

MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement") is made effective as of the last date signed below and entered into by and between Ritter Communications, Inc. ("Ritter" or "Company") and The City of Jonesboro (Customer).

Ritter shall provide the Products and Services, noted below, specified in the Sales Quote, or any addenda under the terms of this Agreement. This Agreement consists of this signature page, a Sales Quote (if applicable), General Terms and Conditions, our Acceptable Use Policy, the applicable Product and Service Attachments, if any, and any addenda and all applicable tariffs.

PRODUCTS and SERVICES-Check Each which Applies:

Primary Rate Interface (PRI) X
Local Exchange Telephone Service X
Long Distance Service X
800 Service/Toll Free n/a
Dedicated High-Speed Internet Access (X Fiber; Full Data T1 Circuit X ; or Fractional T1 n/a)
Managed Services n/a
Internet Service (Speed downstream: Up to 5Mbps n/a ; Up to 8 Mbps n/a ; Up to 15 Mbps n/a ; or Other Up to n/a Mbps n/a .)
Dynamic Shared Service Solutions/Flex T1 n/a
Local Area Network (LAN)-(Attach Service Description) n/a
Wide Area Network (WAN) (Attach Service Description) n/a
Virtual Private Network (VPN)-(Attach Service Description) n/a
Metro E Solution-(Attach Service Description) X
Virtual Services-Hosting on Ritter's Premise (Attach Service Description):
 Web and E-mail Servers n/a
 Website Hosting n/a
 Applications n/a
 Remote Data Backup n/a
Customer Premises Equipment Product Solutions
 PBX Phone System (attach Product Description) n/a
 Traditional Key Systems (attach Product Description) n/a
Video Services
 a. Commercial Cable TV for small to medium size businesses-non-public—(Attach Service Addendum) n/a
 b. Commercial Cable TV-public-(Attach Service Addendum) n/a
 c. Large Hotel and Multi-Tenant Unit (MTU) installations-bulk agreement- (Attach Service Addendum) n/a
 d. Multi-Tenant installation-non-bulk (Attach Service Addendum) n/a
Other: n/a

TERM COMMITMENT: Customer agrees to the Term Commitment a term of 60 months (Term) or as stated in the attached Sales Quote, if a Sales Quote is used. The rates set out on the attached Sales Quote are based on the Term Commitment. The initial Term will begin upon customer acceptance and date upon which billing is applied.

PRICING: Pricing shall be as set forth in the applicable tariffs and if applicable, on any attached Sales Quote sheets executed by both parties.

TERMS AND CONDITIONS: Terms and conditions shall be as set forth in the applicable tariffs and this Master Services Agreement, including the General Terms and Conditions.

All relevant fully executed Sales Quotes must be inserted after the General Terms and Conditions Page

ENTIRE AGREEMENT: This Agreement and the applicable tariff provisions are the complete agreement, which includes Master Services Agreement, Sales Quote, General Terms and Conditions, Local Exchange Telephone Services Product Attachment, PRI Product Attachment, Ritter Long Distance Services Agreement, Dedicated High Speed Internet Access Product Attachment, Authorized Use Policy, RFP Response 2010:20 and State of Arkansas Services Agreement between the parties concerning its subject matter and replaces any prior oral or written communications between them. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied which are not specified in this Agreement and the applicable tariff. Neither the course of conduct between the parties nor trade practice shall act to modify any provisions of this Agreement. The Agreement and all matters relating to the validity, construction, performance and enforcement are governed by applicable federal law, the rules and regulations of the FCC and applicable laws, regulations or ordinances for the state and local areas where Service is provided. This Agreement can only be modified by a written document executed by the parties.

Agreeing to be bound by its terms, Customer and Company have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names.

Ritter Communications, Inc.

Customer: _____

Signature: _____

Signature: _____

Title: Business Sales Representative

Title: _____

Printed Name: Debra Breeden

Printed Name: _____

SS# _____

Fed ID# _____

Date: September 1, 2010

Date: _____

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General Terms and Conditions

1. TERM COMMITMENT. Customer agrees to the Term Commitment as stated in the Sales Quote (Term) and early termination fees will apply. The rates set out on the attached Sales Quote are based on the Term Commitment. This is subject to Paragraphs 6, 7, and 15 of the "Services Agreement".

