

# Cooperative Communications, Inc.

## Master Service Agreement Terms and Conditions

- Credit** - Cooperative has sole discretion to determine Customer's approved credit level, and has no obligation to provide Services in excess of that level. Where Customer has not established sufficient credit, Cooperative may deny or restrict Services unless Customer provides satisfactory assurance of payment by granting Cooperative a security interest in Customer's assets, or furnishing a cash deposit, irrevocable bank letter of credit, or surety bond.
- Cooperation** - Customer shall cooperate with Cooperative as reasonably necessary to provision Services, and where required, shall provide reasonable access to the premises; instruct utilities or other vendors to accommodate the installation design; and provide account set-up information, accurate floor plan and equipment information and dimensions, permits and licenses, equipment space, supporting structures, electrical power, channel termination equipment, conduit, or inside wiring.
- Services** - If Customer is approved for credit, Cooperative will provide the Services pursuant to these Terms and Conditions and any applicable tariffs as they may be revised from time-to-time. Services are furnished for use by Customer, but may be used by others authorized by Customer. Customer agrees to activate all contracted services within 30-days of Cooperative provisioning services. Unless otherwise agreed to by both parties, failure of activation by Customer will deem Customer in default and Termination liability will apply as outlined in paragraph 13.
- Charges** - Customer will incur charges for Services provided by Cooperative. Customer must pay Cooperative's standard or tariffed rates for consulting or other services or equipment provided outside the scope of the contract. Unless otherwise specified, all prices and rates are subject to change upon thirty days' notice. Customer is responsible for any charges for local, state and federal taxes, and for shipping, special cables or inside wiring, and any charges incurred by Cooperative due to Customer's failure to provide reasonable cooperation as herein specified.
- Invoices** - Cooperative will bill Customer for usage charges monthly in arrears. All other charges may be billed in advance. Subject to applicable tariffs, invoices may include previously unbilled charges for Services furnished by Cooperative to Customer in a prior billing period. Payment of undisputed charges is due in full in U.S. Dollars within thirty days of the invoice date. Customer has no right of offset, and may not withhold payment of undisputed charges due to a dispute as to other charges. Charges will be deemed undisputed unless Customer gives Cooperative written notice to the contrary within 60 days of the invoice date. The notice must include sufficient detail to permit Cooperative to investigate the dispute. Cooperative will issue a credit to Customer in the next billing period for any charges determined after investigation to be erroneous. Customer must pay any disputed charges within ten days of the date of written notice from Cooperative that the charges have been investigated and validated. Cooperative may deny and/or restrict Services due to nonpayment of undisputed charges, where Customer's use of Services materially increases and Customer fails to provide satisfactory additional assurance of payment upon request. Cooperative may assess a service charge not to exceed the lesser of 1.5% per month or the maximum rate permitted by law on all undisputed past due amounts, and may assess a separate charge for any payment checks that do not clear.
- Fraud** - Customer will be responsible for all calls or Services originated at Customer's number(s); accepted at Customer's number(s) (e.g., collect calls); billed to Customer's number(s) via third-number billing if Customer is found to be responsible for such calls, or for use of a calling card; or otherwise incurred at Customer's specific request. Customer is responsible for controlling access to, and use of, its own facilities, and although Cooperative may recommend possible solutions to reduce unauthorized use of Services, Cooperative does not warrant or guarantee that such recommendations will prevent all unauthorized use. In the event that the Cooperative network monitoring system detects suspicious calling patterns or other reasonable indicators of possible unauthorized or fraudulent use of Services, Cooperative promptly will notify Customer of the potential abuse, and may block or restrict Services until the anomaly can be investigated and resolved.
- Warranty** - Cooperative warrants that any implementation, project management, network management and technical support Services to be provided to Customer by Cooperative in accordance with this Order shall be diligently performed in a professional manner by qualified individuals. Customer shall be solely responsible for determining the adequacy of Services for any and all uses to which customer may apply them. In the event of any breach of this warranty, Cooperative shall reperform the affected Services at no charge to Customer. This remedy shall be the sole obligation of Cooperative, and Customer's sole and exclusive remedy. COOPERATIVE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
- Indemnity** - Customer shall indemnify Cooperative against all claims, losses or damages, including attorney fees, arising from the use of Services, including without limitation, charges incurred as a result of authorized or unauthorized use of Services by third parties; claims for libel, slander, invasion of privacy or infringement of copyright; claims for patent infringement arising from combining or using Services with facilities or equipment furnished by others; and claims arising from defects in Customer's equipment, or failure of Customer's equipment to comply with any applicable standards for safety and emissions, laws, ordinances, or government rules or regulations.
- Liability** - Cooperative is not liable for damages associated with service, channels or equipment which it does not furnish, nor for damages to Customer's premises resulting from the performance of Services. In no event shall Cooperative be liable to customer for any indirect, special, incidental, consequential or punitive damages of any kind, including lost profits, regardless of whether such damages were foreseeable, and regardless of the form of the action. The total liability of Cooperative shall not exceed the amounts paid by the customer to Cooperative for the service to which the Claim relates.
- Force Majeure** - Cooperative will not be liable for any delay or failure to perform due to governmental orders, labor stoppages or shortages, acts of God, cable cuts, or other causes beyond the reasonable control of Cooperative.
- Litigation** - The laws of the State of New Jersey shall govern the validity, terms, performance and enforcement of this Order. Any litigation arising hereunder may be brought in the courts of the State of New Jersey. By obtaining Services hereunder, Customer is deemed to have submitted to such jurisdiction, thereby expressly waiving whatever rights may correspond to Customer by reason of its present or future domicile. Customer will be liable to Cooperative for attorney's fees incurred in the collection or attempted collection of any undisputed past due amounts. In addition, if Customer raises any counterclaims to the collection action or files any separate actions or appeals that are later dismissed by the court, Customer shall pay in addition all legal fees incurred by Cooperative.

