UNION TELEPHONE COMPANY
Phone: 888.926.2273
Postal Mail: Union Telephone . PO Box 160 . Mountain View WY 82939
Physical: Union Telephone . 850 N Hwy 414 . Mountain View WY 82939

SERVICE ORDER FORM

Customer

Name
Daggett County

Order Information

Order Date
1/29/2024
Order #
1292024
Master Service Agreement Number
1292024
Master Service Agreement Execution Date
1/29/2024
Service Order Term (Months)
60

SERVICE PRICING		INSTALLATION PRICING	
Item	Monthly Recurring Cost	Item	Price
Network Access	756	Onetime Non-Recurring Cost	0
		Special Construction NRC	
Total Monthly Recurring Charge	$756.00	Total NRC	$0.00

DIA ONLY Static IP Block Options	*IPv6 BGP Peering is available and will require special engineering considerations
DIA ONLY IP Block Option	5 Usable IP's NRC $100 MRC $25

TERMS and CONDITIONS

This Service Order is incorporated into the above-referenced Master Service Agreement (the "Agreement") executed by Union Telephone Company ("Union Telephone") and Customer (named in form above) provided it is signed by both Parties, shall be deemed a part of this Agreement, incorporated by this reference and shall be subject to the terms and conditions contained in the above-referenced Master Service Agreement.

Customer is Responsible for Private Property Locates

If underground construction is required to deliver the service, our construction crews will request a Utility Locate. However, the Utility Locate does not cover Underground Private Property such as customer-owned power and communications lines, fuel tanks, propane lines, wells, septic systems, sprinklers, etc. You (the Customer) need to ensure that any private property underground systems are clearly marked by yourself or a third party and are communicated to the construction crew during their site visit with the Customer's Local Contact prior to construction of the service drop.

SIGNATURE

Customer	
Signature	
Printed Name	Jesse Platt
Title	
Date	

SERVICE ORDER FORM - CUSTOMER CONTACTS	
Order Initiator Contact	
Name	
Jesse Platt	
Email	Phone
jplatt@daggettcounty.org	801-635-0503
Billing Contact	
Name	
Keri Pallesen	
Choose Bill Delivery Method	Phone
PO Box 219, Manila, Ut, 84046	435-784-3210
Technical Contact	
Name	
Jesse Platt	
Email	Phone
jplatt@daggettcounty.org	801-635-0503
Maintenance Contact	
Name	
Jesse Platt	
Email	Phone
jplatt@daggettcounty.org	801-635-0503

SERVICE ORDER FORM, Dedicated Internet Access CONT.

Order Information DIA (LEAVE BLANK IF NOT APPLICABLE)

Order Type	Requested Due Date	Circuit ID (if existing)	Related Orders
Upgrade	1/29/2024		
Product	Bandwith (Mbps)		
DIA Dedicated Internet Access	1000Mbps		

DIA IP Address Range	IPv6 BGP Peering
5 Usable IP's NRC $100 MRC $25	No

Service Location DIA (LEAVE BLANK IF NOT APPLICABLE)

Company	
Daggett County	
Service Address	Lat/Long
95 N First Street , Manila, Ut 84046	40.9891535, -109.7262999
	NID Mount Type
	Existing NID
NID Mount Location	NID Environmentals
Existing NID	Existing NID
NID Power	User-Network Interface
Existing NID	Existing Port
Location Notes	

SERVICE ORDER FORM, CONT.
Additional Remarks
Existing Circuit ASR price change on Renewal.

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

Master Service Agreement Terms

This AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20___, ("Effective Date") by and between Daggett County Utah, ("Recipient") with its principal offices at 95 North 1st West, Manila, Ut,84046, and Union Telephone Company, d.b.a. Union Wireless, a Wyoming Corporation, with an office at 850 North Highway 414, P.O. Box 160, Mountain View, Wyoming, 82939, ("Union"), individually "Party," collectively "Parties."

WHEREAS, Recipient desires to obtain Service(s), as more fully described in this Agreement and any Service Orders incorporated hereto ("Service" or "Services"), from Union and Union is willing to provide the desired Service(s) pursuant to the terms and conditions set forth herein;

NOW THEREFORE, Recipient and Union hereby mutually agree as follows:

I. Service Offering and Rates.

Upon the Effective Date of this Agreement, the Parties will take action in furtherance of the Services pursuant to the terms of this Agreement. Services are offered at the rates set forth in the Service Order(s) signed by both parties and attached to this Agreement, and pursuant to any additional terms specific to each Service. Union will provide the Service(s) ordered as appearing on Union's Service Order Form (collectively "Service Orders"). Subsequent Service Orders, if any, shall be incorporated herein. Any and all such Service Orders, are a part of this Agreement and are subject to the terms and conditions set forth in this Agreement. Union may not increase pricing to Recipient during the Minimum Service Period set forth in the applicable Service Order, except to reflect increases in rates incurred by Union from unaffiliated third-party vendors and any increases in rates incurred by Union from affiliated third-party vendors which are mandated by federal or state authorities with appropriate jurisdiction. Any third-party costs subject to potential cost increases are to be disclosed by Union in writing at Service Order inception. After both Parties have signed a Service Order, if Recipient requests any changes to the engineering, provisioning, configuration, premise location or any other material provision of the Service Order, and if such change is agreeable to Union, Recipient shall be charged on an individual case basis a mutually agreed upon fee for the additional work Union incurs as a result of the request.

