



## MASTER SERVICE AGREEMENT

CC Communications, and Customer, as named on the Service Agreement, hereby agree to the following terms and conditions contained in this Master Service Agreement (this "Agreement") for the provision of the service(s) ordered by Customer (the "Service(s)") by CC Communications, as of the date of the Service Agreement (as defined below). For the purposes of this Agreement, CC Communications or Customer may be individually referred to as a "Party" and collectively as "Parties."

**1. SERVICES AND SERVICES TERM.** This Agreement incorporates any accepted orders for any Service ("Service Agreement(s)"), any attachments, policies and procedures found on CC Communications' website: [www.cccomm.net](http://www.cccomm.net) and any filed tariffs, price lists or schedules, and comprises the entire agreement between the Parties. Details pertaining to the Service(s) are set forth in the Service Agreement entered into in connection with this Agreement. This Agreement supersedes any and all prior discussions, representations, memoranda, or agreements - oral or written - between the Parties hereto. CC Communications reserves the right, in its sole reasonable discretion, to reject any Service Agreement prior to CC Communications' signature. CC Communications agrees to provide to Customer (subject to availability and adequacy of underlying Service), and Customer agrees to procure from CC Communications, the Service(s) at the location(s), and for the number of months ("Services Term" or "Service Term"), set forth in the applicable Service Agreement. "Installation of Service" occurs per Service, per location, when CC Communications completes its installation of each Service. Installation of Service occurs, for example, at the delivery of the Service to the demarcation point. Unless otherwise indicated by the CC Communications in writing, the "Demarcation Point" is the location where CC Communications' facilities interconnect with Customer's or any third party's facilities. CC Communications will use reasonable efforts to install Service on the date agreed upon by the Parties; however, CC Communications does not guarantee that Service will be installed and provisioned on Customer's desired due date. Customer may request a delay in the service start date via written notification provided that: (i) the request is made no later than five (5) business days prior to the service activation date identified in the Service Agreement (the "Service Activation Date"); (ii) the aggregate number of days requested by such delay request does not exceed sixty (60) calendar days; and

(iii) the aggregate number of delay requests is two (2) or less per Service order.

**2. RENEWAL UPON EXPIRATION.** Upon the expiration of the Service Term, a Service Agreement will automatically renew for successive month-to-month terms, each a "Renewal Services Term," unless terminated by Customer or CC Communications with thirty (30) days' written notice prior to the completion of the Service Term or the then-current Renewal Services Term. Each Renewal Services Term shall operate under the same terms and conditions as set forth in the Service Agreement and this Master Service Agreement with an increase in the rate charged by CC Communications for services in the amount of eight percent (8%) per annum calculated from the effective date of the Initial Service Agreement.

**3. RATES, CHARGES, BILLING AND PAYMENT.** Rates and charges, service levels and credits are described in the Service Agreement. CC Communications will notify Customer when an Installation of Service has occurred. Upon notification of Installation of Service, Customer agrees to convert its services from its present provider, if any. Customer is responsible for payment of all charges associated with the Service from the date of Installation of Service (except as provided in Section 15, when applicable). Customer agrees that the Service Term and billing will commence upon the Installation of Service, regardless of Customer's actual conversion date, unless Customer tests the Service and notifies CC Communications that the Service is not functioning properly within five (5) days after CC Communications notifies Customer of the Installation of Service. If Customer timely notifies CC Communications of the non-functioning nature of the Service, CC Communications will investigate the problem, and if it is due to CC Communications' equipment, correct the issue and notify Customer of such correction. Upon such notification, Customer again will have five (5) days to test the Service, and if Customer does not notify CC Communications that the Service is not functioning properly within such period, the Service Term and billing for the Service will begin on the date CC Communications notified Customer that the Service was corrected. If the problem was due to Customer equipment, CC Communications will notify Customer, and Customer is responsible for payment of all charges associated with the Service from the date of Installation of Service.

