Provider shall provide Bundled Service Plan which includes the services described in the attachments below:

- A ó Telephone, Features, Wiring Plan
- B ó Landline Long Distance
- C ó DSL High Speed Internet
- D ó Television Service and Property Loan Agreement
- E ó Cellular Service

II. Future Rate Adjustments, Plan Changes

Provider reserves the right to increase rates, discontinue, or otherwise change pricing packages/plans, bandwidth, or channels, or terminate this agreement upon 30 days notice to customer. In the event that any cumulative annual rate increase is greater than 10% of the total packaged monthly fee (excluding optional add-on services), or the change is material, customer may terminate without penalty provided that equipment (if applicable) is returned at time of termination in accordance with terms found elsewhere in this agreement or the attachments incorporated herein. To terminate under this provision you must: (a) notify us within 30 days after the effective date of the change; and (b) specifically advise us that you wish to cancel Services because of a material change to the Agreement. If you do not cancel Service within 30 days of the change, an Early Termination Fee will apply if you terminate Services before the end of any applicable Term Commitment.

III. Renewal / Extension

Upon completion of the minimum term, this agreement shall automatically renew on a month to month basis until terminated by either party. No renewal notice shall be sent, nor will a termination penalty apply if disconnection takes place after completion of the initial term and any subsequent extension.

Customer may also choose a "contract conversion" option at any time during the contract by paying the handset subsidy or other early termination fee(s) remaining for each service on the contract, and entering into a new contract.

IV. Maintenance of Service

Service is intended to be available for use on a 24-hour, seven days a week basis. In the event of an extended outage of four (4) hours or more due to failure of Provider's network, Provider will, upon request, reimburse customer for the applicable prorated amount of their monthly service fee for the portion of the Bundled service that was affected.

Provider does not issue credit for outages caused by power failures, customer's equipment malfunctions, or circumstances beyond the control of Provider, including failure of provider's roaming partner or data networks.

Provider will respond to network outages within two (2) hours of identification of a network outage affecting at least 10% of the system and make diligent efforts to restore service as soon as possible. **Provider DOES NOT dispatch for outages deemed to be customer specific which occur outside of normal business hours, however Provider has a 24 hour reporting center that will take the information needed to dispatch repairs on the next business day.**

Customers should report service outages by calling 611 or 423-3428 or 888-401-5889.

V. Resale prohibited

This service is not available for resale, except that for purposes of convenience of billing, family members not residing in the same household, such as students living away from home, may share a single billing account provided that all contracts for service billed under a single account are signed by the same responsible party. Resale of service will be grounds for termination of service.

VI. Billing Period

The words "month" and "monthly" refer to billing periods, not necessarily corresponding to calendar months, which may vary in length from period to period between approximately 28 and 32 days. Monthly access and service usage will be billed for the period covered by actual invoice. In some cases, billable usage minutes from another connecting network provider may arrive after a normal billing period has closed and will appear on the Customer's next invoice and be included in any free minutes calculation for the invoice period in which it is billed, not in which the calls were actually placed.

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VII. Discontinuation of Service

Nothing in this contract requires Provider to continue offering any feature or service including without limitation, the entire service package, when at the sole discretion of the Provider such offering is legally, technically or economically impossible or impracticable.

VIII. Pricing:

Pricing is described in Paragraph I or in the attachment for the specific product selected. Pricing is not guaranteed. See Paragraph IV.

IX. Inconsistent Terms

Any disparities in terms and conditions between the Master Bundled Service Term Contract and an attachment will be resolved using the term or condition contained in the attachment.

X. Taxes & Governmental Fees:

IN ADDITION TO BUNDLED PRICING - Customer agrees to pay all federal, state and local taxes, applicable franchise fees, surcharges, and other assessments that Provider is required by law to collect or remit based upon service rendered, including, but not limited to:

- \$6.50 per month Federal Subscriber Line Charge (SLC) on residential landline telephone,
- 3 cent per month ̈TDD̈ charge for the hearing impaired applicable to both telephone and cellular phones,
- Federal Universal Service Charge (FUSC) (variable rate set quarterly typically between 9% and 12%) applicable to Telephone, and DSL lines, this fee appears in the ̈Taxes̈ section of the invoice,
- City of Fallon 5% Television Franchise tax applicable to television services provisioned within city limits.

