



RIOnetworks

We are communication.

Master Service Agreement

					Date	
					Order	
					Term	Cust. Int _____
					Sales	
Local Telephone Service <input type="checkbox"/> OFF/NET <input type="checkbox"/> ON/NET		Monthly Unit Charge	Activation Charge	Qty.	Total Monthly Charges	Total Activation Charges
Listed Telephone Numbers						
Non-Published Telephone Numbers						
Rio's Features		NOTES:				
Long Distance Service <input type="checkbox"/> OFF/NET <input checked="" type="checkbox"/> ON/NET		Cost Per Minute	Notes:			
1+ Interstate/Intrastate Long Distance		\$0.045				
800 Toll Free Service (authorization form required)		\$0.045				
International Long Distance		Plan C				
Data Services <input type="checkbox"/> OFF/NET <input type="checkbox"/> ON/NET		Monthly Unit Charge	Activation Charge	Qty.	Total Monthly Charges	Total Activation Charges
RiOffice		Monthly Unit Charge	Activation Charge	Qty.	Total Monthly Charges	Total Activation Charges
Hardware Services*		Monthly Unit Charge	Equipment Installation Charge	Qty.	Total Monthly Charges	Total Equipment Install Charges
Total MRC / Activation Charges:						

This Agreement including the Terms and Conditions on the reverse hereof and any schedules or attachments hereto, constitute a binding commitment between Rio Networks, and Customer and supercedes all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by all of the terms and conditions hereof. It is the sole responsibility of the customer to arrange the return of all equipment if this service is discontinued, If Rio picks up the equipment scheduling and transportation fee's my apply. Upon request of service cancellation a charge of no less then \$2,500.00 (or value of equipment if greater then \$2,500) may be required and held as a deposit from Customer. Customer must return equipment within 15 days of service cancellation to receive a refund of the equipment deposit.

Customer Acceptance: _____ Print Name: _____ Date: _____

TERMS AND CONDITIONS

1. Services. Rio Networks agrees to provide to Customer and Customer agrees to procure from Rio Networks certain communication services described in this Agreement ("Services"). Customer agrees to purchase the Services for the Contract Term as set forth in this Agreement. Subject to the earlier termination provisions set forth herein, at the end of the Contract Term, this Agreement will automatically continue on a month-to-month basis until terminated by either party upon 30 days written notice ("Renewal Term(s)").

2. Rates and Charges. Rates and charges will be set forth on the front of this Agreement and will commence on the installation date. Any monthly recurring charges ("MRC") will be billed in advance each month. Any nonrecurring charges ("NRC") will be billed on the first invoice after the installation date, or if the NRC are incurred after the installation date, such charges will be billed on the next invoice thereafter. Rio Networks may adjust the rates and charges upon written notice to Customer. Payments are due 18 days after invoice. Rio Networks may assess a late fee of 1.5% per month or the maximum monthly rate permitted by law on past-due balances and customer may be subject to reactivation fee's, accounting fee's and customer service fee's on all balances not paid when due. Rio Networks has the option to suspend services until payment is made. Termination of Services may follow. All payments hereunder will be in U.S. dollars. Customer is responsible for payment of any and all federal, state, county, municipal, city and local taxes, fee's, charges, duties, surcharges or assessments imposed on or based upon the provision, sale or use of Rio Networks' services. Rio Networks will collect all such taxes, charges, duties, fee's, surcharges and assessments. Other miscellaneous charges may apply to Customers based on current miscellaneous charge rate sheet to include but not limited to; collections fee's, customer service fee's or misuse of customer service, onsite service support fee's, and other customer service type fee's. Customer is responsible for maintaining and keeping all internal wiring on their premises in acceptable working condition. Customer shall pay all applicable set-up, installation and disconnect fees, which will be invoiced on a Non-Recurring Charge basis and are non-refundable. The schedule of installation fees contemplates installations in normal locations under normal working conditions during regular business hours. Any installations under other circumstances including, but not limited to, installations in hazardous locations or made on an expedited basis outside of standard installation intervals will be subject to additional charges.

