

**STATE OF ARKANSAS  
SERVICES AGREEMENT**

**City of Jonesboro**

This AGREEMENT is made and entered into on this 8th day of September, 2010, by and between the City of Jonesboro, a political subdivision of the State of Arkansas, having its principal place of business at 515 W. Washington Ave., Jonesboro, AR 72401 ("**City**"), and Ritter Communications located at 2109 Fowler Av, Jonesboro, AR 72401 ("**Contractor**").

In consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

1. **CONTRACT PERIOD** – The Agreement shall begin with the Award of the Contract to the **Contractor** and shall be completed in sixty months thereafter.
2. **SCOPE OF SERVICES** – City of Jonesboro has employed **Contractor** to install Single Mode Fiber Optic LAN Networks to increase bandwidth of specified City of Jonesboro's facilities. Single Mode Fiber Optics links will from from each specified facility to a central fiber switch. This shall also include 20MB internet connection at 411 W. Monroe. The vendor shall provide and pay for materials, labor, tools, equipment, transportation, temporary construction of every nature and all other service and facility of every nature whatsoever, necessary to execute, complete and deliver the work in the specified time. " If licensees are necessary for the execution of the work, they shall be secured and paid for by the vendor.
3. **PRICE** – City of Jonesboro agrees to pay the **Contractor** the total sum of \$8,618.00 monthly plus tax and applicable fees for sixty months.
4. **STANDARD OF CARE** – Services performed by **Contractor** will be conducted in a manner consistent with that level of care and skill exercised by members of the profession with **Contractor's** experience and qualifications currently providing similar services.
5. **DOCUMENTS** – In connection with the performance of the services, **Contractor** shall deliver to the City of Jonesboro monthly reports documenting dates and areas of work performed.
6. **PAYMENT TERMS** – **Contractor** will, upon completion of the installation of described services, submit an invoice for the monthly amount plus tax of the project to Erick Woodruff at the City of Jonesboro. City of Jonesboro shall notify **Contractor** within ten (10) days of receipt of an invoice of any dispute with the invoice and **Contractor**, upon such notice, shall provide back-up data to City of Jonesboro and **Contractor** will, therefore, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by City of Jonesboro and is past due thirty (30) days from the date the invoice is received by the **City**, then **Contractor** shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 15.

**NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.**

7. **NON-APPROPRIATION** – It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the City of Jonesboro will only be required to pay for services completed to the satisfaction of the City.
8. **INDEMNIFICATION** – The contractor agrees to indemnify and save harmless the City of Jonesboro of and all City of Jonesboro officers, agents and employees from any and all claims, suites, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the City, its officers, agents and employees.
9. **CONTROL OF JOB SITE AND ACTIVITY** – Contractor shall be responsible for its activities, that of its employees on any site and the activities of any consultants, contractors and/or subcontractors for maintaining a safe job site.
10. **COMPLIANCE WITH CODES AND STANDARDS** – Contractor’s professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor’s failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services.
11. **PUBLIC RESPONSIBILITY** – The City of Jonesboro has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the City of Jonesboro to any matter of which Contractor becomes aware and believes requires the City of Jonesboro to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the City of Jonesboro decides to disregard Contractor’s recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.
12. **CLIENT LITIGATION** – Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the City, if the City of Jonesboro requests such documents, witnesses and/or general assistance. The City of Jonesboro shall reimburse Contractor for all direct expenses incurred and time according to Contractor’s rate schedule as of the date of the execution of this Agreement.
13. **CONFIDENTIALITY** – Contractor will maintain as confidential any documents or information provided by the City of Jonesboro and will not release, distribute or publish same to any third party without prior permission from the City, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the City.

