SOUTH CENTRAL COMPLETE CONNECT
MASTER SERVICE AGREEMENT

This Master Service Agreement (this "Agreement") is entered into this ____ day of _____, 20___ ("Effective Date") by and between South Central Communications ("SCC") and _____ ("Customer").

ARTICLE 1. DEFINITIONS

1.1 "Affiliate" shall mean an entity that now or in the future, directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" shall mean the ownership of (i) greater than fifty percent (50%) of the voting power to elect the directors of the company, or (ii) greater than fifty percent (50%) of the ownership interest in the company.

1.2 "Connection Notification" shall mean a notification (written or verbal) from SCC that the Service ordered has been installed by SCC pursuant to the Customer Order, and has been tested and is functioning properly.

1.3 "Customer Commit Date" shall mean the date that Service will be available to Customer, if designated on Customer Order or Service Order.

1.4 "Customer Order" shall mean a request for Service submitted by Customer in the form designated by SCC. Customer Order may also be referred to as Service Order.

1.5 "Customer Premises" shall mean the location or locations occupied by Customer or its end users to which Service is delivered.

1.6 "Excused Outage" shall mean any outage, unavailability, delay or other degradation of Service related to, associated with or caused by scheduled maintenance events, Customer actions or inactions, Customer provided power or equipment, any third party, excluding any third party directly involved in the operation and maintenance of the SCC network but including, without limitation, Customer's end users, third party network providers, traffic exchange points controlled by third parties, or any power, equipment or services provided by third parties, or an event of force majeure as defined in Section 7.1.

1.7 "Facilities" shall mean any property owned, licensed or leased by SCC or any of its Affiliates and used to deliver Service, including terminal and other equipment, conduit, fiber optic cable, optronics, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, private rooms and the like.

1.8 "Gateway" shall mean data center space owned or leased by SCC or any of its Affiliates for the purpose of, among other things, locating and collocating communications equipment.

1.9 "Local Loop" shall mean the connection between Customer Premises and a SCC Gateway or other Facility.

1.10 "Megabit per second" or "Mbps" shall mean a unit of data rate equal to 1 million bits per second.

1.11 "Off-Net" shall mean Service that originates from or terminates to any location that is not on the SCC network.

1.12 "On-Net" shall mean Service that originates from and terminates to a location that is on the SCC network.

1.13 "Service" shall mean any SCC service described in a Service Schedule and/or identified on a particular line item of a Customer Order.

1.14 "Service Commencement Date" shall mean the first to occur of (i) the date the Customer receives the Connection Notification, unless Customer notifies SCC that the Service is not functioning properly as provided in Section 3.1 (or, if two or more Services are designated as "bundled" or as having a "sibling relationship" in any Customer Order, the date Customer receives the Connection Notification for all such Services); and (ii) the date Customer begins using the Service.

1.15 "Service Levels" shall mean the specific remedies SCC provides regarding installation and performance of Service as set forth in the particular Service Schedule respecting the applicable Service.

1.16 "Service Schedule" shall mean a schedule attached hereto, or signed between the parties from time to time and expressly incorporated into this Agreement, setting forth terms and conditions specific to a particular Service, Facilities or other tools made available by SCC.

1.17 "Service Term" shall mean the duration of time (measured starting on the Service Commencement Date) for which Service is ordered, as specified in the Customer Order.

ARTICLE 2. DELIVERY OF SERVICE

2.1 **Submission of Customer Order(s)**. To order any Service, Customer may submit a Customer Order requesting Service. Unless otherwise agreed, Customer is not obligated to submit Customer Orders. The Customer Order and its backup detail must include a description of the Service, the non-recurring charges and monthly recurring charges for Service and the applicable Service Term.

2.2 **Acceptance by SCC**. Upon receipt of a Customer Order, if SCC determines (in its sole discretion) to accept the Customer Order, SCC will notify Customer in person, by email, or in writing of its acceptance of the Customer Order and/or Service Order. SCC will become obligated to deliver ordered Service only if SCC has accepted the Customer Order and/or Service Order.