This Agreement is entered into based upon credit approval by Union Telephone. In the event it is determined that credit thresholds have not been reached or payments are not received in a timely fashion, deposits by Recipient may be required to continue service with Union Telephone.

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

Recipient agrees to pay any deposits which may be required by Union Telephone to secure Recipient's account. Such deposits may be returned only after all billings rendered have been paid in full for the period of this Agreement at issue. Such deposits may be returned only after 6 months of consecutive on-time payment. Should there be an unpaid balance on a bill or if Recipient is disconnected for non-payment within the term of the Agreement, Union Wireless may apply Recipient's deposit and any accrued interest to Recipient's unpaid billings. Any credit remaining from the deposit will be refunded after all Recipient financial obligations to Union Telephone have been processed and paid, including but not limited to, toll charges, local and roaming airtime charges, early termination fees and service order charges.

II. Service Orders/Additional Service Orders.

Each Service Order shall set forth the date upon which Recipient requests that Service be installed "Requested Service Date," the nature of the Service to be installed, the Minimum Service Period of the requested Service, the construction charges, if any, and the applicable non-recurring, recurring and other charges. In the event of a signed Service Order with a to be determined ("TBD") service date, Union will issue a written firm order confirmation within a reasonable period of time after receipt of the signed Service Order.

Additional Service Orders may be prepared by Union from time to time for additional Services to Recipient, or for reconfiguration of existing Recipient Services. Each additional Service Order, provided it is signed by both Parties, shall be deemed a part of this Agreement, incorporated by this reference and shall be subject to the terms and conditions contained in this Agreement.

III. Definitions.

All terms contained in this Agreement that begin with an upper-case letter shall have the definitions expressly provided within this Agreement.

A. **"Minimum Service Period"** means the minimum amount of time for which a Service must be subscribed to and paid for and which commences on the Service Date and ends at the expiration of the Service Term specified in the Service Order.
B. Unless defined differently in an accepted Service Order, an **"Interruption"** means a complete interruption of transmission for a particular communications path within a particular Service.
C. **"Invoice Date"** means the issuance date on the invoice, provided the issuance date is also the date the invoice is mailed to the Recipient, otherwise the invoice date is the date the invoice is first mailed to the Recipient.
D. **"Service Date"** means the Requested Service Date for implementation of Service noted in each Service Order or the date transmission capacity first becomes available to Recipient pursuant to the Service Order, whichever is later.
E. **"Off-Network"** means facilities used by Union to provide the Service(s) which are not owned by Union.

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

IV. Effective Date, Agreement Term, and Renewal.

Unless terminated earlier pursuant to other Sections of this Agreement, this Agreement shall be in effect as of the Effective Date first written above and for a period of: five (5) years thereafter; or, the expiration of the last Minimum Service Period under any executed Service Order subject to this Agreement; or, if Service is being supplied after the Minimum Service Period, such Agreement shall continue on a month-to-month basis; whichever date is latest ("Agreement Term").

V. Start of Service, Minimum Service Period, and Service Acceptance.

A. The Minimum Service Period with respect to each Service provisioned pursuant to this Agreement shall be the Service Term specified on each corresponding Service Order. Union shall use commercially reasonable efforts to deliver each requested Service on or before the Requested Service Date as noted in a fully executed Service Order. However, the inability of Union to deliver Service by the Requested Service Date shall not constitute a default under this Agreement, *provided that* Service is delivered within thirty days after the Requested Service Date, or the inability of Union to deliver Service by the Requested Service Date is due to circumstances not within Union's control. If, at the conclusion of the Minimum Service Period for the Service Order, Recipient does not elect to sign a new Service Order with Union for a Minimum Service Period, Union shall, at its option, continue to provide the Service to Recipient, subject to the terms and conditions of this Agreement, on a month-to month-basis, cancellable by either Party on thirty days' written notice at the rate reflected in the Service Order for the most recently completed Minimum Service Period.

B. Upon installation and testing of the Service ordered in any Service Order, Union will notify the Recipient as to the completion of the Service Order either in writing, or via e-mail. Upon receipt of notification, Recipient shall have a period of ten (10) Business Days to confirm that the Service has been installed and is functioning properly. Unless Recipient delivers written or e-mail notice to Union within such ten (10) Business days that the Service is not installed in accordance with the Service Order and functioning properly, the Service shall be deemed accepted, transmission capacity shall be deemed available and billing shall commence, regardless of whether Recipient is otherwise prepared to accept delivery of the ordered Service. In the event that the Recipient notifies Union within the time period stated above that the Service is not installed and functioning properly, then Union shall correct any deficiencies in the Service, and deliver a new completion notification date to Recipient which will then be subject to testing by Recipient in accordance with the time frames and process described above in this subsection. This process will repeat until the Service is accepted or deemed accepted by Recipient, and the new Service Date shall be the date the Service is accepted or deemed accepted by the Recipient, whichever is earlier.

