

**NEW HOPE TELEPHONE COOPERATIVE, INC. AND
NEW HOPE TELEPHONE COOPERATIVE LONG DISTANCE, IMC. D/B/A ICE MEDIA GROUP
CUSTOMER SERVICE AGREEMENT**

This document, along with, as applicable, Your Service Order, Our Price List, Tariff, Acceptable Use Policy (Broadband), and Fair Access Policy (Broadband) (collectively, the "Agreement"), describes the terms and conditions under which New Hope Telephone Cooperative, Inc. ("New Hope"), its subsidiaries and affiliates, including New Hope Telephone Cooperative Long Distance, Inc. d/b/a ICE Media Group, and any of its agents, ("New Hope", "We", "Us", or "Our"), provide telecommunications, video, information and other services ("Service" or "Services") and any related Equipment to you ("You" or "Your") and constitutes the Agreement between you and New Hope. By applying for, subscribing to, using, or paying for the New Hope services described below, You acknowledge that You have read and understand this Agreement, and that You agree to be bound by the charges, terms and conditions set forth in this Agreement. **The terms of this Agreement will apply to all Service(s) and/or Equipment You purchase from New Hope now, or in the future, unless such terms are superseded by tariff, price list or the terms of a separate written agreement or agreements.** With regard to the provisioning of wireline Services regulated by Tariffs filed with the Alabama Public Service Commission, in the event of a conflict between the terms and conditions of this Agreement and any such applicable Tariff, the terms and conditions of the Tariff will control.

YOUR SERVICE

1. Description. We will provide the Services that You have requested, as those Services are described in the Service Order or, as applicable, Our Tariff or Price List. For purposes of this Agreement, "Service Order" shall include the terms of any service application or service plan through which Services are obtained.

2. Service Commitment.

2.1. Minimum Service Term. If You terminate Service prior to the expiration of the Minimum Service Term associated with the Service option You have selected ("Service Order"), You will owe any Termination Fees as described in your Service Order or, as applicable, Our Price List, unless waived by Us in Our sole discretion and in writing as part of a new Service Order, in addition to such other fees due and payable under this Agreement and any fees for the non-return of non-purchased Equipment.

2.2. Initial Term; Renewal Term. The initial Service Term is specified on the Service Order or, as applicable, in Our Price List and, unless otherwise stated therein, begins on the date that Your service is activated and available for Your use. Thereafter, this Agreement shall renew automatically for successive periods of one (1) month until terminated by You or Us.

3. Equipment.

A. General. For the duration of Your Agreement, We will provide You with Equipment at the prices and under any terms and conditions provided in the Service Application or, as applicable, Our Price List. At Our option, You may either lease said Equipment, in which event the Equipment shall remain Our property, or You may purchase the Equipment. New Hope does not manufacture the Equipment used by customers for its Services, and is not responsible for defects in equipment manufactured by others, any harm to the user or others, or any disruption or defect in the network of any underlying carrier. Your sole remedy in the event of a product defect is any applicable manufacturer's warranty.

B. For Broadband/Internet Services Only. We will sell You the DSL modem and, if necessary, voice filters necessary to provide Broadband Services. In the event that You lease Equipment and said Equipment is defective, we will replace the Equipment without charge if your account is in good standing and there is no evidence that You have impermissibly modified, broken, or damaged the Equipment. You agree that We may upgrade or replace such leased Equipment at any time, at which time You agree to return the original Equipment. Our Broadband Services Equipment and service instructions are designed to allow You to perform all installation necessary at Your premises. You are responsible for having a compatible computer system with a Network Interface Card and for obtaining any equipment needed to access, connect to or use Our Broadband Services at Your own cost and expense prior to obtaining Broadband Services. You must also ensure the compatibility of the equipment You provide with Our Broadband Services before receiving those Services. Unless otherwise prescribed in writing, Our only responsibility for initialization of Broadband Service is the necessary Subscriber line connections in the remote terminals and to the central office equipment necessary to provide the Services on Your line. Any deviation from Our Standard Professional Installation Procedures for any Service will result in the installation being classified as a Non-Standard Installation, in which event additional charges will apply. We may waive certain installation fees upon Your agreement to retain Services for a stated term, and in such event, We reserve the right to charge the waived installation fees if You discontinue the Services prior to the end of that term. **WE DO NOT REPRESENT, WARRANT OR COVENANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE OR USE THE SERVICES, OR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES, TELEVISION, STEREO OR**

PERIPHERALS. IN ADDITION, NEW HOPE AND ITS AGENTS AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE OR OPERATE THE EQUIPMENT OR SERVICES BY YOU. THE FOREGOING LIMITATION OF LIABILITY IS IN ADDITION TO AND SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY AND ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT. You expressly permit Us to enter the premises for the purpose of installing, inspecting, maintaining, repairing, or removing any Equipment We provide to You. We do not offer computer and/or computer peripheral device service or maintenance. In the event that You request that New Hope render assistance in the installation of equipment within your home, such installation shall be subject to an addendum attached to this Agreement. You acknowledge that Internet service is a fixed-location service and may not be moved to a different residence (even if the phone number remains unchanged) or to a different phone number without payment of the new connection fees and any applicable early termination fees.