Note: Federal Subscriber Line Charge (\$6.50) and TDD charge (\$0.03) are included in the following bundles only:
Total Connection HD, Cellular Connection HD, Fivestar Connection HD.

XI. Our Right To Suspend Or Terminate Services

We can, without notice, suspend or terminate any Service at any time for any reason, including, but not limited to: (a) late payment; (b) exceeding an Account Spending Limit ("ASL"); (c) harassing/threatening our employees or agents; (d) providing false information; (e) interfering with our operations; (f) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement; (g) breaching the Agreement, including our Policies; (h) providing false, inaccurate, dated or unverifiable identification or credit information, or becoming insolvent or bankrupt; (i) modifying a Device from its manufacturer specifications; or (j) if we believe the action protects our interests, any customer's interests or our network.

XII. Your Ability To Change Services

You may can change Services upon request, however, changes may be conditioned on payment of an Early Termination Fee or certain other charges, or they may require you to accept a new Term Commitment.

XIII. Your Right To Terminate Services

You can terminate Services at any time by calling us and requesting that we deactivate all Services. You are responsible for all charges billed or incurred prior to deactivation. If Services are terminated before the end of your invoicing cycle, provider will not prorate charges to the date of termination and you will not receive a credit or refund for any unused Services. Termination charges apply as contracted.

XIV. Disclaimer of Warranties

PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). PROVIDER DOES NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DOES NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

XV. You Agree We Are Not Responsible For Certain Problems

You agree that neither Provider nor its vendors, suppliers or licensors are responsible for any damages resulting from: (a) any actions of a third party; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted calls/messages, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services, (g) information or communication that is blocked by a spam filter, or (h) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts.

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XVI. You Agree Our Liability Is Limited - No Consequential Damages.

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES IS PROVIDER LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

XVII. No Class Actions

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

XVIII. No Trial By Jury

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

XIX. Indemnification

You agree to indemnify, defend and hold us harmless from any claims arising out of your actions, including, but not limited to, failing to provide appropriate notices regarding location-sensitive services (see "Location Based Services" section), failure to safeguard your passwords, backup question to your shared secret question or other account information, or violating this Agreement, any applicable law or regulation or the rights of any third party.

XX. Providing Notice To Each Other Under The Agreement

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on your invoice. We will provide you notice in your bill, correspondence to your last known billing address, to any fax number or e-mail address you've provided us, by calling you on your home phone or Device, by voice message on your Device or home phone, or by text message on your Device.

XXI. Other Important Terms

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the area code assigned to your Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any 3rd party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it. We can assign the Agreement. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements - you can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial), survive termination of Services.

XXII. Additional Terms & Conditions:

Customer agrees to be bound by all other general terms & conditions as Provider may implement from time to time.

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Attachment A – Applicable to Bundle which includes Telephone Service

I. Description of Service

Plan includes:

Local Residential Telephone (1 line), Worry Free Wire Maintenance, Caller ID, Call Waiting, Call Forwarding, Three Way Calling, and Standard Voice Mail.

Service is provided in conjunction with, and customer agrees to abide by CC Communications' Standard Tariffed Terms and Conditions.

II. Early Termination Fee

Not applicable to Telephone Service

III. Special Conditions Applicable to Telephone Service

- This agreement is only for single telephone line RESIDENTIAL applications.
- Does not apply to Lifeline service
- Inside wiring that does not meet company standards must be upgraded prior to acceptance of contract and coverage under Worry Free Wire maintenance plan.
- Additional switch features requested by Customer that are not included free are charged at standard rates ó normally \$2.50 per month per feature.

IV. Exceptions

CellNet and Cellular Connection HD, Bundles do NOT include telephone landline features Caller ID, Call Waiting, Call Forwarding, Three Way Calling, or Standard Voice Mail. The landline service is an "Emergency Line" only.

Note: Federal Subscriber Line Charge (\$6.50) and TDD charge (\$0.03) are included in the following bundles only:

CellNet, Total Connection HD, Cellular Connection HD, and Fivestar Connection HD

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Attachment B – Applicable to Bundle which includes Landline Long Distance Service

I. Description of Service

Plan includes:

EITHER 250 or Unlimited minutes of landline long distance service each month under the Plan selected by Customer. Service is provided in conjunction with, and customer agrees to abide by CC Communications' Standard Terms and Conditions.