VI. Payment Terms, Late Fees and Billing Disputes.

A. Service prices set forth in the Service Orders are in US Dollars. Recipient shall pay Union for

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

Services at the rates and charges listed in the Service Orders. Union will issue monthly invoices to Recipient for all non-recurring and recurring charges and applicable taxes for all Services specified in the Service Orders, other than construction charges which are treated separately as set forth in Subsection (B) of this section. Payment from Recipient for all monthly invoices is due within thirty (30) days of the Invoice Date, subject to the Billing Dispute procedures set forth in Subsection (C) of this Section. Any past due amounts are subject to a late payment fee of the lower of one and one-half percent (1.5%) per month or the highest rate permitted by law, plus all reasonable costs of collection, including but not limited to attorneys' fees, costs and expenses.

B. Construction charges will be due in two (2) installments: (1) 75% of the total Construction Charges set forth in the Service Order are due within fourteen (14) days of the signed Service Order; and, (2) the remaining 25% of the total Construction Charges set forth in the Service Order are due within thirty (30) days after the Invoice Date for the newly constructed Services which Recipient has accepted or which have been deemed accepted. Any past due Construction Charges are subject to a late payment fee of the lower of one and one-half percent (1.5%) per month or the highest rate permitted by law, plus all reasonable costs of collection, including but not limited to attorneys' fees, costs and expenses.

C. Recipient has an affirmative obligation to provide Union with written notice and supporting documentation for any good-faith dispute of charges in an invoice (a "Billing Dispute") within forty-five (45) days of the Invoice Date. Recipient must pay the amount or portion of the invoice that is not subject to a Billing Dispute in accordance with the payment terms. If Recipient does not report a Billing Dispute to Union within forty-five (45) days of the Invoice Date, Recipient shall have irrevocably waived its right to dispute the invoice and any amounts billed pursuant to the invoice. Union will use commercially reasonable efforts to resolve Billing Disputes within forty-five (45) days after its receipt of the Billing Dispute notice. If a Billing Dispute is not resolved within forty-five (45) days after receipt of such notice, Recipient shall pay the disputed amount to Union and may commence litigation against Union without further informal conference in accordance with Section XVIII (H). If the Billing Dispute is resolved in Union's favor, the late payment fees under this Section VI shall apply to the disputed amount for any period of time the disputed amount was past due and not paid. In addition, if the Billing Dispute is resolved in Union's favor, Recipient shall pay all of Union's collection costs, litigation costs and reasonable attorneys' fees, if any. If the Billing Dispute is resolved in Recipient's favor, the late payment fees shall not apply, and Union shall promptly credit Recipient's account for the amount billed in error, and, shall pay for all of Recipient's reasonable legitimate demonstrable costs resulting from any Billing Dispute, including but not limited to reasonable attorneys' fees.

VII. Taxes and Surcharges.

In addition to the charges noted in each Service Order, Recipient shall pay any federal, state or local taxes and/or surcharges applicable to the Service provided by Union. Recipient will not be liable for any federal, state or local taxes and/or surcharges incurred by Union as a result of Union's ownership or use of the facilities; Union's right to conduct business within a government jurisdiction; or which are based upon or attributable to Union as a result of Union's

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

income. Each Party shall be independently responsible for payment of all federal, state, and municipal taxes, chargeable or assessed with respect to its employees, such as social security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Invoices will contain an itemized description of expenses, charges, costs and all applicable taxes and/or surcharges. Union will not collect applicable taxes and/or surcharges upon receipt of written official certification from Recipient of its exemption from such.

VIII. System Maintenance.

A. Scheduled maintenance of Union's network will not normally result in Service Interruption or outage. However, in the event scheduled maintenance should require a Service Interruption or outage, Union will exercise commercially reasonable efforts to (i) provide Recipient with five (5) days' prior written notice of such scheduled maintenance, (ii) work with Recipient in good faith to attempt to minimize any disruption in Recipient's services that may be caused by such scheduled maintenance, and (iii) perform such scheduled maintenance during the non-peak hours of 12:00 a.m. (Midnight) until 6:00 a.m. local time.

B. Union may, with advance written notice to Recipient substitute, change or rearrange any equipment, facility or system used in providing Service any time and from time to time, provided, such substitutions, changes or rearrangements of equipment, facilities or systems shall not impact the Services or alter the Services as specified in each individual Service Order. Any changes, substitutions or rearrangements which may impact the Service(s) will require advance written notification to, and written consent of the Recipient, which will not be unreasonably denied, conditioned, or delayed.

C. Union may charge Recipient for service calls at the rate generally charged by Union to its customers.

IX. Off Network Services.

Recipient may from time to time request that Union obtain Services from and enter into contracts with third parties for facilities which are not owned or controlled by Union ("Off-Network Services"). Recipient shall assume all responsibility for and all liability for and indemnify, defend and hold harmless Union on all claims and all charges for Off-Network Services provided at the request of Recipient hereunder and agreed to and appearing on a Service Order, including, but not limited to, termination or cancellation charges or penalties. Under no circumstances shall Union be liable to Recipient, or any other person for delay in installation, interruption of, quality of, or terms and conditions of Off-Network Services.

