

FASTBLUE COMMUNICATIONS, INC. MASTER SERVICE AGREEMENT

Customer: [] ("Customer")

This Master Service Agreement (this "Agreement") is made effective as of the date of the first circuit or service installation (the "Effective Date"), by FastBlue Communications, Inc., a California Corporation ("FASTBLUE" or "Carrier"), and Customer. Customer's agreement with Carrier consists of this Agreement and a completed Customer Service Order Agreement, which is subject to this Agreement and is incorporated herein. By enrolling in, using or paying for Carrier's services, Customer agrees to the rates, charges and terms and conditions in this Agreement. This Agreement is not binding on Carrier unless and until Carrier accepts Customer's application for service.

1. Services. This Agreement authorizes Carrier to provide Dedicated Internet Access, Private Line Service, and/or other services for the Customer, as noted on the Customer Service Order Agreement, and subject to the terms and conditions in this Agreement (the "Services"). Any proposal and/or order form made by any representative of Customer shall not be valid or binding on FASTBLUE until it has been duly accepted and executed by an authorized FASTBLUE employee in FASTBLUE's Order Acceptance Group. Customer understands that Carrier utilizes various underlying carriers to provide network services for its Customers, and reserves the right, without Customer's consent, to change underlying carriers at any time during the term of the Agreement.

2. Effective Date and Term. This Agreement shall become effective on the Effective Date and shall continue for 36 months from the Effective Date, and shall then automatically renew for successive one (1) year periods unless either party gives written notice to the other party of non-renewal at least sixty (60) days prior to the end of the applicable period. Unless expressly stated otherwise in a Customer Service Order Agreement, each Customer Service Order Agreement shall automatically renew for successive one (1) year periods following the end of the initial term set forth in the applicable Customer Service Order Agreement, unless either party gives written notice to the other party of non-renewal at least 60 days before the end of the applicable period. Notwithstanding the foregoing, either party may terminate this Agreement upon thirty (30) days written notice to the other party if no Customer Service Order Agreement is in place as of the effective date of termination.

3. Payment Terms and Charges. All amounts stated on each monthly invoice for Customer are due and payable within thirty (30) days from the receipt of invoice. FASTBLUE may send out its invoices as early as sixty (60) days before the applicable service date.

a) If Customer fails to pay any past due invoice, all outstanding invoices, including any unbilled usage, shall become immediately due and payable, and Customer shall be in default if such amounts are not fully paid within fifteen (15) days of written notice to Customer. Past due amounts shall be subject to interest charges at the rate of (i) 1.5% per month, or (ii) the maximum rate permitted by law, from the date payment is due until paid.

b) If notice of a dispute as to charges is not received in writing by Carrier within forty-five (45) days after receipt of invoice, such invoice shall be deemed to be correct and binding upon Customer. Customer must pay all undisputed charges per the terms of this Agreement.

4. Taxes and Surcharges. Any applicable sales, use, excise, public utility or other taxes, fees or regulatory costs, administrative or regulatory surcharges and fees, and/or charges imposed on Carrier as a result of providing the Service ("Taxes") will be added to Carrier's invoices as permitted or required by law. If Customer is exempt from payment of any Taxes, Customer may provide Carrier with an original Tax Exempt Document. Tax exemption will only apply to Taxes incurred after the date Carrier receives the Tax Exempt Document (Customer cannot receive credit for any Taxes already paid by Carrier). Customer represents that the address provided to Carrier for billing purposes is Customer's business street address. Customer shall pay such Taxes and indemnify FASTBLUE from any liability or expense incurred by FASTBLUE in connection with such Taxes.

5. Cancellation / Default. Carrier may at any time, without liability, suspend, discontinue, or cancel an application for service, or require Customer to deposit funds as security for any of the following reasons:

- a) Non-payment by Customer of any sum due to Carrier for service for more than forty (40) days after receipt of invoice for such service.
- b) If Customer provides false or misleading Customer credit, billing or other information.
- c) The filing of any voluntary or involuntary Petition in the bankruptcy court which names Customer as the debtor.
- d) If Customer terminates this Agreement prior to the end of the initial term or any renewal thereafter, or has service discontinued for failure to pay.
- e) If Carrier is ordered or requested to terminate service by a governmental entity.
- f) If Carrier detects fraudulent use of its services or if services provided to Customer are having a material or adverse effect on Carrier's network.

Carrier will provide written notification to Customer such action is taken. Customer is responsible for payment of all charges for services furnished to Customer. This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service, systems, equipment or facilities undertaken or caused by third parties, including without limitation Customer's employees.

6. Service Level Agreements. FASTBLUE will provide the Customer with the same service level agreements as are provided to FASTBLUE by the telecommunications carrier set forth in the applicable Customer Service Order Agreement, and the terms and conditions of such service level agreements are hereby incorporated into this Agreement by reference, even if not set forth in or attached to this Agreement. Since FASTBLUE is not placing any network equipment between carrier and Customer, there will be no degradation of service and exact service level agreements as provided by Carrier will be passed along to Customer.

