

This agreement with Conterra Ultra Broadband, LLC d/b/a Conterra Networks or its Affiliates(s) (“Conterra”) includes these General Terms and Conditions; the terms contained on the Service Order Form (“Order”), and any written addenda, including those terms incorporated by reference (collectively, the “Agreement”). Customer and Conterra may be referred to as the “Parties and individually as a “Party”.

Customer acknowledges that certain Services may be provided by one or more Conterra Affiliates (identified in Exhibit A) authorized by appropriate state regulatory agencies to provide the Services described herein and each Conterra Affiliate shall be responsible for the Services provided in its authorized service area (“Service Area”).

1. **Defined Terms.** The terms defined herein shall have the same meaning set forth below, unless the context in which they are used clearly requires a different meaning or different definition is described for a particular section or provision:

Affiliate. An entity that controls, is controlled by, or is under common control with Customer or Conterra, as applicable, including any such entity that becomes a Customer Affiliate or Conterra Affiliate after the date of the Agreement.

Effective Date. The date of the last signature to Order, unless otherwise specified.

In-Service Date. In-Service Date as used herein shall mean the earlier of: (i) actual use of the Services; (ii) the date the Service is installed and is running in test mode in accordance with the requirements of this Agreement, with no trouble tickets established by Customer; or (iii) seven (7) days after delivery of circuits, facilities and/or Service to Customer’s premises in the event Customer fails to test such circuit, facilities and/or Service.

Point of Demarcation. The interface between Conterra and Customer, whether at Customer’s point of presence or other Customer-designated terminal equipment. Such point will be identified in the Order and designate the point at which Conterra’s responsibilities begin.

Point of Presence (“POP”). A specific location where Customer originates and/or terminates its Service.

Service or Services. Conterra provided telecommunications and related services.

Service Outage. A disruption or degradation of Service and/or Services that fails to meet the performance specifications set forth in the Agreement or applicable service level agreement.

Service Commitment Period or Term. The committed service term set forth in an Order.

2. **Price, Credits, and Billing.** Charges specified in each Order will accrue beginning on the In-Service Date. When Service is initiated on a day other than the first day of the month or terminates on a day other than the last day of the month, the charge for that month will be determined by pro-rating the monthly payment based upon the number of days Customer received Service.

Conterra will invoice Customer for monthly recurring charges (“MRCs”) each month, in advance, as set forth in the applicable Order. Payment of undisputed amounts shall be made within thirty (30) calendar days from the date of receipt of each invoice and shall be sent to the address specified on the invoice. Customer shall provide Conterra with written notice of any disputed charge(s) within sixty (60) days after the date shown on the invoice or, subject to applicable law, Customer shall be deemed to have waived its rights to dispute. If any undisputed amounts due under this Agreement are not received by the due date, Conterra shall have the right to impose a late payment charge of the lower of 1.5 percent per month or other highest rate legally permissible thereon, said charge to be payable on demand and to be in addition to other remedies available under the Agreement or by law, including the right to modify the payment terms and/or require a security deposit. Non-recurring charges (“NRCs”), if any, shall be invoiced and paid as agreed in the Order.

Expedite, cancellation and supplement orders are subject to additional fees.

3. **Taxes.** Customer shall be responsible for all local, state and federal taxes, fees, surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services, excluding taxes based on Conterra's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, as required or permitted by applicable law, regulation, or tariff.

To the extent a sale is claimed to be subject to a tax exemption and Customer provides Conterra with proper tax exemption certificate, Conterra agrees to exempt Customer from the collection of taxes to the extent warranted by such certificate(s). Failure to timely provide such certificate will result in no exemption being available to Customer for any period prior to the date that the Customer presents a valid certificate. Customer acknowledges and certifies that, for the duration of the Term, the interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the fiber network provided by Conterra.

4. **Equipment, Installation, and Acceptance Testing.** Customer, at its expense, will maintain all of its equipment in a good and workmanlike manner. Conterra will provide, install, operate, repair, maintain, and control the equipment necessary to provide Service to the Customer.

Unless otherwise set forth in an Order, Conterra will provide Service to the Point of Demarcation, per the Order. Customer shall not adjust, remove, relocate, align, or attempt to repair Conterra's equipment except as expressly authorized in advance in writing by Conterra. Each Party will be liable for any loss or damage to the other Party's equipment arising from the Party's negligence, intentional act, or unauthorized maintenance.

To the extent construction or similar work on Customer's property is required, Customer shall be responsible for accurately marking utility and any other underground facilities at such property.

Upon termination of the Agreement or an Order as otherwise provided herein, Conterra reserves the right to remove any of its equipment, returning Customer or its customers' property, where applicable to its original condition, reasonable wear and tear expected.