Monthly recurring charges ("MRC") will be billed in advance each month. Non-recurring charges ("NRC") will be billed on the first invoice after the date of Installation of Service, or if the NRC are incurred after the date of Installation of Service, or are usage based, such charges will be billed on the

next invoice thereafter. CC Communications may bill Customer for billing corrections or adjustments for Services rendered not later than one hundred eighty (180) days after the last day of the billing cycle during which CC Communications provided the Service(s) to the Customer, unless a different period is required by federal, state, or local laws, regulations, rulings, orders or other actions of governmental agencies ("Applicable Law"). Payments are due on the Payment Due By date set forth on the CC Communications invoice, provided, however, that no Payment Due By date shall be less than net thirty (30) days. Customer must provide payment of all undisputed charges in full on Payment Due By date. If Customer believes it has been billed in error or otherwise disputes a charge, Customer must notify CC Communications not later than ninety (90) days after the date of the invoice containing the disputed charge unless a different period is required by Applicable Law. Customer's notice must specifically detail the dispute and provide supporting documentation for the amount in dispute. CC Communications will investigate all disputes and notify Customer of the results of its investigation and, if appropriate, credit Customer's account or notify Customer of denial of the dispute. Acceptance of payments of less than the full amount due, including an instrument tendered as full satisfaction of a debt, shall not be deemed, in the absence of a written agreement executed by both Parties, an agreement on the part of CC Communications to accept less than the full amount due. Any tender of an instrument as full satisfaction of a debt must be sent to the Law & Policy Department of CC Communications.

CC Communications shall not be liable for any charges arising from or related to the termination of any previous agreement for services or the failure of Customer to terminate any previous agreement for services.

**4. LATE FEES AND COSTS.** CC Communications may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on any undisputed balances not paid when due. Late fees may be assessed, as of the original Payment Due By date, against any disputed amount denied by CC Communications. CC Communications has the option to suspend the Services and/or to pursue any and all other legal remedies until payment is made. Customer will pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorneys' fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder will be in U.S. currency.

If any property owner, under which Customer is a tenant, assesses a fee against CC Communications in order to, or as a result of, the provisioning of any Services to Customer, CC Communications may pass

through such charges to Customer.

**5. CREDIT CHECKS.** Each Service Agreement is subject to credit approval. Customer hereby authorizes CC Communications to conduct a credit search and agrees to provide CC Communications with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. If a credit check is unsatisfactory at any time, or if Customer fails to make timely payment two (2) or more times during any twelve (12) consecutive month period, CC Communications may require Customer to tender a deposit up to the maximum permitted by law to guarantee payment hereunder. Such deposit may have, as an additional component, deposit for any CC Communications -provided equipment in Customer's premises {"Customer Premises Equipment"). When Customer establishes acceptable credit history or upon termination of the applicable Service Agreement, CC Communications will return the balance of the deposit, if any, to Customer along with interest as required by law.

**6. POLICIES, PROCEDURES AND RATES.** CC Communications may change its Policies and Procedures upon thirty (30) days' written notice to Customer. In addition, CC Communications may change its rates for various out of term Services upon thirty (30) days' notice to Customer. In the event an increase in rates for Services occurs, Customer shall have thirty (30) days from the date of notice to Customer to terminate the affected Services by written notice to CC Communications, without further obligation or early termination charges, other than payment for the Services used until the date of termination. Such termination shall be effective thirty (30) days after CC Communications' receipt of the termination notice. Failure to timely give written notice of termination shall be deemed consent to the changed rates and charges.

**7. FRAUD, TELEPHONE NUMBERS AND DIRECTORY LISTINGS.** Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences. Telephone numbers are assigned to the business entity (Customer) named on the Service Agreement and not to any individual owner or operator of the business. Customer shall designate those individuals authorized to make changes to the Customer's account with CC Communications, including changes to the Services or to the telephone numbers in conformity with Applicable Law. The Customer shall hold CC Communications harmless for any changes authorized by the individuals designated by

Customer.

CC Communications shall take reasonable measures to provide Customer with continuation of existing telephone numbers. However, if Customer is changing location at the time of conversion or taking Service(s) for the first time at a location, CC Communications shall not be liable for any charges arising from or related to the termination of any previous agreement for services or the failure of Customer to terminate any previous agreement for services. CC Communications makes no warranties regarding assignment of particular telephone numbers to Customer. CC Communications shall not be liable to Customer for any change in, including loss of, telephone numbers if such telephone numbers are lost after termination of this Agreement or the Services due to default by Customer under this Agreement, or if such change or loss is due to actions of any vendor or supplier of services to CC Communications. Customer's reliance upon and/or use of any telephone numbering information prior to Installation of Service and Customer's conversion to the Services is at the Customer's sole risk.

