

**MASTER AGREEMENT Updated 12/22/2012**  
**General Term and Conditions**

1. This Master Agreement is entered into as of **Date on Service Order** between Consolidated Telephone Company d/b/a Consolidated Telecommunications Company (CTC), a Minnesota Corporation whose headquarters are at: 1102 Madison Street, PO Box 972, Brainerd, Minnesota 56401 and **Customer as defined on Signed Service order agreement** whose location is **Defined on Signed Service Order agreement**
2. These General Terms and Conditions along with the order for service and all attachments comprise the entire agreement between the parties ("Agreement") for the communication, Internet and video services described herein and supersede any and all other agreements between parties related hereto.
3. **Effective Date.** This Agreement is fully binding and enforceable as of the date it is signed by both parties ("Effective Date"), and, shall remain in effect for as long as any attachment(s) remain in effect. The term(s) is stated in the respective attachment(s).
4. **Services and Services Term.** CTC agrees to provide to Customer and Customer agrees to purchase from CTC, communications, Internet and/or video services (Services) as described in attachment(s), at the locations set forth for the number of months set forth ("Services Term"). The Services Term commences upon installation of the Services by CTC ("Installation Date").
5. **Resale of Services.** The customer may not resell services provided by CTC to customer. Shared Tenant services, as allowed by CTC, must be identified and set forth in attachment(s) to this agreement.
6. **Rates and Charges.** Rates and charges for services, as set forth in attachment(s), commence upon the Installation Date. Any Monthly Recurring Charges ("MRC") will be billed in advance each month. Any Non-Recurring Charges ("NRC") will be billed on the next invoice after incurring the charges. CTC may adjust the rates, monthly recurring charges and other charges, for the Services at any time upon written notice to Customer, or upon renewal. CTC shall provide written notice to Customer of any increase thirty (30) days prior to the effective date of such increase. In such event, Customer may terminate this agreement without liability to CTC except for payment of outstanding charges and unbilled work in progress for services provided hereunder in accordance with the terms of this Agreement, at any time within the thirty (30) day period next following receipt of the notice described in the preceding sentence.
7. **Payments.** Payments are due on the Payment Due Date set forth on the CTC invoice. Customer must send CTC written notice of any and all billing disputes on or before the Payment Due Date, specifically detailing the dispute, and Customer must pay all undisputed amounts on or before the Payment Due Date. CTC will investigate all disputes and if appropriate, credit Customer's account or notify Customer of denial of the dispute. CTC may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on all balances not paid when due. CTC has the option to suspend Services or to pursue any and all other legal remedies until payment is made. Reconnection fees, after suspension of services, may apply. Customer shall pay any and all costs incurred in collection of charges due and payable, including reasonable attorney's fees and all collections agency costs, whether or not a suit is instituted.
8. **Credit Approval.** This Agreement is subject to credit approval. CTC may require Customer to tender a deposit of up to 2 months MRC to guarantee payment hereunder. When Customer establishes acceptable credit history or upon termination of this Agreement, CTC will return the balance of the deposit, if any, to Customer along with interest as required by law.
9. **Taxes and surcharges.** Customer is responsible for payment of any and all federal, state and local

taxes, charges or surcharges imposed on or based upon the provision, sale or use of CTC's Services (excluding CTC's income taxes). CTC will collect all such taxes, charges, and surcharges unless Customer provides CTC proof of exemption. Customer will indemnify CTC for any and all costs, claims, taxes, charges, and surcharges levied against CTC relative to such exempt status. Rate adjustment of taxes or surcharges does not constitute rate adjustment as outlined in paragraph 6 above.