5. **Planned Service Outages.** Conterra shall notify Customer in writing no less than ten (10) days prior to any scheduled Service Outage.
6. **Termination.** In the event of a Customer breach of any term or provision of the Agreement, and subject to a thirty (30) day right to cure (unless otherwise subject to a different cure period expressly set forth in the Agreement), Conterra shall have the right, in addition to any other remedies it has under the Agreement or by law, at its option, to: (i) Suspend the performance or payment/credit obligations with respect to the affected Service, and/or (ii) Terminate the affected Service(s) without further liability upon providing written notice of such termination to the defaulting Party; and/or (iii) Terminate the Agreement without further liability upon providing written notice of such termination to the defaulting Party.

Customer acknowledges and agrees that if Customer cancels an Order prior to installation of Services by Conterra and Conterra has incurred any costs in installing the Service or in preparing to install the Service that it otherwise would not have occurred, a charge equal to the costs Conterra has incurred shall apply and Customer agrees to pay Conterra for those charges. This charge will not exceed the sum of the charges for the minimum period of service ordered, including installation charges. Customer also acknowledges and agrees that if Customer causes an installation delay of any of its Services that last longer than thirty (30) days past the Customer's original installation due date and Conterra has incurred charges from its vendors, Customer will pay all applicable monthly recurring charges for all Customer's Services as if all Services were installed on the thirty-first (31st) day past the original installation due date. Additionally, in the event installation delays occur for any reason, Conterra shall not be responsible for charges imposed on Customer by Customer's previous service provider(s) and/or the difference between such charges and the charges that Conterra would have imposed pursuant to this Agreement.

7. **Liquidated Damages and Early Termination Liability.** In the event Customer cancels or terminates any Service under the Agreement prior to the end of the Service Commitment Period for its convenience, or Conterra terminates any Service(s) as a result of uncured breach in accordance with Section 7, Customer shall pay Conterra a termination charge calculated as one hundred percent (100%) of the monthly recurring charges for the remaining unexpired portion of the Service Term, plus any third-party or local access provider termination liability or cancellation charges. The parties agree that estimating precise damages to Conterra pursuant to this Agreement is a complex task and that early termination liability and third-party cancellation charges paid by the Customer to Conterra constitute liquidated damages meant to offset losses incurred by Conterra and are not a penalty. Conterra will work jointly with Customer and the third-party to help limit cancellation and termination charges and mitigate costs incurred by Customer.

8. **Limitation of Liability; Disclaimer of Warranties.** CONTERRA'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) AMOUNTS ACTUALLY PAID BY CUSTOMER FOR MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS AND (II), IF SERVICE IS INTERRUPTED, TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION, SUBJECT TO SECTION 9. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT CONTERRA'S LIABILITY AS PROVIDED HEREIN. EXCEPT FOR CUSTOMER'S OBLIGATIONS TO PAY FEES AND CHARGES FOR SERVICES PROVIDED AS REQUIRED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD-PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS.

THE QUALITY OF SERVICE PROVIDED HEREUNDER SHALL BE CONSISTENT WITH INDUSTRY STANDARDS. CONTERRA MAKES NO OTHER WARRANTIES HEREUNDER, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, AND CONTERRA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

9. **Service Credits, Support, and Maintenance.** If Customer experiences a Service Outage, Customer shall be entitled to request credits against future monthly charges, as set forth in the table below:

Service Outage Length	Credit
Less than 5 hours 59 minutes	None
6 hours – 8 hours 59 minutes	2/5 day
9 hours – 11 hours 59 minutes	3/5 day
12 hours – 14 hours 59 minutes	4/5 day
15 hours – 24 hours	One day
Note: No more than one full day's credit will be allowed for any period of 24 hours	

None of the above credit allowances apply to outages: (i) caused by a failure in the Customer provided connection facilities; (ii) caused by Customer; (iii) due to failure of power or equipment provided by Customer or others; (iv) during any period in which Conterra is not given access to the Service premises; (v) of off-net Services; or (vi) due to scheduled maintenance and repair. Customer shall be responsible for all maintenance and repair of the Customer provided connection facilities. If an outage occurs in off-net Services, and Conterra receives a credit or other payment from a third-party for such outage of off-net Services, such credit or other payment will be passed through to Customer by Conterra. Notwithstanding any other provision herein, the above credits shall be the sole and exclusive remedy of Customer for outages.

Conterra Support. Conterra shall, at its option and convenience, repair or replace any Conterra infrastructure not functioning in accordance with Conterra's contracted specifications for the Services. Customer support will be available on a commercially reasonable basis via telephone, electronic mail, or through Conterra's internet site at www.conterra.com ("Internet Site"). Telephone numbers for such Customer support are posted on the Internet Site and included on the Order.