14. **NOTICES** – All notices made pursuant to the Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

Erick Woodruff, Project Manager  
City of Jonesboro  
515 W. Washington Ave.  
Jonesboro, AR 72401

Amy Veteto, Customer Service Sales REP  
Ritter Communications  
2109 Fowler Av  
Jonesboro, AR 72401

Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

15. **TERMINATION** – Should **Contractor** perform services provided pursuant to this Agreement in an unacceptable manner the City of Jonesboro may, by a thirty (30) day written notice to **Contractor**, without prejudice to any other right or remedy available to the **City**, terminate this Agreement.

Should the City of Jonesboro fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, **Contractor** may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the City of Jonesboro shall be given notice of the default and an opportunity to cure such default within seven (7) business days. Should this Agreement be terminated by **Contractor**, **Contractor** shall be entitled to be paid only for the services actually completed as of the date of termination.

This Agreement may also be terminated pursuant to the pertinent portions of Section 6 or Section 7 herein.

16. **CONTRACT DOCUMENTS**. This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be;

- A. Any amendment signed after the execution date of this agreement;
- B. This Agreement and Attachments

Attachments:

- Master Services Agreement
- Sales Quote
- General Terms and Conditions
- Local Exchange Telephone Services Product Attachment
- PRI Product Attachment
- Ritter Long Distance Services
- Dedicated High Speed Internet Access
- Authorized Use Policy
- RFP response 2010:20

17. **ASSIGNMENT** – This Agreement may not be assigned by either party without the prior written consent of the other party.

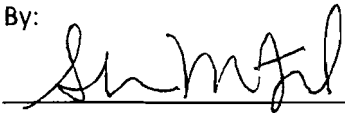
18. **SEVERABILITY** – Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

19. **APPLICABLE LAW AND VENUE** – The construction, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Arkansas. The City of Jonesboro and **Contractor** further agree that this Agreement shall be deemed to be made and performed in City of Jonesboro, Arkansas. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of State of Arkansas, Craighead County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Ritter Communications

By:



Signature

Shanna French

Printed Name

Vice President Business Services Division

Title

**City of Jonesboro**

## \_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.*

Signature: Debra Breedon

Title: Business Sales Representative

Printed Name: Debra Breedon

Date: September 9, 2010



# SALES QUOTE

1109 Fowler Avenue

Jonesboro, AR 72401

Phone: 870-336-3429 Fax: 870-336-9429

**Customer:** City of Jonesboro  
**Billing Address:** Mayor Harold Perrin  
 515 W. Washington Av.  
**City:** Jonesboro  
**State/Zip:** AR 72401  
**Phone:**  
**Fax:**  
**Service Address:** 411 W Monroe Ave.  
**City:** Jonesboro

**Account Executive:** Debra Breedon  
 Business Sales Representative  
**Technical Consultant:**  
**Quote Date:** 7/22/2010  
**Customer Service Advocate (CSA):** Amy Vietto

Qty.	Description	Term	Non-Recurring Charges (Installation - Deposit)	Usage or per Unit Charges	Monthly Recurring Charges	Totals	
						NRC	MRC
<b>Local Service</b>							
74	Single Line Service	60 Mos.		19.00 Line	19.00	\$ -	\$ 1,406.00
2	PRI T1 Circuits	60 Mos.		550.00 Circuit	550.00	\$ -	\$ 1,100.00
<b>Internet Services</b>							
1	20mg Dedicated High Speed Internet Service	60 Mos.		1,500.00	1,500.00	\$ -	\$ 1,500.00
1	DSL Detective Ward			0.00	0.00	\$ -	\$ -
1	DSL Detective Shackleford			0.00	0.00	\$ -	\$ -
<b>Data Services</b>							
3	T1 Circuits	60 Mos.		204.00 Circuit	204.00	\$ -	\$ 612.00
7	Managed T1 Circuits	60 Mos.		250.00 Circuit	250.00	\$ -	\$ 1,750.00
1	Metro Ethernet Fiber Optic Wide Area Network	60 Mos.			2,250.00	\$ -	\$ 2,250.00
	Includes: 411 W. Monroe Av. / 20Mb 3215 E. Johnson Av. / 3Mb 1212 S. Church St. / 3Mb 900 W. Monroe Av. / 10Mb 3009 Dan Av. / 3Mb 2605 Dan Av. / 3Mb 2212 Brazos St. / 3Mb						
<b>Long Distance</b>							
	Interstate Long Distance			0.05 Minute			
	Intrastate Long Distance			0.05 Minute			
	Includes Long Distance Account Codes						
<b>Hardware/Equipment</b>							
Local/Federal Taxes & Fees not included							

