

MISSOURI TELECOM

MASTER SERVICE AGREEMENT

Missouri Telecom, Inc. ("Missouri Telecom") and a customer purchasing services set forth on a Service Description ("Customer"), agree as follows:

1. **PROVISION OF SERVICES.** Missouri Telecom shall provide services to Customer in accordance with the Service Descriptions submitted by Customer.
2. **SERVICE DESCRIPTIONS.** Customer shall request services from Missouri Telecom by submitting a completed Service Description form. If Missouri Telecom agrees to provide the requested services, it shall sign the Service Description, which will then become a part of this Agreement. Missouri Telecom is under no obligation whatsoever to accept any Service Description submitted by Customer and Missouri Telecom may, in its discretion, reject any such Service Description.
3. **EFFECTIVE DATE.** This Agreement shall begin on the date first the first Service Description is signed and shall continue in effect until either party gives notice of termination to the other, which shall be effective on the latest Expiration Date of all Service Descriptions entered into pursuant to this Agreement.
4. **SERVICE PERIOD.** Missouri Telecom shall provide the services beginning on the Start Date and ending on the Expiration Date as stated in the applicable Service Description.
5. **CUSTOMER RESPONSIBILITIES.** Customer has sole responsibility for installation, testing, and operation of Customer provided equipment other than that specifically provided by Missouri Telecom as set out in this Agreement. In no event will the untimely installation or non-operation of Customer premises equipment relieve Customer of its obligation to pay charges for services as of the Start Date. Customer shall provide Missouri Telecom with access to Customer's premises so that Service may be installed and maintained. Should the Customer not be the owner of the property where Service is to be installed, it is the Customer responsibility to obtain any necessary permission from the property owner.
6. **PAYMENT.** Payment for all monthly charges shall be due in advance on the first day of the month or, in the case of the first calendar month, on the Start Date. Payment for non-recurring charges, if any, shall be due on execution of the applicable Service Description. All unpaid amounts shall bear interest at the rate of 1 ½% per month, or the highest rate allowed by law, whichever is less.
7. **FEES AND TAXES.** Charges are exclusive of any fees and sales, use, privilege, excise, value added, and similar taxes. Customer shall pay all such fees and taxes (other than taxes on Missouri Telecom's net income) assessed on the services provided hereunder, if applicable.
8. **DEFAULT.** If Customer fails to make any payment when due or materially breaches any provision of this Agreement, then Missouri Telecom may give notice to Customer of its default. If Customer fails to cure such default within fifteen (15) days of the notice, then Missouri Telecom may do any or all of the following:
 - a. terminate this Agreement by giving notice to Customer;
 - b. accelerate all remaining payments hereunder by giving notice to Customer;
 - c. pursue any other remedy at law or in equity.
9. **FORCE MAJEURE.** If performance of this Agreement by either party or any obligation hereunder (other than the payment of money) is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or state or local governments, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, then such

party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference. The party claiming force majeure shall notify the other party and shall use reasonable efforts under the circumstances to avoid or remove such force majeure. If the force majeure lasts for more than 30 days, either party may terminate this Agreement on written notice.

10. **NATURE OF AGREEMENT.** This Agreement is in the nature of retaining services and/or a license of capacity for the service periods indicated in the Service Descriptions. Missouri Telecom shall at all times retain ownership of its facilities subject only to Customer's rights to utilize capacity thereon as provided for herein. This Agreement does not constitute an assignment or transfer by Missouri Telecom to Customer of any severable or identifiable component of the fiber optic cables or associated equipment over which capacity will be provided. Missouri Telecom reserves the right, in its sole discretion, to apportion or reapportion the use of circuits on its fiber optic network between and among its customers, including Customer, subject only to its obligations to provide the services specified.
11. **SERVICE WARRANTY.** Missouri Telecom warrants that it shall provide the services to Customer in accordance with prevailing telecommunications industry standards. Missouri Telecom does not guarantee uninterrupted service but shall use its best efforts to restore service whenever there is an interruption. Customer shall receive a credit on its monthly charge whenever service is interrupted from the time that Customer notifies Missouri Telecom of the interruption and requests a credit until Missouri Telecom restores service. If Missouri Telecom fails to restore service within 48 hours, Customer may terminate this Agreement with respect to each Service Description affected. These remedies shall not apply to the extent the interruption in service is caused by Customer, its agents, or employees and/or a general failure of the PSTN, Internet, or major carrier.

THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL MISSOURI TELECOM BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

12. **NOTICES.** Notices shall be in writing and may be delivered via postal mail or email. In the case of email delivery, a confirmation of receipt should be obtained.
13. **USE OF FACILITIES.** Missouri Telecom will provide the services over its facilities and electronics to Customer upon the condition that such facilities shall not be used for any unlawful purpose. The acceptable use policy accessible at <http://www.mo-telecom.net/aup.html> applies to all services.
14. **ASSIGNMENT TO MISSOURI TELECOM AFFILIATES.** Missouri Telecom reserves the right to assign all its rights, duties, and obligations under this Agreement to an affiliate of Missouri Telecom at any time during the term of this Agreement including any extensions, without liability to Customer and without causing cancellation of the Agreement. Missouri Telecom shall notify Customer in writing of any such assignment within forty-five (45) days thereof.
15. **ENTIRE AGREEMENT.** The contract consists of this Agreement and any applicable Service Descriptions. The Agreement can only be modified in writing signed by the parties. In the event any provision of this Agreement conflicts with any applicable law, regulation, tariff filed by Missouri Telecom, or order of any regulatory body with jurisdiction, then such law, regulation, tariff, or order shall prevail.
16. **GENERAL PROVISIONS.**
 - a. The failure of either party to insist on or enforce, in any instance, strict performance by the other of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or right on any future occasion.
 - b. Missouri Telecom shall perform this Agreement as an independent contractor and neither party shall be the agent, partner, or joint ventures of the other.

- c. Customer shall not assign this Agreement without the prior written consent of Missouri Telecom, which will not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- d. This Agreement shall be governed by the laws of the state of Missouri and the venue for any action arising out of this Agreement shall be Barry County, Missouri.
- e. If any provision of this Agreement is invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby.
- f. Provisions contained in this Agreement that by their sense and context are intended to survive the performance of this Agreement shall so survive the completion of performance and termination of this Agreement including, without limitation, provisions for indemnification and the making of all payments due hereunder.
- g. This contract is not exclusive, and the parties may contract with others for similar services.