



## Master Service Agreement

**THIS MASTER SERVICE AGREEMENT** ("Agreement") is made as of the date on the signature page of this Agreement, by and between the customer name noted on the signature page ("Customer") and TEC of Jackson, Inc. d/b/a TEC ("Carrier"), having its business address for the purposes of this Agreement at 700 South West St, Jackson, MS 39201. Each Customer and Carrier may be referred to as a "Party" and collectively as "Parties."

**WHEREAS**, Customer desires to engage Carrier to provide to Customer certain telecommunications transmission capacity and related services as described more fully herein and in Service Order(s) issued hereunder;

**WHEREAS**, Carrier desires to provide said telecommunications capacity and services; and

**WHEREAS**, this Agreement sets forth the rates, terms and conditions pursuant to which Carrier will provide said telecommunications capacity and services once Customer has executed the Agreement and the Term has begun;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

### 1. DEFINITIONS

Capitalized terms used herein have the meanings set forth hereunder. Any capitalized term used but not otherwise defined herein has the meaning set forth, as applicable, in the Act or in the applicable Tariff (as those terms are defined hereunder). Terms that are neither capitalized nor otherwise defined in this Agreement are to be construed in accordance with their customary usage in the telecommunications industry. Unless otherwise stated, Section and Exhibit references refer to the Sections and Exhibits of this Agreement

**1.1. Act.** "Act" means the Communications ACT of 1934, as amended, as interpreted by the rules (including without limitation the Federal Communications Commission's Rules), orders and decisions of any Regulatory Authority.

**1.2. Adds.** "Adds" means additions to Services.

**1.3. Business Day(s).** "Business Day(s)" means any calendar day in which the Carrier's offices are open for business.

**1.4. Changes.** "Changes" means a change of transmission rate or functionality for a Service.

**1.5. Charges.** "Charges" means charge(s) incurred by Customer for Services provided by Carrier within the scope of this Agreement.

**1.6. Conduit.** "Conduit" means the conduit, tubing, pipes, or other enclosure in which the Fibers are located.

**1.7. Delete(s).** "Delete(s)" (or "to Delete") means the deletion of (to delete) one or more Services from Customer's network.

**1.8. Event of Default.** "Event of Default" means any of the events set forth in Section 10.

**1.9. Expedites.** "Expedites" means accelerated Installations, Moves, Adds, Deletes, Changes or other Service requests.

**1.10. Fiber.** "Fiber" means the optical fiber cable over which the Services are provided by Carrier.

**1.11. Installation (to Install).** "Installation" (or "to Install") means the furnishing of Services by Carrier to Customer at a Site, by the scheduled date as specified in the Service Order(s) detailed on Exhibit A.

**1.12. Installation Date.** "Installation Date" means that date upon which Carrier is to complete Installation of Services at a given Site, as specified on the Service Order(s) detailed in Exhibit A.

**1.13. Moves.** "Moves" means a change of (i) Site, or (ii) Point of Demarcation between the Carrier's network and the

Customer's facilities at a Site.

**1.14. Person.** "Person" means an individual, partnership, Limited Liability Company or partnership, corporation, business trust, trust, unincorporated association, joint venture, business unit, division or other entity of whatever nature.

**1.15. Point of Demarcation.** "Point of Demarcation" means the interface (such as a port or cross-connect at a Customer-provided RG-45 jack or other mutually acceptable equipment) between the Parties' respective facilities at a Site.

**1.16. Rates.** "Rates" means the rates for Services set forth as specified on the Service Order(s) identified on Exhibit A.

**1.17. Regulatory Authority.** "Regulatory Authority" means any federal, state, county, city or local governmental body which may lawfully exercise jurisdiction over the Services rendered under this Agreement.

**1.18. Service(s).** "Service(s)" means the telecommunications transmission capacity to be furnished by Carrier hereunder and other services provided by Carrier within the scope of this Agreement, in each case as more fully specified on the Service Order(s) detailed in Exhibit A.