2.3 **Credit Approval and Deposits**. Customer will provide SCC with credit information as requested, and delivery of Service is subject to credit approval. SCC may require Customer to make a deposit or deliver another form of security as a condition to SCC's acceptance of any Customer Order, or as a condition to SCC's continuation of Service. The deposit will be held by SCC as security for payment of Customer's charges. When Service to Customer is terminated, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded. Any deposit paid by Customer pursuant to this Section 2.3 will be held by SCC in accordance with the applicable law governing such deposit.

2.4 **Customer Premises**. Customer shall allow SCC access to the Customer Premises to the extent reasonably determined

by SCC for the installation, inspection and scheduled or emergency maintenance of Facilities relating to the Service. SCC shall notify Customer at least two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer Premises or that may result in a material interruption of Service. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises. In the event Customer fails to do so, Customer shall reimburse SCC for the actual and reasonable cost of repairing or replacing any Facilities damaged or destroyed as a result of Customer's failure. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer Premises.

2.5 **SCC Facilities**. Except as otherwise agreed, title to all Facilities shall remain with SCC. SCC will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, without the prior written consent of SCC. The Facilities shall not be used for any purpose other than that for which SCC provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the Facilities. In no event will SCC be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused by or related to improper use or maintenance of the Facilities by Customer or any third party gaining access to the Facilities by Customer in violation of this Agreement, and Customer shall reimburse SCC for any damages incurred as a result thereof. Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Customer Order) to allow SCC to remove the Facilities from the Customer Premises:

(A) after termination, expiration or cancellation of the Service Term of any Service in connection with which the Facilities were used; or

(B) for repair, replacement or otherwise as SCC may determine is necessary or desirable, but SCC will use reasonable efforts to minimize disruptions to the Service caused thereby.

2.6 **Customer-Provided Equipment**. SCC may install certain Customer-provided communications equipment upon installation of Service, but SCC shall not be responsible for the operation or maintenance of any Customer-provided communication equipment. SCC undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer's routers or other Customer-provided equipment used for access to or the exchange of traffic in connection with the Service.

ARTICLE 3. BILLING AND PAYMENT

3.1 **Commencement of Billing**. Upon installation and testing of the Service ordered in any Customer Order, SCC will notify Customer either in person, by email, or by mail that the Services are installed and connected ("Connection Notification"). Upon receipt of the Connection Notification, Customer shall have a period of seventy two (72) hours to confirm that the Service has been installed and is properly functioning. Unless Customer delivers written notice to SCC within such seventy two (72) hour period that the Service is not installed in accordance with the Customer Order and functioning properly, billing shall commence on the applicable Service Commencement Date, regardless of whether Customer has procured services from other carriers needed to operate the Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Service. In the event that Customer notifies SCC within the time period stated above that the Service is not installed and functioning properly, then SCC shall correct any deficiencies in the Service and deliver a new Connection Notification to Customer, after which the process stated herein shall be repeated.

3.2 **Charges**. The Customer Order will set forth the applicable non-recurring charges and recurring charges for the Service. Unless otherwise expressly specified in the Customer Order, any non-recurring charges shall be invoiced by SCC to Customer upon the Service Commencement Date. However, in the event such Service requires SCC to install additional infrastructure, cabling, electronics or other materials in the provision of the Service, such Customer Order may include (as specified therein) non-recurring charges that are payable by Customer in advance of the Service Commencement Date, as mutually agreed between the parties. In the event Customer fails to pay such non-recurring charges within the time period specified in the Customer Order, SCC may suspend installation of the Service (without any liability, including but not limited to liability for Service Level credits) until receipt of such non-recurring charges. If Customer requests and SCC approves (in its sole discretion) any changes to the Customer Order or Service after acceptance by SCC, including, without limitation, the Customer requested date for delivery of Service or Service Commencement Date, additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order may apply.

3.3 **Payment of Invoices**. Customer will pay each invoice for monthly recurring charges or non-recurring charges within 30 days following the date the order is delivered or the date an invoice is received, whichever is later (the "Due Date"). Customer is responsible to timely pay all undisputed charges. After 30 days following the Due Date SCC may assess overdue account charges to Customer at the rate of one and a half percent per month or the allowable amount by law on the outstanding balance.

