

This Master Services Agreement (“**MSA**”), including any service orders, addenda or amendments, is made by and between Client and Celito Communications, LLC (“**celito**”). Client must execute a service order or other form of order for service, equipment or materials incorporating this MSA with celito (“**Service Order**”). The Service Order will specify the services ordered from celito, including but not limited to internet, data, voice, data center, and information technology services (together, “**Services**”), equipment or materials to be sold, licensed or leased to Client, service delivery location, prices, and term commitments for the Services. This MSA and the Service Order together are referred to as the “**Agreement**”.

1. TERM. This MSA shall be effective on the date the Service Order incorporating this MSA is executed by Client and celito. The term of the Service Order commences upon Acceptance of the Services (as defined below). At the end of the initial term of the Service Order, the term shall be renewed through a new Service Order with a new term, or continue on a month-to-month basis during which either party may terminate the Agreement upon thirty (30) days written notice. Services not under a term shall be subject to a ten percent (10%) price increase from that charged on the expiring Service Order.

2. DELIVERY OF SERVICES. celito will use commercially reasonable efforts to deliver Services by a requested date. “**Acceptance**” shall mean the earlier of the actual use of the Services by Client, or two (2) days after successful testing of the Services by celito. Upon reasonable notice by celito to Client, Client shall provide celito access to its premises to deliver the Services. celito retains title to all equipment not specifically sold to Client. celito reserves the right to interrupt the Services for maintenance or repair, and will use commercially reasonable efforts to coordinate with Client to minimize any impact.

3. BILLING AND PAYMENT. Billing for the Services commences upon Acceptance. Client shall pay all invoices within fifteen (15) days after the invoice date. celito shall bill monthly in advance for the Services and each invoice shall include: (a) the fixed monthly recurring charges (“**MRCs**”), all non-recurring charges, including, but not limited to, installation fees, (“**NRCs**”) and any usage based charges from the prior period; (b) all current and future taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services; (c) interest calculated at one and one-half percent (1.5%) monthly on amounts not paid within thirty (30) days after the invoice date; and (d) all other charges or fees set forth therein. Should Client elect to dispute an invoice, it must do so by written notice to billing@celito.net within ninety (90) days of the invoice date. If requested, Client will provide credit information reasonably requested by celito.

4. ADDITIONAL CHARGES AND FEES. (a) If Client cancels a Service Order before installation, then Client shall pay the non-recurring charge (“**NRC**”) and three (3) times the monthly recurring charge (“**MRC**”) for the cancelled Service Order, and any third party charges incurred by celito; (b) upon thirty (30) days advance written notice to celito, Client may terminate for convenience any

Service Order before its initial term or renewal term has expired and shall pay celito all amounts then due and one hundred percent (100%) all NRCs and MRCs due under the term, as well as any cancellation charges incurred by celito from other service providers (collectively, “**Early Termination Liability**”). The Early Termination Liability under this section represents celito’s reasonable liquidated damages and are not a penalty.

5. CLIENT OBLIGATIONS. Client shall: (a) not use the Services or equipment of celito in any unlawful way or for any unlawful purpose; (b) comply with the celito Acceptable Use Policy posted at www.celito.net/legal/aup24; (c) ensure compatibility of its equipment with the Services and celito equipment and operate, maintain, and secure its own equipment and facilities; (d) arrange to terminate services from other service providers that are being replaced by the Services; (e) provide and maintain safe and adequate electric power, equipment space, climate control, work conditions, access, and use of rights-of-way and facilities at its premises; (f) provide ninety (90) days written notice to celito prior to moving any Services from the premises (g) allow celito to recover its equipment upon termination of this Agreement; and (j) defend, indemnify, and hold harmless celito against any and all damages or costs caused by Client’s negligent or intentionally wrongful acts or omissions.

6. UNAUTHORIZED USE OF SERVICES. Client shall bear the entire responsibility for, and risk of loss arising from, unauthorized, abusive, or fraudulent use of the Services. celito reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to the Services) to prevent any fraud or abuse in connection with the Services.

7. VOICE SERVICES. Client acknowledges and understands that the voice over internet protocol (“**VoIP**”) services provided by celito require electrical power to operate and in the event of a power outage or network failure, emergency 911 services may be unavailable. The address information associated with the VoIP services is the responsibility of the Client to update with celito should it change. Celito shall not be liable for Client’s inability to access emergency 911 services or emergency personnel due to a power or service outage, or incorrect address.