X. Allowance for Interruption of Service.

A. To report an Interruption in Service, Recipient should contact Union's designated Service Representative by phone. Recipient agrees to provide Union with supporting

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

information as reasonably requested by Union, and to the extent such information is available to Recipient, which may include (as applicable), without limitation, affected Service ID, Service end-point(s), IP addresses, originating phone number and terminating phone number.

B. A "Service Interruption" will be deemed to have occurred only if the Interruption of Service to Recipient is a result of a failure within the Union-owned or operated facilities and/or the facilities of any Union affiliate, as applicable, and only where the Interruption:

   a. Is not the result of:

      i. The negligence or acts of Recipient or its agents; or
      ii. Circumstances or causes beyond the control of Union, including those of Force Majeure (including DDoS), stated in Section XVIII (F) hereof; or
      iii. Is not caused by scheduled Service maintenance, alteration, or implementation.

C. If a Service Interruption exceeds the mean time to repair stated in Appendix A after the Recipient Report, Recipient may receive a credit from Union calculated as set forth in the Service Order or as otherwise agreed by the Parties, provided Recipient is current in its payment obligations under this Agreement and further provided Recipient delivers a written request to Union for a credit, with sufficient detail necessary to identify the affected Service, within thirty (30) days of the Service Interruption. The Service Interruption shall be measured from the time of notice by Recipient to Union that an Interruption has occurred, to the time of restoration of Service to Recipient. The total amount of the credit shall not, in any event, exceed the previous month's monthly "Service Provider Charge."

D. When Service provided under one (1) or more Service Orders includes more than one (1) communications path, the Service Interruption credit allowance shall apply only to the path(s) affected by the interruption.

E. In the event Recipient experiences Chronic Outages (as defined below) with respect to any Service, Recipient is entitled to terminate the affected Service, Service Order or this Agreement without further obligation or termination liability, by providing Union with written notice within thirty (30) days following the date such Chronic Outages accrue. "Chronic Outages" is defined as four or more Service Interruptions, each consisting of thirty (30) or more minutes in any sixty (60) day period.

F. SLA terms are defined in Appendix A, B, & C of this agreement and are incorporated by reference into this Agreement.

XI. Confidentiality.

A. *Confidential Information*. As used in this Agreement, "Confidential Information" means information not generally known to the public, and maintained by the Party disclosing the information ("Disclosing Party") to the other Party as confidential, whether of a technical,

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

business or other nature that relates to the Services provided pursuant to this Agreement or that, although not related to such Services, is nevertheless disclosed as a result of the Parties' discussions pertaining to this Agreement and in that regard, should reasonably have been understood by the Party receiving such information ("Receiving Party"), because of (i) legends or other markings, (ii) the circumstances of disclosure, or (iii) the nature of the information itself to be proprietary and confidential to the Disclosing Party. Confidential Information may be disclosed in written or other tangible form (including information in computer software or held in electronic storage media) or by oral, visual or other means. For purposes of this Agreement, "Disclosing Party" includes affiliates of a Party who disclose Confidential Information to the Receiving Party regarding the Project.

B. *Use of Confidential Information.* The Receiving Party, except as expressly provided in this Agreement, shall not disclose the Disclosing Party's Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party shall take all reasonably prudent steps necessary to safeguard and protect such Confidential Information from unauthorized access, use or disclosure by or to others including, but not limited to, maintaining appropriate security measures and providing access on an as-needed basis only. The Parties will treat Confidential Information using the same degree of care used to protect its own confidential or proprietary information of like importance, but, in any case, using no less than a reasonable degree of care. The Receiving Party shall not deface any notice of copyright, trademark, logo, legend or other notice of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party. The Receiving Party shall not use Confidential Information for any purpose other than with respect to the Project for which the Confidential Information was disclosed.

C. *Exceptions.* The provisions of Subsection B of this Section shall not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party without confidentiality restrictions at the time of its receipt from the Disclosing Party; (iii) is rightfully received from a Third Party who did not acquire or disclose such information by a wrongful or tortuous act, or in breach of a confidentiality restriction; (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information; or (v) is identified by the Disclosing Party as no longer proprietary or confidential.

D. *Receiving Party Personnel.* The Receiving Party shall restrict the possession, knowledge, development and use of Confidential Information to its employees, agents, subcontractors, consultants, advisors and entities controlled by it (collectively, "Personnel") who have a need to know Confidential Information in connection with this Agreement. The Receiving Party's Personnel shall have access only to the Confidential Information they need for such purposes. The Receiving Party shall ensure that its Personnel are bound by the confidentiality obligations set forth in this Agreement, and that such Personnel comply with this Agreement.

E. *Disclosures to Governmental Entities.* If, in the opinion of its counsel, the Receiving Party becomes legally obligated to disclose Confidential Information to a third party by order of a court or other applicable government entity exercising competent jurisdiction, the Receiving Party shall give the Disclosing Party prompt written notice sufficient to allow the

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

Disclosing Party to seek a protective order or other appropriate remedy prior to any such disclosure, and shall, to the extent practicable, consult with Disclosing Party in an attempt to agree on the form, content, and timing of such disclosure. Notwithstanding the preceding sentence, notification to the Disclosing Party shall not be required if such notification is not permitted by law or would interfere with applicable law enforcement activities.

F. *Ownership of Confidential Information.* All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to Confidential or other information.