3. Tariff Application/Regulatory Compliance. Customer acknowledges that the Services may be subject, in whole or in part, to one or more provisions of state or federal tariffs which may be or filed by Rio Networks. In the event of any conflict between any provision of the Agreement and any provision of such tariff, the provision of such tariff will control. This Agreement and the Services will be subject to such modifications as may be required or authorized by any regulatory agency in the exercise of its lawful jurisdiction. Service rates and charges applicable to Customer under this agreement are subject to the imposition of additional charges, surcharges, fee's, taxes, sales, use, excise, gross receipts, value added, bypass, franchise, telecommunications, consumption and other taxes, fees, duties, charges and surcharges and assessments that result from actions taken by federal, state, county, city and local regulatory authorities or legislative bodies. Rio Networks may: (i) pass through to Customer, in whole or in part, any such charges, fee's, surcharges, taxes, duties and assessments directly or indirectly relating to regulatory activity; or (ii) modify the rates, charges or other terms and conditions of this Agreement to accommodate the impact of regulatory activity, including, without limitation, actions taken by third parties in response to regulatory activity. Customer shall promptly pay Company all access charges, reciprocal compensation, or any other charges, surcharges, taxes, fee's and assessments that, in accordance with FCC regulations or decisions, or those of any applicable regulatory authority, industry practices, or recovery fee's and charges that are associated with Customer traffic delivered, or facilities utilized, or services used pursuant to this Agreement, including, but not limited to, any retroactive charges not already reflected in the rates charged by the Company for service. Customer may not use Service to originate or terminate voice calls in a manner that bypasses switched access or other applicable charges. If Customer does so, it will constitute a material breach of this Agreement and will entitle Company to discontinue Service and terminate the Agreement for cause immediately upon the delivery of written notice to Customer. In addition, Customer shall indemnify, defend and hold harmless the Company and its Affiliates, their employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of

8. Invoicing/Payment. Customer will be invoiced via (1) email; and/or (2) fax; and/or (3) direct mail; and/or (4) secure login. Customer may pay all fees by direct Debit/Credit via secure login or ACH bank draft authorization or by mail. Any customer requesting manual mailed invoice processing may be charged an additional manual check processing fee set at no less than \$7 per statement. Changes to Rio Networks billing procedures can be made with 18 days notice to Customer.

9. Limited Liability. Rio Networks' liability and the exclusive remedy of Customer for damages associated with the installation, provision, termination, maintenance, repair or restoration of Services, will be solely limited to an amount no greater than Customer's actual damages provided, however, that **NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF USE, INCOME OR PROFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES.** Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto, any right, remedy, obligation or liability under or by reason of this Agreement, except as expressly provided in this Agreement. Customer further specifically agrees that Rio Networks shall not be liable for the misrouting of any calls made to PSAPs or to municipal emergency service providers. The provisions of this Paragraph 9 will survive the termination of this Agreement and any Sales Order(s) issued hereunder.

10. Indemnification. Rio Networks and Customer will indemnify, hold harmless, and defend the other, its officers, directors, affiliated companies, employees, agents and subcontractors from liabilities, claims or damages arising out of personal injury or death or damage to property to the extent caused by the indemnifying party's breach of any representation, warranty, term or provision herein or to the extent caused by the acts or omissions of such party, its employees, agents or subcontractors in its performance hereunder. Rio Networks and Customer agrees to Not-Disclose any communication between Rio Networks and Customer. Customer further specifically agrees to not take any action to create publicity, disparage or harm Rio Networks in any manner whatsoever which include but not limited to; news release, public announcement, advertisement or other form of publicity concerning the existence of the Agreement or the service. Failure to comply with this obligation shall allow the Company to immediately terminate the Agreement, in addition to seeking any and all other remedies available in law or equity. The provisions of this Paragraph 10 will survive the termination of Services hereunder.

11. Confidentiality. The parties may have access to certain information, the ownership and confidential status of which is highly important to the other party is treated or designated by one of the parties as confidential (herein referred to as "Confidential Information"). Neither party will disclose the other party's Confidential Information, directly or indirectly under any circumstances, to any third person without the express written consent of the other party, and neither party will copy transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other party's Confidential Information, except as may be necessary to perform its duties hereunder. Each party will exercise the highest degree of care in safeguarding the other party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality. The provisions of this Paragraph 9 will survive the termination of this Agreement.

12. Termination. Either party may terminate this Agreement upon 30 days written notice to the other party. Upon early termination for any reason, other than material breach by Rio Networks, any and all installation waivers, all rates and charges actually incurred up to the date of termination, as well as the full amount otherwise due to Rio Networks over the full term of this agreement, will become immediately due and payable by Customer to Rio Networks. If contract is breached before 50% of the term customer will be responsible for 100% of the remainder of set term. If contract is breached within 50%-75% of set term customer will be responsible for 50% of the remainder of set term. If contract is breached at or after 75% of set term customer will be responsible for 30% of the remainder of set term. Customer will be responsible for full cost of circuit upon installation of said circuit. Rio Networks may reject requests to transfer local numbers, DID numbers and Toll Free numbers until total outstanding invoices, including late fee's, service fee's and other fee's are all brought current and paid in full.

13. Force Majeure. In the event that either party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, or any cause beyond such party's reasonable control, the party's performance will be excused. The occurrence of such an event will not constitute grounds for a declaration of default by either party

Customer's breach of this obligation. Notwithstanding any other provision of this Agreement, the damages for any breach of this Customer obligation shall not be capped or limited. The Company at any time may audit Customer traffic to assure compliance with its obligation not to bypass switched access or other applicable charges.