Customer understands that the CC Communications or its agents may deliver the Customer's name, address and phone number to the directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold CC Communications free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. CC Communications shall not be liable for any inaccurate or dropped listings, or any errors or omissions, whether arising through negligence or otherwise, in the information furnished, or failed to be furnished, to a publisher or to a directory database(s). CC Communications may assess additional charges for publisher/directory database listing(s).

**8. TAXES, SURCHARGES, FEES AND ASSESSMENTS.** CC Communications reserves the right to recover the cost of certain regulatory fees and surcharges billed in conjunction with the Services, including but not, administrative fees, access recovery fees, or franchise fees. CC Communications shall not recover the cost of any property taxes related to equipment owned by CC Communications.

**9. TARIFF APPLICATION.** In the event of any conflict between any provision of this Agreement and any provision of an applicable filed tariff or price list, the provision of such filed tariff or price list will control.

**10. COMPLIANCE WITH LAW.** This Agreement is subject to all Applicable Law, and the obtaining

and continuance of any required approvals, authorizations, or tariffs or price lists filed with the FCC or any other governmental agency. CC Communications will use commercially reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any action pursuant to Applicable Law adversely affects the Services or requires CC Communications 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 thirty (30) days prior written notice to the other Party. In performing their obligations under this Agreement, the Parties will comply with all Applicable Law, specifically including, but not limited to, Applicable Laws governing 911/E-911 and any other emergency services.

**11. SERVICES, MAINTENANCE AND UPGRADE OF FACILITIES.** Services will meet industry standards. CC Communications will maintain its facilities and equipment used to provide the Services as set forth in its Policies and Procedures, at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, any third party's facilities and/or equipment after the Demarcation Point or Customer's facilities and/or equipment. In such event, Customer will reimburse CC Communications for the cost of the required maintenance at CC Communications' standard time and material rate plus any taxes imposed upon CC Communications related to such maintenance, and Customer shall be responsible for the cost of repair or replacement of CC Communications equipment that is damaged by Customer's actions or equipment.

BED (Best Effort Delivery) Internet - Services sold under BED are provided by CC Communications at its best efforts to deliver service at the rated level, and do not come with an explicit or implied performance level. Port and/or Bandwidth sizing reflects highest obtainable performance for the rated speed. While full port/bandwidth speed may be readily and regularly attainable, performance may be reduced for extended periods of time due to maintenance, disruptions, natural disasters, third-party interference, and other issues. Repairs and maintenance requests shall be honored in a manner convenient to the operations of CC Communications and the greater needs of the network. Customer shall not resell or redistribute Services provided under BED nor utilize such services in a high-saturation use. CC Communications reserves the right to limit consumption of IP resources when observing traffic patterns that deviate from our acceptable use. nor high saturation use, High saturation occurs when consuming 50% or more of rated port/bandwidth on a consistent, or pegged up, basis. Use is intended to be bursting in nature. CC Communications reserves the right to manage the consumption of IP

resources when observing traffic patterns that deviate from our acceptable use policy for BED services.

EIS (Ethernet Internet Service) - Services sold under EIS do come with an explicit performance level guarantee. Port/Bandwidth sizing reflect speeds that are guaranteed to be obtainable. Network performance through upstream IP networks is a guaranteed component of EIS. Guaranteed performance includes uptime, throughput, latency, jitter. Unlike BED, there is prioritization in our response queue for customers with EIS. Utilization or traffic utilization patterns can be constant or saturated in nature. EIS is a business grade Internet product. It does not limit use (network saturation), or redistribution (users), of IP within a company. It is, however, not intended for resale.

DIA (Dedicated Internet Access) - Services sold as DIA come with a performance level guarantee that are similar EIS. They differ in two areas. DIA has a meantime to repair of 2 Hrs. compared to 4 Hrs. for EIS. DIA can also be resold.

CC Communications reserves the right to suspend Service for scheduled maintenance or planned enhancements or upgrades upon notice to Customer or to suspend Service for emergency repairs to CC Communications' network without notice to Customer. CC Communications equipment will remain the sole and exclusive property of CC Communications. Customer will not tamper with, remove or conceal any CC Communications identifying plates, tags or labels. Customer shall not permit any liens on CC Communications equipment, and any such lien will be discharged by Customer within ten (10) days of notice of filing. Failure to discharge any such lien is a material breach of this Agreement, and may result in immediate termination. Customer will provide equipment compatible with the Services and CC Communications' network and facilities. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of CC Communications' network or facilities.