G. *Separate Nondisclosure Agreement.* If, prior to entering this Agreement, the Parties have separately entered Union's Mutual Nondisclosure Agreement (NDA), and if the terms and conditions of this Section XI conflict with, or are ambiguous, the terms and conditions of Union's NDA, the terms and conditions of Union's NDA will prevail.

XII. LIMITATION OF LIABILITY EXCLUSION OF WARRANTIES.

A. *LIMITATION OF LIABILITY*. REGARDLESS OF LANGUAGE APPEARING TO THE CONTRARY IN ANY OTHER SECTION OF THIS AGREEMENT, ANY SERVICE ORDER, OR ANY OTHER DOCUMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, ANY LOSS OF INCOME OR PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA,) REGARDLESS OF THE FORM OF THE ACTION, WHETHER BASED ON BREACH OF CONTRACT, STATUTORY VIOLATION(S), BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) OR ANY OTHER BASIS IN LAW OR EQUITY. THIS FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION XIII. THIS NEGOTIATION OF LIMITATION OF LIABILITY IS FUNDAMENTAL TO THE BARGAIN ON WHICH THIS AGREEMENT IS BASED. HOWEVER, WITHOUT WAIVING ANY EXCLUSION OF LIABILITY, IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY ARISING OUT OF, UNDER, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED PURSUANT TO THE AGREEMENT EXCEED THE AMOUNT OF THE MONTHLY SERVICE PROVIDER CHARGE(S) ACTUALLY PAID BY RECIPIENT TO UNION PURSUANT TO THIS AGREEMENT FOR THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE INCIDENT WHICH ALLEGEDLY GIVES RISE TO THE CLAIM OR CLAIMS.

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

B. ***NO WARRANTY – PROVISION OF SERVICE.*** **UNION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE FACILITIES, SERVICES, OR AS TO ANY OTHER MATTER. UNION DISCLAIMS WITHOUT LIMITATION ANY AND ALL WARRANTYS OR GUARANTEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. UNION HEREBY EXCLUDES AND DISCLAIMS ALL WARRANTIES.**

XIII. Indemnification.

Each Party ("Indemnitor") will defend, indemnify and hold harmless the other and its employees, officers, directors and partners (each, an "Indemnitee") from and against all third-party claims, actions, damages, liability, costs, fees and expenses, including without limitation reasonable attorney's fees, for physical damage to tangible property or bodily injury arising from Indemnitor's negligence, gross negligence or willful misconduct in connection with the performance of this Agreement.

Further, Indemnitor agrees to assume all liability for and indemnify, defend and hold harmless Indemnitee, from and against all third party claims, actions, damages, liability, loss, cost, fees, and expenses or cause of action, of whatsoever character, or injury, or death of any person, damage to or destruction of any property and all related expenses including, but not limited to, reasonable attorneys' fees, investigators' fees and litigation expenses resulting in whole or in part from any of the following: (1) Claims for libel, slander, infringement of copyright or unauthorized use of a trade secret, trademark, trade name or service mark or patent infringement that result from the acts or omissions or unauthorized use of trade secrets or trade names by Indemnitor; and, (2) Third-party claims, actions, damages, liabilities, costs, fees and expenses, including reasonable attorney's fees, arising from Indemnitor's violation of any third-party intellectual property right arising out of or related in any way to this Agreement.

XIV. Default, Cease Processing Service Orders, Suspension of Services, and Termination of Agreement.

A. Union may, with thirty (30) days advance written notice, cease accepting or processing orders for Services, and/or suspend any and all Services in connection with this Agreement, and/or terminate this Agreement and all Services associated therewith upon Recipient's Default.
B. Recipient's Default includes any of the following:

    1. Except with respect to charges or invoices, or portion thereof which are subject to a Billing Dispute in accordance with Section VI(C), any uncured failure of Recipient to timely pay in full any charge or any invoice as provided in this

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

Agreement. For purposes of this paragraph a Recipient may cure its failure to timely pay a charge or invoice, by fully paying such charge or invoice plus any interest accrued by reason of the delay in payment within three (3) days of receipt of written notice from Union that Recipient has failed to pay a past due charge or invoice;

2. Except with respect to charges or invoices, or portion thereof which are subject to a Billing Dispute in accordance with Section VI(C), repeated failure of Recipient to timely pay in full charges or invoices as provided in this Agreement, regardless of whether cured in accord with the foregoing paragraph. For purposes of this subsection a repeated failure to timely pay means late payment under this Agreement three (3) times in any twelve (12) month period;
3. Any other breach by Recipient of any material provision of this Agreement continuing for thirty (30) days after receipt of Union's written notice thereof; and
4. Any Recipient insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver, or similar event.

C. Should Union terminate Services pursuant to this Section or Sections, Recipient shall be deemed to have cancelled the Agreement and the Services provided pursuant to this Agreement and Recipient shall be liable for liquidated damages calculated pursuant to Section XV below.

D. Recipient may terminate this Agreement without termination liability if, within 30 days after Union's receipt of Recipient's written notice, Union fails to cure: (i) its material breach of any provision of this Agreement or any law, rule or regulation governing the Services; or (ii) any insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to Union.