4. Compliance with Law. This Agreement is Subject to all applicable federal, state and local laws, and regulations, rulings, orders, and other actions of governmental agencies ("Rules"), and the obtaining and continuance of any required approvals, authorizations, or tariffs filed with the FCC or any other governmental agency. Rio Networks will use its good faith reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any such Rule adversely affects the Services or requires Rio Networks to provide Services other than in accordance with the terms of this Agreement, either party may, without liability to the other party, terminate the affected Services upon 30 days prior written notice to the other party. In performing their obligations under this Agreement, the parties will comply with all applicable federal, state and local laws, regulations, rules and orders.

5. Maintenance and Upgrade of Facilities. Rio Networks will maintain its facilities and equipment used to provide the Services at no additional charge, except where work or service calls result from failure or malfunction in, or improper operation of, Customer's facilities and/or equipment. In such event, Customer will reimburse Rio Networks for the reasonable cost of the required maintenance at Rio Networks' standard time and material rate plus any taxes imposed upon Rio Networks related to such maintenance. Rio Networks reserves the right to suspend service, not during regular business hours, for scheduled maintenance or planned enhancements or upgrades to Rio Networks' network with at least 48 hours' notice to and approval by Customer. After at least 48 hours' notice, Customer will grant Rio Networks or cooperate with Rio Networks in obtaining reasonable access to its premises for the installation, operation, removal, repair and maintenance of the facilities and equipment for the services hereunder. Rio Networks understands and agrees that access will never be allowed during an event in Customer' facilities.

6. Limited Warranty. Rio Networks will use reasonable efforts, according to industry standards to provide Services on a 24-hour-a-day, 7-day-per-week basis. Rio Networks does not warrant that Services will be provided without interruption. In case of a Services interruption of more than 12 hours caused by Rio Networks, Rio Networks will credit Customer with Rio Networks' service charge for the period during which the Services were interrupted. Such credit will not be given for Services interruption caused by Customer or by activities or facilities furnished by Customer or third parties. Rio Networks will not be held responsible for service issues due to faulty internal wiring. RIO NETWORKS MAKES THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES AND MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Billing Disputes. Any billing dispute must be reported to Rio Networks within three months of the Billing Date of the disputed bill or the dispute will be declined. If a dispute is reported to Rio Networks prior to the due date of the disputed bill, Rio Networks will make every effort to resolve the dispute prior to the due date. If the dispute is not resolved prior to the due date of the bill, customer will pay the bill in full pending resolution. If the dispute is resolved in the customer's favor, Rio Networks will credit amounts deemed owned to the balance of the customer's account. In the event that Rio Networks determines that a customer is entitled to a refund, Rio Networks will only issue refunds for disputes relating to the bills for the three months immediately prior to the date the dispute is reported. In the event there is a dispute regarding a notice of disconnect or the termination of services Rio Networks will only issue customer refunds, if appropriate, for the three months immediately prior to the date the dispute is reported. Under no circumstance will any billing error affect the Customer's obligation to pay for Services rendered and used.

Customer Initial: _____

shall not constitute grounds for a declaration of default by either party hereunder.

14. General. Customer may not assign its obligations hereunder without the prior written consent of Rio Networks. Any amendment must be in writing and signed by the parties hereto. The failure of either party to insist upon the performance of any provision or to exercise any right granted hereunder, will not be construed as a waiver of such provision(s), and the same will continue in full force. If any provision hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered condoned or any continuing or subsequent breach the same provision. This Agreement will be governed by and interpreted in accordance with the laws for the State where the Services are to be provided.

15. Attorney Fees. The prevailing party in any legal proceeding brought under or with respect to this Agreement may recover from the non-prevailing party all costs of such proceeding as well as reasonable attorney fees.

16. Credit Checking. Customer consents to and authorizes the release to Rio Networks, or its agent, by any third party of Customer's credit history information. A copy of this Agreement shall have the same force and effect as the original.

17. Installation Time Lines. Rio Networks makes every effort to meet and exceed reasonable installation time lines and will give reasonable notice if delays are incurred due to cooperation and coordination with other service providers. General time lines are as follows: LNP or (PORTS) 5-14 business days. LNL or (Reclaims) 7-10 business days. WATS or (800#s) 17+ business days. (911 & Listings) 2-6 business days. (POTS or Plan Old Telephone Line) 5-10 business days. (DSL) 5-10 business days. (T-1 Services) 30-45 business days.

18. SIP service condition. In the case Rio Networks provides SIP services, the Customer must send 10 digit caller ID identifier assigned and may not change this number. It is further understood that the numbers provided are for use at this address only unless stated otherwise in writing and approved by Rio Networks.

CCBUTI Ver. 2.03(b)3

Customer Initial: _____