2. RATES. The Company's charges for the Products are as specified in the applicable tariff and on Customer's Sales Quote (Rates). Because Customer agrees to a Term Commitment, throughout the Term of this Agreement, the Sales Quote may reflect and the Customer may receive a discounted rate based upon the length of such Term commitment. Such discounts vary according to specific products and services and Term Commitments. Customer agrees to pay any and all applicable federal, state, and local taxes (however designated) levied upon Company and our affiliates in connection with the sale, installation, use, or provision of the Services, Products and CPE including amounts that Company or its affiliates are required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, number portability fees, etc. If Customer is tax-exempt under federal or state law, it may submit to Company a valid tax-exempt certificate, and Company will not assess the applicable tax to Customer. Customer agrees to notify Company if its tax-exempt status changes during the term of this Agreement.

3. EARLY TERMINATION CHARGES. If Customer decides to terminate a Product or Service prior to the end of the Term, Customer will be subject to early termination charges equal to the number of months remaining in the Term multiplied by the monthly rate for the Product plus all non-recurring charges. A particular Product or Service may be provisioned through a third-party. If that is the case, Customer will be charged and will pay all costs incurred by the Company from such third-party that are caused by Customer's early termination. Customer shall be obligated to pay all such charges within thirty days of Customer's notice of termination.

All termination requests must be submitted in writing to the Company at least 30 days prior to the requested termination date. Billing for Services will terminate 30 days from the receipt of the written termination request, but not prior to receipt of any early termination charges. This is subject to Paragraphs 6, 7, and 15 of the "Services Agreement".

4. RENEWAL. Following the initial Term Commitment, this Agreement will automatically renew. The Agreement will renew on a month-to-month basis. Automatic renewal will occur unless either party provides notice to the other of their desire not to renew the Agreement at least thirty days prior to the end of the initial or renewal Term, as applicable.

5. PAYMENT. Unless otherwise provided in the attached Sales Quote, Customer will be billed monthly. The first bill will include all non-recurring charges, recurring charges for the first full month, any additional charges incurred as a result of any special requests from Customer (such as expedite charges) and the pro-rated amount for Products/Services provided during

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installation. Customer will be billed for all applicable taxes and fees. Customer will not be billed for taxes that are based on the Company's net income.

Customer agrees to pay all charges within thirty days of the date of the Company's invoice to customer ("Due Date"). Customer shall pay interest on payments made following the Due Date at the rate of one and a half percent or the maximum rate allowed by law. If the Customer's check is returned by Customer's bank, Customer does not pay all undisputed amounts by the Due Date, the Company reserves the right to disconnect Services and refuse to continue to provide the Products and Services.

Company also reserves the right to bill Customer retroactively for any services not previously billed by the Company.

6. BILL DISPUTES. Customer will have up to ninety days (commencing five days after the date of the Company's bill) to initiate a dispute over charges or to receive credits, if applicable. To dispute a bill, Customer must send to the Company a written itemized description of the specific charges being disputed by Customer. The Company must receive this information prior to the date set above. Customer agrees to pay all charges by the Due Date not specifically itemized in such written notice of dispute. Credits for Service Outages will be based on the applicable tariff and the Product Attachment.

7. USE OF SERVICES. Customer agrees to independently assess Customer's need for the Products and Services. Customer agrees to indemnify the Company and to hold Company harmless from any and all claims resulting from the Customer's use of the Products, which causes damage to the Customer, the Company's other customers, or any third party. This indemnification also extends to any utility company that the Company may use to provide Products.

Customer shall not use the CPE, Product or the Service, directly or indirectly, for any unlawful purpose. Use of the CPE, product or Service for transmission or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. Customer agrees and represents that it is buying the Services for its internal business purposes only and that it will not resell, distribute or resell the Services to others through any means whether or not for a fee, or permit others to distribute or resell the Services. Customer is prohibited from using the Service or the Product or CPE for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting.