II. Early Termination Fee

Not applicable to Long Distance Service

III. Special Conditions Applicable to Long Distance Service

- This agreement is only for single telephone line **RESIDENTIAL** applications. Lines found to be using service for Business will be required to upgrade to Business rates or discontinue business use.
- 250 or "Unlimited" long distance minutes pertain to direct-dialed voice calls within the 50 United States. Calls to US Territories or International locations are excluded. Calls to Directory Assistance, Operator Assistance, Calling Card, or other special dialed calls are excluded.
- If Customer Selects an optional inbound toll-free number, this usage will be combined with outbound usage for sharing of total minutes under the plan.
- Excess direct dial or toll-free inbound minutes are billed at 5 cents per minute on the 250 Plan.
- Directory Assistance calls using Area Code and 555-1212 are charged at \$0.95 per call
- Directory Assistance calls using 4-1-1 dialing are charged at \$0.65 cents per call for Fallon local numbers, and \$0.85 per call for numbers outside of Fallon local numbers.
- Calling Card Calls are charged at \$0.10 per minute
- International Calls are billed at the scheduled rate applicable to the Country/Location – see website.
- **Calls are anticipated to be standard voice calls provided under normal usage conditions. Calls to Internet Service Providers, data calls, auto-dialer, contest lines, three-way calls, call-forwarded calls, gaming chat, or other repetitive or continuous or long duration calls will constitute an abuse of service and are grounds for discontinuance of long distance service.**

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Attachment C – Applicable to Bundle which includes DSL High Speed Internet Service

I. Description of Service

Plan includes: High Speed ADSL Internet Access Service under the Plan selected by Customer, commonly referred to as either 768 K or 4 Meg or 6 Meg or 10 Meg or 20 Meg. The term Meg is used to denote megabits per second - also abbreviated as Mbps and the term K refers to kilobits per second. Speed denoted in plan refers to download speed only. All connections are Asymmetrical (ADSL) meaning that transmission is a different speed in each direction. Upload speeds are considerably less than download speeds. The Service is provided in conjunction with, and customer agrees to abide by, 1) CC Communications Standard Terms and Conditions and 2) CC Communications Internet Acceptable Use Policy (AUP). (Both documents are incorporated herein by reference and may be amended from time to time.)

II. Early Termination Fee

- \$185.00 if subscriber disconnects in fewer than 13 months, not applicable if disconnected after 13 months.
- Customer agrees to return ADSL modem and line filters within 5 days of termination **or pay equipment fee of \$100.00.**

III. Special Conditions Applicable to ADSL Internet Service

- Only dynamically assigned PRIVATE IP addresses are provided for Internet access using Dynamic Host Control Protocol (DHCP). Public IP addresses are available for an additional fee, however customer applications requiring the use of the Public IP may not be supported as part of standard technical support.
- Free Technical Support is anticipated to be limited to Windows XP or later operating system configuration, standard web access and end user email type of applications.
- Applications that require public IP address for use by File Transfer Protocol (FTP) clients, Internet servers, hosting equipment, virtual private network (VPN) circuits, online chat or games, or similar applications are NOT covered by our free technical support, but may be supported at standard labor rates.
- Customer's computer software applications requiring special configuration for use with the Internet are the responsibility of the customer. Provider will provide configuration settings for use with Provider's service. Customers must supply their own computer, which is compatible with Provider's service.
- Free Technical Support is only for single user applications. Local Area Network (LAN) addressing or LAN routing or reverse DNS configuration may supported on a time and materials basis.
- This service is not available for resale. If Customer is found to be reselling the service it will be grounds for termination of service.
- CC Communications will provide compatible ADSL modem, telephone line filters, and Ethernet cable. Customer's computer must have a Network Interface Card (NIC) with an 8-conductor modular pin (RJ45) for 10/100-Base-T Ethernet type of network connection.
- Speed of ADSL lines will vary in accordance with many factors. Provider makes no warranty with respect to speed of the line.