Upon termination of the Service(s), Customer, upon notice from CC Communications, shall provide reasonable access to CC Communications to recover Customer Premises Equipment, in accordance with the instructions in the notice. Customer's damage to the CC Communications provided Customer Premises Equipment (reasonable wear and tear excepted) or failure to return the equipment, including but not limited to the battery pack, as directed, shall constitute Customer acceptance of ownership of and responsibility for the equipment, and CC Communications may invoice Customer for the then fair

market value of such equipment.

CC Communications reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services that does not affect the quality, cost or type of Services. CC Communications will manage its network in CC Communications' sole discretion. Customer will provide all reasonable information, authorizations, and access required by CC Communications for the purpose of installing Services, performing routine network grooming, maintenance, and upgrades, and addressing emergencies.

**12. SERVICE INTERRUPTION CREDITS.** Credits are subject to the limitations of liability set forth in Section 14 and shall only be given for a Service Outage (as defined below) and claimed in accordance with this Section or any other applicable service level agreement that applies to the Service. A "Service Outage" is defined as any Service disruption for which CC Communications is the sole cause of such disruption and such disruption is not the result of (a) scheduled maintenance that occurs between the hours of eleven p.m. and six a.m. local time, (b) planned enhancements, (c) upgrades, (d) failure or malfunction in, or improper operation of, any third party's facilities and/or equipment after the Demarcation Point or Customer's facilities and/or equipment, or (e) a Force Majeure event (as defined below). Upon request, but not later than thirty (30) days after the Service Outage, and after a determination by CC Communications that such Service Outage is eligible for credits, Customer shall be entitled to a credit for a Service Outage that exceeds twenty-four (24) hours, unless otherwise defined in a service level agreement or tariff applicable to the specific Service. Such credit shall be based upon the ratio of the duration of the Service Outage (measured from the time the interruption is reported to or detected by CC Communications, whichever occurs first) to the total time in a thirty (30) day month. That ratio, multiplied by the monthly rate for the Service(s) affected shall determine the amount of the credit allowance.

If a Customer fails to notify CC Communications in the manner set forth herein with respect to the applicable service credits within ninety (90) days of a Service Outage, Customer will have waived its right to such service credits for that month. Customer's total service credit(s) in any one month will not exceed one (1) month's MRC for the affected Service for that month, and do not apply to the MRCs of any other Services. The credits outlined above shall not be compounding, but to the extent multiple service standards apply to a Service Outage, the credits that apply shall be distinguished by the degree of

impairment based on a degradation or a complete disruption of Service for that particular Service Outage. Customer may be eligible for credits for a Service Outage under multiple provisions of this Agreement or any Service Order or Addendum; but Customer shall not be entitled to claim more than one credit for any Service Outage. To be eligible for service credits, Customer must be current in all of its obligations.

**13. DISCLAIMER/LIMITED WARRANTY.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, CC COMMUNICATIONS MAKES NOWARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CC COMMUNICATIONS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

**14. LIMITED LIABILITY.** CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THIS AGREEMENT SHALL BE CUSTOMER'S SOLE REMEDY FOR DAMAGES WITH REGARD TO SERVICE OUTAGES. CC COMMUNICATIONS' LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS INVOICED TO CUSTOMER BY CC COMMUNICATIONS DURING THE MONTH PRIOR TO THE OCCURRENCE OF ANY CLAIM. IN NO EVENT WILL CC COMMUNICATIONS BE LIABLE TO THE CUSTOMER FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY, REGARDLESS OF THE FORESEEABILITY THEREOF EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

**15. CUSTOMER WARRANTIES.** Customer makes the following express warranties: (a) the Customer represents and warrants that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this Agreement in accordance with its terms; (b) Customer represents and warrants that neither its equipment nor facilities will pose a hazard to CC Communications' equipment or facilities, create a

hazard to CC Communications' personnel or customers or the public in general, or unreasonably increase the cost for Installation of Service to Customer; (c) Customer represents and warrants that its use of the Services will comply and conform with all Applicable Law and any other authorities having jurisdiction over the subject matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities; (d) Customer will indemnify and hold CC Communications harmless from any and all loss, liability, claim, demand, and expense (including reasonable attorneys' fees) related to Customer's violation of this Section ; and (e) shall reimburse CC Communications for any increased construction costs or damage to its facilities or equipment caused by a violation of this Section.