3.4 **Taxes and Fees**. All charges for Service are net of Applicable Taxes (as defined below). Except for taxes based on SCC's net income, Customer will be responsible for all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Service (collectively "Applicable Taxes"). If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting SCC with a valid exemption certificate (in a form reasonably acceptable to SCC). SCC will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by SCC to Customer only for the period following SCC's receipt of such exemption certificate.

3.5 **Regulatory and Legal Changes**. In the event of any change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of Service, SCC and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost and, in the event that the parties are unable to reach

agreement respecting new rates within thirty (30) days after SCC's delivery of written notice requesting renegotiation, then (a) SCC may pass such increased costs through to Customer, and (b) if SCC elects to pass such increased costs through to Customer, Customer may terminate the affected Service without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.

3.6 **Disputed Invoices**. If Customer reasonably disputes any portion of a SCC invoice, Customer must pay the undisputed portion of the invoice and submit written notice of the claim (in a form reasonably requested by SCC) for the disputed amount. All claims must be submitted to SCC in writing within sixty (60) days from the date of the invoice for those Services. In the event that the dispute is resolved against Customer, Customer shall pay such amounts according to the terms referenced in Section 3.3.

3.7 **Termination Charges**.

(A) Customer may cancel a Service following SCC's acceptance of the applicable Customer Order and prior to the Service Commencement Date, upon prior written notice to SCC (in a form reasonably requested by SCC). In the event that Customer does so, or in the event that the delivery of such Service is terminated by SCC as the result of an uncured default by Customer pursuant to Section 4.2 of this Agreement, Customer shall pay SCC a cancellation charge equal to the sum of:

(i) any third party cancellation/termination charges related to the installation and/or cancellation of Service;

(ii) Charges incurred by SCC related to the installation of cancelled services up to the date of cancellation.

Customer's right to cancel any particular Service under this Section 3.7(A) shall automatically expire and shall no longer apply upon SCC's delivery to Customer of a Connection Notification for such Service.

(B) In addition to Customer's right of cancellation under Section 3.7(A) above, Customer may terminate Service prior to the end of the Service Term upon ninety (90) days' prior written notice to SCC (in a form reasonably requested by SCC). If Customer terminates Service after Customer's receipt of the Connection Notification for a particular Service and prior to the end of the Service Term, or in the event that the delivery of Service is terminated by SCC as the result of an uncured default by Customer pursuant to Section 4.2 of this Agreement, Customer shall pay SCC a termination charge equal to the sum of:

(i) all unpaid amounts for Service provided through the date of termination;

(ii) any third party cancellation/termination charges related to the installation and/or termination of Service;

(iii) the non-recurring charges (including any non-recurring charges that were waived by SCC at the time of the Customer Order) for the cancelled Service, if not already paid; and

(iv) the percentage of the monthly recurring charges for the terminated Service calculated from the effective date of termination as 100% of the remaining monthly recurring charges that would have been incurred for the Service through the end of the Service Term.

(C) The parties acknowledge that the cancellation or termination charges set forth in this Section 3.7 are a genuine estimate of the actual damages that SCC will suffer and are not a penalty.

3.8 **Fraudulent Use of Services**. Customer is responsible for all charges attributable to Customer incurred respecting Service, even if incurred as the result of fraudulent or unauthorized use of Service; except Customer shall not be responsible for fraudulent or unauthorized use by SCC or its employees.

ARTICLE 4. TERM AND TERMINATION

4.1 **Term**.

(A) This Agreement shall become effective on the Effective Date and shall continue for five (5) years thereafter ("Agreement Term"), unless earlier terminated as provided herein. The Agreement Term shall automatically renew for a successive five (5) year period unless either party delivers written notice of its intent to terminate at least ninety (90) days prior to the end of the initial Agreement Term.

(B) Except as otherwise set forth herein, SCC shall deliver the Service for the entire duration of the Service Term, and Customer shall pay all charges for delivery thereof through the end of the Service Term. To the extent that the Service Term for any Service extends beyond the Agreement Term, then this Agreement shall remain in full force and effect for such Service until the expiration or termination of such Service Term.