Provider engineers network using local line speed tests to allow for typical speed of:

768 Kbps downstream and 128 Kbps upstream on 768 K Plan
4.0 Mbps downstream and 512 Kbps upstream on 4 Meg Plan
10.0 Mbps downstream and 1.0 Mbps upstream on 10 Meg Plan
20.0 Mbps downstream and 1.0 Mbps upstream on 20 Meg Plan
20.0 Mbps downstream and 3.0 Mbps upstream on Fiber Internet 20/3 Plan
35.0 Mbps downstream and 5.0 Mbps upstream on Fiber Internet 35/5 Plan
50.0 Mbps downstream and 5.0 Mbps upstream on Fiber Internet 50/5 Plan

Provider's installer will test modem to ensure that the device meets this minimum throughput in Provider's service area. Modem may be capable of bursting to greater speeds under ideal conditions. Modem supplied will automatically adjust to a variable speed based on conditions of service end to end. Speed is affected by each of the following:

- Computer configuration and performance of user-supplied computer (source of greatest variation.)
- The number of other applications user is running at the same time as their Internet connection ó especially virus detection software, or memory intensive applications.
- The connection to the server on the other end (if for example www.myfavoritesite.com is on a dial-up connection it can't run any faster than the connection that site has to the internet.)
- The number of router hops in the path to the server on the far end.
- The general peak or off-peak time of day congestion experienced on the Internet as a whole.

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Attachment D – Applicable to Bundle which includes Television Service

I. Description of Service

A Typical TV Bundle Plan includes:

- Tier 1 Basic and HD channels
- Optional Tier 2 Digital Basic and HD channels
- Optional Tier 3 Digital Expanded Basic and HD channels (requires Tier 2)
- Video on Demand & Pay Per View
- Digital Music Channels
- Single Video Stream

In some cases the customer may elect to have one or more bundled items removed and receive a discount.

A typical optional list of features may include:

Additional concurrent video streams #	\$6.95 each/mo
The Filipino Channel	\$10.95
Premium Channels (including HD)	
Starz/Encore SuperPak	\$ 9.95
Cinemax (2 channels)	\$ 7.95
HBO	\$15.95
Showtime/The Movie Channel	\$15.95
Digital Video Recorder	\$ 5.95
Whole Home Digital Video Recorder	\$ 8.95

All television offerings are subject to technical capability of facility at servicing address. Each concurrent stream will be billed at above rates regardless of whether stream is for standard or high definition signal or whether stream is fed out of same or different set top box. In some cases video streams are discounted in the bundle.

Service is provided in conjunction with, and customer agrees to abide by CC Communications' Standard Terms and Conditions

Installation Fee ó upgrade outside line	\$185.00 Regulated Charge (<u>waived with signing of this term contract</u>)
Standard* Install, 1 Stream, 1 Computer	\$ 99.95 Labor and cables and 2 jacks ó one for TV one for Computer
Standard* Install, 2 Streams, No Computer	\$129.95 Labor and cables and 2 jacks ó for two TV's
Standard* Install, 2 Streams, 1 Computer	\$149.95 Labor and cables and 3 jacks ó for two TV's and one Computer
Upgraded* Install	add \$100.00 to Standard* install price

- * Standard install uses exposed wiring wrapped around outside of house and holes drilled through walls
- * Upgraded install uses hidden wiring run through crawlspace or attic and fished through to wall outlets

Standard labor per hour	\$100.00 Applies to custom work, and is billed in 1/2 hour increments
Premise Visit	\$ 35.00 Applies to each visit to Customers Premise, in addition to labor
Each new outlet [%]	\$ 99.95 Applies to each visit to Customers Premise, including labor

[%] New Outlet may include, but is not limited to, Backfeeding existing TV's from same set top box, or adding another video stream, phone jack, computer jack, or PC firewall/router.

Installation fee(s) may be applicable at initial install, as well as subsequent moves or rearrangements of equipment or reinstallation of service at different location(s) or on different or additional TV's or computer(s). The above list of fees is illustrative only, and prices are subject to change in accordance with paragraph IV of the Bundled Service Plan Master Term Contract.

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Attachment D – Applicable to Bundle which includes Television Service - continued

II. Early Termination Fee (plus equipment charges if not returned)

\$200.00 if subscriber disconnects in fewer than 6 months, \$100.00 if disconnected between 6 and 25 months.

III. Special Conditions Applicable to Digital Television Service

All TV packages include Enhanced Worry Free Wire Maintenance Plan to include DSL modem.

IV. Property Loan Agreement (applies to all equipment supplied by CC Communications)

Provider shall provide the Customer with the equipment necessary for the service ordered.