**1.19. Service Order(s).** "Service Order(s)" means the initial request for Installation and all subsequent Carrier Services specified in a written document titled either "Service Order" or "Service Proposal", and signed by Customer and Carrier and attached to this Agreement, in each case as more fully specified on the Service Order(s) identified on Exhibit A.

**1.20. Service Term.** The period of time Customer has requested that the Service be provided, as identified on each Service Order. If the Service Term is not stipulated in the Service Order, a 12-month term will apply. Following each Service Term, the Services will continue on a month-to-month term unless terminated by either Party by providing thirty (30) days prior written notice to the other Party.

**1.21. Site(s).** "Site(s)" means the Customer or Carrier locations set forth on the Service Order(s) identified on Exhibit A.

**1.22. Specifications.** "Specifications" means the Service performance specifications set forth in a Tariff or as set forth in Exhibit B, whichever is applicable.

**1.23. Term.** "Term" means the period during which this Agreement shall be in effect, as set forth in Section 8.

**1.24. Third Party Services.** "Third Party Services" means telecommunications transmission capacity services provided by a Person other than Carrier that serve to replace, modify, or are to be added to the Services.

**1.25. Updates.** "Updates" means Carrier's future enhancements (if any) to the Services.

## **2. SERVICES**

**2.1. Agreement to Provide Services.** Carrier shall provide the telecommunications transmission capacity and Services provided by Carrier as more fully specified in the Service Order(s) identified on Exhibit A ("Services"). Carrier may require a credit check for Customer before providing service.

**2.2. Installation.** Carrier shall substantially complete Installation of Services at the Site(s) as specified in the Service Order no later than ninety (90) days from the applicable Installation Date specified therein; provided, however, Customer acknowledges and agrees that Carrier's ability to complete the Installation may be contingent upon Third Party Services, Customer readiness and force majeure. If Customer has ordered multiple Services, partial billing will begin as each Service is Installed and active.

**2.2.1.** Customer shall be solely responsible for the provision, operation, repair and maintenance of all equipment, facilities and service on the Customer's side of the Point of Demarcation at each Site at which Services are Installed.

**2.2.2** Carrier shall be solely responsible for the provision, operations, repair and maintenance of all equipment, facilities and service on the Carrier's side of the Point of Demarcation at each Site at which Services are Installed.

**2.2.3.** As a condition precedent to Customer's Installation obligation under this Section 2.2, Customer shall provide Carrier, at no cost to Carrier, access to, and reasonable space, power and environmental conditions at the Point of Demarcation at each Site; including, but not limited to, roof, window, equipment, battery and conduit space, air conditioning, right-of-way access and fire protection, as applicable for the particular installation. When the granting of any right-of-way access to Carrier requires the consent of third parties, Customer shall obtain such consent on behalf of Carrier.

**2.2.4.** The Parties shall arrange for Carrier's access to the Customer's Site(s) at any time reasonably requested by Carrier. Customer shall provide, promptly upon request (made in writing or otherwise), Carrier with access to Customer's Site(s) at any time to maintain or repair any of the Services, subject only to Customer's reasonable security procedures in effect from time to time.

**2.2.5.** If, on responding to a Customer-initiated service call, Customer and Carrier jointly determine in good

faith that the cause of the Service disruption was a failure, a malfunction or the inadequacy of Customer's equipment or the result of Third Party Services, Customer shall compensate Carrier on a time and materials basis, for actual time expended during the service call (rounded to the next hour), at the current rate per hour listed in the Service Order and Fees document during 8:00 a.m. to 5:00 p.m. on Business Days, and two times that rate per hour for holidays and all other times. Charges made to Carrier of these hourly rates are in addition to Charges for materials used in such service calls.

**2.2.6.** Neither Party shall adjust, align, attempt to repair, relocate or remove the other Party's equipment, except as expressly authorized in writing by the other Party. Customer acknowledges and agrees that any Moves may result in the need for additional Services and may cause Customer to incur additional fees.