YOUR RESPONSIBILITIES

4. Use of the Service.

4.1. Minimum System Requirements. Your computer(s) or other premises equipment connected to New Hope facilities must meet certain minimum requirements in order to utilize the Service. For wireline services, it may also be necessary to install inside wiring or other facilities to complete installation of the Service. Any fees for such wiring and/or equipment will be billed to You based on the rate(s) or price(s) set forth in Our Price List for technicians or for such equipment. You agree that We, and Our employees, agents, contractors and representatives shall have no liability whatsoever for any damage, loss or destruction occurring as a result of the installation of any inside wiring and/or equipment at Your premises. You acknowledge that DSL requires a working telephone line and that You are solely responsible for the costs associated, directly or indirectly, with said line (which may be provided by New Hope as part of a bundle). OUR LIABILITY, IF ANY, FOR FAILURES IN WIRING AND/OR EQUIPMENT, WHETHER CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS, CONTRACTORS AND/OR REPRESENTATIVES OR OTHERWISE, IS EXPRESSLY LIMITED TO A CREDIT FOR THE CHARGES BILLED TO YOU FOR INSTALLATION OF THE SERVICE. You are obligated to notify Us immediately of any alleged failures in wiring and/or equipment installed by Us for which a credit allowance is desired. Before giving such notice, You are responsible for ascertaining that the trouble is not being caused by any act or omission in Your control, or is not in the wiring or equipment that You have furnished and is connected to Our facilities.

4.2 Responsibility for Use. You are responsible for anyone that uses your Service and their compliance with these Terms and Conditions. You acknowledge that the Internet may contain material or information that is unsuitable for minors and agree to supervise usage of the Service by minors.

4.3. Compliance with Laws and Policies. You agree to comply with all applicable federal, state and local laws, rules and regulations in connection with Your use of the Service. If you have purchased Broadband or Internet Services, You agree to adhere to Our Acceptable Use Policy and Fair Access Policies (see attached), as the same may be amended from time to time. Your use of Our Broadband, Internet or Video Services also constitutes your agreement to abide by all applicable copyright laws, including the Digital Millennium Copyright Act ("DMCA"), which is incorporated herein by reference, and Our DMCA policy, as amended from time to time. A copy of such policies may be viewed at www.nhtc.coop.

4.4 Multiple Use of Account. For Broadband Services Only. Unless otherwise authorized by Us, you agree not to permit more than one high-speed Internet log-on session to be active at one time. A log-on session represents an active connection to Your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment or office complex) to Your modem and/or router to access the Service (including the establishment of a "WiFi" hotspot), but the Service may only be used at (depending on the class of service ordered) the single home, office or commercial location (e.g., restaurant or coffee shop) or single unit within a multiple dwelling unit for which Service is provisioned by Us, unless otherwise authorized by Us. You may not use a WiFi hotspot in violation of this Agreement or in a way that circumvents Our ability to provide Service to another customer (e.g., You cannot use a WiFi hotspot to provide Service outside Your single home or commercial location or outside Your single unit within a multiple dwelling unit and You cannot resell Service provided over a WiFi hotspot). You may not use more than one IP address for each log on session unless an advanced service allocating You more than one IP address has been purchased. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. You may not use the Service for resale or license of any nature whatsoever without Our prior consent, which may be given or withheld in Our sole discretion. You are responsible for: (1) all access to and use or misuse of the Service, even if the inappropriate activity was committed by a friend, family member, guest, customer, employee or any other person with access to Your account or password(s), regardless of whether You authorized the use of the Services; (2) ensuring that all end users, including WiFi users, comply with all terms of Our Acceptable Use Policy, and that includes all users of any WiFi network You provide. You are solely responsible for obtaining sufficient identification of users of Your WiFi network. You are responsible for

any fees incurred for the Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms and conditions contained in the Agreement. Any use of the Service other than as specified above constitutes a material breach of this Agreement, regardless of whether You receive any compensation for such use, and may result in the immediate termination of the Service and the imposition of any Termination Fees, without prejudice to any other rights and remedies available to Us under this Agreement, at law and at equity.

4.5. Security. You are solely responsible for the security of any device You choose to connect to the Service, including any data stored on that device. You assume any and all risks relating to the security of Your communications, data and network and its potential access by others, including, but not limited to the transmission of any computer virus or similar software which alters, disables or destroys, in whole or in part, the hardware, communications, data and/or network. You acknowledge Your responsibility to take reasonable measures to protect the security of any equipment connected to the Service, including maintaining at Your cost an up-to-date version of anti-virus and/or firewall software to protect Your computers from malicious programs. We may suspend your Service until the problem is resolved in the event of a malicious program infecting Your computer or telecommunications device that causes a violation of Our Acceptable Use Policy. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension.

