



RESIDENTIAL
MASTER SERVICE AGREEMENT

Customer: \_\_\_\_\_ Effective Date: \_\_\_\_\_
Billing Address: \_\_\_\_\_
Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

This Master Service Agreement ("Agreement"), effective as of the Effective Date above, sets forth the terms and conditions under which MEI Telecom Services. ("MEI" or "Barry County Telephone Company" or "BCTC" or "Company" or "we") will provide to the above-referenced customer ("Customer" or "you" or "your") communications and other services, as well as equipment (collectively "Services"). This Agreement consists of this Master Service Agreement ("MSA"), the General Terms and Conditions ("Terms and Conditions") located in the terms and conditions on the Company's website located at www.mei.net ("Website"), any and all Service Orders and Service Level Agreements as defined in the Terms and Conditions and Service descriptions located on the Website. Customer recognizes and agrees that such Service descriptions define Company's Service offerings and are binding unless otherwise agreed in writing. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Terms and Conditions. Where Company provides and Customer uses Services, this Agreement (including the Terms and Conditions) shall apply and Customer shall be obligated to pay for such Services at Company's then prevailing rates, even if such Services are not specified on an executed Service Order.

Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. Customer agrees that Company may charge Customer's credit/debit card, checking/savings account or other payment account on record for all amounts due to us without additional notice or consent. If Customer's account is delinquent or Customer fails to return Company Equipment in a timely manor, Company may refer the account to a collection agency or attorney that may pursue collection of the past due amount and Customer agrees to pay all costs of collection or other action, including attorney fees and court costs. If charges cannot be processed through your credit card, if your bank draft or electronic funds transfer is returned for insufficient funds, or if customer check is returned, we may charge you an additional \$25.00 and a Reconnect fees up to \$ 54 may be charged on any account disconnected for non-payment.

This Agreement shall become legally binding on Customer when signed by Customer and shall remain in effect until terminated by Company or Customer in writing, provided that the terms of this Agreement shall continue to apply for the Service Term specified in Service Order(s) executed hereunder, notwithstanding the earlier termination or expiration of this Agreement. The Initial Service Term shall begin as of the Service Commencement Date and shall continue in effect for the term length indicated in the Service Order, unless earlier terminated in accordance with the Agreement. Company may update the Terms and Conditions from time to time at Company's sole discretion upon posting to www.mei.net.

Price Changes and Early Termination: Company may change the prices and charges for the Services from time to time. Unless otherwise stated, if we increase the price of your plan, we'll notify you verbally, by electronic means including but not limited to e-mail or by U.S. mail and allow you to stay with your old plan for at least one additional billing cycle. We may decrease prices and charges without providing advance notice. Services are provided subject to availability of facilities and may not be transferred. Minimum service terms are required for most Services. Discount on installation or construction fees reflected in a Service Order will not apply if such Service Orders are terminated early. IN ADDITION TO FORFEITURE OF ANY DISCOUNTS, EARLY TERMINATION OF THIS AGREEMENT OR APPLICABLE SERVICE ORDER BY CUSTOMER WILL RESULT IN CUSTOMER BEING LIABLE FOR EARLY TERMINATION FEES. Unless otherwise stated in the applicable Service Order, early termination fees will be the total of any third party fees owed by Company in connection with the early termination and the nonrecurring charges and any monthly recurring charges multiplied by the number of months remaining on the Agreement/Service Order, plus the monthly average of any usage based charges (as determined by averaging the charges incurred the previous three (3) months) multiplied by the number of months remaining on the Service Order. Customer acknowledges and agrees that the amounts set out herein are reasonable liquidated damages payable to Company, and do not represent or constitute a penalty, because actual damages would be difficult or impossible to ascertain. Customer acknowledges and agrees that Company is not required to make a showing of actual damages in order to support the liquidated damages amount.