XV. Cancellation and Liquidated Damages.

A. Either Party shall have the right to cancel this Agreement without liability if Union is prohibited from furnishing the Service by: (i) a force majeure event as specified in Section XVIII (F); (ii) the Wyoming Public Service Commission; (iii) the Federal Communications Commission; or (iv) any other federal or state authority; provided that, notwithstanding the above, Recipient shall be liable for all charges for construction and all charges for Services provided prior to cancellation of the Agreement under this Subsection.
B. In the event that Recipient cancels, or is deemed to have cancelled this Agreement or any Service or Services provided pursuant to this Agreement after Recipient's execution of a Service Order, or if this Agreement is otherwise terminated at any time during a Minimum Service Period for any reason other than that stated in Subsection A of this Section, Subsection C in Section XIV, or Service order cancellation in Subsection (A) of Section V, Recipient agrees to pay Union as liquidated damages (and not as a penalty) the following sums which would otherwise have been paid for the terminated Services.

1. All engineering, construction and installation charges quoted by Union to provide the Service or services;
2. All amounts previously invoiced by Union, if any;

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

3. As to each Service: the sum of (100%) of the recurring monthly charges for that Service (as reflected in the prior month's invoice) multiplied by the number of months remaining in the applicable Minimum Service Period for that Service; or if no recurring monthly charge for that Service has been invoiced, the sum equal to One Thousand Dollars ($1000) multiplied by the number of months remaining in the applicable Minimum Service Period for that Service; and,
4. Any disconnection, early termination or cancellation charges reasonably incurred by Union due to Recipient's cancellation of the Agreement.

XVI. Portability.

Subsequent to the Service Date of a Service Order, in lieu of terminating the Service(s) pursuant to that Service Order, Recipient may, by written notice to Union, request that said Service(s) be replaced by new Service(s). Union shall permit such Service substitution without a cancellation fee for the old Service(s) if:

1. Recipient agrees to pay and in fact pays the monthly Service fee on the Service which is being taken out of operation until Union installs the new replacement Service;
2. The Minimum Service Period of the replacement Service(s) is for a period of time at least equal to the remaining Minimum Service Period of the old Service(s);
3. The monthly Service charge for the new Service shall be equal to or greater than that of the old Service(s); and
4. The requested replacement Service(s) is/are available on Union's network as solely determined by Union.

XVII. No License, Joint Venture, Partnership or Employer Relationship.

No license, joint venture or partnership, express or implied, is granted between the Parties pursuant to this Agreement. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be solely responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of all federal, state, and municipal taxes, chargeable or assessed with respect to its employees, such as social security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

XVIII. General Agreement Terms.

A. *Non-waiver***.** The failure of either Party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

any other provision of this Agreement.

B. *Assignment.* Either Party may assign its rights and delegate its duties under this Agreement only with the express, written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

C. *Binding on Successors.* This Agreement shall bind, apply to and govern the parties, their successors, and their assigns provided that no such assignment shall relieve the assigning Party of its obligations hereunder.

D. *Modifications in Writing Only; Entire Agreement.* This Agreement may only be modified, altered or supplemented in writing, by execution of a written addendum signed by both Parties. This Agreement and the Service Orders signed by both Parties constitute the entire Agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

E. *Notices.* Except where email notice is expressly authorized by this Agreement, all notices, demands, or requests which may be given by any Party to any other Party pertaining to this Agreement shall be in writing addressed to the authorized signers of this Agreement or his/her replacement, and shall be deemed to have been duly given on the date delivered in person, or if delivered via the United States Mail via First Class, within three business days after deposit therein, postage prepaid.

Notices shall be addressed as follows:

1. If to Union:

Union Telephone Company
850 North Highway 414
P.O. Box 160
Mountain View, WY 82939
Fax: 307-782-6004
ATTN:_R. Brian Woody_____

With a copy to:

Jason S. Wilcox
Union Telephone Company
850 North Highway 414
P.O. Box 160
Mountain View, WY 82939
Fax: 307-782-6004

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

2. If to Recipient:

P.O. Box 219
Manila,Ut,84046

Either party may change such address or change said designation or title of the individuals by written notice issued and delivered as above. Although e-mail may not be used to provide formal notice hereunder, the Parties may use e-mail to facilitate informal communications.

F. Force Majeure. With the exception of payment of charges due for Services already provided under this Agreement, either Party shall be excused from its performance if its performance is prevented by acts or events beyond the Party's reasonable control including but not limited to: severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; actions of third parties, not under either Party's control; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

G. *Governing Law.* This Agreement shall be governed by the laws of the State of Wyoming, without regard to conflict of law principles, except to the extent that federal communications law shall apply.