**16. CONFIDENTIAL AND CUSTOMER PROPRIETARY NETWORK INFORMATION.** CC Communications in its provision of Services may obtain Proprietary Network Information ("CPNI") of Customer. Customer has a right, and CC Communications has a duty, under federal law to protect the confidentiality of CPNI. CPNI includes information that relates to the quantity, technical configuration, type, destination, or use of telecommunication services, e.g. the phone numbers Customer dials, the websites visited, and the services purchased. Unless you opt-out CC Communications, or its affiliates, may utilize Customer's CPNI to market communications related services to Customer. Customer has the right to deny use of CPNI at any time, and may do so by submitting a letter in writing to CC Communications of its desire to prohibit use of CPNI. Any such denial shall not affect the provision of services under the Service Agreement. Customer shall have thirty (30) days from the effective date of the Service Agreement to opt-out of CC Communications' use of CPNI information. Failure to opt-out shall be assumed to be approval after the expiration of the thirty (30) day period.

In addition to the foregoing, the Parties may have access to certain information, the ownership and confidential status of which is highly important to the other Party and is reasonably 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 or as required by Applicable Law. Each Party will exercise a reasonable degree of care, but not less than the degree of care that it applies with respect to its own Confidential Information, in safeguarding the other Party's

Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality.

**17. INDEMNIFICATION.** Customer will indemnify, hold harmless, and defend CC Communications and its affiliates, and their respective officers, directors, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorneys' fees) arising out of or in connection with (a) any and all costs, claims, taxes, charges, and surcharges levied against CC Communications relative to Customer's claim for tax exempt status with respect to Taxes to the extent that such exempt status is not found to be valid, (b) any liens placed on CC Communications' provided Customer Premises Equipment due to Customer's action or inaction, (c) personal injury or death or damage to property related to Customer's failure to meet any 911/E911 requirements or agreements or the failure to give end users appropriate warnings if VoIP services are provided by CC Communications, or the failure to maintain the necessary databases and update the ALI being transmitted to the PSAP, (d) claims by CC Communications or third parties for damage to real or tangible personal property or for bodily injury or death which is caused by Customer and is directly due to Customer's negligence or willful misconduct or which is caused by hazards created by Customer's equipment or facilities, and (e) Customer's improper use of the Services and/or Customer's end-users or third parties improper use of the Services, resale, or sharing of the Services in violation of any Applicable Law or in violation of any provision of this Agreement. Customer's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death if solely caused by CC Communications' gross negligence or willful misconduct.

**18. DEFAULT/TERMINATION.** Customer's use of the Services provided under this Agreement and any equipment associated therewith will not: (a) interfere with or impair service over CC Communications' network; (b) impair privacy of any communications over such network;(c) cause damage of any nature to CC Communications' assets or customers; (d) be used to frighten, abuse, torment or harass, or create hazards to CC Communications or its network; (e) be used for a high volume of short duration calls, regardless of nature(high volume short duration calls are defined as 10% of total outbound calls that are six seconds or less in duration) or(f) violate the provisions of any of CC Communications' Policies and Procedures, including CC Communications' 911/E-911 policy. CC Communications may immediately suspend or terminate the Services without liability for any violation of these provisions, and in the case of a violation of (e) above, CC Communications may, in its sole

discretion, assess a higher rate for a high volume of short duration calls to reflect CC Communications' increased costs. If Services are suspended pursuant to this Section 18, reconnection charges may apply.

If either Party violates any provision of this Agreement, the non-defaulting Party shall send the defaulting Party written notice detailing the default. The defaulting Party will have: (a) ten (10) days from the date of the written notice to cure a payment default, or (b) thirty (30) days from the date of the written notice to cure a non-payment default. If the defaulting Party fails to cure, the non-defaulting Party may terminate the affected Services and pursue any and all other legal remedies permitted by this Agreement. Any Service Agreement and the related Services also may be terminated by either Party in accordance with the provisions of the then current tariff or price list that applies to such Service Agreement and the related Services.