4.6. E-Mail Privacy. Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination and total privacy cannot be guaranteed. You agree that We may examine mail on Our own mail servers when allowed under law or as part of system maintenance or troubleshooting, for example, when investigating e-mail delivery problems or pursuant to a valid state or federal civil or investigative demand.

5. Fees and Payment.

5.1. Fees; Taxes; Charges; Payment Terms; Other Charges. Our bills are subject to payment in accordance with Our existing schedule of prices ("Our Price List") or as otherwise described in your published Service Plan and subject to any pricing commitments contained in the service application, without deduction or setoff of any kind. Recurring monthly fees are due and payable in advance of each monthly billing period for which You have purchased Service. Monthly fees are non-refundable, except as provided specifically herein. The initial invoice may include the fee for installation, initialization or activation, and may include other applicable non-recurring installation charges, including, but not limited to, charges for Equipment and, where applicable, inside wiring. You agree that You are responsible for paying all applicable federal, state and local use, excise, sales or privilege taxes, and all governmentally imposed fees chargeable to Us as a result of Our provisioning of Service to You.

A. Account Statement. Should we offer electronic statements for a particular Service(s), you must choose to receive either an electronic or paper bill for Services. You must provide Us with Your name, address, telephone number and the name of a designated officer or agent, if a business. Should any of Your billing information change, You agree to notify Us in writing within the notice provisions set forth in this Agreement.

B. Payment. You agree to remit a check, money order, credit card or debit card payment, or electronic funds transfer to the address We provide in your monthly statement, to any of our local business offices or to any electronic payment system We may utilize. Payment is due and payable upon receipt and is overdue twenty-one (21) days after the date shown on the bill. We will apply Your payments first to any unpaid interest charges and then chronologically applied to the oldest invoice. If Your check, draft or similar instrument (collectively "check") is returned unpaid by a bank or other financial institution to Us for any reason, We will bill You a bad check charge of thirty dollars (\$30.00). In addition, You are responsible for replacing the returned check with a payment in cash or equivalent to cash, such as a cashier's check, certified check or money order prior to the payment due date. In such case, the bill is not considered paid until We receive full payment in immediately available funds.

C. Late Payment. Interest will accrue on any charges not paid when due at the lesser of one and one half percent per month (1.5%) or the maximum rate permitted by applicable law. If We do not receive payment by the due date, We may suspend any Services not regulated by Tariff or terminate this Agreement without notice to You. Such suspension or termination will not relieve You of your obligation for all billed and accrued charges, plus any Termination or reconnect or reactivation Fees. We reserve the right to correct and charge under-billed amounts for a period of ninety (90) days after the incorrect statement was issued.

5.2. Payment Authorization. If you arrange to participate in any electronic or draft payment system We may offer, We may charge Your credit card or debit card (a "Card Payment") or initiate an electronic funds transfer out of Your bank account ("EFT Payment") for payment of all Service fees, any Termination Fees or any other amounts payable under the Agreement. You must provide current, complete, and accurate information for Your billing account and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number). If We are unable to process and receive payment via Your credit or debit card, Your account may be immediately suspended or terminated, and You will remain responsible for all amounts owed Us under this Agreement. Your card issuer agreement governs use of Your credit

or debit card payment in connection with the Service, Your rights and liabilities as a cardholder, or for any charges related to Your use of Your charge over Your credit limit or similar violations of Your card issuer agreement.

5.3. Disputes and Partial Payments. We will make available to You a statement for each billing cycle showing payments, credit purchases and other charges. If You dispute the validity of a charge or need additional information regarding a charge, You must contact Us within forty (45) days of receiving the statement containing the charge. Such a dispute will not relieve You of your obligation to pay your full bill on time. We may, but are not required to, accept partial payments from You. If partial payments are accepted, they will be applied first to the oldest outstanding charges. If You send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, We may, but are not required to, accept them, without losing any of Our rights to collect all amounts owed by You under this Agreement.

5.4. Reactivation. If Your Service is suspended or terminated due to Your default or violation of this Agreement, We may require before reactivating service: (a) an additional deposit or advance payment as determined by Us based on account and credit history; (b) a reactivation fee; (c) all outstanding amounts owed for service rendered; and (d) if installation or new Equipment is required, appropriate installation or Equipment charges. Advance payments will appear on Your statement as a credit, and service charges and other fees will be invoiced as described above. If You fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Such credit amounts shall not earn or accrue interest.