H. Informal Resolution and Waiver of Jury Trial. The Parties desire to first attempt to resolve all differences arising out of, or relating in any way to this Agreement, the Service Orders, the Services provided pursuant to the Agreement or Service Orders, the payment for those Services and, or the Termination or Cancellation of this Agreement (Hereinafter collectively referred to as a "Dispute" or "Disputes") by informal resolution, and only if that informal resolution process is unsuccessful then by action or suit in the appropriate court, in accordance with this Section. **Each of the Parties expressly waive the right to jury trial, regardless of cause of action, whether legal or equitable against the other Party its agents, and affiliates for any and all Disputes.** The Parties agree that should informal resolution not resolve a Dispute or Disputes, jurisdiction and venue for any court action based upon a Dispute shall lie solely with Wyoming's Third Judicial District Court, situated in Uinta County, Wyoming. The Parties agree that they shall first attempt to informally resolve any Dispute by providing written notice of the Dispute ("Dispute Notice") to the other and requesting a conference to resolve same. Notwithstanding any other provision in this Agreement, Good Faith Billing Disputes must meet all criteria set forth in Subsection VI (C) to qualify as a Dispute. The conference will be held within thirty (30) days of receipt of the Dispute Notice and may be conducted telephonically. During the conference the Parties will make reasonable efforts to amicably resolve the controversy. In the event either Party remains dissatisfied after the conference, the Party may file an action in the Court set forth above for resolution by the Judge. Each Party shall bear its own costs of any Court action to resolve a Dispute, including attorney fees.

I. *Limitations Period for Dispute*. If a Party fails to initiate a Court action in accordance with Section XVIII (H) within one hundred eighty (180) days of the actions or inactions giving rise to

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

the Dispute, the Party forever waives any and all rights to bring any claims or disputes based on those actions, inactions or Disputes.

J. *Entire Agreement.* This Agreement contains the entire Agreement of the Parties hereto and supersedes all prior or contemporaneous agreements and understandings, oral or written, between the Parties hereto as of this date with respect to the subject matter hereof.

K. *Compliance with Laws.* This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal and state laws, rules, and regulations.

L. *Headings.* The headings of the Sections or Subsections of this Agreement are intended solely for the convenience of the Parties and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof.

M. *Counterparts*. This Agreement may be executed in several counterparts each of which shall constitute an original, but all of which shall constitute one and the same instrument.

N. *No Third-Party Beneficiaries*. The provisions of this Agreement and the rights and obligations created hereunder are intended for the sole benefit of Recipient and Union, and do not create any right, claim or benefit on the Party of any person or entity not a Party to this Agreement.

O. *Survival of Provisions*. Any obligations of the Recipient relating to monies owed, as well as the provisions of this Agreement to either Party relating to confidentiality, payment of invoices, limitations of liability, disclaimer of warranties, liquidated damages, indemnifications, and binding arbitration, and all other provisions which by their nature could reasonably be construed to survive the termination, cancellation or expiration of this Agreement, shall survive the termination, cancellation or expiration of this Agreement.

P. *Rule of Construction.* No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

Q. *Severability*. The illegality or unenforceability of any provisions of this Agreement does not affect the legality or enforceability of any other provision or portion. If any provision of this Agreement is deemed illegal or unenforceable for any reason, there shall be deemed to be made such minimum change in such provision or portion as is necessary to make the remaining provisions valid and enforceable as so modified.

R. *Internet*. Recipient hereby acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated with Union Telephone; it is a community network independent of Union Telephone. Recipient's use of the Internet related to Internet Bandwidth is at Recipient's sole risk and is subject to all applicable local, State, Federal, and International laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems beyond Union Telephone's authority and control.

S. *Unlawful Use*. Recipient will not use the Service(s) and/or facilities for any unlawful purposes. Recipient's use of the Service(s) for an unlawful purpose shall be a breach of this Agreement and Union shall have the right to immediately terminate any Service(s) hereunder

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

without any liability to Recipient therefore.

T. *Recipient Premises, Title to Equipment*. If access to non-Union Telephone facilities is required for the installation, maintenance, upgrade and/or removal of Union Telephone network or equipment, Recipient shall, at its expense, secure such right of access and shall arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to equipment (including software) provided by Union Telephone remains with Union Telephone. Recipient will not create, or cause to be created, any encumbrances on Union Telephone's equipment.

U. *Rights of Way*. Recipient will make or procure conveyance(s) to Union Telephone, before construction of necessary facilities is begun, of a good and sufficient permanent right-of-way easement(s) for suitable location of distribution and service lines, including, but in no way limited to overhead and underground wires, conduit, poles, guy wires and any other equipment or appurtenances of Union Telephone on and/or across lands owned or controlled by Recipient. Upon revocation, relinquishment, or change in the location of the right-of-way, if any, Recipient shall be responsible for all costs of moving or relocating facilities of Union Telephone. Any damage to or destruction of Union Telephone equipment provided and installed in delivery of the Service, will be Recipient's responsibility.

V. *Demarcation*. The demarcation point for on net services shall be Union Telephone's Main Point of Entry ("MPOE") at the stated demarcation point (as determined by Union Telephone) consistent with the applicable Service Schedule. Recipient shall have no remedies against Union Telephone for any service or part thereof procured by Recipient from any third party.