The Customer agrees that the equipment is the property of, and shall remain the property of, Provider at all times. The Customer accepts responsibility for the equipment while it is in Customer's possession and agrees to return the equipment, in good appearance and working condition, to Provider upon termination of service. Customer's responsibility for the equipment extends until Provider actually takes possession of said equipment.

The Customer agrees to provide AC power and plug the equipment into a surge suppression protector. If the Customer does not have a surge suppression protector, the Provider may make one available.

The Customer grants Provider the right to enter users premises upon reasonable notice and during reasonable times for the purpose of installing, inspecting, or maintaining the equipment.

The Customer acknowledges receipt of the following equipment and agrees that if said equipment is not returned within 5 days after termination of service, that Provider shall have the right to charge for the missing equipment at the following rate:

_____ Set Top Box(es) at	\$250.00 per unit (single stream box)
_____ Set Top Box(es) at	\$500.00 per unit (multi-stream box)
_____ Remote Control(s) at	\$ 15.00 per unit.
_____ ADSL Modem(s) at	\$100.00 per unit.
_____ Ethernet Switch(es) at	\$ 50.00 per unit.

In the event that customer fails to return the equipment in good working order prior to the account being turned over to outside collections, CC Communications shall no longer be obligated to accept returned equipment and customer shall be responsible for the full cash value of the equipment noted above.

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Attachment E – Applicable to Bundle which includes Cellular Service

I. Description of Service

Provider shall provide Cellular service which includes access to cellular radio signals on Provider's own network and networks owned or operated by Provider's roaming partners, for the purpose of completing voice calls originated by or received by, Customer's compatible handset or like equipment. Service may also include sending or receiving text messages and data traffic, where facilities exist, and subject to Customer's service plan. Service is provided in conjunction with, and customer agrees to abide by, Provider's Standard Terms and Conditions incorporated herein by reference as may be amended from time to time.

II. Term/Termination/Grace Period

Customer agrees to keep their Cellular service active and paid current for a minimum period of 25 months. All conditions remain in effect after the initial term expires. Customer has a maximum period of fourteen (14) calendar days "Grace Period" to try out the service. Provider will not impose an early termination fee if the Customer cancels service during Grace Period, provided Customer returns any equipment purchased in the original packaging, with all accessories, in like new condition. Other charges incurred by Customer during Grace Period will still apply, including, but not limited to: airtime charges, long distance charges, roaming charges, text messages, and other data services.

III. Early Termination Fee

Cellular termination fee will be equal to the actual amount of handset subsidy identified in the Pricing section of this agreement, reduced by prorating the subsidy as follows: 0-6 months in service 0 no prorate, 6-12 months service, subsidy is prorated to 75%, 12-18 months in service, subsidy is prorated to 50%, and for in service length of 18-24 months subsidy prorate is 25%. For example: Subsidy amount equals \$240.00. After 13 months in service the termination fee of \$240.00 would be multiplied by 50% for a remaining amount of \$120.00.

The termination fee may be waived at the discretion of Provider if circumstances warrant.

IV. Maintenance of Service

Provider agrees to provide cellular radio signals and access to the cellular network on a 24-hour, seven days a week basis.

Since radio signals are subject to many factors which can diminish signals or otherwise cause interference, including limitations of Customer's own equipment, Provider makes no warranty, express or implied, with respect to merchantability or fitness of purpose. Plan descriptions, maps, brochures and other like material are for the general purpose of indicating where a Customer can reasonably expect service to be operable, but do not constitute a guarantee of coverage on the part of Provider.

In the event of an extended outage of eight (8) hours or more due to failure of Provider's network, Provider will, upon request, reimburse customer for the applicable prorated amount of their monthly service fee. Provider does not issue credit for outages caused by power failures, Customer's equipment malfunctions, or circumstances beyond the control of Provider such as failure of connecting company facilities. Provider will respond to network outages within four (4) hours of identification of a network outage affecting at least 10% of the system and make diligent efforts to restore service as soon as possible. Customers may report outages or other service problems by calling **6-1-1 or 775-423-3428**.