Customer may cancel Services up to three (3) days before Installation of Service (the No Cause Termination Date) with no charge or fee to Customer. Customer may cancel the Service Agreement after the No Cause Termination Date but before scheduled Installation of Service, but Customer shall be invoiced 1-month of MRC and this Agreement shall terminate.

a. Early Termination of On-Net Services: If On-Net Services are cancelled or terminated prior to the expiration of the Service Term for any reason other than by Customer for cause by either Party for cause, then Customer shall pay an early termination charge equal to: (a) one hundred percent (100%) if within the first year, and fifty percent (50%) thereafter of the monthly recurring charges for the Services multiplied by the number of months remaining in the Service Term; and (b) any outstanding undisputed invoices still owed by Customer. Such payment shall be due within sixty (60) days of termination. As used herein, On-Net services are those services where existing fiber facilities of CC Communications were in place prior to the implementation of the Service.

b. Early Termination of Off-Net Services: If Off-Net Services are cancelled or terminated prior to the expiration of the Service Term for any reason other than by Customer for cause by either Party for cause, then Customer shall pay provider an early termination charge equal to: (a) one hundred percent (100%) of the monthly recurring charges for the Services multiplied by the number of months remaining in the Service Term; (b) any non-recurring fees CC Communications incurs from other suppliers in connection with cancellation of the Services; and (c) any outstanding invoices still owed by Customer.

Such payment shall be due within sixty (60) days of termination. As used herein, Off-Net services shall be those services where fiber facilities are expanded to meet the needs of Customer at the implementation of Service or are owned or provided by another party other than CC Communications.

c. Portability. Customer shall have the option to disconnect a Service (hereinafter "Original Service") and either (i) order a replacement Service or multiple Services (ii) renew the term of an existing Service ("Replacement Service"), without incurring any early termination charges. The value of the Replacement Service(s) must equal or exceed the remaining monthly and non-recurring charges that Customer would have incurred had it not disconnected the Original Service. The Replacement Service(s) must be ordered by Customer within sixty (60) days after the date Customer provides written notice of termination of the Original Service.

In the event of a conflict or inconsistency between any Service Order and the remaining terms and conditions of this Agreement, the terms of the applicable Service Order shall control.

**19. 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, any full or partial failure of any third party communications or computer network or any other cause beyond such Party's reasonable control ("Force Majeure"), the Party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either Party hereunder; however, in the event that such Force Majeure event continues for in excess of thirty (30) days, the Party that is not the subject of the Force Majeure event may terminate the Services that are the subject of the Force Majeure event without liability for termination.

**20. GENERAL.** Except as otherwise permitted herein, any amendment must be in writing and signed by the Parties hereto. Electronic or facsimile copies of this Agreement and any amendments or modification hereto, including electronic or facsimile signatures, will be accepted by the Parties as originals. 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. All notices to Customer under this Agreement will be in writing and will be made by one or more of the following methods: bill message or insert incorporated in or with the Customer's invoice by its normal means of transmission, first class mail, certified mail, or overnight delivery. Notices will be sent to the Customer's address of record. In the event of multiple addresses, to the address of the parent account. In the case of a notice to CC Communications, all notices under this Agreement will be in writing and will be made by personal delivery, overnight delivery, or certified mail with a copy to the Customer Service Department 899 S Maine St. Fallon, NV 89407-1390. CC Communications shall notify Customer of any change in this contact address for purpose of notices under this Agreement using the method of notice called for in this Section. Delivery will be deemed to occur upon receipt. The various rights and remedies given to or reserved by either Party herein or allowed by Applicable 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 to condone any continuing or subsequent breach of the same provision. Customer has been provided with the opportunity to review and negotiate this Agreement and consult counsel; therefore, in the event of any ambiguities, no inferences shall be drawn against CC Communications. Customer may not assign this Agreement without the prior written consent of CC Communications, which will not be unreasonably withheld. Nothing in this Agreement is intended to, or shall be construed, as creating a partnership or any third-party beneficiaries. The provisions of Sections 2, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 20 shall survive termination.

**21. CHOICE OF LAW** This Agreement will be governed by and interpreted in accordance with the laws of the state of Nevada, and venue shall be in the Tenth Judicial District Court in Churchill County.

Accepted and Agreed as of the \_\_\_ day of \_\_\_\_\_, 2023

CUSTOMER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CC COMMUNICATIONS:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_