5.5. Credit Inquiries and Deposits. You authorize Us to make inquiries and to receive information about Your credit experience from others, including credit reporting agencies, enter this information in Your file and disclose this information concerning You to appropriate third parties for reasonable business purposes. If it is determined that you may be a credit risk based on (1) an unsatisfactory credit rating or lack of credit history; (2) a record of late payments for either present or past bills (including Our bills); or (3) prior fraudulent, illegal, or abusive use of any Our services; then as a condition of service We may require that You place a deposit with Us or make an advance payment to secure payment for the Services We provide to You. Your deposit and/or advance payment will not exceed the amount of any non-recurring charges to initiate service, plus the estimated recurring monthly charges for one (1) month of Services billed in advance, plus the estimated usage charges for two (2) months of Services billed in arrears, such as long-distance service, plus any applicable equipment deposit. You will not receive interest on any advance payment, which will be applied to all subsequent bills until exhausted. You will receive interest on any deposit at the rate of seven percent (7%), which shall be added to and considered part of Your deposit. If You fail to pay for the Services when due, We may, without providing You notice, apply the deposit to offset the amount You owe Us. If You pay Your bills by the due date for six (6) consecutive billing months, We will credit Your account with the deposit. If there is a credit balance on Your account after the deposit is applied, We will refund or credit that amount to You. Please allow up to four (4) weeks for the processing of a refunded deposit.

5.6 Credit Limits. Based on Your payment history or Your credit score obtained from credit reporting agencies, We may set a credit limit on Your account at any time. If You exceed your credit limit, We may restrict Your access to the Services We provide, such as direct-dialed and operator-assisted long-distance services and calls requiring a 900 or 976 prefix. In the case of telephone service, this restriction on Your access to the Services will not affect Your access to or use of 911 emergency services.

5.7 Representation and Warranty of Subscriber. You represent and warrant that You are an individual of at least 19 years of age and have the capacity to enter into contracts without the consent or approval of any other person. If an entity, You represent that You are duly organized and in good standing in the jurisdiction of its organization and in the State of Alabama, and that the execution and delivery by You of any application form and Standard Terms and Conditions of Service and the performance by You of its obligations thereunder have been duly authorized, do not require the approval or consent of any person or any local, state, federal or other governmental authority, and do not and will not conflict with, result in any violation of or constitute any default under and provision of Your articles of organization or by-laws or other organizational documents or any contract, agreement, document or instrument to which You are a party or by which You are bound.

REVISING, CANCELLING OR SUSPENDING YOUR SERVICE

6. Modifications and Terminations.

6.1. Modification of the Agreement, Including Price Changes. From time to time, We may revise the prices and charges for Our Services as follows: (1) Price decreases or changes in the collection of taxes or government imposed fees or surcharges will be made with no prior notice to You; (2) Promotional pricing and terms, or other pricing commitments, will expire in accordance with the terms applicable to each promotion or commitment, without further notice to You. Upon the expiration of any such promotion or commitment, prices may be revised in accordance with the provisions of this paragraph; (3) All other price increases, or changes in non-pricing terms and conditions will be effective no sooner than thirty (30) days after We provide

written notice to You. Such written notice under this paragraph may be provided in a bill insert, as a message printed in or on the Our bill, in a separate mailing, by email, text message or by any other reasonable method at Our discretion. If You do not accept the modified rates, charges, or terms and conditions of the Agreement, or the modified operation of the Service, You must terminate the Service and this Agreement in writing within thirty (30) days of the date of the notice. You have the right to terminate this Agreement pursuant to Section 6.1 without incurring early termination fees or reinstatement of installation charges. This termination option applies only to rate increases by New Hope and does not apply to increases of taxes, surcharges and fees imposed by government authorities or regulatory agencies. Use of the Service after the effective date of such changes or additions constitutes Your acceptance of such changes. **YOUR SOLE REMEDY FOR ANY CHANGE MADE BY US IS THE RIGHT TO TERMINATE THIS AGREEMENT BY THIS DEADLINE.**

6.2. Modification of the Service.

A. General. We may discontinue, add to or revise any or all aspects of the Service in Our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service. Without limiting the foregoing, We reserve the right at Our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, or other content provided to You by Us in connection with the Service. We may, but are not required, to notify You by e-mail, video message, online via one of more of the websites within the Service, text message or by other electronic notice at least thirty (30) days before any material change in the Service if within Our control or as early as practical if caused by a third party. If You do not agree to such changes, then You must cancel Your subscription and stop using the Service prior to the effective date of such changes. Use of the Service after the effective date of such changes or additions constitutes Your acceptance of such changes. The printed or electronic version of the Agreement and of any notice given in electronic form shall be admissible in a judicial or administrative hearing based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

B. For Broadband Service Only. We may take any action consistent with our Acceptable Use and Fair Access Policies, including actions to (a) prevent bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if Your e-mail account has not been accessed by You within a time We may establish from time to time, (c) instruct Our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to Us or our subscribers, subject to the provisions contained in Section 8 of this Agreement, (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers.