Notes:  
**RESPONSE TO RFP 2010-20**  
 Charges for additional white page listings are not included in this quote. Directory listing charges will appear on monthly billing.  
 Wiring charges are not included in this quote.

		TOTAL
NRC	MRC	
\$0.00	\$	8,618.00

Ritter Management Date 8/20/10  
 Debra Breedon  
 Ritter Representative Date

- NOTES:**
- Sales Quote is valid for 30 days from issuance.
  - All line charges are estimates, actual line charges will be used for invoicing.
  - This Sales Quote is subject to Ritter Communications Master Services Agreement and Product Specific Attachment(s).
  - Charges do not include all applicable local, state, and federal taxes.
  - If charges for additional white page listing are incurred, charges will appear on monthly billing.

## 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

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



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](http://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.

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

**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

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

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.**



## Local Exchange Telephone Service Product Attachment

### Local Exchange Telephone Service General Product Description

Ritter Communications Local Exchange Telephone Service (Local Service) delivers voice-grade access lines for local, long distance, and toll-free service at the Customer's service location. Local Service rates include unlimited calling within the local exchange, as defined in the Company's tariffs. Additional usage charges apply for out-bound long distance, operator services, or in-bound "800" services. The specific Local Service product selected by Customer is set forth on the Sales Quote.

### Local Services

The following line types are supported:

- Business Exchange Lines
- Message Exchange Lines/Trunks
- Analog Direct Outward Dial (DOD) Trunks
- Analog Direct Inward Dial (DID) Trunks
- Analog Combination Trunks (2-Way)
- Analog Combination Trunks with DID (2-Way DID)

Customer may also choose to purchase one or more of the following options:

- |                           |                            |
|---------------------------|----------------------------|
| - Account Codes           | - Anonymous Call Rejection |
| - Automatic Callback      | - Automatic Recall         |
| - Call Block              | - Call Hold                |
| - Call Transfer           | - Distinctive Ringing      |
| - Speed dialing           | - Toll Restrictions (A-H)  |
| - Call Forwarding         | - Call Forwarding Busy     |
| - Call Waiting            | - Hunting                  |
| - Three Way Calling       | - Call Forwarding Variable |
| - Call Forwarding Busy/NA | - Remote Call Forwarding   |
| - Caller ID               | - Caller ID Name/Number    |

### Demarcation

The demarcation point for Local Service is the established demarcation point for the telecommunications access circuit at the Customer's site.

### Company Responsibilities

Ritter Communications will provision Local Service in a manner complying with telecommunications industry standards and with sole discretion regarding technical configurations and network resources. Local Service may be provisioned on Ritter-owned network facilities and/or through facilities of another carrier, and subject to availability of facilities to the Customer's service location(s).

Upon execution of this agreement, Ritter Communications will order facilities as necessary for the provision of Local Service. Customer will be responsible for any fees charged by any other carrier in the event Customer cancels service order or changes the service location(s).

Company will not begin billing until service is operational and accepted by the Customer. Billing will not be delayed if service is not complete for any of the following causes:

- Delays in availability of any required Customer-provided customer premise equipment (CPE);
- Delays in any required Customer-provided CPE configurations or applications;
- Customer fails to comply with items set out in the section below entitled "Customer Responsibilities".
- Customer unreasonably withholds acceptance with the intent to delay billing.

### Customer Responsibilities

- Customer must provide company with site contact (including escalation lists and off-hours contacts).
- Customer must provide company with technical information that is in its possession and is reasonably required by Company to perform its responsibilities.

