



VoIP Service Subscriber Agreement

401 S. First Street, Cameron, WI

Toll Free: 1.800.924.3405

Web Site: www.mosaictelecom.net

Fax: 1.715.458.2112

Date:

This Agreement (“Agreement”) is between Mosaic Telecom, and the Customer, as the end user of the VoIP enhanced voice communications services described below.

Customer Name:

Customer Address:

This Agreement governs both the services described below and any devices provided by Mosaic Telecom for use in conjunction with the services, including but not limited to the “VoIP Equipment” (defined below). In this Agreement, “you” and “your” mean the Customer of the VoIP service defined below, and “we,” “our,” and “us” mean Mosaic Telecom, and any of our affiliates authorized to provide you with Mosaic Telecom services. BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, INCLUDING THOSE PERTINENT TO 911 EMERGENCY DIALING, AND TO THE PRICES, CHARGES, TERMS, AND CONDITIONS PROVIDED TO YOU WITH RESPECT TO THE SERVICE DURING THE SERVICE REGISTRATION PROCESS, INCLUDING IN MARKETING MATERIALS ASSOCIATED WITH YOUR OFFER, AND ON THE MY ACCOUNT WEB SITE, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.

1. Service Description

VoIP Service is an enhanced voice communication service whereby the voice communication is converted to Internet Protocol (“IP”) and carried, in part, over high-speed Internet access. This service may be generically referred to as “voice over IP”. It is separate and distinct from standard local, local toll and long-distance services. “Service” or “Services” is defined to include direct-dialed Voice over IP calling and certain calling and call management features or advanced features associated with the Service, including additional features or advanced features which may be offered at additional costs, and which Mosaic Telecom, in its sole discretion, may add, modify, or delete from time to time. The Service cannot be used to make operator-assisted or collect calls.

2. Service Requirements

VoIP Service requires: (a) specialized customer premises equipment called a telephone adapter (“IAD telephone adapter” or “Mosaic Telecom Equipment”) provided by Mosaic Telecom that allows connectivity from a regular telephone handset (which you need to supply) to your high speed Internet connection; and (b) a high speed Internet connection with the capability of at least 90 Kbps upstream speed that you have a right to use at your own expense. Since voice over IP is dependent on the high speed Internet connection, the availability of an adequate power supply and correct IAD telephone adapter configuration, Mosaic Telecom does not guarantee that the service will be continuous or error-free. In addition, Service may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications.

3. VoIP Service 911 Emergency Dialing

3.1. PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY. BY USING AND PAYING FOR THE SERVICES, YOU ACKNOWLEDGE, ACCEPT AND AGREE TO ALL OF THE INFORMATION BELOW.

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

3.2. LIMITED 911 AND E911-TYPE DIALING CAPABILITIES WITH VOIP SERVICE

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

VOIP 911 SERVICE WILL NOT FUNCTION IF YOUR IAD TELEPHONE ADAPTER FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR VOIP SERVICE IS INTERRUPTED OR NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, HIGH SPEED INTERNET SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF YOUR SERVICE BECAUSE OF BILLING ISSUES. IF THERE IS A POWER OUTAGE, YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE MOSAIC TELECOM EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR VOIP SERVICE, INCLUDING FOR 911 PURPOSES.

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

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

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

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

911 DIALING WILL NOT FUNCTION CORRECTLY IF YOU MOVE YOUR MOSAIC TELECOM EQUIPMENT TO A LOCATION OTHER THAN THAT PROVIDED WHEN YOU REGISTER FOR THE SERVICE. IN SUCH EVENT, IN ORDER TO HAVE 911 CALLING ROUTED CORRECTLY, YOU MUST UPDATE YOUR SERVICE ADDRESS IN ACCORDANCE WITH THE INSTRUCTIONS ON THE "MY ACCOUNT" WEBSITE.

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

MOSAIC TELECOM STRONGLY RECOMMENDS THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL WIRELINE 911 SERVICES.

4. Other Service Distinctions

4.1. Privacy and Security

Voice over IP communication utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Mosaic Telecom cannot guarantee that voice over IP communication is completely secure. Mosaic Telecom always respects your privacy and treats the content of all communications as private, except as may be required by law. Please refer to the Mosaic Telecom Online Privacy Policy at www.mosaictelecom.net for additional information.

4.2. Power Outages

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

4.3. Broadband Service Interruptions

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

4.4. Home Security Systems and other Non-voice Communications Equipment

Home security systems and medical monitoring equipment are not compatible with VoIP Service. Other non-voice communications equipment, including but not limited to, devices set up to make automatic phone calls, fax machines, and modems may be compatible with VoIP Service. BY ACCEPTING THIS AGREEMENT, YOU USE THE SERVICE AT YOUR OWN RISK AND WAIVE ANY CLAIM AGAINST MOSAIC TELECOM FOR INTERFERENCE WITH OR DISRUPTION OF SUCH SYSTEMS DUE TO THE SERVICES.