**2.2.7.** Carrier's equipment shall remain under the sole and exclusive control of Carrier, and nothing contained herein shall give or convey to Customer, or any other Person, any right, title or interest whatsoever in Carrier's equipment. Carrier's equipment shall at all times be and remain personal property, notwithstanding that it may be or become attached to or embedded in realty. Customer shall not (nor shall it permit any other Person to) tamper with, remove or conceal any identifying plates, tags or labels identifying Carrier's ownership interest in Carrier's equipment. Customer shall not permit any liens, security interests or any other encumbrances whatsoever to be attached to Carrier's equipment.

**2.2.8.** All equipment sales by Carrier to Customer are final. Carrier is not the manufacturer of and will not have any duty or responsibility to maintain or service purchased equipment. Carrier makes no warranties, express or implied, as to any purchased equipment. Customer shall be solely responsible for the provision, operation, repair and maintenance of all purchased equipment, and for pursuit, application and/or enforcement of any manufacturer's warranties that may be available based on the date and terms of Customer's purchase of the equipment.

### **2.3. Subcontractors (Other Carriers).**

**2.3.1.** Carrier may subcontract some or all of the work to be performed by Carrier hereunder, subject to the terms and conditions hereof; provided, however, Carrier shall remain responsible for all subcontracted work.

**2.3.2.** Notwithstanding Section 2.3.1, other common carriers, including without limitation other local exchange carriers, interexchange carriers, wireless carriers, or cable companies, whether or not affiliated with Carrier, are not to be deemed subcontractors of Carrier for purposes of this Agreement.

## **3. RATES, CHARGES AND PAYMENTS**

**3.1. Rates and Charges.** Customer shall pay Carrier for the Services. All Charges to Customer for Services will be calculated in accordance with the Rates provided in the Service Orders identified on Exhibit A.

**3.2. Timeliness of Invoicing.** Unless otherwise set forth in a Service Order, any and all invoicing for Charges to Customer for Services shall be submitted to the Customer for payment within sixty (60) days of the Services having been provided. Customer is responsible for all charges, no matter the interval at which they are billed. Any objection to billed charges must be reported to Carrier within sixty (60) days of invoice date.

**3.3. Billing and Accounting.** Unless otherwise set forth in a Service Order, Carrier shall invoice Customer in advance on a centralized basis at Customer's notice address specified herein (or at such other address of which Customer may advise Carrier in writing in accordance with Section 11.2) for all Services and additional services provided during each calendar month or other mutually agreeable billing cycle. Customer shall pay Carrier for all Charges upon receipt of the invoice. Account is/will be considered past due fifteen (15) days after invoice date and late fees will be assessed on the last business day of the month at 1½% per month. Service is subject to interruption if the account remains unpaid for a period of thirty (30) days or more from the date of billing. Customer agrees to reimburse Carrier for all reasonable expenses, including reasonable attorney's fees, for collection of past due accounts.

**3.4. Taxes, Franchise, Licenses and Permit Fees.** Each Party shall be responsible for payment of (i) its respective federal, state, local or other applicable taxes or similar assessments and of (ii) any franchise, license or permit fees for any of its respective equipment, facilities, and/or real property. The Services are generally proposed exclusive of any federal, state, or local taxes, which shall be added to each invoice for Charges. Customer shall pay any such taxes unless a valid exemption certificate is furnished to Carrier for the State of use.

## **4. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**4.1. Compliance with Laws.** Each Party represents, warrants and covenants that its provision of equipment, facilities or services hereunder shall be, during and throughout the Term, in material compliance with all applicable laws, including without limitation, all applicable rules, regulations and policies of all Regulatory Authorities.