6.3. Termination by You. You may cancel Your order before the first of the ordered Services is initialized, activated or and/or installed, without charge. Service will be considered installed when such service is activated and ready for use, regardless of whether You are actually using such Service or have connected it to any equipment inside Your premises. If You cancel Your order after initialization and/or installation, You will be responsible for all installation and connection charges, any billed or accrued, but unpaid, service charges through the date of cancellation (including for service paid in advance), any charges for damaged or unreturned leased Equipment and any Termination Fees. Any termination notice may be by telephone or in person during normal business hours or by email, and must be acknowledged in writing. Termination of service after installation shall be effective upon five (5) business days' notice. Refunds will not be provided for non-defective purchased Equipment.

6.4. Termination or Suspension by Us. We may modify or terminate Service as provided in Sections 6.2 and 6.3. In addition to exercising any other rights under law, We may also terminate all Service "for cause" upon: (a) Your breach or violation of any term or provision of the Agreement (including, if applicable, the Acceptable Use Policy and/or Fair Access Policy), including any non-payment of amounts owed; (b) Your use of the Service in such a way as to cause damage to or degradation of Our Equipment or system; or (c) Your insolvency, appointment of a receiver or trustee for You, Your execution of an arrangement for the benefit of creditors or similar proceeding, or initiation by any party of any other proceeding involving You as debtor under Bankruptcy Code. We may also terminate Your service "without cause", in which case We will bill You only for the period of service, and will provide You with a pro-rata refund of any prepaid service charges. You will not receive a refund for any purchased Equipment in the event of a termination for any reason.

6.5. Post-Termination or Suspension Obligations. Except as provided herein, should Your Service, or any portion, be terminated or suspended, all amounts owed for prior Service will become immediately due and payable, in addition to any Termination Fees, and all of Our Equipment relating to such Service must be returned immediately. You acknowledge that the Equipment has an actual value greater than its purchase price because it is a means to receive programming not otherwise available to non-subscribers, and upon termination, You agree to pay charges for damaged Equipment or Equipment not returned to Us upon termination, based on the current charges set out in a schedule maintained by Us. Should You fail to return the Equipment, We may automatically add charges for payment of the Equipment and draft the credit card or checking account

that You have left on file with Us for payment. The failure to return any Equipment at the termination of the Service for which the Equipment was required will also result in Us withholding any deposit still in Our possession, and the amount of that deposit will be credited towards the purchase price of the Equipment, as those prices are set forth above. We retain sole discretion as to whether to allow Service to be reconnected after termination due to a breach or violation of the Agreement. You will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay any Termination Fees and other charges that may be due as a result of or in connection with such cancellation, termination or suspension. You will not, however, be responsible for any Termination Fees in the event of cancellation by Us under Section 6.2 unrelated to a breach or cancellation of this Agreement on Your part or Your Termination under Section 6.1 or 6.2 due to a price or term modification that has the effect of increasing the cost of Our Service to You (other than a tax increase) or materially changing the Service, although You will remain liable for all other accrued, but unbilled charges through the termination date (including any charges paid in advance). Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by You or any user of Your account. You agree to pay the reasonable costs of any action We take to collect amounts not paid when due under this Agreement, including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.

IMPROPER AND PROPER USE OF YOUR SERVICE

7. Permitted Use and Restrictions on Use.

7.1 Responsibility for Use of the Service. In addition to Your other responsibilities under this Agreement, You agree: (i) upon request, to take all actions necessary in order to install and activate the Services; (ii) to provide adequate facilities to house and operate Our Equipment; (iii) to not resell the Services to any third party except as provided in 4.4; (iv) to comply with all federal, state, and local laws, rules, regulations and tariffs that apply to the Services or this Agreement; (v) to be solely responsible to establish and maintain security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to Your computers, services or other equipment through the Services; (vi) to be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services by persons accessing those Services through Your facilities, equipment or Service Address; (vii) if a business, partnership or joint account, authorize and identify to Us at least one (1) individual who is authorized to represent You on any aspect of the Services and Your account (including, all requests for moves, additions, deletions or changes to the Services) and to notify Us of any changes to the billing address; and (viii) to notify Us immediately of any loss of service or other problems with any of the Services.

7.2. Software License. Subject to the terms of this Agreement, We grant You a personal, non-exclusive, non-assignable and nontransferable license to use and display the software provided to You in connection with the Service (including any updates) only for the purpose of accessing the Service ("Software") on any machine(s) which You are authorized to use. Unauthorized copying or reverse engineering of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as We permit in writing. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination of this Agreement and the license.

7.3. Restrictions on Use of the Service. We may immediately suspend the Service if You knowingly or otherwise engage in any prohibited activity under this Agreement. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with Our Acceptable Use and Fair Access Policies located at www.nhtc.coop, both of which are incorporated into and made a part of this Agreement, and You are responsible for compliance with such policies by others that use Your Service. You do not own, nor have any rights, other than those expressly granted to You, to a particular IP address, even if You have ordered a static IP address.