7. Indemnification. Customer and FASTBLUE, shall each defend, indemnify and hold harmless the other party and its parents, subsidiaries, and affiliates, and their respective officers, directors, members, stockholders, employees, contractors and agents from and against all claims, losses, and liabilities, including attorneys' and experts' fees and court and settlement costs ("Claims"): (i) arising from or in connection with the negligence, wrongful misconduct or strict liability in tort of the respective indemnifying party, its employees, agents, or contractors in connection with this Agreement or the provision of Services hereunder; (ii) arising from or in connection with failure to obtain approval, consent, or authorization, (iii) based on either party's violation of any law or any rule or regulation; (iv) arising from or in connection with actual or alleged infringement or misappropriation of any intellectual property rights of a third party; (v) based on libel, slander, infringement of copyright, trademark, trade name or trade secret arising out of the content of Customer's transmissions using Carrier's service and equipment; or (vi) based upon fraud arising out or in connection with this Agreement or the Services. Each party shall provide prompt written notice of any Claim to the other party. Neither party shall agree to a settlement of any such Claim that is detrimental to the interest of the other party without the other party's written consent. This indemnification provision shall survive the expiration or termination of the Agreement.

8. Enforcement and Liability. OTHER THAN LIABILITY FOR INFRINGEMENT AND BREACH OF CONFIDENTIALITY, WHICH IS EXPRESSLY NOT LIMITED, CARRIER'S TOTAL LIABILITY TO CUSTOMER OVER THE TERM OF THIS AGREEMENT IS LIMITED AS FOLLOWS:

- a) Carrier is not liable for any act or omission of any other company or companies furnishing a portion of their services to Customer.
- b) Customer acknowledges that Carrier is acting only as a reseller of services and equipment provided by third parties. Carrier's sole liability under this Agreement for interruption of service or failure of equipment shall be limited to that amount of Carrier's actual fixed charges incurred by Customer during the period of such interruption. Carrier shall not be liable for any interruption caused by the negligence or willful act or omission of Customer or any third party furnishing any portion of the service hereunder. CARRIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO

LOST REVENUES OR PROFITS, FAILURE OF 911 OR OTHER FEATURES, EVEN IF CARRIER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

c) Customer shall be liable to Carrier for any loss or theft or damage to any of Carrier's equipment located on Customer's premises, however caused. A party shall be liable to the other party for any legal fees and other costs incurred to enforce the terms of this Agreement, including those fees and costs incurred for the collection of delinquent accounts.

d) The parties shall attempt in good faith to resolve any disputes arising under this Agreement, other than any dispute alleging fraud or willful misconduct by either party. If they cannot, then either party may elect arbitration administered by JAMS, Inc. under its Comprehensive Arbitration Rules or, if the amount in controversy is less than \$250,000, its Streamlined Arbitration Rules, and both parties are obligated to proceed thereunder. Arbitration shall occur in California and the parties agree to be bound by the arbitrator's award, which may be filed in the Superior Court of the State of California. The parties consent to the jurisdiction of California courts for enforcement of this determination by arbitration. In any arbitration proceeding, both parties shall have the right to conduct discovery, to call witnesses and to cross-examine the opposing party's witnesses, either through legal counsel, expert witnesses or both, and the provisions of the California Code of Civil Procedure (Right to Discovery; Procedure and Enforcement) are incorporated into this Agreement by this reference. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of any state or federal court sitting in the State of California, in any suit, action or proceeding arising out of or relating to this Agreement. No claim, action, suit or arbitration of any kind may be commenced against either party more than one (1) year after the date upon which such claim, action, suit or cause of action first accrued or occurred.

9. Publicity/Press Releases. During the Term and after the termination or expiration of this Agreement, Carrier shall not publish or use any of Customer's or Customer's affiliates' name, marks, logos, and/or trademarks in connection with any advertising, sales, promotion, press releases, and other publicity relating to this Agreement without Customer's prior written approval. Customer's approval may be arbitrarily withheld.

10. Assignment. Neither party may assign the Agreement without the other party's prior written consent, which shall not be unreasonably withheld, except that no such consent shall be required for a party to assign its rights or transfer its obligations to another party owning or acquiring a majority of its stock or substantially all of its assets, in which case the assigning or transferring party shall provide written notice to the other party of any such assignment or transfer. Subject to this restriction, the Agreement shall inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective parties.

11. Notices. Written notices to Customer shall be considered given and received by Customer on the third day after the date deposited in the U.S. Mail addressed to the address of record in Carrier's billing records or immediately upon delivery using electronic means such as e-mail or fax upon confirmation of receipt of such electronic means. Written notice to Carrier shall be considered given when received in writing at Carrier's corporate offices.

12. Attorney's Fees and Costs. If any legal action (including arbitration) is brought to interpret or enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees. If either party is compelled to become a participant in any action, suit, or proceeding as a result of the other party's actions or omissions, such party shall have the right to prompt reimbursement from the other party of its costs and attorney's fees incurred in connection therewith.

13. Additional Services. Customer and FASTBLUE agree that the provision of the following Services by FASTBLUE (if any) may be subject to additional terms and conditions required by a third-party. Such terms and conditions are attached to this Agreement and, if indicated below, are hereby incorporated by reference.

- 1. Dedicated Internet Connection_____
- 2. Private Line_____
- 3. Dark Fiber_____
- 4. SD-WAN/SASE (Managed Security)_____

14. General Provisions. This Agreement, together with the Customer Service Order form and any exhibits and addenda attached hereto, each of which is hereby incorporated by reference, contains the entire agreement between the Parties and supersedes and merges all prior offers, agreements, and statements, to the making of this Agreement

relied upon by either Party, whether written or oral, between or among Customer and Carrier as well as Carrier's agents, employees, and/or sales persons. If any provision of this Agreement is held void or invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement. This Agreement is made solely between and for the benefit of FASTBLUE and Customer, and no third party shall have any right to enforce any right, claim, or cause of action created under this Agreement. This Agreement is voidable by Carrier if the text is modified without the written or initialed consent of an officer of Carrier. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an officer of Carrier.