4.2 **Default By Customer**. If (i) Customer makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy or other insolvency protection against Customer is filed and not dismissed within sixty (60) days; (iii) Customer fails to make any payment required hereunder when due, and such failure continues for a period of ten (10) business days after written notice from SCC, (iv) Customer fails to observe and perform any material term of this Agreement (other than payment terms) and such failure continues for a period of thirty (30) days after written notice from SCC; or (v) Customer's use of Service materially exceeds Customer's credit limit, unless within one (1) business day's written notice thereof by SCC, Customer provides adequate security for payment for Service; then SCC may: (A) terminate this Agreement and any Customer Order, in whole or in part, in which event SCC shall have no further duties or obligations thereunder, and/or (B) subject to Section 5.1, pursue any remedies SCC may have under this Agreement, at law or in equity.

4.3 **Default By SCC**. If (i) SCC makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy or other insolvency protection against SCC is filed and not dismissed within sixty (60) days; or (iii) SCC fails to observe and perform any material term of this Agreement (other than as provided in

Section 4.4 and Article 6) and such failure continues for a period of thirty (30) days after written notice from Customer; then Customer may: (A) terminate this Agreement and/or any Customer Order, in whole or in part, in which event Customer shall have no further duties or obligations thereunder, and/or (B) subject to Section 5.1, pursue any remedies Customer may have under this Agreement, at law or in equity.

4.4 **Other Rights of Termination**.

(A) In lieu of any Service Level credits for installation delays, if SCC's installation of Service is delayed for more than thirty (30) business days beyond the Customer Commit Date, if any, for reasons other than a Force Majeure event, Customer may terminate and discontinue the affected Service upon written notice to SCC and without payment of any applicable termination charge; provided such written notice is delivered prior to SCC delivering to Customer the Connection Notification for the affected Service. This Section 4.4 shall not apply to any Service where SCC (or a third party contractor engaged by SCC) is constructing Facilities in or to the Customer Premises necessary for delivery of such Service.

4.5 **Termination of Service for Cause**

(A) **Nonpayment of Deposit or Prepayment.** SCC may, upon non-receipt of requested Deposit or additional Pre-payment funds, or an increase or change in deposit/pre-payment within 48 hours of its request to customer, or timeframe left on balance sufficient to pay for current and projected charges, whichever is lesser, and such time period shall not expose SCC to providing services without a secured form of payment, discontinue the Services without incurring any liability.

(B) **Nonpayment of Service.** SCC may upon non receipt of payment as prescribed in this agreement, or in addition, relevant Annex(es), discontinue Services without incurring any liability, if any Customer Invoice is Past Due, or payment is not received in time or manner as prescribed with 10 day prior written notice. If Customer has sufficient balance in account, to cover additional services, Customer may request to continue service until balance is depleted. SCC will not discontinue service without notice if Customer has sufficient funds to cover additional usage, and Customer is not in default.

(C) Other Causes. SCC may, upon seven (7) days prior written notice, discontinue the Services in the event of a breach of this Agreement by Customer, fraudulent use of the Services by Customer, fraud or other misrepresentation in any submission of information to SCC by Customer, or violations of the prohibited uses set forth in the Section in this Agreement or other Annex(es).

(D) Bankruptcy. SCC may immediately discontinue or suspend delivery of the Services to Customer if Customer files for bankruptcy or reorganization or Customer fails to discharge an involuntary petition within thirty (30) days after such filing, or if Customer otherwise becomes insolvent.

(E) Rights and Obligations. Upon termination of this Agreement, all rights to the Services granted to Customer or its authorized user under this Agreement will immediately ceases and terminate. Termination of this Agreement does not release Customer from the obligation to pay and all accrued charges under this Agreement, unless otherwise expressly provided in this Agreement.

(F) Withdraw of Services. Notwithstanding anything else herein or in the Agreement to the contrary, SCC reserves the right, in its sole discretion to discontinue the provision of the Services at any time during the Initial Term of the Agreement or any renewal term upon ninety (90) days prior written notice to Customer.