**4.2. Legal Authority and Enforceability.** Each of Carrier and Customer represents and warrants the following: (i) the offering (Carrier) or execution and delivery (Customer) of this Agreement, and any collateral agreements related hereto, and the consummation of all transactions contemplated hereby, have been duly authorized by all requisite corporate action; (ii) this Agreement and all other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which Customer and Carrier are Parties constitute the valid and legally binding obligations of each Party, enforceable against such Party in accordance with their respective terms; (iii) the offering (Carrier) or execution and delivery (Customer) and performance by each Party of this Agreement and the agreements provided for herein, and the consummation of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the passage of time or both, materially violate the provisions of any law,

rule or regulation applicable to such Party, violate any judgment, decree, order or award of any Regulatory Authority binding upon such Party, or conflict with or violate the terms of any other agreement by which such Party or its property is bound.

**4.3 Disclaimer.** CARRIER MAKES NO WARRANTIES EXCEPT THOSE THAT ARE EXPRESSLY SET FORTH IN THIS SECTION 4. CARRIER DOES NOT WARRANT UNINTERRUPTED, ERROR-FREE OR SECURE OPERATION WITH RESPECT TO ANY OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. FURTHER, CARRIER DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS. CARRIER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **5. LIMITATION OF LIABILITY, INDEMNITY AND WAIVER OF CLAIMS**

### **5.1. Limitation of Liability.**

**5.1.1.** The liability of Carrier regarding the Customer's loss of use of the Services or failure of or inability to use the Services during a Service Outage is limited to the Charges Customer proves were incurred during the affected period. A "Service Outage" is an interruption in the Services caused by a failure of Carrier's equipment or facilities, excluding degradation or disruption due to maintenance or an event outside Carrier's complete control. Notwithstanding the above, Carrier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, failure of other exchange carriers or telecommunications network providers, power outages, or other interruptions not within the complete control of Carrier. In addition, there will be no credits, reductions or set-offs against Charges for Services, or for downtime of Services, except as expressly set forth herein. The liability of Carrier and its affiliates related to the Services provided under this Agreement shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total of \$250.00, or up to the amount of the period of outage as a ratio to the monthly recurring service, whichever is less.

**5.1.2.** Under no circumstances will Carrier or its affiliates be liable for any of the following: (1) the content of the information passing over Carrier's network; (2) unauthorized access to Customer's equipment or transmission facilities; (3) unauthorized access or damage to, alteration, theft, destruction or loss of, Customer's records or data; (4) pain and suffering or emotional distress damages; (5) economic consequential damages (including lost profits, savings or business opportunities), even if Carrier is informed of their possibility; (6) incidental, indirect, general, special, hedonic or punitive damages, even if Carrier is informed of their possibility; (7) claims for damages caused by Customer; (8) claims against Customer by any other party; or (9) any act or omission of any other party furnishing services and/or products, or the installation and/or removal of any and all equipment or supplies by any other service provider.

### **5.2. Indemnity and Waiver of Claims.**

**5.2.1.** Customer shall indemnify, defend, and hold harmless Carrier, its officers, directors, employees, affiliates and agents from all claims, liabilities, expenses, attorneys' fees or damages (whether economic or non-economic) for physical damage to real property or tangible personal property, and/or bodily or other personal injury, including death, to the extent caused by the acts or omissions of Customer or Customer's employees, agents or contractors arising out of or related to any installation or other services that are (1) provided while at the Customer's home or business address and/or (2) related to the Services provided under this Agreement.

**5.2.2.** Customer shall indemnify, defend, and hold harmless Carrier, its officers, directors, employees, affiliates, agents and any other service provider who furnishes services to Customer related to the Services provided under this Agreement, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorneys' fees) arising out of or related to Customer's or any third party's use of the Services provided under this Agreement.

**5.2.3.** Customer shall indemnify, defend, and hold harmless Carrier from all liability, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorneys' fees) resulting from Customer's transmissions over Carrier's facilities, including but not limited to claims for libel, slander, copyright, patent or trademark infringement, and/or misappropriation of trade secrets. Customer promises and agrees that he, she or it and anyone who uses the Services provided under this Agreement, and all content exchanged using the Services, will comply at all times with all laws, regulations, and written and electronic instructions for using the Services.