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12. **Termination by Cooperative** – Subject to applicable tariffs, Cooperative may terminate or suspend Services upon written notice to Customer if Customer fails to provide satisfactory assurance of payment; fails to pay undisputed charges as they become due; uses Services in violation of any law, regulation or applicable tariff or fails to provide reasonable cooperation as required to provision Services. Cooperative may suspend Services if Customer causes or permits any condition that might tend to harm or impair the Cooperative or public telecommunications network. If termination is due to suspension or non-payment, termination liability will apply as outlined in paragraph 13.
13. **Termination by Customer** – Customer may terminate the Services, or any of them, prior to the end of the initial Term or any extended Term (in accordance with paragraph 14), upon not less than sixty (60) days' written notice to Cooperative, provided, however, that in such circumstances Customer shall be responsible for and required to pay to Cooperative, with respect to each Service so terminated, all of the following (a) all accrued charges; (b) all previously waived installation fees (except that payment of such fees shall not be required in the event of any termination subsequent to the end of the initial Term); (c) all equipment charges applicable to the cancelled Service(s) for each month remaining in the initial Term or extended Term; and (d) all Termination Charges. Upon termination of the contract, all payments will be due immediately and credit will no longer be extended to the Customer. Unless otherwise agreed to by the parties in writing, the Termination Charge(s), as to each Service so terminated, shall consist of the sum of (x) the average monthly billing multiplied by the number of months remaining in the Term or extended Term (prorated for any partial months), plus (y) an amount calculated by multiplying One Hundred Dollars (\$100.00) times the number of months remaining in the Term or extended Term (prorated for any partial months). In addition to the foregoing, all Cooperative-owned equipment must be returned within fifteen (15) days of service termination; otherwise, the Customer shall be invoiced for and must pay to Cooperative the current replacement cost of all non-returned equipment.
14. **Term** – This order will become a binding legal contract upon signed acceptance by Cooperative. The specified Term ("initial Term") will commence on the first day of the calendar month when Customer incurs charges pursuant to this Order, and automatically will renew ("extended Term") at the same term and revenue commitment level unless either Customer or Cooperative provides written notice (sent via certified mail, return receipt requested or equivalent) of termination at least thirty days, but not greater than 90 days before the end of the initial Term or extended Term, as the case may be. Except for circuits and equipment, additional Services ordered hereafter will be provided for a period coterminous with the Term or extended Term.