(G) DID Numbers After Termination. Upon the termination of this Agreement, Customer may retain control of any non-shared DID numbers provide by SCC to Customer; provided, however, that Customer will be solely responsible to contact the underlying provider of such non-shared DID numbers to transfer control to Customer and Customer will be solely responsible for any additional costs incurred by Customer or SCC related to such non-shared DID numbers.

(H) Early Termination. In the case of early termination of the fixed term pursuant to this Agreement prior to the expiration of the Term either by SCC pursuant to this Paragraph or by Customer for any reason other than a material breach solely attributable to SCC, Customer shall remain liable for the Termination Charges specified in Section 3.7 above. Customer understands and agrees that any breach by Customer of its obligations under this Agreement shall also be deemed a breach by Customer of its obligations under any other agreements it has entered into with SCC and/or its affiliates and understands and agrees that such breach shall authorize SCC and/or any of its affiliates to immediately suspend performance under, and/or terminate, said agreements with Customer for default if such breach(es) have not been cured within the time provided for in this Agreement.

ARTICLE 5. LIABILITIES AND INDEMNIFICATION

5.1 **No Special Damages**. Notwithstanding any other provision hereof (other than Section 5.3), neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under this Agreement or any Customer Order. Nothing in this Agreement shall be construed as limiting the liability of either party for personal injury or death resulting from the negligence of a party or its employees.

5.2 **Disclaimer of Warranties; Limitation of Liability.** SCC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ANY APPLICABLE SERVICE LEVELS. SCC'S LIABILITY UNDER THIS AGREEMENT OR ANY SCHEDULE OR ORDER ATTACHED HERETO, OR ASSOCIATED HEREWITH, SHALL BE LIMITED TO THE SERVICE OUTAGE CREDITS DESCRIBED IN THE ATTACHED SERVICE SCHEDULE.

5.3 **Indemnification**. Each party shall indemnify the other from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct, and infringement on the intellectual property of a third party.

ARTICLE 6. SERVICE LEVELS

6.1 **Service Interruptions and Delivery**. To report issues related to Service performance, Customer may contact SCC Customer Service by calling toll free in the U.S. 888-826-4211 or such other numbers for SCC Customer Service. In order for SCC to investigate any reported issues, Customer agrees to provide SCC with supporting information as reasonably requested by SCC, which may include (as applicable), without limitation, circuit ID, circuit end-point(s), IP address(es), originating phone number and terminating phone number. In the event of a failure to deliver Service in accordance with the Service Levels, Customer's sole remedies are contained in (a) the Service Levels applicable (if any) to the affected Service, and (b) Section 4.4 above.

6.2 **Service Level Credits**. In the event SCC does not achieve a particular Service Level in a particular month as set forth in any applicable Service Schedule, SCC will issue a credit to Customer as set forth in the applicable Service Schedule upon Customer's request. To request a credit, Customer must contact SCC Customer Service or deliver a written request (in a form reasonably requested by SCC) pursuant to Section 7.4 within thirty (30) days of the end of the month for which a credit is requested. SCC Customer Service may be contacted by calling toll free in the U.S. 888-826-4211 or such other numbers for SCC Customer Service on www.southcentralcommunications.com.

ARTICLE 7. GENERAL TERMS

7.1 **Force Majeure**. Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event"). In the event SCC is unable to deliver Service as a result of a force majeure event, Customer shall not be obligated to pay SCC for the affected Service for so long as SCC is unable to deliver the affected Service.

7.2 **Assignment and Resale**. Customer may not assign its rights and obligations under this Agreement or any Customer Order without the express prior written consent of SCC, which will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees. Notwithstanding any assignment by Customer, Customer shall remain liable for the payment of all charges due under each Customer Order. Customer may resell the Service to third party "end users"; provided that Customer agrees to indemnify, defend and hold SCC harmless from claims made against SCC by such end users.

7.3 **Affiliates**.