The Company's corporate Acceptable Use Policy ("AUP") governs use of many of the Company's Products and Services. The Company's AUP discusses policies including security, email, Usenet, and copyright. Customer agrees to fully comply with AUP. The Company's AUP for Internet Services may be viewed at www.ritternet.com/terms.html. At any time, Customer may also send a written request for the most recent copy of the AUP. Violation of the Company's AUP by Customer or any of Customer's end users may result in immediate termination of the Agreement and/or discontinuation of Products or Services.

8. BANDWIDTH. The Products and Services may be provided in conjunction with a third-party, or Customer communications may travel outside of the Company's network. The Company does not guarantee bandwidth or port speed for circuits and connections outside of the Company's network.

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9. UPGRADES. If Customer upgrades the Products or Services before the end of Term, early termination charges may be waived. Customer may be required to purchase the upgrade under a new Term Commitment.

10. CUSTOMER PREMISE EQUIPMENT. Along with the Services, the Company may rent or sell to Customer certain Customer Premise Equipment (“CPE” or “Products”). Standard CPE will either be located at the Company’s facility or at Customer’s premises. Standard CPE only includes equipment manufactured by vendors with whom the Company has an established business relationship.

All CPE that Customer rents from us will be made available for Customer’s use only for the Term of this Agreement (“Rented CPE”). Customer has no property rights in the Rented CPE. The Company reserves the right to replace any Rented CPE at the Company’s expense and with minimal interruption to the Services.

11. AUTHORITY. Customer represents and warrants that it is the owner of, or a tenant in, the premises where the Service is to be provided and has authority to enter into this Agreement and abide by its terms. Customer agrees to indemnify and hold us harmless from any claims arising from a breach of the previous sentence.

12. SUBSCRIBER PRIVACY NOTICE. As a subscriber, Customer is entitled under Federal law to certain privacy notices, including a Customer Proprietary Network Information privacy notice. Company includes its subscriber privacy notices in the package of information provided to Customer when Customer activates Service. If Customer desires additional copies of the privacy notice, please contact a customer service representative to have a notice sent to Customer.

13. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas conflict of law principles, and the parties agree that any appropriate state or district court serving Craighead County, Arkansas, shall have exclusive jurisdiction over any case or controversy arising hereunder, and Customer hereby consents to the personal jurisdiction of all such courts over Customer.

14. TARIFF. Customer recognizes, understands and agrees that Tariffs on file with the Arkansas Public Service Commission are applicable to various services and products provided herein.

15. LIMITATIONS. Ritter Communications agrees to warranty provisions as outlined in RFP 2010:20.

16. INTERNET SPEEDS. Access speeds may vary and are not guaranteed. The speeds quoted are the maximum rates by which downstream Internet access data may be transferred between Company’s facilities and the network interface device at Customer’s premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer’s modem receives and sends Internet access data through the public internet as such speeds are impacted by many factors beyond Company’s control. Actual internet speeds vary due to many factors including the capacity or performance of Customer’s computers or modems and their configuration, Customer’s wiring and any wireless configuration, Customer’s destination and traffic on the Internet, Customer’s internal network or other factors at the internet site with which Customer is communicating.

17. SECURITY. Customer is responsible for securing its network, customer premises equipment, modems, voice mail systems and other customer equipment from unauthorized

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access and to assure that it is not used in any fraudulent, unauthorized or unlawful manner, whether by customer's employees or third parties, including but not limited to accessing outbound services through the use of any voice mail system. Customer is responsible for establishing adequate passwords, securing passwords and changing passwords that allow access to its service, voicemail system and equipment, including changing passwords when necessary due to employees leaving the Customer. **Customer is responsible for any and all costs and charges, including long distance and toll charges associated with such usage including any fraudulent, unauthorized or unlawful usage or failure to secure, including by adequate password protection, its network, voice mail system, customer premises equipment, modems or other customer equipment.**