

MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is entered into this ___ day of (*month*), (*year*) (the “Effective Date”), by and between _____ (the “Customer”), and The Pioneer Telephone Association, Inc. d/b/a Pioneer Communications (the “Provider”). Customer and Provider may be collectively referred to herein as the “Parties” and each may be referred to individually as a “Party”.

Customer has elected to engage Provider to deliver certain communications services, and Provider has agreed to provide those services pursuant to the terms and conditions set forth in this Agreement.

Now, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements contained herein and intending to be legally bound by this Agreement, the Parties agree as follows:

Section 1.1 Scope of Agreement.

- (a) *Description of Services.* Provider shall provide to Customer the Services selected by Customer as set forth in quote provided and Service Level Agreement (“SLA”) (Quote and SLA, collectively, “Service Attachments”). This Agreement and the Service Attachments describe the requested Services, the charges for those Services, and additional terms and conditions upon which the Services will be provided. References herein to Agreement shall also include all associated Service Attachments. In the event of a conflict between the provisions of this Agreement and the provisions of any associated Service Attachments, the provisions of this Agreement shall control.

Section 2.1 Term of Agreement. This Agreement shall commence on the Effective Date and remain in full force and effect as long as any SLA entered into pursuant to this Agreement remains in effect. Each SLA shall remain in effect for the term set forth therein, unless earlier terminated as allowed in this Agreement or the SLA itself.

Section 3.1 Fees, Charges, & Billing.

- (a) *Recurring & Non-Recurring Fees.* The Customer shall pay to Provider the recurring and non-recurring fees for the Services which are listed on the applicable Service Attachments.
- (b) *Supplemental Charges.* Customer shall pay to Provider any supplemental charges applicable to the provision of Services, such as charges for incremental usage, design changes, service relocation, maintenance, and expedites requested by Customer, which may or may not be listed on the applicable Service Attachments.
- (c) *Taxes Payable by Customer.* All applicable federal, state, or local taxes, and all sales, commercial, privilege, surcharges, or other similar taxes, which are related to the provision of Services, (except for taxes for Provider’s real estate, property, payroll, net profits or income, gross receipts, franchise, or cost recovery fees), whether charged to or against Provider or Customer shall be payable by Customer. Provider shall not bill Customer for exempted taxes and charges.
- (d) *Fee Increases.* The recurring and non-recurring fees, rates, and supplemental charges for Services may be increased from time to time to reflect changes in Provider’s costs. Provider shall notify Customer of any such increases, and Customer shall have the right to cancel the affected Services, without penalty, by sending notification to Provider after receiving notification of an increase. Any failure by Customer to provide written notification of cancellation within the time periods set forth above in response to any increase in rates or charges shall be deemed acceptance of the changed terms by the Customer.

Section 4.1 Dispute Resolution. Except as otherwise specifically permitted by this Agreement, all disputes, differences of opinion, or controversies arising in connection with this Agreement shall first be resolved through reasonable, good faith negotiation between the Parties to arrive at a mutually agreeable resolution. The aggrieved Party shall first provide written notice of the dispute to the other Party and seek resolution prior to taking any action before any court or regulator, or before issuing or authorizing any public statement about the nature of the dispute to any third party. If necessary, such discussions shall be escalated to appointed counsel or senior executives who have authority to settle such disputes for each Party.

Section 5.1 Choice of Law, Venue, & Waiver of Jury Trial.

- (a) All disputes arising out of this Agreement and or any related SLA shall be governed by Kansas law, without reference to that state's conflict of law rules. Venue for disputes that may be brought to the courts shall be exclusively in the Grant County District Court sitting in Grant County, Kansas and in the United States District Court for the District of Kansas, and the Parties hereby consent to personal jurisdiction of those courts.
- (b) CUSTOMER AND PROVIDER EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 6.1 Acceptable Use Policies. The Services are subject to Provider's Acceptable User Policies ("AUPs"), which are hereby incorporated by reference and available on Provider's website. Any use of the Services by Customer that violates Provider's AUPs, or that disrupts the normal use of Provider's system and services for other Provider customers is prohibited. Provider may monitor Customer's use of the Services, as necessary, to comply with applicable laws, regulations, or judicial requests, or to protect Provider's network and customers. Provider reserves the right to suspend, remove, or block communications or the Services, if Provider suspects a violation of Provider's AUPs by Customer, or if in Provider's sole discretion, Provider deems such action necessary to protect its network, systems, or equipment, or Provider's affiliates, directors, officers, agents, employees, or other customers, from harm.

Section 7.1 Equipment.