(A) Service may be provided to Customer pursuant to this Agreement by an Affiliate of SCC, including, without limitation, an Affiliate authorized to provide Service in a country other than the country within which this Agreement has been executed. If a Customer Order requires the delivery of Service in a jurisdiction where, in order for such Customer Order to be enforceable against the parties, additional terms must be added, then the parties shall incorporate such terms into the Customer Order (preserving, to the fullest extent possible, the terms of this Agreement). Notwithstanding any provision of Service to Customer pursuant to this Agreement by an Affiliate of SCC, SCC shall remain responsible to Customer for the delivery and performance of the Service in accordance with the terms and conditions of this Agreement.

(B) The parties acknowledge and agree that Customer's Affiliates may purchase Service under this Agreement; provided, however, any such Customer Affiliate purchasing Service hereunder agrees that such Service is provided pursuant to and governed by the terms and conditions of this Agreement. Customer shall be jointly and severally liable for all claims and liabilities arising under this Agreement related to Service ordered by any Customer Affiliate, and any event of default under this Agreement by any Customer Affiliate shall also be deemed an event of default by Customer. Any reference to Customer in this Agreement with respect to Service ordered by a Customer Affiliate shall also be deemed a reference to the applicable Customer Affiliate.

(C) Notwithstanding anything in this Agreement to the contrary, either party may provide a copy of this Agreement to its Affiliate or such other party's Affiliate for purposes of this Section 7.3, without notice to, or consent of, the other party.

7.4 **Notices**. Notices hereunder shall be in writing and sufficient and received if delivered in person, or when sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service (or other applicable postal delivery service), addressed as follows:

IF TO SCC:

For billing inquiries/disputes, requests for Service Level credits and/or requests for disconnection of Service (for other than default):

South Central Communications
PO Box 555
Escalante UT. 84726
Attn: Accounts Receivable

IF TO CUSTOMER:

_____
_____
_____
Attn: _____
Facsimile: _____
Email: _____

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. All such notices shall be deemed to have been given on (i) the date delivered if delivered personally, (ii) the business day after dispatch if sent by overnight courier, (iii) the third business day after posting if sent by U.S. Postal Service (or other applicable postal delivery service), or (iv) the date of transmission if delivered by facsimile or electronic mail (or the business day after transmission if transmitted on a weekend or legal holiday). Notwithstanding the foregoing, any notices delivered by SCC to Customer in the normal course of provisioning of Service hereunder shall be deemed properly given if delivered via any of the methods described above or via electronic mail to the address listed on any Customer Order.

7.5 **Acceptable Use Policy**. Customer's use of Service shall at all times comply with SCC's then-current Acceptable Use Policy and Privacy Policy, as amended by SCC and communicated in writing to Customer from time to time and which are also available through SCC's web site at www.socen.com. SCC will notify Customer of complaints received by SCC regarding each incident of alleged violation of SCC's Acceptable Use Policy by Customer or third parties that have gained access to the Service through Customer. Customer agrees that it will promptly investigate all such complaints and take all necessary actions to remedy any actual violations of SCC's Acceptable Use Policy. SCC may identify to the complainant that Customer, or a third party that gained access to the Service through Customer, is investigating the complaint and may provide the complainant with the necessary information to contact Customer directly to resolve the complaint. Customer shall identify a representative for the purposes of receiving such communications.

7.6 **Data Protection**. During the performance of this Agreement, it may be necessary for SCC to transfer, process and store billing and utilization data and other data necessary for SCC's operation of its network and for the performance of its obligations under this Agreement. The transfer, processing and storing of such data may be to or from the United States. Customer hereby consents that SCC may (i) transfer, store and process such data in the United States; and (ii) use such data for its own internal purposes and as allowed by law. This data will not be disclosed to third parties.

7.7 **Contents of Communications**. SCC shall have no liability or responsibility for the content of any communications transmitted via the Service, and Customer shall defend, indemnify and hold SCC harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Service. SCC provides only access to the Internet; SCC does not operate or control the information, services, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against SCC relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.