If Customer's use of the Service(s) requires that Conterra visit the Customer's premises for assistance, repair, deployment, or connection, Conterra shall be entitled to charge Customer Conterra's then prevailing rates for labor and related costs for each such visit, and Customer agrees to pay Conterra such charges as are reasonable and documented. Conterra does not undertake to correct or repair and shall have no responsibility for the correction or repair of, software, hardware, or equipment that Conterra does not supply. Conterra will undertake commercially reasonable network management, traffic analysis, operational procedures and user policies to support the applicable service level standards. Notwithstanding the above, Conterra shall not be responsible for maintenance and repair of facilities or equipment which it does not furnish and Conterra may assess Customer its standard charge (up to \$150.00) for false call outs.

10. **Notices; Publicity and Disclosure.** Except as otherwise expressly set forth, notices concerning the Agreement shall be in writing and shall be given or made by means of certified or registered mail, express mail or other overnight delivery service, proper postage or other charges paid and addressed or directed to the respective Parties. A notice that is sent by facsimile shall also be sent by one of the other means set forth. Notices to Conterra shall be made to Conterra Ultra Broadband, LLC, 5301 77 Center Drive, Charlotte, NC 28217, Attention: Legal Department.

Notices to Customer shall be sent to the address set forth in the applicable Order. Notices for change in ownership, change in name of firm, or change in the mailing address must be given by either Party by mailing to the other Party within thirty (30) days of such change.

The Parties agree not to provide copies of the Agreement, or otherwise disclose the terms of the Agreement, to any third-party without the prior written consent of the other Party; provided, however, that either Party may, without obtaining the other Party's consent, provide copies or make disclosures to prospective purchasers of the business of the Party or of any Affiliate or to prospective lenders for purposes of obtaining financing, so long as such third-parties are bound by obligations of confidentiality; and to any regulatory or judicial body requesting such information or in connection with any professional service utilized by either Party.

11. **Compliance with Laws; Acceptable Use.** Parties shall comply with all applicable federal, state, and local laws, government regulations and orders, including, without limitation, laws, government regulations and orders with respect to employment. Customer agrees that all use of the Services shall be in accordance with the Conterra Acceptable Use Policy, set forth at www.conterra.com.

12. **Force Majeure.** Except for Customer's payment obligations, neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, permitting, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party, as defined below, ("Condition").

Except for Customer's payment obligations and if any such Condition occurs, the Party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other Party shall likewise be excused from the performance of its obligations on a day-to-day basis during the same period), provided however, that the Party so affected shall use its best reasonable efforts to avoid or remove such Condition, and both Parties shall proceed immediately with the performance of their obligations under the Agreement whenever such causes are removed or cease.

13. **Building Access.** Customer warrants that it has the authority to, and shall, allow Conterra, its agents, contractors, and Affiliates to install and maintain all equipment necessary to provide Services to the Customer at the Customer's premises, including, but not limited to access to the roof. Customer shall be responsible for arranging access to any of the rights of way, conduit, and equipment space necessary to provide the Service on the Customer's premises so that Conterra may install, repair, maintain, inspect, replace, or remove any and all facilities associated equipment provided by Conterra.

14. **Choice of Law; Jurisdiction.** The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina without regard to any conflicts of laws principles that would require the application of the laws of any other jurisdiction and subject to the exclusive jurisdiction of its federal or state courts in North Carolina. Any suit brought by either Party against the other Party for claims arising out of the Agreement shall be brought in the court of the State of North Carolina, Mecklenburg County or the federal court that includes such county within its jurisdiction. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from the Agreement.

15. **Assignment.** Either Party may assign this Agreement to an Affiliate or acquirer of substantially all of its assets without any advance consent from the other Party, but each Party shall provide the other with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Conterra's advance written request. Any attempted assignment in violation of this provision is null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representative, successors, and permitted assigns.

16. **Regulatory Change and Tariffs.** In the event that a regulatory change materially alters the technical feasibility or economics of providing a Service, Conterra may amend any contract term or pricing in response. Conterra will notify Customer in writing when exercising this right, after which Customer will have thirty (30) days from the date of the notice to terminate the adversely impacted Services without incurring any termination liability by notifying Conterra in writing. If Customer does not respond in writing to Conterra within thirty (30) days, Customer waives its right to terminate without

liability. Customer's remedy pursuant to this section shall not apply for rates otherwise agreed upon by the Parties as subject to change.