- (a) *Essential Equipment.* Certain Services require the use of specific equipment to function ("Essential Equipment"). All Essential Equipment shall be acquired by Customer from Provider pursuant to the rates, terms, and conditions enumerated on the applicable Service Attachments. At all times, Customer shall be responsible for proper care and use of Essential Equipment that is kept on Customer's premises, including, but not limited to, connection to adequate power, sufficient cooling, and protection from foreign contaminants. In cases where Essential Equipment fails due to Customer neglect or misuse, Customer shall be responsible for repair or replacement. If Customer terminates the Services prior to completion of a lease-to-own term, Provider shall uninstall and recover all Essential Equipment, and Customer shall be liable for an equipment reclamation fee.
- (b) *Customer-Supplied Equipment.* Provider shall not be responsible in any way for the compatibility or fitness for use of Customer-supplied equipment with the Services; Nor shall Provider be responsible for care, maintenance, or repair of Customer-supplied equipment.
- (c) *Equipment Care & Performance.* Customer agrees and acknowledges that the performance of equipment used in conjunction with the Services can be negatively affected by improper care, environmental conditions, and other reasons which are outside the control of Provider, and all of which may cause the corresponding Services to be directly negatively impacted. Provider shall in no way be responsible to Customer for any such degradation to the Services caused by such factors outside the control of Provider.

Section 8.1 Disclaimer of Warranties.

- (a) PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE FIT FOR ANY PARTICULAR PURPOSE.
- (b) PROVIDER DOES NOT WARRANT IN ANY WAY PRODUCTS AND DEVICES NOT MANUFACTURED BY PROVIDER, AND THOSE WILL BE SOLD OR PROVIDED ONLY WITH THE WARRANTIES THAT ARE GIVEN BY THEIR MANUFACTURER. EFFECTIVE WITH CUSTOMER'S FULL PAYMENT TO PROVIDER FOR ANY PRODUCTS OR DEVICES, PROVIDER ASSIGNS TO CUSTOMER ANY WARRANTY GRANTED TO PROVIDER BY THE MANUFACTURER. PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS AND DEVICES NOT MANUFACTURED BY PROVIDER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT THE PRODUCTS AND DEVICES SHALL BE FIT FOR ANY PARTICULAR PURPOSE. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE, OR NON-INFRINGEMENT OF THE PRODUCTS AND DEVICES.
- (c) PROVIDER DOES NOT WARRANT THE ACCURACY OF DATA TRANSMITTED BY ELECTRONIC PROCESS AND PROVIDER WILL NOT BE RESPONSIBLE FOR ACCIDENTAL OR INTENTIONAL INTERCEPTION OF DATA BY OTHERS. PROVIDER SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM RANSOMWARE ATTACKS SUSTAINED BUT THE CUSTOMER.

SECTION 9.1 LIMITATION OF LIABILITY. WITH RESPECT TO CLAIMS OR SUITS BY CUSTOMER, OR ANY OTHERS, FOR DAMAGES RELATING TO, OR ARISING OUT OF, ACTS OR OMISSIONS UNDER THIS AGREEMENT AND SERVICES PROVIDED HEREUNDER, PROVIDER'S LIABILITY FOR SERVICE OUTAGES OR PROBLEMS, IF ANY, SHALL BE LIMITED TO CREDIT ALLOWANCES AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PROVIDER SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM:

- (a) THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, USE OR MISUSE OF AN ACCOUNT, EQUIPMENT, OR SERVICE;
- (b) ANY ACT OR OMISSION OF CUSTOMER, OR CUSTOMER'S END-USERS OR AGENTS, OR ANY OTHER ENTITY FURNISHING EQUIPMENT, PRODUCTS OR SERVICES TO CUSTOMER;
- (c) ANY PERSONAL OR PROPERTY DAMAGES DUE TO THE LOSS OF STORED, TRANSMITTED, OR RECORDED DATA RESULTING FROM THE SERVICE OR THE EQUIPMENT, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ONLY EXCEPTION SHALL BE TO THE EXTENT PROPERTY DAMAGE TO CUSTOMER'S PREMISES IS CAUSED DUE TO PROVIDER'S SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED, HOWEVER, IN NO EVENT SHALL PROVIDER'S LIABILITY FOR DIRECT DAMAGES BE GREATER THAN THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO PROVIDER DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED, BUT IN NO EVENT TO EXCEED \$10,000; OR

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF SERVICES AND THE TERM OF THIS AGREEMENT FOR ANY CLAIM OR CAUSE OF ACTION THAT ACCRUES DURING THE TERM OF THIS AGREEMENT.

Section 10.1 No Special Damages. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR THE LOSS OF DATA, GOODWILL OR PROFITS, SAVINGS OR REVENUE, OR HARM TO BUSINESS, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY CAUSE WHATSOEVER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF SERVICES AND THE TERM OF THIS AGREEMENT FOR ANY CLAIM OR CAUSE OF ACTION THAT ACCRUES DURING THE TERM OF THIS AGREEMENT.