[SIGNATURES FOLLOW]

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

IN WITNESS WHEREOF, the Parties acknowledge that the person signing below is their authorized representative, that the Parties are in agreement to the terms and conditions contained herein, and the Parties do hereby execute and authorize this Agreement as of the day, month and year first written above:

[Recipient]	**Union Telephone Company**
BY: _____	**BY:** DocuSigned by: Brian Woody 06AFD70BF282425...
Name: Jesse Platt	Name: Brian Woody
Title: _____	Title: CCRO

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

Appendix A – Service Level Agreement (Mean Time to Repair)

The Service Level Agreement ("SLA") between Union Telephone and Recipient provides the following that shall apply to DIA Services:

- Electronic Component Failure mean time to repair:
  4 hours from time of reported trouble*
- Cable Failure mean time to repair:
  8 hours from time of reported trouble*

* For services located at remote sites that are only accessible via unmaintained roads, Union will make reasonable efforts to repair the services as quickly as possible but will not be liable for restoration of services that exceed these times.

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

Appendix B – Dedicated Internet Access and Ethernet Service Level Agreement

Definitions for each of the performance objects are stated below.

Performance Metric	On-Net	Credit Structure
Latency (one-way)	≤ 80ms	81-09ms – 10% of MRC 91-110ms – 25% of MRC > 110ms – 50% of MRC
Jitter (one-way)	≤ 3ms	3.1-4ms – 10% of MRC 4.1-5ms – 25% of MRC > 5ms – 50% of MRC
Packet Loss (one-way)	≤ 0.01%	0.99-0.51% - 10% of MRC 10%-1% - 25% of MRC >10% - 50% of MRC
Availability	≥99.9%	99.89-99.5% - 10% of MRC 99.51%-99.0% - 25% of MRC < 99% - 50% of MRC

Availability is a measurement of the percentage of total time that the service is operational when measured over a 30-day period, excluding any scheduled or emergency maintenance windows. In the case of a DIA service, availability to the Internet is also included in the service performance. Union does not guarantee availability of the Internet outside of Union's Network, outside of Union's Connections to the Internet, or of any part of the Internet beyond Union's control.

Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a time interval. Latency will be measured via round trip pings between the customer UNI and the local POP on an ongoing basis every five minutes to determine an average monthly performance level. Latency equals the sum of round-trip delay divided by two to calculate the one-way latency results.

Packet Loss, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and received at the egress UNI. Packet Loss calculated on a monthly basis per the following formula: 1 – (total packets received at the egress UNI / total packets transmitted at the ingress UNI).

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

Jitter, also known as Frame Delay Variation, is the short-term variations measured for a portion of successfully delivered service frames over a time interval on a single EVC with the same Class of Service (CoS). Jitter is measured on an ongoing basis every five minutes to determine an average monthly performance level.

Ethernet service is available in areas where construction is technically feasible and within proximity to an existing Ethernet Access Point (EAP) with available single mode or multi-mode fiber interface.

Throughput objective, the bandwidth profile is a limit on the rate at which traffic can traverse the circuit. The services specified in this document offer a better than best effort symmetrical bandwidth solution. Specifically, the Committed Information Rate (CIR) is the minimum bandwidth or throughput from UNI to UNI that the circuit will deliver for 1024-byte Layer 2 frames in both ingress and egress directions under normal operating conditions.

Per the bandwidth profile, bandwidth will be available in the increments ordered by the customer. CIR rates will be met by adequate rate-limiting of the edge and core switches. Throughput is validated between the two UNIs per the standards outlined in RFC 2544 and Y.1564. Results from tests performed outside of these standards will not be used in determining if the throughput objective is met.

Dedicated Internet Access (DIA) service described in this document is a service providing dedicated Internet access to an enterprise customer location. The service consists of the following:

- Direct fiber connection between the local Point of Presence (POP) and the customer location
- A dedicated Ethernet Virtual Circuit (EVC) from the customer's premise to the local POP. The EVC is configured with a bandwidth profile providing a contracted Committed Information Rate (CIR) for symmetrical bandwidth.
- Internet access at the local POP
- A single static IP address

DIA is delivered via a direct fiber connection, with dedicated symmetrical bandwidth. Bandwidth is inclusive of allowances for overhead within the Ethernet network.

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

In the event of an equipment failure due to a power failure or an operating climate that does not meet the specified equipment requirements the end user shall be responsible for the cost of equipment replacement and the above credit structures shall not apply.

Throughput is limited to the specified rate purchased by the customer. The service provides a minimum symmetrical throughput between the customer UNI and the local POP. Throughput is validated between the UNI and the local POP per the standards outlined in RFC 2544 and Y.1564 using 1024-byte Layer 2 frames in both ingress and egress directions under normal operating conditions. Results from tests performed outside of these standards will not be used in determining if the throughput objective is met.

A Distributed Denial of Service attack ("DDoS") is characterized by an explicit attempt by attackers to prevent legitimate users of a Service from using that Service. DDoS attacks are not covered by this SLA.

The length of each Outage shall be calculated in full minutes for the purposes of determining Outage Credits. The existence and end of each Outage will be determined by Union Telephone in good faith based on network tests performed by Union Telephone. **Under no circumstances will network tests performed by Recipient be considered valid measurable criterion for Outage determination for the purposes of establishing Outage Credits.**

DocuSign Envelope ID: 238ABA14-E67C-45AD-912A-69E5B37A3CBA

Appendix C – Union Support

Union Telephone monitors purchased services on a 24x7x365 basis.

Union provides customers a toll-free trouble reporting telephone number. Union provides technical support for service-related inquiries. Technical support does not offer consulting or advice on issues related to Customer Premise Equipment (CPE) not provided by Union.