**5.2.4.** Customer waives all claims or causes of action arising from or relating to Carrier's SIP or VoIP 911 Service. Customer expressly agrees that Carrier will have no liability arising from or relating to Carrier's SIP or VoIP 911 Service. Customer shall be responsible for all damages and liability that may arise from his, her or its failure to provide true, accurate, current and complete information and to maintain and promptly update such information. If Customer provides any information that is, or Carrier has reasonable grounds to suspect is, untrue, inaccurate, misleading, incomplete, or not current. Carrier may suspend or terminate or refuse any and all current or future use of the Services, or any portion thereof.

## **6. FORCE MAJEURE**

**6.1. General.** Neither Party shall be liable to the other for any delay, impairment or failure to perform during any period in which such delay, impairment or failure is (i) due to causes beyond its control, and (ii) without such Party's fault or negligence (hereinafter a "Force Majeure"), including, but not limited to, fires, floods, epidemics, third-party negligence, quarantine restrictions, war, labor disputes and freight embargoes.

## **7. RELATIONSHIP OF PARTIES**

**7.1. Authority.** The relationship between Customer and Carrier shall not be that of partners, agents, employees or a joint venture for or with one another, and nothing contained in this Agreement shall be, unless otherwise expressly set forth herein, deemed to constitute a partnership, agency, or employment agreement between them for any purpose, including but not limited to for federal income tax purposes. Neither Party has or shall have any authority to bind, assume any obligation for or incur any debt on behalf of the other Party. Customer and Carrier, in performing any of their obligations hereunder, are independent contractors and each shall discharge their respective contractual obligations at its own risk. This Agreement does not create a beneficial or other interest for any Person not a Party hereto, and nothing contained herein shall be construed to create any rights enforceable by any other Person or third party. Nothing in this Agreement is intended to provide any legal rights to anyone other than Customer (as reflected on the signature page) and Carrier.

## **8. TERM, TERMINATION**

**8.1. Term of the Agreement.** The Term of this Agreement shall commence on the Effective Date of this Agreement and shall remain in effect through the Service Term of each Service Order issued hereunder. Additionally, the effective date of any individual Service Order shall be the date such Services are installed or scheduled to be installed, if Customer requests a delay due to Customer readiness.

**8.2. Termination by Either Party.** Except as otherwise provided herein, either Party may terminate this Agreement, without liability of any kind, in the event of one or more of the following: (i) the occurrence of an Event of Default with reference to the other Party's obligations, as set forth in Section 10; or (ii) an Adverse Regulatory Determination. Service may be Terminated by Carrier, with or without notice in the event: (i) if acts of Customer, including furnishing false credit information, are such as indicate intent to defraud Carrier; (ii) Non-payment of amounts due; (iii) Violation of regulatory requirements, federal or state law or intentional abuse of the service. Carrier may also terminate with thirty (30) days written notice in the event it becomes unable to continue provision of service as contracted for due to failure of hardware or software, failure of communications services, failure of other exchange carriers or telecommunications network providers, power outages, technology changes, or other conditions/interruptions not within the complete control of Carrier.

In the event Customer terminates service before the expiration of the Service Term commitment listed on the Service Order, Customer shall pay the remaining months to fulfill the Term times the monthly Rate on the Service Order. If construction is found to be required to provide the service after the order is signed, Carrier will advise Customer of the additional charges and Customer will have the option to terminate the service order. Customer must give thirty (30) days notice in writing to terminate service.

**8.3. Service Orders.** Individual Service Orders may carry their own Service Term and/or termination procedures that apply to that specific contracted service, and in such case, such Service Term and procedures shall govern the service provided under the Service Order only.

## **9. SERVICE LEVELS**

**9.1 General.** The Service level commitments ("Service Levels") for Services are provided in the applicable Service Orders or are posted on the Carrier website at [www.tec.com/terms](http://www.tec.com/terms) for each Service. Service Levels generally do not apply to services provided by third parties, during periods of force majeure or during Service maintenance ("Excused Outages"). If Carrier does not meet a Service Level (based on Carrier's records) applicable service credits will be issued upon Customer's request to Carrier. Credits must be requested within sixty (60) days after the event giving rise to the credit. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the Service Levels (if any).