V. Special Conditions

- Unlimited airtime and/or long distance minutes pertain to direct-dialed voice calls within the continental United States. **EXCLUDED ARE: Calls to International locations, including North America, offshore territories of the US, Directory Assistance, Operator Assistance, Calling Card, or other special dialed calls.**
- Quality and operability of cellular radio service will vary in accordance with many factors, including but not limited to, any of the following:
 1. Weather
 2. Building structure, metal/brick, etc.
 3. Distance from nearest signal tower
 4. Customer handset quality, configuration, and battery condition
 5. Connecting carrier facilities and signal handoff arrangements
 6. Network load during peak usage

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Attachment E – Applicable to Bundle which includes Cellular Service - continued

V. Special Conditions – continued

- Timing of calls
 - A. Chargeable time for calls originated by a cellular radio unit begins when connection is established to Company's facilities and ends when the cellular radio unit disconnects, provided that there will be no charge for outgoing busy and unanswered calls.
 - B. Chargeable time for call received by a cellular radio unit begins when the call is answered and ends when the cellular radio unit disconnects.
 - C. Usage on each call is rounded up to the next minute for billing purposes.
 - D. When a connection is established in one rate period and ends in another, the rate in effect for each period applies to the portion of the connection occurring within each rate period.
 - E. Roamer airtime rates and access fees will apply in areas designated as roaming, including calls to check voice mail.
- Customer understands and agrees that CC Communications uses commercially reasonable methods to prevent interception of wireless calls and that any unauthorized interception by third parties is not the responsibility or liability of CC Communications.

VI. Data Services

a) Intended Use

Mobile data services offered by CC Communications are intended solely for use with wireless telephone handsets commonly referred to as cell phones and smart phones. Our data Services and your Device may allow you to access the internet, text, pictures, video, games, graphics, music, email, sound and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (third party websites, games, ringers, etc.). We make absolutely no guarantees about the Data Content you access on your Device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent or objectionable. You are solely responsible for evaluating the Data Content accessed by you or anyone on your account. We strongly recommend you monitor data usage by children/minors. Data Content from third parties may also harm your Device or its software. To protect our network, Services, or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.), impose separate charges, limit throughput or the amount of data you can transfer, or otherwise limit or terminate Services. If we provide you storage for Data Content you have purchased, we may delete the Data Content with notice or place restrictions/limits on the use of storage areas. You may not be able to make or receive voice calls while using data Services.

- **Premium content (games, ringers, songs, etc.) are not included in the plan and are priced separately.**
- **Access to a given website, email or corporate server is not guaranteed.**

b) Restrictions on Use

You cannot use our Services: (a) to transmit content/messages that are, or in any manner that is, illegal, fraudulent, threatening, abusive, defamatory, or obscene; (b) in a way that could cause damage or adversely affect our customers, reputation, network, property or Services; (c) to communicate any unsolicited commercial voice, text, SMS, or other message; (d) to infringe on the copyright of another, or upload or transmit any "virus," "worm," or malicious code; or (e) in any way prohibited by the terms of our Services, the Agreement or our Policies. We reserve the right to limit, suspend or constrain any heavy, continuous data usage that adversely impacts our network performance or hinders access to our network. If your Services include web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose.

The services may not be used with or for:

- a. Mobile Office Kits,
- b. PC Cards,
- c. PDAs,
- d. Phone as modem,
- e. Tethering,

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Attachment E – Applicable to Bundle which includes Cellular Service - continued

VI. Data Services - continued

- f. Server devices or host computer applications,
- g. Other systems that drive continuous heavy traffic or data sessions,
- h. A substitute or backup for private lines or frame relay connections,
- i. Automated upload or download, or
- j. other wireless modem devices.

c) Network Management

We can take any action to: (1) protect our network, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our network and Services. Some of these actions may interrupt or prevent legitimate communications and usage - for example, message filtering/blocking software to prevent SPAM or viruses, limiting throughput, limiting access to certain websites, applications or other Data Content, etc. For additional information on what we do to protect our customers, network, Services and equipment, see our Acceptable Use Policy and Visitor Agreement at our website. We reserve the right to deny or terminate service without notice for any misuse or any use that adversely affects network performance. Availability of downloadable or streaming content is subject to change.

VII. Pricing:

Plan Name - Description

Price per month

SMART PHONE PLAN

\$99.00 stand alone plan (requires smart phone)

Plan includes unlimited Nationwide Data Access and Unlimited Nationwide Text Messages.