4.5. Local Number Portability

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

A) you hereby authorize Mosaic Telecom to process your order for VoIP Service and to notify your local telephone company of your decision to switch your local, local toll and long distance services to VoIP Service, and represent that you are authorized to take this action;

5. Use of Service

5.1. Lawful, Non Fraudulent Use of Service and IAD telephone adapter

You agree to use the Service and IAD telephone adapter only for lawful purposes. You will not use the Service or IAD telephone adapter for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that (1) interferes with our ability to provide Service to you or other customers; or (2) avoids your obligation to pay for communication services. If Mosaic Telecom has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. The IAD telephone adapter is intended for use only in the United States. If you remove the IAD telephone adapter to a country other than the United States and attempt to use the Service from there, you do so at your own risk, including the risk that such activity violates local laws in the country where you do so. Mosaic Telecom reserves the right to terminate your service immediately and without advance notice if you violate the above restrictions, leaving you responsible for all outstanding charges, all of which immediately become due and payable.

5.2. Theft of VoIP Equipment or Service

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

5.3. Prohibited Uses of Service

You are expressly prohibited from reselling or transferring the Service or Mosaic Telecom Equipment to any other person for any purpose, without express written permission from Mosaic Telecom in advance. In addition, you are expressly prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal residential or home office usage patterns. In addition, connection of your Service to a device which converts use of the Service to an outbound trunkline by more than one individual is prohibited. If Mosaic Telecom determines, in its sole discretion, that you are reselling or transferring the Service or that your Service is being used for any of the aforementioned activities, Mosaic Telecom reserves the right, without advance notice, to immediately terminate or modify the Service, or to change your calling plan to a different offer on a prospective basis, and in addition, to assess additional charges for each month in which excessive usage occurred. If you subscribe to a calling plan which included unlimited calling of any type, unless otherwise specified by your specific plan in marketing materials associated therewith, any usage in excess of 5,000 aggregate minutes per month (or 7,500 minutes for small office plans, and certain Mosaic Telecom teleworker plans offered to end users in conjunction with a corporate service), taking into account all types of calling in your plan which are provided on an unlimited basis, shall be presumed to be not consistent with these restrictions and shall be subject to the

conditions above. Mosaic Telecom also reserves the right to impose usage caps on second lines offered as part of a Service offer.

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

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

5.5. Tampering with the IAD telephone adapter

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

6. Cancellation of Service by You or Mosaic Telecom

You may cancel the Service at any time by calling 1-800-924-3405 and notifying your Mosaic Telecom customer service representative. Cancellation of Service may be subject to early termination fees as required by separate agreement or tariff. If for any reason you cancel VoIP Service, or if Mosaic Telecom cancels the Service pursuant to the terms of this Agreement, Mosaic Telecom will provide instructions on how to dispose of the Mosaic Telecom Equipment. If you receive the Mosaic Telecom Equipment associated with your VoIP Service free of charge and you do not subscribe to VoIP Service within six months of your receipt of the IAD telephone adapter or you cancel your VoIP Service at any time, Mosaic Telecom reserves the right to request that You return the Mosaic Telecom Equipment to Mosaic Telecom at Mosaic Telecom's expense. In such case, if you do not return the Mosaic Telecom Equipment within 16 days of the earlier of (i) the date that Mosaic Telecom requests the return of the Mosaic Telecom Equipment or (ii) the date of your Service cancellation, you will be charged a disconnect fee.

7. Billing and Payment for Service

7.1. Mosaic Telecom will render to you monthly bills for VoIP Service, with the following charges:

1. A monthly service flat fee for unlimited local calling, call features, and advanced service. Depending on the specific calling plan to which you subscribe, other types of calls, such as in-state, state-to-state, or outbound international calling, may either be included in the monthly service flat fee on an unlimited basis, or may carry additional per-minute rates. All such rate information will be described in the marketing materials associated with your offer.
2. Any additional calls which are not included in the monthly fee, charged on a per minute usage basis. You can view the rates for international calls placed over VoIP Service at www.mosaictelecom.net.
3. Depending on your calling plan and method of installation, you may also be charged for activation, early termination, plan change, separate features, modifying features on your account, inside wire and installation, disconnect and/or other fees, as further described at www.mosaictelecom.net or in the marketing materials

pertinent to your offer. If an early termination fee applies to your offer, it will not apply if you cancel your service less than 30 days or more than one year after the date we commence billing for your service. You may incur charges or experience a change in the terms of your plan offer if you change your phone number after your VoIP Service has been activated. Where you obtained your IAD telephone adapter directly from Mosaic Telecom, Mosaic Telecom also reserves the right to charge for shipping and handling charges associated with the IAD telephone adapter.

All fees and charges will be billed in advance except for usage-based charges and any other charges which Mosaic Telecom decides to not advance bill, all of which will be billed monthly, in arrears.

7.2. Price Changes

We may change the prices and charges for the Services, including those associated with certain features, and/or for international calling from time to time. We may decrease prices and charges without providing advance notice. Increases to the prices or charges for existing Services, including those associated with certain features, and/or for international calling are effective no sooner than three days after we notify you of such charges directly or fifteen days after we post them on our web site at www.mosaictelecom.net. Increases to charges that recover our costs associated with government programs are effective no sooner than 3 days after we post the increases on our web site.