### Credit for Outages

Customer will be eligible to receive a credit for any unscheduled outages experienced by the Customer. In order to receive the credit Customer must initiate a trouble report to the Company. Credits will be given based upon the outage time recorded in the applicable trouble ticket. Customer will be eligible for a credit on their invoice based upon the following schedule: if the outage is greater than 20 minutes, but less than 4 hours, Customer will be eligible for a credit equal to the value of one days' service; if the outage is greater than 4 hours in duration, Customer will be eligible for a credit equal to the value of two days' service. The maximum credit available in any calendar month is 50% of the monthly recurring charges for the affected service. Planned maintenance during off-peak hours will not be considered an outage. This will be Customer's sole remedy and Ritter Communication's sole obligation with regard to any outage or service interruption.

### Requesting a Credit

To be eligible for a credit, Customer must contact Company within five days of the outage. Customer must provide the following information:

- Company name (if applicable) and contact person's name;
- Sufficient information to contact person(s) reporting the outage;
- Telephone number(s) affected by the outage;
- Date(s) and duration(s) of outage.



## PRI Product Attachment

### PRI Product Description

The Ritter Communications PRI Product/Service provides a Primary Rate Interface (PRI) to commercial end-users (CEU) or Internet Service Providers (ISPs). A PRI consists of an ISDN circuit with 23 B channels and 1 D channel. Each channel operates at 64Kbps. B channels are provided for switching telephone connections, while the D channel provides signaling and call setup messages.

PRI will also receive call-hunting capabilities, and may choose to receive Direct Inward Dialing Termination.

### Demarcation

The demarcation point for PRI Service is the established demarcation point for the telecommunications access circuit at the Customer's site.

### Company Responsibilities

Ritter Communications will provision a telecommunications circuit for PRI Service from the demarcation point to the nearest or Ritter-approved Point of Presence (POP). Circuits may be provisioned in whole or in part using the facilities of other carriers and service availability may be based on availability of facilities. Ritter Communications will order the circuit to be terminated at the demarcation point at Customer's site unless otherwise instructed by the Customer. Customer may be responsible for additional fees, including fees charged by other carriers, for the extension or moving of the PRI service to another location.

Upon execution of this agreement, Ritter Communications will order facilities as necessary for the provision of PRI Service. Customer will be responsible for any fees charged by any other carrier in the event Customer cancels service order or changes the service location(s).

Company will not begin billing until service is operational and accepted by the Customer. Billing will not be delayed if service is not complete for any of the following causes:

- Delays in availability of any required Customer-provided customer premise equipment (CPE);
- Delays in any required Customer-provided CPE configurations or applications;
- Customer fails to comply with items set out in the section below entitled "Customer Responsibilities".

### Customer Responsibilities

- Customer must provide company with site contact (including escalation lists and off-hours contacts).
- Customer must provide company with technical information that is in its possession and is reasonably required by Company to perform its responsibilities.

### Credit for Outages

Customer will be eligible to receive a credit for any unscheduled outages experienced by the Customer. In order to receive the credit Customer must initiate a trouble report to the Company. Credits will be given based upon the outage time recorded in the applicable trouble ticket.

Customer will be eligible for a credit on their invoice based upon the following schedule: if the outage is greater than 20 minutes, but less than 4 hours, Customer will be eligible for a credit equal to the value of one day's service; if the outage is for greater than 4 hours in duration, Customer will be eligible for a credit equal to the value of two days' service. The maximum credit available in any calendar month is 50% of the monthly recurring charges for the affected service. Planned maintenance during off-peak hours will not be considered an outage. This will be Customer's sole remedy and Ritter Communication's sole obligation with regard to any outage or service interruption.

### Requesting a Credit

To be eligible for a credit, Customer must contact Company within five days of the outage. Customer must provide the following information:

- Company name (if applicable) and contact person's name;
- Sufficient information to contact person(s) reporting the outage;
- Telephone number(s) affected by the outage;
- Date(s) and duration(s) of outage.