7.8 **Publicity**. For a period of two (2) years from the date of disclosure thereof, each Party shall maintain the confidentiality of all information or data of any nature ("Information") provided to it by the other Party hereto provided such Information contains a conspicuous marking identifying it as "Confidential" or "Proprietary" or is inherently of a confidential nature (i.e., customer or cost data). For purposes of this Article, this Agreement and all of its Annexes shall be considered "Confidential". Each Party shall use the same efforts (but in no case less than reasonable efforts) to protect the Information it receives hereunder as it accords to its own Information. The above requirements shall not apply to Information which is already in the possession of the receiving Party through no breach of an obligation of confidentiality to the disclosing Party or any third party, is already publicly available through no breach of this Agreement or has been previously independently developed by the receiving Party. This Agreement shall not prevent any disclosure of Information pursuant to applicable law or regulation, provided that prior to making such disclosure, the receiving Party shall use reasonable efforts to notify the disclosing Party of this required disclosure. Each Party acknowledges that its breach or threatened breach of this Section may cause the Disclosing Party irreparable harm, which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the Receiving Party agrees that equitable relief, including temporary or permanent injunctions, is an available remedy in addition to any legal remedies to which the Disclosing Party may be entitled. At the request of the Disclosing Party upon termination of this Agreement or at any time or from time to time thereafter, the Receiving Party shall, as promptly as practicable and in all cases within five (5) days of such request, deliver to Disclosing Party all proprietary information of Disclosing Party then in Receiving Party's possession or under Receiving Party's control or, in lieu thereof, Receiving Party may destroy all of Receiving Party's copies of such proprietary information and certify to Disclosing Party in writing that such destruction has been accomplished.

7.9 **Non-Disclosure**. Any information or documentation disclosed between the parties during the performance of this Agreement shall be subject to the terms and conditions of the applicable non-disclosure agreement then in effect between the parties.

7.10 **Disclosure of Customer Information**. SCC reserves the right to provide any customer or potential customer bound by a nondisclosure agreement access to a list of SCC's customers and a description of Service purchased by such customers. Customer consents to such disclosure, including the listing of Customer's name and Service purchased by Customer (financial terms relating to the purchase shall not be disclosed).

7.11 **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, U.S.A., without regard to its choice of law rules.

7.12 **Entire Agreement**. This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service, which are of no further force or effect

7.13 **Amendment**. This Agreement, and any Service Schedule or Customer Order, may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party. Without limiting the generality of the foregoing, any handwritten changes to a Customer Order shall be void unless acknowledged and approved in writing by a duly authorized representative of each party.

7.13 **Policy Changes.** SCC will provide the Customer with ten (10) days written prior notice of any and all changes in policy and technical issues that might affect Customer's compliance with this Agreement.

7.14 **Order of Precedence**. In the event of any conflict between this Agreement and the terms and conditions of any Service Schedule and/or Customer Order, the order of precedence is as follows: (1) the Service Schedule, (2) this Agreement, and (3) the Customer Order.

7.15 **Survival**. The provisions of this Article 7 and Articles 3, 5 and 6 and any other provisions of this Agreement that by their nature are meant to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

7.16 **Relationship of the Parties**. The relationship between Customer and SCC shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, without limitation, for federal income tax purposes.

7.17 **No Waiver**. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

7.18 **Severability**. If any provision of this Agreement shall be declared invalid or unenforceable under applicable law, said provision shall be ineffective only to the extent of such declaration and shall not affect the remaining provisions of this Agreement. In the event that a material and fundamental provision of this Agreement is declared invalid or unenforceable under applicable law, the parties shall negotiate in good faith respecting an amendment hereto that would preserve, to the fullest extent possible, the respective benefits and burdens imposed on each party under this Agreement as originally executed.

7.19 **Joint Product**. The parties acknowledge that this Agreement is the joint work product of the parties. Accordingly, in the event of ambiguities in this Agreement, no inferences shall be drawn against either party on the basis of authorship of this Agreement.

7.20 **Third Party Beneficiaries**. This Agreement shall be binding upon, inure solely to the benefit of and be enforceable by each party hereto and their respective successors and assigns hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any thirty party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.21 **Attorney's Fees**. In the event a party takes action to enforce any of the terms of this Agreement, the prevailing party shall be awarded its costs, litigation expenses and reasonable attorney's fees.

7.22 **Counterparts**. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above.

South Central Communications ("SCC")	_____ ("Customer")
By	By
Name	Name
Title	Title