## **10. EVENTS OF DEFAULT AND REMEDIES**

**10.1. Default by Carrier.** An Event of Default shall have occurred with respect to Carrier if Customer experiences with respect to the Service, in the aggregate on a network-wide basis, ten (10) or more interruptions (which do not qualify as Excused Outages, see Section 9.1) during any consecutive period of six (6) calendar months, resulting in a cumulative disruption of Services of seventy-two (72) hours or more. Carrier must be notified by Customer of interruption in a timely manner.

**10.2. Default by Customer.** An Event of Default shall have occurred with respect to Customer if Customer shall have failed to make payment due in accordance with the provisions hereof within thirty (30) calendar days of Customer's receipt of invoice.

**10.3. Default by Each Party.** Events of Default, with respect to either Party, shall have occurred by reason of any of the following: (i) any material misrepresentation or material breach of any warranty, representation or obligation contained in this Agreement; (ii) either Party ceases to do business as a going concern; or (iii) either Party makes a general assignment for the benefit of, or enters into any composition or arrangement with creditors; is unable to or admits in writing its inability to pay its debts as they become due; authorizes, applies for, or consents to the appointment of trustee or liquidator of all or substantial part of its assets or has proceedings seeking such appointment commenced against it which are not terminated within sixty (60) days of such commencement; files a voluntary petition under any bankruptcy or insolvency law or files a voluntary petition under the reorganization or arrangement provisions of the laws of the United States pertaining to bankruptcy or similar law of any jurisdiction or has proceedings under any such law instituted against it which are not terminated within sixty (60) days of such commencement; or has any substantial part of its property become subject to any levy, seizure, assignment or sale for or by any creditor or governmental

agency without said levy, seizure, assignment or sale being released, lifted, reversed or satisfied within ten (10) days thereafter.

**10.4. Remedies.** Either Party, in addition to all other remedies hereunder, may terminate this Agreement, upon the occurrence of an Event of Default by the other; provided, however, that the Party seeking termination shall have previously given the other Party notice of such Event of Default, specifically stating the nature of such Default, and (except with respect to Customer's payment obligations or a default by either Party under Section 10.3 (iii) hereof) thirty (30) days from the date of receipt of such notice to cure such Event of Default.

## **11. MISCELLANEOUS**

**11.1. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns. This Agreement shall be deemed automatically assigned to any successor-in-interest to either Party created by merger, acquisition, consolidation, spin-off or divestiture. Otherwise, this Agreement may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

**11.2. Notices.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid; or (iv) by email (followed by confirmation on the following business day by mail as aforesaid). All notices given under this Agreement shall be addressed, in the case of Customer, as noted on the Service Order; and in the case of Carrier, as follows:

TEC of Jackson, Inc.  
Attention: Customer Care Manager  
700 South West St.  
Jackson, MS 39201

Personal delivery to a Party or to any officer, partner, agent, or employee of such Party at its address herein shall constitute receipt. The following shall also constitute receipt: (i) a Party's rejection or other refusal to accept notice, and (ii) the inability to deliver to a Party because of a changed address of which no notice has been received by the other Party. This Section shall not be construed in any way to affect or impair any waiver of notice or demand herein provided.

**11.3. Governing Law.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of the Customer's primary service location, as designated on the final (signature) page of this Agreement, without regard to that State's choice of law provisions.

**11.4. Construction of the Agreement.** To the extent possible and reasonable, this Agreement shall be construed in conformity with and not in conflict with applicable Tariffs (if any) and regulations.

**11.5. No Waiver.** No waiver of any of the provisions of this Agreement shall be binding on either Party unless evidenced by a written notice or amendment signed by an authorized representative of the Party to be bound.