## Ritter Long Distance Services

### Long Distance Service Description

Ritter Long Distance Service allows Customer to qualify for discounted rates for direct-dialed (1+) and inbound (800) domestic long distance traffic.

Intrastate LD Rate per Minute:           \$.05          

Interstate LD Rate per Minute:           \$.05          

### Eligibility for Ritter Long Distance

To be eligible for Ritter Long Distance Service, Customer must:

1. Have purchased Ritter Communications Local Exchange Service(s). ("Required Products"); and,
2. Sign up for a minimal term commitment of 60 Months.

### Applicable Long Distance Traffic

These rates do not apply to the following long distance traffic:

- Offshore U.S. inbound or outbound service to AK, HI, Puerto Rico, U.S. Virgin Islands; Overseas Cellular;
- International;
- Canada Inbound/outbound
- Calling Card
- Directory Assistance
- Operator Services or Operator Assisted calls

Rates for these services can be found at Ritter Communications web site.

### Carrier Selection

I hereby select Ritter Communications as my long distance carrier for.

IntraLATA LD

InterLATA LD

Service Term: 60 Months

### Long Distance Product Attachment



# Dedicated High-Speed Internet Access

## Internet Access Product Description

The Ritter Communications Dedicated High-Speed Internet Access provides high speed, dedicated Internet connectivity via a dedicated telecommunications access circuit(s) and/or via dedicated channel(s) or allocated capacity of a dedicated access circuit(s). This service comes with standard and optionally purchased features listed below. The particular feature the Customer chooses to be provided by Ritter Communications for Customer's business are referred to in this Attachment as the "Internet Access Service." The Internet Access Service features and access speeds Customer has selected are set out on the Sales Quote.

Access speeds supported are 56/64, 128, 256, 384, 512, 768 Kbps and 1.5 Mbps.

Primary DNS is available as a separately priced option and will be indicated on the Sales Quote if included in Customer's initial purchase. Primary DNS includes the initial set up of Customer's DNS records, as well as the ongoing management and support of the tables. Company will provide primary DNS, on Customer's DNS table on our server for one Class C address block (up to 256 sub addresses).

If Customer wishes to make modifications to DNS records, Company will administer the change. Customer may make two requests per week. If Customer provide access and/or hosting services to their customers, Company will provide secondary DNS for Customer domains only. Company will not provide DNS for Customer's end-users.

Domain Name Registry – Internet Access Service includes the registration of one domain name with Intermic. Company will register additional domain names with Intermic for Customer at additional cost. In instances where Customer has established domains, Company can assist Customer in attaining and filing the appropriate forms with the Intermic for updates.

Customer will retain ownership and authority of any domain Company registers on Customer's behalf.

Packet Filtering – If set out in the Sales Quote, packet filtering includes the initial configuration of the Customer Premise Equipment (CPE) router, as well as on-going configuration management and administration of the access list.

If Customer wishes to make modifications to access lists, Customer should contact Company. Customer may make two requests per week. Customer does not guarantee packet filter performance.

## Internet Access Service Demarcation

The demarcation point for Internet Access Service is the established demarcation point for the telecommunications access circuit at Customer's site.

## Our Responsibilities

Access Circuit – Ritter Communications will provision a telecommunications circuit for Internet Access Service, from the demarcation point to our nearest or Ritter-approved Point of Presence (POP). Circuits are provisioned from us or from third-party carriers and are based upon availability. Ritter Communications will order the circuit to be terminated at the demarcation point at Customer's site unless Customer instructs Company otherwise. Customer will be responsible for any fees charged by any third-party carrier for the extension of the circuit to another location.

Customer Premise Equipment (CPE) – If Customer rents or purchases CPE from Ritter Communications, the initial configuration of the equipment will be performed by Company during the activation process. The initial configuration will establish connectivity between the CPE and Company network.