8. TERMINATION. (a) Client or celito may terminate the Services and this Agreement without any liability if: (i) any material rate, term, or condition for such Services or underlying facilities is substantially changed by a court, regulatory agency with competent jurisdiction, or third party provider; or (ii) the other party materially breaches this Agreement and the breaching party fails to cure an actual material breach within thirty (30) days (or such longer time as may be required to cure any breach) after written notice; (b) celito may terminate this Agreement or suspend Services without any liability if: (i) after fifteen (15) days written notice from celito, Client does not pay all amounts due for any Services; (ii) Client is involved in suspected or actual fraud, misrepresentation, or other violation of law; (iii) Client becomes insolvent or bankrupt; or (iv) as otherwise set forth

herein. If celito terminates this Agreement under this section, then celito will deem any or all Service Orders terminated by Client and all remaining NRCs and MRCs for the initial term or renewal term shall become immediately due and payable.

9. INSURANCE. Both parties shall maintain commercial general liability insurance covering all operations and work hereunder with a minimum per occurrence limit of one million dollars (\$1,000,000). A party shall provide a certificate of insurance for such insurance upon request.

10. LIMITATION OF LIABILITY. (a) IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER; (b) in no event shall celito's accumulative liability for all claims arising out of this Agreement exceed the total amount paid by Client to celito in the one (1) month prior; (c) celito shall not be liable under this Agreement for any breach or failure of performance or equipment due to causes beyond its reasonable control; (d) celito shall not be liable under this Agreement for any failure or interruption in Services caused by an act or omission of another person or provider furnishing any portion of the Services.

11. LIMITATION OF WARRANTY. THE QUALITY OF WORK PERFORMED HEREUNDER SHALL BE CONSISTENT WITH COMMON CARRIER INDUSTRY STANDARDS, GOVERNMENT REGULATIONS AND SOUND BUSINESS PRACTICES. CELITO MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

12. CONFIDENTIALITY. Client and celito agree not to disclose to a third party any non-public information regarding either party's business that has been provided to the receiving party and designated confidential or proprietary ("**Confidential Information**"). Each party shall treat all Confidential Information with reasonable care and protect such Confidential Information as if such information was its own Confidential Information. This section does not apply to information already known to the

receiving party, already in the public domain, rightfully obtained from a third party, or required by law to be disclosed as part of any court proceedings. The obligations in this section shall survive termination of this Agreement.

13. INTELLECTUAL PROPERTY. Nothing in this Agreement or the performance under it will convey, license, or otherwise transfer any right, title, or interest in any intellectual property rights held by either party.

14. NOTICE. Notice to Client may be directed to a contact listed in celito's account information for Client, whether delivered in person, sent by facsimile, sent by courier, sent by electronic mail, or sent by U.S. Postal Service. Client shall notify celito of any changes to Client's contact information via email to billing@celito.net and sales@celito.net. Notice shall be effective when sent.

15. GENERAL PROVISIONS. (a) This Agreement may only be amended in writing signed by duly authorized representatives of both parties; (b) Service Orders and any authorized amendments may be executed in counterparts which together shall constitute a single agreement; (c) the order of precedence shall be the Service Order then this MSA; (d) no specific waiver or failure to enforce any provision of this Agreement shall be deemed to constitute any permanent or general waiver; (e) if any term in this Agreement is held invalid or unenforceable in any respect, then the remainder of the Agreement shall not be affected and each term or condition of the Agreement shall be valid and enforceable to the fullest extent permissible by law; (f) this Agreement creates no partnership, joint venture, or agency relationship between the parties; (g) Client shall not assign or transfer any of its rights or obligations under this Agreement without celito's prior written consent; (h) this Agreement shall inure to the benefit of and be binding against each party's heirs, successors or assigns; (i) if celito seeks to enforce any term or condition of or related to this Agreement, then celito shall be entitled to payment of (in addition to other remedies) its reasonable attorneys, collection agency, investigative, arbitration and/or court, costs and fees; (j) this Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina without regard to its choice of law rules; (k) Client certifies that any information provided to celito is true and accurate to the best of its knowledge.