Depending upon the Customer's choice of products or Services, Customer may receive from Conterra and its Affiliates regulated local, interstate, intrastate, and local toll telecommunications services provided pursuant to Conterra's tariffs and price lists and the terms and conditions contained herein (collectively, the "Tariff"). If the Customer's choice of products and Services include detariffed Services, this Agreement is subject to incorporate by reference Conterra's rates, rules, and regulations applicable to the Services as provided to Customer or posted on Conterra's website or, if such rates, rules, and regulations sections of the local Tariffs of the state in which the Services are provided. If Customer's choice of products includes unregulated Services, this Agreement is subject to any incorporates by reference the general rules and regulations of the local Tariffs of the state in which the Services are provided. To the extent this Agreement differs from any terms and conditions in Conterra's tariffs, the Tariffs control. Conterra may modify its Tariffs from time to time in accordance with law. These modifications may affect Service(s) furnished to Customer.

17. **Miscellaneous. Relationship of Parties.** Persons furnished by Conterra shall be solely the employees or agents of Conterra and shall be under the sole and exclusive direction and control of such Party. They shall not be considered employees of Customer for any purpose. Nothing contained in the Agreement is intended to give rise to a partnership or joint venture between the Parties or to impose upon the Parties any of the duties or responsibilities of partners or joint ventures.
18. **Non-waiver.** Either Party's failure to enforce any of the provisions of the Agreement or any Order, or to exercise any option, shall not be construed as a waiver of such provisions, rights, or options, or affect the validity of the Agreement or any Order.
19. **Severability.** If any of the provisions of the Agreement shall be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. The entire Agreement shall be construed as if not containing the invalid or unenforceable provision(s), and the rights and obligations of Conterra and Customer shall be construed and enforced accordingly.
20. **Section Headings.** The heading of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement.
21. **Survival of Obligations.** The respective obligations of the Parties under the Agreement by their nature would continue beyond the termination, cancellation, or expiration, shall survive any termination, cancellation, or expiration, including, but not limited to, obligations to indemnify, insure, and maintain confidentiality.
22. **Renewal Term.** Upon expiration of the initial Term, the Agreement shall thereafter automatically renew for successive one (1) year periods at Conterra's then current monthly recurring rate, unless one Party gives the other Party written notice of termination at least ninety (90) days in advance.
23. **Cumulative Remedies.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity.
24. **No Third-Party Beneficiaries.** No person that is not a Party to this Agreement shall have or acquire any rights by reason of this Agreement, nor shall any party to this Agreement have any obligations or liabilities to such other third-party by reason of this Agreement.
25. **Further Assurances.** Upon a Party's reasonable request, the other Party shall, at such other Party's sole cost and expense, execute and deliver all documents and instruments, and take all such further actions, necessary to give full effect to the Agreement.
26. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the Parties.
27. **Entire Agreement.** This Agreement together with its exhibits and any applicable tariffs constitutes the entire agreement between the Parties and cancels or supersedes all contemporaneous or prior agreements, written or oral, with respect to the subject matter of this Agreement. No modifications shall be made to the Agreement, unless in writing and signed by authorized representatives of the Parties.

Exhibit A

Conterra Affiliates

Conterra Affiliates

Service Area

Conterra Ultra Broadband, LLC	Alabama
Conterra Ultra Broadband, LLC	Arizona
Conterra Ultra Broadband, LLC	Arkansas
Network USA, LLC	Arkansas
Conterra Wireless Broadband, LLC	California
Conterra Ultra Broadband, LLC	Colorado
Conterra Ultra Broadband, LLC	Georgia
Conterra Ultra Broadband, LLC	Illinois
Conterra Ultra Broadband, LLC	Kansas
Detel Wireless, LLC	Louisiana
Network USA, LLC	Louisiana
Tim Ron Enterprises, LLC d/b/a Network Communications	Louisiana
Conterra Ultra Broadband, LLC	Louisiana
Conterra Ultra Broadband, LLC	Mississippi
Detel Wireless, LLC	Mississippi
Network USA, LLC	Mississippi
Conterra Ultra Broadband, LLC	Missouri
Conterra Ultra Broadband, LLC	Montana
Conterra Ultra Broadband, LLC	Nevada
Conterra Ultra Broadband, LLC	New Mexico
Conterra Ultra Broadband, LLC	North Carolina
Conterra Ultra Broadband, LLC	Oklahoma
Conterra Ultra Broadband, LLC	South Carolina
Conterra Ultra Broadband, LLC	Tennessee
Conterra Ultra Broadband, LLC	Texas
Network USA, LLC	Texas
Tim Ron Enterprises, LLC d/b/a Network Communications	Texas
Conterra Ultra Broadband, LLC	Virginia
Conterra Ultra Broadband, LLC	Washington State