All CPE rented from Ritter Communications will come with the following maintenance features:

- Software upgrades necessary to ensure compatibility between the CPE and our Internet Backbone equipment.
- Second business-day delivery of replacement parts, provided the request is received by Ritter communications prior to 3:00 PM CST.

Ritter will provide equipment maintenance on CPE purchased from Company under a separate maintenance agreement.

IP Address Allocation – Company adheres to the American Registry of Internet Numbers (ARIN) recommended guidelines for allocation of Internet IP address space. Under ARIN recommendations, Company does not permit portability of our IP address space. Company allocates address space to Customer for the duration of this Agreement. Upon termination Customer will be required to forfeit any allocated address space to us, and provide us with authorization to release Customer's address space.

Company will allocate address space during the installation process. It is required that documented justification be submitted to us prior to the allocation of address space. Customer agrees to accept Internet Access Service regardless of the number of IP addresses justified according to ARIN guidelines. If Customer requires larger blocks of address space, Customer must petition ARIN directly.

Company will route IP address networks attained directly from ARIN, however, Company will not route IP address networks that Customer was assigned from another ISP, except when Customer is dually homed between that ISP and Company.

Activation Services – Following the installation of the access circuit, one of our engineers will activate the Internet Access Service. Once routing is established between the CPE and our Internet Backbones, a Ritter Communications engineer will run a series of tests from the CPE to points on the Internet.

Internet Access Service implementation will be complete and billing will begin when the following criteria have been met:

- Any Ritter Communication supplied CPE is installed and operational
- IP connectivity to the Internet, including routing through a traceroute test, via the CPE router
- Our Network Operations verifies IP routing through a traceroute test via the CPE router
- If Company registers a domain on Customer's behalf, Customer's domain is registered with Intermic
- Ritter Communications supplied Primary and/or Secondary DNS are operational on Customer's domain
- Any required packet filtering has been installed in the CPE router

Billing will not be delayed if any of the above criteria are not met due to any of the following circumstances:

- Customer fails to provide hostname and IP address allocations to enable Company to set up Primary DNS service
- Customer fails to provide access list requirements to enable Company to configure packet filtering on a CPE router
- Delays in availability of any CPE Customer is required to supply
- Delays in the configuration of CPE or applications Customer is required to supply
- Customer's inability to provide the items set out in the paragraph entitled "Customer Responsibilities".

Management and Monitoring – Ritter communications will be responsible for the on-going management and troubleshooting of all components up to the Internet Access Service demarcation 24 hours a day, 7 days a week.

## Customer Responsibilities

- Customer is responsible for managing the equipment located on the LAN side of the router

(LAN Environment) unless such services are contracted through a separate maintenance agreement. If Company isolates a problem beyond the demarcation point, Customer is responsible for fault resolution and Company assumes no responsibility. Customer has no remedy or claim for service credit for Internet Access Service outages caused by problems beyond the demarcation point.

- If Customer supplies their own CPE, they are required to ensure that the CPE meets Ritter Communication's hardware and software configuration guidelines.
- Ritter communications recommends that all dedicated Internet services be provided with enhanced network security provisions including, but not limited to, firewall security devices. Implementation of the Internet Access Service without proper security provisions are made at Customer's own risk. Therefore, Customer holds Ritter Communications harmless in this regard.
- Customer must provide Company with on-site contact (including escalation lists and off-hours contacts).
- Customer must provide Company with technical information reasonably required by Company to perform it's responsibilities.
- Customer must provide Company with technical information reasonably required by Company to perform it's responsibilities.
- Customer must request changes in the Internet Access Service in writing. Any and all changes to the Internet Access Service, whether requested by Customer or initiated by Company, will be performed by Company if Company, in it's sole discretion, determine the changes to be reasonable, acceptable, and necessary for the provisioning of the Internet Access Service.
- Customer will be responsible for configuration and monitoring of all CPE after initial installation unless contracted under a separate maintenance agreement.