7.4. Fair Access Policy (Broadband Customers Only). If Your usage exceeds the limits set forth in the Fair Access Policy, Service Order, or Price List, We may reduce the bandwidth available to You on a temporary basis or require You to upgrade to a Service offering providing for more usage. Continued violation of the Fair Access Policy is a breach of this Agreement by You and will result in the termination of this Agreement. Internet access is not guaranteed. For specific limitations, please see the description of the service plan selected on Your Broadband Services Application.

7.5. No Unauthorized Use of Equipment or Software. You are strictly prohibited from altering, modifying, or tampering with the Our Equipment, Software or Service or permitting any other person to do the same without Our authorization. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

OTHER

8. Use and Control of Information; Service Provider Communication; Ads. We may, without obligation, liability or notice, except to the extent prohibited by applicable law, distribute, loan, sell or otherwise share with other persons or entities user lists, (Your account information that does not identify customer by name, address or similar personally-identifiable information), as well as aggregate information. Aggregate information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Service. This shall not be construed to limit Our use of other information not addressed in this Section. You agree that We, in Our reasonable good faith discretion, and without notice, to provide Subscriber and user information and records to (i) the courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, We may maintain and use internally such information and records. Information generated by or in connection with our administration of the Service shall be and remain Our exclusive property. You acknowledge that communications with Us, Our representatives and Our contractors may be monitored or reviewed for quality control and other reasonable business purposes. You also acknowledge that advertising and promotion may occur on the Service and also that neither You nor any user shall have any claim with respect to any proceeds from such activities. Our Customer Proprietary Network Information ("CPNI") policy can be viewed at 5415 Main Drive, New Hope, Alabama, or at www.nhtc.coop.

9. Limited Warranty; Disclaimer of Warranties; Limitation on Damages. THE SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BROADBAND SPEEDS, TELECOMMUNICATION TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS OR INFORMATION ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY OUR EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WE MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION, VIDEO AND/OR DATA RESIDING ON OR PASSING THROUGH AND/OR OVER THE NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY NEW HOPE SHALL BE AT THE SUBSCRIBER'S OWN RISK. YOU ACKNOWLEDGE THAT NEW HOPE IS NOT AND WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY ERRORS OR INTERRUPTION IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF NEW HOPE OR OTHERWISE.

WITH RESPECT TO CLAIMS ARISING OUT OF PROVISION OF THE SERVICES SET OUT IN THIS AGREEMENT, OUR LIABILITY OF AND THAT OF OUR EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES, OR AGENTS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES, WHICH SHALL NOT EXCEED THE GREATER OF TOTAL CHARGES APPLICABLE TO THE SERVICE FOR ONE (1) YEAR OR THE THEN CURRENT TERM OF THIS AGREEMENT. IN THE CASE OF SERVICE INTERRUPTION, OUR LIABILITY SHALL BE LIMITED TO A PRORATED CREDIT FOR THE CHARGES APPLICABLE FOR THE PERIOD OF INTERRUPTION, AND AS OTHERWISE SET OUT ABOVE. YOU ACKNOWLEDGE THAT TELECOMMUNICATIONS AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS OUTSIDE OUR DIRECT CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, WAR, CIVIL DISTURBANCE, FIRE, EXPLOSION, VANDALISM, CABLE CUT, STORM OR OTHER SIMILAR CATASTROPHE OR ANY LAW, REGULATION, DIRECTION, ORDER OR REQUEST OF ANY FEDERAL OR STATE GOVERNMENTAL AUTHORITY OR AGENCY HAVING JURISDICTION OVER US. UNDER NO CIRCUMSTANCES SHALL WE OR OUR EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES, OR AGENTS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, NOTWITHSTANDING THEIR FORESEEABILITY OR DISCLOSURE BY YOU TO US, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM DELAY, LOSS OF DATA, PROFITS, OR GOODWILL, RESULTING FROM YOUR USE OF OR INABILITY TO ACCESS ANY SERVICE, YOUR RELIANCE ON OR USE OF INFORMATION PROVIDED ON OR THROUGH THE SERVICES, ERRORS, DELAYS, LOSS OF INFORMATION OR INTERRUPTIONS IN SERVICES CAUSED BY YOU, NEW HOPE OR A THIRD PARTY'S NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE OF ANY NATURE WHATSOEVER. UNDER NO CIRCUMSTANCES SHALL ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS. SHOULD WE PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES, THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH WORK. WITHOUT LIMITING THE FOREGOING, YOU SPECIFICALLY AGREE THAT WE SHALL NOT BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY THE SERVICES. YOU ACKNOWLEDGE THAT THE PRICING OF SERVICES UNDER THIS AGREEMENT REFLECTS THE INTENT OF THE PARTIES TO LIMIT OUR LIABILITY AS PROVIDED HEREIN.