10. **Tariff Application.** Customer acknowledges that the Service may be subject, in whole or in part, to one or more provisions of state or federal tariffs, which may be filed by CTC. In the event of any conflict between any provision of this Agreement and any provision of the tariff, the provision of such tariff will control.
11. **Compliance with Law.** This Agreement is subject to all applicable federal, state and local laws, regulations, rulings, orders, and other actions of governmental agencies ("Rules"), and the obtaining and continuance of any required approvals, authorizations, or tariffs or price lists filed with the FCC or any other governmental agency. CTC 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 CTC 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 Rules, specifically including, but not limited to the Rules governing 911/E-911 and any other emergency services, as discussed below.
12. **Customer use of Service.** Customer's use of the Services provided herein and any equipment associated therewith will not: (a) interfere with or impair service over CTC's network; (b) impair privacy of any communications over such network; (c) cause damage of any nature to CTC's assets or customers; (d) be used to frighten, abuse, torment, harass others or create hazards to CTC or its network; (e) use the internet for illegal or malicious purposes. CTC may immediately suspend or terminate, without liability, the Services for any violation of these provisions.
13. **E-911.** CTC will provide Customer with the network connection for each circuit, billing telephone number (BTN) or trunk group that comprise the Services, and CTC will provide the appropriate Public Safety Answering Point (PSAP) with the automatic location identification (ALI), for all BTNs of the circuit or trunk group. Each BTN will only have one emergency response location identified in the ALI information provided to the PSAP. CTC is not responsible for and will not make any changes or submit updates to E-911 databases for any services other than the one emergency response location as set forth above. Customer will indemnify and hold harmless CTC, its officers, directors, affiliated companies, employees, agents and subcontractors from all liabilities, claims, or damages arising out of personal injury or death or damage to property related to E-911 requirements.
14. **Services, Maintenance, and Upgrade of Facilities.** Services will meet industry standards, CTC will maintain its facilities and equipment used to provide the Services 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, Customer's facilities and/or equipment. In such event, Customer will reimburse CTC for the cost of the required maintenance at CTC's standard time and material rate plus any taxes imposed upon CTC related to such maintenance. CTC reserves the right to suspend service for scheduled maintenance or planned enhancements or upgrades to CTC's network without notice to Customer. Customer will grant CTC access to its premises for the installation, operation, removal, repair and maintenance of the facilities and equipment for the Services hereunder.
15. **CTC Equipment.** In the event CTC provides any CTC equipment to Customer for Customer's use during the term of the Agreement, such equipment will remain the sole and exclusive property of CTC. Upon termination of the Service, Customer will immediately return CTC's equipment to CTC. In the event Customer fails to return the equipment, CTC may invoice Customer for the then fair market value of such equipment.
16. **DISCLAIMER/LIMITED WARRANTY.** EXCEPT AS SPECIFICALLY SET FORTH IN

THIS AGREEMENT, CTC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CTC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET THE CUSTOMER'S REQUIREMENTS.

17. **LIMITED LIABILITY.** CTC'S 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 PAID BY CUSTOMER TO CTC DURING THE TERM OF THIS AGREEMENT NOT TO EXCEED 12 MONTHS. IN NO EVENT WILL CTC 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, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES.
18. **Indemnification.** Customer will indemnify, hold harmless, and defend CTC, its officers, directors, affiliated companies, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorney's fees) arising out of or in connection with Customer's use, resale or sharing of the Services. Customer's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death negligently caused by CTC.
19. **Confidentiality.** The parties may have access to certain information, the ownership and confidential status of which is highly important to the other party and 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 or as required by the Rules. 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.
20. **Default.** If either party violates any provision of this Agreement or if either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or files a petition seeking relief under any chapter of the Bankruptcy Act, or if an involuntary petition under the Bankruptcy Act is filed with respect to such party, the nondefaulting party may send the defaulting party written notice detailing the default. The defaulting party will have: (a) 10 days from the date of the written notice to cure a payment default, or (b) 30 days from the date of the written notice to cure a non-payment default. If the defaulting party fails to cure, the nondefaulting party may terminate this Agreement and any Services hereunder upon notice or pursue any and all other legal remedies.
21. **Termination.** If Customer terminates this Agreement or all or any part of the Services hereunder prior to the end of the Services Term, CTC may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC for the remainder of the Services Term plus any activation, installation and/or special construction charges and all other NRC fees or costs less amounts already paid whether previously waived or not. Customer will not be liable for the early termination fees set forth above if CTC breaches the Agreement or if Customer orders from CTC services of equal or greater MRC than the current services, the Customer closes down the business or the Customer moves out of CTC's coverage area, or Customer sells their business to another party. Customer acknowledges that CTC's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages

and is not intended as a penalty. All such amounts will become immediately due and payable by Customer to CTC.

22. **Force Majeure.** In the event that either party's performance is delayed, prevented, or inhibited because any Act of Nature, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout epidemic, detraction or shutdown of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications, or computer network or any cause beyond such party's reasonable control, 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 declaration of default by either party hereunder.
23. **General.** Any amendment must be in writing and signed by the parties hereto. Facsimile copies of this Agreement and any amendments or modifications hereto, including 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 under this Agreement will be in writing and shall be deemed delivered when actually received, or if earlier and regardless of whether actually received (except where actual receipt is mutually agreed upon in this agreement and otherwise), on the day following the date of deposit in a regularly maintained receptacle for first class mail, or by facsimile transmission with receipt verification. Notices to customer or to CTC will be sent to addresses listed in Paragraph 1. 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 a condonement or any continuing or subsequent breach of the same provision. Customer may not assign its obligations hereunder without the prior written consent of CTC; such consent will not be unreasonably withheld. This Agreement will be governed by and interpreted in accordance with the laws for the State of Minnesota.

**In Witness Whereof,** the parties hereto have executed this Agreement as of the day and year first written above and the persons signing warrant that they are duly authorized to sign for and on behalf of the respective parties.