## Credit for Outages

Customer will be eligible to receive a credit for any unscheduled outages that Customer experiences due to unavailability of the Internet Access Service. In order to receive the credit Customer must open a trouble ticket with Customer Care. Credits will be given based upon the outage time recorded in the applicable trouble ticket. Customer will be eligible for a credit on Customer's invoice based upon the following schedule: if the outage is greater than 20 minutes, but less than 4 hours, Customer will be eligible for a credit equal to the value of one days' Internet Access Service; if the outage is greater than 4 hours in duration, Customer will be eligible for a credit equal to the value of two days' Internet Access Service. The maximum credit available in any calendar month is 50% of the monthly recurring charges for the affected Internet Access Service. Planned maintenance will not be considered an Internet Access Service outage. This will be Customer's sole remedy and Ritter Communication's sole obligation with regard to any outage.

## Requesting a Credit

To receive a credit Customer must contact our office within five days of the outage. Customer must provide the Customer Care representative with:

- Customer Company name
- Sufficient information to contact Customer;
- Date(s) and duration(s) of events

**Customer Initials**



## RITTER COMMUNICATIONS ACCEPTABLE USE POLICY

### **Contents**

- I. Introduction
- II. Violation of this Acceptable Use Policy (AUP)
- III. Prohibited Uses and Activities
- IV. Customer Conduct
- V. Network Management
- VI. Contact Information

This document, Ritter Communications Acceptable Use Policy (AUP), governs the use of internet related services provided by Ritter Communications. All contractual terms and tariff terms also apply.

### **Ritter Communications Acceptable Use Policy ("AUP")**

#### **I. INTRODUCTION**

In this AUP, "Service(s)" refers to any internet related service you are receiving from Ritter Communications or its affiliates including but not limited to dial-up, High Speed Internet Access, Dedicated Internet access, Managed Service, web hosting, data center hosting, Enterprise hosting, or Unified Messaging. **By using any such Ritter Communications Service you agree to abide by and be bound by the terms and conditions of this AUP.** This AUP may be revised by Ritter Communications at any time by posting on the Ritter website.



## II. VIOLATION OF THIS ACCEPTABLE USE POLICY

Violation of this AUP may result in Ritter Communications taking actions ranging from a warning to a suspension of privileges or termination of your services. Ritter will provide 30 days written notice prior to any suspension or termination of services for any reason other than action mandated by an order of the court. Ritter Communications may, but is under no obligation to, provide you with advance notice of an AUP violation, via Email or otherwise, and request that such violation be immediately corrected prior to taking action. Ritter Communications reserves the right to act immediately and without notice to suspend or terminate services in response to a court order or other legal requirement that certain conduct be stopped or when Ritter Communications determines, in its sole discretion, which the conduct may:

- Expose Ritter Communications to sanctions, prosecution or civil action
- Cause harm to or interfere with the integrity or normal operations of Ritter Communications' networks or facilities
- Interfere with another person's use of Ritter Communications' services or the Internet
- Damage or disparage the reputation of Ritter Communications or its services
- Otherwise present a risk of harm to Ritter Communications or Ritter Communications' customers or their employees, officers, directors, agents, etc.

Ritter Communications may refer potential violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. Ritter Communications assumes no obligation to inform you that your information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice. Ritter Communications shall not be liable for any damages of any nature suffered

by you or any other customer, user, or third party resulting in whole or in part from Ritter Communications' exercise of its rights under this AUP.

### **III. PROHIBITED USES AND ACTIVITIES**

#### ***General Use Policy***

You are responsible for complying with the AUP. You are also responsible for the actions of others who may be using the Services under your account. You must respond in a timely manner to complaints concerning misuse of the Services obtained from Ritter Communications. If Ritter Communications is alerted to or otherwise becomes aware of violations or potential violations of this AUP, Ritter Communications will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

#### **Abuse of Email/Spamming**

Mass Emailing and "mail-bombing" (sending mass Email or deliberately sending very large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations and usage will be judged by type of account and the use. Forging Email headers (transmission information) is prohibited. Using another computer, without authorization, to send multiple Email messages or to retransmit Email messages for the purpose of misleading recipients as to the origin is prohibited. Use of Email to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating Email, is a violation of this AUP and Ritter Communications reserves the right to seek damages and other available relief against You and/or any third parties - as applicable. For purposes of this AUP, such violations are determined by Ritter Communications in its sole discretion.