Section 11.1 Indemnification.

- (a) *Customer to Indemnify.* Customer shall indemnify and hold harmless Provider and its officers, directors, affiliates, employees, agents, and contractors from all claims, losses, expenses, fees, including but not limited to court costs and attorney fees, costs, and judgments that may be imposed on, incurred by, or asserted against Provider, without regard to cause or causes arising in connection with this Agreement and with the provision or use of the Services by Customer, or its affiliates, employees, agents and contractors, invitees or performance by those entities under this Agreement, including but in no way limited to, a breach by Customer of its representations and warranties.
- (b) *Provider to Indemnify.* Provider shall indemnify and hold harmless Customer and its officers, directors, affiliates, employees, agents, and contractors from all claims, losses, expenses, fees, including but not limited to court costs and attorney fees, costs, and judgments that may be imposed on, incurred by, or asserted against Customer, arising in connection with the provision of Services or Provider's performance under this Agreement, including, but in no way limited to, a breach by Provider of its representations and warranties, but only to the extent that those losses, claims, liabilities, damages, costs, or expenses arise out of the willful misconduct of Provider or its employees, agents or other representatives.

Section 12.1 Early Termination Liability. If Customer terminates all or any portion of this Agreement prior to the completion of the initial term or a renewal term, in addition to paying all fees, charges, and costs incurred through the effective date of termination, Customer shall pay the remaining balance of all amounts owed for the remainder of the terminated portion of the Agreement, as measured from the effective date of termination, including but not limited to payments for terminated Services associated with the terminated portions of the Agreement, as well as all other fees, charges, and costs that may be owing under any Service Attachments.

Section 13.1 Scheduled Maintenance of Services. Provider may from time to time suspend Services for routine maintenance. Provider will give Customer a minimum of forty-eight (48) hours advance notification, via phone or email, of such maintenance. Provider will attempt to perform maintenance between the hours of 12:01 am to 6:00 am local time, or at a mutually agreed upon time. Maintenance or repair activity that falls outside of these scheduled

maintenance provisions shall be considered emergency maintenance and will be subject to the procedures listed in the applicable SLA.

Section 14.1 Intellectual Property & Proprietary Information. Customer acknowledges and agrees that this Agreement shall not transfer ownership of any intellectual property, including but in no way limited to, patents, inventions, trade secrets, trademarks, service marks, trade names, logos, designations, copyrights, and other proprietary rights. Customer acknowledges and agrees that it will not at any time during or after the term of this Agreement, assert or claim any interest in or do anything that may adversely affect the validity of any trademark, service mark, trade name, logo, designation or copyright belonging to or licensed to Provider, including, without limitation, any act or failure to act which may infringe or lead to the infringement of any of the proprietary rights.

Section 15.1 Confidentiality. Customer agrees that the terms and conditions of this Agreement and communications between the Parties regarding this Agreement or the Services provided hereunder, including any price quotes or related proposals, as well as such information relevant to any other agreement between Customer and Provider are confidential and shall not be used by Customer for any purpose other than in connection with the performance of this Agreement.

Section 16.1 Force Majeure. In the event that either Party's performance of any obligation under this Agreement is delayed, prevented, obstructed, or inhibited because of acts of God, vandalism, cable cuts, storms, fires, floods, or other catastrophes, power failure, national emergencies, or other labor difficulties, or any law, order, regulation, or other actions of any governmental authority, agency or any other cause beyond such party's reasonable control ("Force Majeure Event"), such Party will not be in default of this Agreement, provided, however, such Party notifies the other Party as soon as practicable of the nature and expected duration of the claimed Force Majeure Event, uses all commercially reasonable efforts to avoid or remove the causes of nonperformance and resumes performance promptly after the causes have been removed.

Section 17.1 Miscellaneous Provisions.

- (a) *Entire Agreement.* This Agreement, together with applicable Service Attachments, which are incorporated herein by reference, constitute the entire understanding between the Parties with respect to the subject matters covered therein and supersedes any prior verbal or written agreements or understandings between the Parties relating to the subject matter of this Agreement.
- (b) *Assignment.* Customer may not assign or otherwise transfer, including without limitation, a transfer due to a change of control, the obligations or benefits under this Agreement except with the consent of Provider, with such consent not to be unreasonably conditioned, delayed or withheld.
- (c) *Relationship of The Parties.* Nothing in this Agreement shall create, or be construed to create, any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties.
- (d) *Amendment.* Except as otherwise provided for herein, no subsequent amendment to this Agreement will be effective or binding unless it is made in writing and executed by authorized representatives of both Parties.