7.3. Charges and Billing

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

7.4. Failure to Pay

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

7.5. Late Payment Charge

We may add interest charges to any past-due amounts at the lower of 1.5% per month or the maximum rate allowed by state law, prorated for each day payment is past due. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the Service. Notice of any disputes must be in writing and received by us within 30 days after you received your bill or you will waive any objection. You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your credit card, we will charge you an additional \$15.00. If the state law where you receive the Service requires a different fee, we will charge you that amount.

7.6. Taxes and Other Charges

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

7.7. No Credit Allowances for Interruption of VoIP Service

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

8. Indemnification

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD MOSAIC TELECOM, ITS AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF THIS SERVICE, THE TELEPHONE ADAPTER, OR ITS INSTALLATION, OR THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

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

9. Limitations of Liability

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

10. Warranties

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

11. Dispute Resolution by Binding Arbitration

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

11.1. Binding Arbitration

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

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

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

11.2. Arbitration Information and Filing Procedures

Before you take a dispute to arbitration or to small claims court, you must first contact our customer account representatives at the customer service number on your Mosaic Telecom bill for the Services, or write to us at Mosaic Telecom, P.O. Box 664, 401 S. 1st St., Cameron, WI 54822, and give us an opportunity to resolve the dispute. Similarly, before Mosaic Telecom takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty days from the date you or Mosaic Telecom is notified by the other of a dispute, then either party may then contact the AAA in writing at AAA Service Center, 134555 Noel Road, Suite 1750, Dallas, Texas 75240-6620 and request arbitration of the dispute.

Information about the arbitration process and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at www.adr.org, or by contacting us at 1-800-924-3405. The arbitration will be based only on the written submissions of the parties and the documents submitted to the AAA relating to the dispute, unless either party requests that the arbitration be conducted using the AAA's telephonic, online, or in-person procedures. Additional charges may apply for these procedures. Any in-person arbitration will be conducted at a location that the AAA selects in the state of your primary residence. Arbitrations under this Agreement shall be confidential as permitted by federal law. By notifying Mosaic Telecom within twenty days after commencing an arbitration proceeding, you may elect to relieve both parties of the arbitration of confidentiality obligations.

11.3. Fees and Expenses of Arbitration

You must pay the applicable AAA filing fee when you submit your written request for arbitration to the AAA. The AAA's filing fee and administrative expenses for a document arbitration will be allocated according to the AAA's Rules, except as stated herein, for claims of less than \$10,000, you will only be obligated to pay a filing fee of \$20 and we will pay all of the AAA's other costs and fees. For claims between \$10,000 and \$75,000, you will pay a fee to the AAA of no more than \$375, and we will pay all of the AAA's other costs and fees. If you elect an arbitration process other than a document ("desk") or telephone arbitration, you must pay your allocated share of any higher administrative fees and costs for the process you select. If you request such an alternative process, or for claims of \$10,000 or greater, Mosaic Telecom will also consider, upon receiving your request and on a case-by-case basis, paying some or all of the AAA's fees and expenses that you would otherwise be allocated under the AAA's rules. You also may ask the AAA about the availability of a pro bono arbitrator and/or a waiver or deferment of fees and expenses from the AAA; more information about the AAA's rules and policies is available at the AAA's web site, which is www.adr.org. Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. If you prevail before the arbitrator, however, you may seek to recover the AAA's fees and the expenses of the arbitrator from us. If we prevail before the arbitrator, and if we show that you acted in bad faith in bringing your claim, then we may seek to recover the AAA's fees and expenses of the arbitrator from you.

12. Miscellaneous

12.1. No Third Party Rights

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

12.2. Acts Beyond Our Control

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

12.3. Assignment

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

12.4. Notices

Notices from you to Mosaic Telecom must be provided as specified in this Agreement. Notice from you to Mosaic Telecom made by calling Mosaic Telecom at 1-800-924-3405 is effective as of the date that our records show that we received your call. Mosaic Telecom's notice to you under this Agreement will be provided by one or more of the following: posting on our web site, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you.

12.5. Separability

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

12.6. Governing Law

This Agreement is governed by the Federal Communications Act to the extent applicable, and otherwise This Agreement will be governed by the law of the State of Wisconsin, without regard to its choice of law rules,

except that the arbitration provisions in Section 11 are also governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the Services.

12.7. Entire Agreement

This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements or proposals concerning the Service, including representations, whether written or oral. This Agreement can only be amended as provided in Section 7(d) and Section 13(h) herein. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor Mosaic Telecom is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

12.8. Changes to this Agreement

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

Where required by law in specific states, and subject to the requirements thereof, customers who cancel their service within the first three, five, seven, fifteen or other number of days specified by state law, as applicable, following acceptance of this Agreement, will be refunded all charges incurred with respect to their account.