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**Non-availability of Traditional 911 Services:** Customer acknowledges and agrees that some of the Services may be different or have limitations or attributes different from traditional telecommunications services (for example, Services such as VoIP, do NOT support traditional 911 or E911 access to emergency services). Customer acknowledges and agrees that the Company provides no assurances that the Service will support traditional 911 or E911 access to emergency services. Customer further acknowledges and agrees that for some Services, emergency dialing is NOT automatic, that Customer must separately take affirmative steps to activate such emergency dialing capabilities and that such emergency dialing is different in a number of significant ways from traditional 911 service. Customer shall inform ALL employees, staff, users, and other third persons who may be present at Customer’s physical location(s) where Customer uses Service(s) of the possible non-availability of traditional 911 or E911 dialing and access from Company Service(s) and equipment. In some instances, Company may rely on third parties for the forwarding of information underlying such routing and, accordingly, Company and Company’s third party provider(s) disclaim any and all liability or responsibility in the event any such information or routing is incorrect. Such emergency dialing currently is NOT the same as traditional 911 or E911 calling, and does not necessarily include all of the capabilities of traditional 911 dialing. Neither Company nor Company’s officers, directors, employees, agents, suppliers, contractors, or vendors shall be held liable for any claim, damage, or loss, and Customer hereby waives any and all such claims, causes of action, liability, and damages arising from or relating to emergency dialing unless such claim, damage, cause of action, or loss directly results from Company’s gross negligence or intentional misconduct. Customer shall indemnify and hold harmless Company and Company’s officers, directors, employees, agents, suppliers, contractors, or vendors from any claim, cause of action, liability, or loss arising out of or related to misrouting of or inability to make emergency calls, including without limitation Customer’s failure to follow correct activation procedures for emergency calling or Customer supplying Company any inaccurate, outdated, or incorrect information in connection therewith.

Please initial acknowledgement \_\_\_\_\_

**Battery Backup Disclosure:** For customers that have services requiring battery backup solutions up to 8 hours, we are offering additional backup units that last up to 24 hours in the event of a commercial power outage. A backup battery will allow regular corded land line phones to work during a power outage. Cordless phones may require an additional battery backup for that unit. Pricing depends on type of equipment and begins at \$349.95 plus tax and installation fees. You may also purchase your own backup battery through a retailer. Our battery equipment is regularly monitored and will last between 2 and 4 years. We do not supply any warranty of the battery backup unit. Customer should periodically remove and test the battery to verify both operation and condition. Please call our customer service team for further details or if extended battery options are desired.

Please initial acknowledgement \_\_\_\_\_

**Company Use of CPNI:** By signing this Agreement, Customer gives Company consent to use and disclose Customer Proprietary Information (“CPNI”). Customer may refuse CPNI consent by signing this Agreement and then by notifying Company in writing of Customer’s decision to withhold Customer’s CPNI consent. Customer’s consent or refusal to consent will remain valid until Customer otherwise advises Company in writing.

Please initial acknowledgement \_\_\_\_\_

THE AGGREGATE LIABILITY OF COMPANY FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE COMPANY’S PROVISION OF OR CUSTOMER’S USE OF SERVICES, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE (INCLUDING PROVISION OF EQUIPMENT), AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMPANY DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR THE SERVICE OR EQUIPMENT FOR WHICH DAMAGES ARE CLAIMED. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND INTENTIONAL MISCONDUCT) OR OTHERWISE, EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLE FORESEEABLE. DAMAGES PAID BY CUSTOMER TO ANY THIRD PARTY SHALL BE CONSIDERED INDIRECT DAMAGES FOR THE PURPOSES OF THIS PROVISION.



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THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND THE TERMINATION OF THE PROVISION OF SERVICE BY COMPANY AND/OR ANY CONTRACT OR SERVICE ORDER BETWEEN THE PARTIES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY CONDITION OR QUALITY, TITLE, AND NON-INFRINGEMENT. ADDITIONAL LIMITATIONS AND CONDITIONS ARE FOUND IN THE TERMS AND CONDITIONS.

This MSA and any Service Orders issued by Customer and accepted by Company may be signed electronically and may be executed in counterparts.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Customer: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_