THIS SECTION 9 SURVIVES AND WILL CONTINUE TO APPLY AFTER THIS AGREEMENT ENDS.

10. Dispute Resolution. The Alabama Public Service Commission ("APSC") has jurisdiction over the following complaints arising from Alabama intrastate wireline residential telecommunications (telephone) services: inaccurate billing, billing of telecommunications services not ordered on Your behalf and the establishment or disruption of telecommunications service. You may contact the APSC to file a complaint through its web page at <http://www.psc.state.al.us> or by telephone at 1-800-392-8050.

SMALL CLAIMS COURT AND ARBITRATION AGREEMENT. Please read this carefully. It affects Your rights. Most customer concerns can be resolved quickly and to your satisfaction by calling Us at (256) 723-4211 Or toll-free at 877-474-4211. In the unlikely event that We are unable to resolve a complaint You may have to your satisfaction (or if We have not been able to resolve a dispute with You after attempting to do so informally), We each agree to resolve any disputes not subject to the exclusive jurisdiction of the APSC through binding arbitration or Small Claims Court (in Alabama, this is the Small Claims Docket of the local state District Court) instead of in courts of general jurisdiction. Any claim in Small Claims Court shall be limited to the jurisdictional limit of such Court, and any claims in excess of such jurisdictional limit must be pursued through arbitration. This agreement to resolve disputes through Small Claims Court or arbitration is intended to be broadly interpreted. It includes, but is not limited to: (a) claims arising out of or relating to any aspect of the relationship between Us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (b) claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); and (c) claims that may arise after the termination of this Agreement. References to "New Hope," "You," and "Us" include Our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of services or equipment under this or prior Agreements between Us. You agree that, by entering into this Agreement, You and New Hope are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to New Hope should be addressed to: General Manager, New Hope Telephone Cooperative, Inc., P.O. Box 452, 5415 Main Drive, New Hope, Alabama 35760 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If New Hope and You do not reach an agreement to resolve the claim within 30 days after the Notice is received, You or New Hope may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by a party shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or New Hope is entitled. You may download or copy a form Notice and a form to initiate arbitration from here: <http://www.adr.org>. The filing of the Notice of Dispute is required before You can commence an arbitration proceeding. New Hope will treat the Notice of Dispute as the date an action is commenced for purposes of any applicable statute of limitations.

After New Hope receives notice at the Notice Address that You have commenced arbitration, it will promptly reimburse You for your payment of the filing fee. (The filing fee currently is \$125 for claims under \$10,000, but is subject to change by the arbitration provider. If You are unable to pay this fee, New Hope will pay it directly upon receiving a written request at the Notice Address.) Arbitrations will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. All issues are for the arbitrator to decide, including the scope of this arbitration provision, but the arbitrator is bound by the terms of this Agreement. Unless New Hope and You agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address. If Your claim is for \$10,000 or less, We agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for herein, New Hope will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse New Hope for all monies previously disbursed by it that are otherwise Your obligation to pay under the AAA Rules. If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of New Hope's last written settlement offer made before an arbitrator was selected then New Hope will pay You an additional \$200.00. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND NEW HOPE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER IN ARBITRATION OR SMALL CLAIMS COURT ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and New Hope agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a

representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. Should New Hope elect to initiate action in Small Claims Court or arbitration to recover any amounts owed under this Agreement, You agree to reimburse Us for any reasonable costs We incur, including attorneys' fees, should We prevail.

11. Indemnification. You shall indemnify and hold Us harmless from and against any and all claims, losses, damages, liabilities, fees and expenses incurred by Us (including attorneys' fees and expenses) or You resulting from, arising out of, or connected with any breach or violation by You of any terms and conditions set forth in this Agreement and Your use of the Services in any manner whatsoever.

12. Notices; Facsimile Signatures. All notices required by this Agreement may be made by any reasonable means, including, but not limited to, email or publication over the Service. Written notices to New Hope shall be sent to P.O. Box 452, New Hope, Alabama 35760, or if to You, to the address appearing on records of New Hope or to such other addresses as either party may from time to time advise in writing. The delivery of any party to the other of a telecopy or facsimile signature to the Service Application, this Agreement or any notice hereunder shall have the same effect as the delivery of an original signature; provided however, that the party thereafter shall promptly deliver an original signature page to the other (although any failure or delay in the delivery of an original signature shall not vitiate or impair the legally binding effect of a telecopy of facsimile signature).

13. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their successors and permitted assigns of You; provided, however, that neither the equipment nor this Agreement nor any of the rights, interests or obligations of You hereunder or to the Equipment may be transferred, assigned or delegated without Our prior written consent.