**11.6. Disputes; Arbitration.** Carrier's first intent is always to solve any dispute through constructive negotiation. Therefore, the Parties agree that in the case of any controversy, dispute, or claim, arising out of, or relating to, this Agreement, or breach thereof, shall first be settled through good faith negotiation. Representatives from Carrier and Customer agree to first work toward resolution. If, within ten (10) business days, the issue cannot be resolved, it will be escalated to a designated member of executive management for each Party who agree to meet within five (5) business days to address the issue. If it cannot be settled through negotiation, any dispute or claim arising out of, or relating to, the Services and/or this Agreement shall be subject to arbitration administered under the commercial arbitration rules of the American Arbitration Association ("AAA") in Jackson, Mississippi or such other location as the Parties may mutually agree. The Parties shall mutually select an arbitrator who shall be a licensed member of the State Bar in the State in which the arbitration will be conducted with at least ten (10) years of experience with commercial contracts, including, if possible, telecommunications industry contracts. If the Parties cannot mutually agree on an arbitrator, the Parties shall request from the AAA a list of three (3) qualified arbitrators, and each Party may strike one (1) member of the panel; the remaining member of the panel shall be the arbitrator. No pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator shall apply the laws of the State of the Customer's primary service location, as designated on the final (signature) page of this Agreement, without regard to its choice of law provisions. The award and any findings of the arbitrator must be filed within thirty (30) calendar days of the arbitration hearing; such judgment shall be issued in writing and based upon legal principles. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties further agree that the arbitrator shall have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. Nothing contained in this section will limit either Party's ability to seek injunctive relief in any court. The Parties will mediate and arbitrate disputes in confidence. Each Party shall bear its own costs incurred in connection with the arbitration. Other costs will be allocated as the arbitrator directs. **THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF SUCH CLAIM OR DISPUTE.**

**11.7. Entirety of Agreement.** This Agreement (together with its Exhibits attached hereto and Service Orders identified therein) and all terms and conditions listed at [www.tec.com/terms](http://www.tec.com/terms) (including, but not limited to the Digital Millennium Copyright Policy, the Fair Access Policy, the Internet Acceptable Use Policy, the Privacy Policy and any other policy posted on the website) constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings and agreements, written or oral, and may not be modified or altered except by a written instrument duly executed by the Parties. In the event of any conflict between this Agreement and any Service Order, the Service Order shall govern with respect to that Service Order only.

**11.8. Severability.** Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

**11.9. Caption Headings.** Captions and Section headings used in this Agreement are for convenience only and shall not be used to interpret any provision hereof.

**11.10. Remedies Cumulative and Nonexclusive.** Except as otherwise set forth herein, all remedies provided for in this Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other remedies available to either Party at law, in equity, or otherwise.

**11.11. Survival.** The following provisions of this Agreement shall survive its termination (for any reason whatsoever) or expiration: Section 3, Rates, Charges and Payments; Section 4, Representations, Warranties and Covenants; Section 5, Limitation of Liability, Indemnity and Waiver of Claims; and any other provision which by its terms or by any reasonable interpretation thereof is intended to survive termination or expiration.

**11.12. Agreement Not Exclusive.** Except as otherwise provided herein, this Agreement is not exclusive and either Party may engage in and possess interests in other business ventures of any nature whatsoever, and may conduct and in engage in all other activities in connection with the sale, lease, purchase, or provision of other communications facilities and services.

**11.13. Time of Essence.** Time is of the essence in the performance under this Agreement.

**11.14. Further Assurances.** From and after the date of this Agreement, each of the Parties shall, from time to time, at the request of the other Party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things and instruments as may be reasonably requested or required more effectively to evidence and give effect to the transactions contemplated by this Agreement.

**IN WITNESS HEREOF,** the Customer identified herein has caused this Master Service Agreement to be executed by its duly authorized officer and/or other authorized individual representative as of this, the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Customer Name: \_\_\_\_\_

Customer Billing Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

State of Primary Service  
Location (AL, LA, MS, TN)  
(as referenced in sections  
11.3 and 11.6, herein): \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_