Plan also includes unlimited Nevada voice minutes and 100 "Roaming" voice minutes

"Nevada" is defined as calls made from anywhere in the State of Nevada to anywhere within the State of Nevada using area codes 775 and 702. "Roaming" applies to all calls originated from, or received in, locations outside Nevada. Roaming excess is \$0.35 per minute for airtime plus any long distance from the originating location to the terminating location. Plan includes 250 minutes of "Long Distance." Additional Long Distance is \$0.10 per minute to most US locations. "Long Distance" applies to calls from within Nevada to locations outside of Nevada, but within the Continental US.

UNLIMITED NATIONWIDE TEXT
with UNLIMITED NEVADA VOICE

\$39.00 stand alone plan, rate billed in advance
(no minimum term commitment required)

Plan includes unlimited Nationwide Text Messages. Plan also includes unlimited Nevada voice minutes

Plan does not include any long distance or roaming voice minutes, however they may be either paid by the minute or added for the following fees: \$5.00 for \$250 long distance minutes, or \$5.00 for 100 Roaming Minutes, or \$7.50 for both.

"Nevada" is defined as calls made from anywhere in the State of Nevada to anywhere within the State of Nevada using area codes 775 and 702. "Roaming" applies to all calls originated from, or received in, locations outside Nevada. Roaming excess is \$0.35 per minute for airtime plus any long distance from the originating location to the terminating location. Long Distance is \$0.10 per minute to most US locations. "Long Distance" applies to calls from within Nevada to locations outside of Nevada, but within the Continental US.

Unlimited Nevada 60/120/250

\$39/\$49/\$69 1st phone, and \$15/\$15/\$20 each additional (max 3)

Plan includes unlimited local minutes and either 60, 120 or 250 non-local "Roaming" minutes

"Nevada" is defined as calls made from anywhere in the State of Nevada to anywhere within the State of Nevada using area codes 775 and 702. "Roaming" applies to all calls originated from, or received in, locations outside Nevada. Roaming excess is \$0.35 per minute airtime. Plan includes 250 minutes of "Long Distance." Additional Long Distance is \$0.10 per minute

"Long Distance" applies to calls from within Nevada to locations outside of Nevada, but within the Continental US.

CC Communications
Standard Terms and Conditions for Bundled Service

Attachment E – Applicable to Bundle which includes Cellular Service - continued

Warranty Sheet

Date: _____ **Customer Name (print)** _____

Cell Phone Number: _____ **Customer Signature** _____

Activation and Miscellaneous Service Fees

Activation Fee \$35.00
ESN Change \$15.00
Plan Change# \$ 4.95
Programming Change \$15.00

Troubleshooting
of Customer Phone \$15.00

Copy address book \$ 4.95

Copy photos \$15.00

Warranty expires: _____

Service Plan: _____

Features: _____

ESN/MEID: _____

Phone Model: _____

Trade-In _____yes _____no

Contract Extension to: _____ **initial**
date

OR: Honor Existing Contract expires: _____ **initial**
date

Plan change is administrative fee only. Certain plan changes may be subject to early termination fee for downgrade of service, or equipment charges for trade-out of equipment before expiration of contract term, or require contract extension.

Retail Price of Handset = \$_____ Contract price of Handset = \$_____ Subsidy* = \$_____

* = Subsidy is used to determine early termination fee in accordance with contract Attachment E paragraph III.

Text Messaging and CC Gateway Data Services may be added to any plan EXCEPT the Emergency plan for an additional fee

Text Messaging Plans Customer initial selection(s)

_____ \$ 4.95/mo 700 in or out messages per month

_____ \$14.95/mo Unlimited in or out messages per month

_____ Each text message over the allotted amount will be billed at 3 cents each

Data Plans:

_____ \$ 5.00/mo access to 1xRTT network and WAP Deck (requires a text plan also)

_____ Downloads for ring tones and wallpaper will be billed at the price quoted on the website.

_____ Smart Phone Plan and Unlimited Everything Plans includes either 1xRTT or 3G data access to internet and email applications depending on capability of handset and network at time of call.

The above list of fees is illustrative only, and prices are subject to change in accordance with paragraph II of the Standard Terms and Conditions portion of Master Term Contract.

Internal Use Only:

Original Equipment PO _____

This document constitutes official:

PROOF OF PURCHASE