### ***No Resale/Sharing of Services***

You are prohibited from reselling the Service or otherwise making the Service available to third parties (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by your Business Services Agreement;

You agree that you will not make the Service available to anyone other than your family and household guests, if a residential account, or business or your business' authorized employees, if a business account, or unless done with Ritter Communication's prior written approval in accordance with an applicable Business Services Agreement.

## **IV. CUSTOMER CONDUCT**

### ***Facilitating a Violation of this AUP***

You are prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights and pirate software.

### ***Illegal Activity/Tortious Conduct***

Any use of the Services to violate any local, state or federal law or regulation, also violates this AUP. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;
- Using the services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (phishing, etc.);

- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software;
- Unauthorized copying, distribution or display of copyrighted material;
- Conducting or participating in illegal gambling, soliciting for illegal pyramid schemes through electronic mail or USENET postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Services;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity, illegal or not, that Ritter Communications determines in its sole discretion, to be harmful to its subscribers, operations, or networks;
- Making fraudulent offers of products, items or services; or
- Creating or attempt to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of Ritter Communications.

### ***Third Party Rules; Usenet***

You may have access through the Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP. Ritter Communications reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

### **III. NETWORK MANAGEMENT**

Ritter Communications may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service by amending this AUP. Subscribers must comply with all such limitations prescribed by Ritter Communications.

#### ***Network Security***

It is your responsibility to ensure the security of your network and the equipment that connects to your services. You are required to take all necessary steps to secure and manage the use of the Services received from Ritter Communications in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability.

Failing to secure your system against abuse or fraudulent activity is a violation of this AUP. You are responsible for configuring and securing your network and the services you receive to prevent unauthorized access to your systems and/or the Ritter Communications network. You are also responsible for any fraudulent activity that may occur due to your failure to secure your network and services. You will be responsible if unknown third parties utilize your Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent conduct. You may not, through action or inaction (e.g. failure to secure your network), allow others to use your network for illegal, fraudulent or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines or the agreement for the Services you have purchased or applicable tariffs.

### ***Responsibility for Content***

You are responsible for any content you offer or receive through the Service.

### ***Password Security***

If applicable, your password provides access to your individual account. It is your responsibility to keep your password secure. You are responsible for any and all access to or use of the services through your account. Attempting to obtain another user's account password is prohibited.

### ***Web Hosting and Data Center Hosting Surveillance***

Ritter Communications performs routine surveillance of its networks in connection with its web hosting, data center hosting, and related services. Although Ritter Communications will not, as an ordinary practice, proactively monitor your activities for violations of this AUP, there may be instances in which Ritter Communications, through its routine surveillance finds violations of this AUP, and reserves the right to take whatever action it deems appropriate in its sole discretion.

## **IV. CONTACT INFORMATION**

### ***Contact for Reporting Abuse***

Any party seeking to report a violation of this AUP may contact us via Email at [smfrench@rittermail.com](mailto:smfrench@rittermail.com)

### ***Contact for Copyright Infringement***

Ritter Communications complies with the Online Copyright Infringement Liability Limitation Act of 1998, 17 USC 512 ("Act"). As required by the Act, we have a policy that reserves our right to terminate services to subscribers who repeatedly infringe copyrights. In the event that we

receive a determination that any subscriber or account holder has infringed another's copyright through the use of our system or network, we reserve the right to terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. Ritter Communications accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Shanna French

P.O. Box 17040

Jonesboro, AR 72401

e-mail: [smfrench@rittermail.com](mailto:smfrench@rittermail.com)