14. Governing Law and Forum/Collection Costs. Subject to the arbitration and dispute resolution requirements of Paragraph 10, this Agreement is governed by and construed in accordance with the laws of the State of Alabama, and You consent to the jurisdiction of the federal District Courts of Alabama, the Circuit and District Courts of Madison County, Alabama, and/or the Alabama Public Service Commission with respect to any dispute arising under this Agreement. You agree to submit to the personal jurisdiction of such administrative body or court, and any service of a summons, process or other document in connection with such proceedings may be made by giving notice as provided herein. Any final arbitration award or judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law. You agree to pay all costs of collection, including all reasonable attorney's fees and expenses, incurred by Us arising from or related to the collection of any amounts due under this Agreement. The right to such attorney's fees and expenses shall be deemed to have accrued from the commencement of any such activities and shall be enforceable whether such action is filed or prosecuted to judgment. Nothing herein contained shall be construed to preclude or in any way prohibit Us from instituting and otherwise prosecuting to judgment a lawsuit in any court of competent jurisdiction to effect the collection of any sums due it. The printed or electronic version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative hearing based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

15. Force Majeure. We are excused from performance hereunder for any period, to the extent that We are prevented from such performance, in whole or in part, as a result of delays caused by an act of God or other cause beyond Our control, including, without limitation, weather, acts of third parties, or outages on other systems.

16. Reformation; Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, and the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

17. Waiver. Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement or of the right to enforce these provisions, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

18. Web Service. Broadband Only. We grant You non-exclusive, non-transferable, limited license to store documents on Our Internet World Wide Web server in accordance with this Agreement. We will bill for usage in accordance with rate and prices published online or in the Price List at the time of use. Personal web space may not be used for commercial purposes. Commercial web space is available as an optional service. You are responsible for domain name registration with the appropriate organizations and/or authorities and for any associated fees charged heretofore. Provided, however, that if selected by you as an optional service, We will register an available domain name on Your behalf and charge You a registration fee and

the initial term fee charged by such third party for owning the domain name. We shall also charge an initial nonrecurring setup fee for adding Your registered name on Our domain name server and a monthly recurring fee for each month the site is hosted.

We reserve the right to impose limits on the total amount of disk space and other resources available for Your use on Our operated computers. We reserve the right to delete, without notice, personal e-mail files that have not been accessed for more than one month. Limited disk space for storage of personal web pages is available upon request. Disk space for storage of commercial web pages is available in amounts specific to each Internet service package. Use of excess space will be charged on a monthly basis according to rates and prices published online or in Our price list at time of use. We reserve the right to remove files that exceed allowed limits.

19. Calling Card Services. By activating or using a calling card, You agree that We or any billing agent We may use may release to Us any customer account information related to Your use of the card. In the event that a Calling Card is used to place calls using other carriers, such calls shall be subject to the rates, terms, and conditions of such other carrier(s), and customer agrees to pay any such charges. You may authorize others to use your Calling Card, but You will remain responsible for all charges. If Your Calling Card is lost or stolen, You are responsible for charges incurred until the time You notify Us at the number on Your bill or by any verified electronic communication that may be provided by Us for that purpose. We may take any action We deem appropriate in the event We suspect calling card fraud, including, but not limited to, suspending or terminating the card without notice. Your card may also be subject to a maximum monthly usage limit.

20. Time Calculations for Calls. REFER TO THE SERVICE DESCRIPTIONS AND RATES APPLICABLE TO YOUR SPECIFIC SERVICE FOR ANY PLAN SPECIFIC USAGE CHARGES AND OPTIONS.

A. For Wireline Telephone Service Only. Unless otherwise provided in the Service Application, any wireline usage-sensitive charges for telephone under the Agreement begin when the connection is established and end when one or both parties hangs up. Time between the beginning of the connection and the end of the call is the call duration. There shall be no charge for unanswered calls. When a percentage discount is applied, the resulting discount will be rounded down to the nearest cent. All long-distance telephone calls will be timed in sixty (60) second increments, and the time of the call will be rounded up to the nearest sixty (60) second increment. Where charges for Service vary due to time of day, time periods are determined by the local time of the location where You make the call. When a call is established in one rate period and ends in another rate period, the rates are based on the portion of Your call that occurs within each rate period.

21. Preferred Carrier Freeze. Wireline Services Only. You may implement a Preferred Carrier Freeze on any relevant part of the Services. You must implement such a freeze by selecting that option on the Service Order. In order to discontinue or lift this freeze, You must either provide Us with notice in writing or verbally notify Us in the course of a three-way telephone call between You, Us and Your preferred new carrier. Verbal notice shall be verified by Us through CPNI procedures that verify Your identity or authority to implement such a change, including, but not limited to, the Federal Communications Commission's verification rules. We may charge a fee to implement a Preferred Carrier Freeze.

22. Miscellaneous. This Agreement constitutes the entire agreement of the parties with respect to the Services and/or Equipment provided hereunder, above, and supersedes all prior negotiations and all other agreements, whether electronic, written or oral, and cannot be amended or modified except as provided in this Agreement.

Last Revised MARCH 30, 2011