



Master Services Agreement

1. Services. Subject to the Customer placing orders and Atron Solutions accepting such orders as contemplated herein, Customer agrees to purchase, and Atron Solutions agrees to provide, the services described in the attached service schedule(s) (“Service Schedule(s)”) that reference this Master Services Agreement (“MSA” or “Agreement”) and that are executed by both parties (the “Atron Solutions Services”), and Third Party Service described in Section 16 (Atron Solutions Services and Third Party Service, collectively or individually, the “Services”). Atron Solutions Services may consist of any combination of Atron Solutions’ data products, video products and/or voice products (each referred to as “Network Services”), and/or professional services. All Services shall be provided according to the terms and conditions in this MSA (defined below) and as specified in an accepted order for Services placed by Customer contemporaneously herewith, subsequent hereto or in contemplation hereof (“Service Order(s)”). This Agreement is comprised of the general terms and conditions contained in Sections 1 through 22 herein (the “General Terms”) together with any appendices, Service Schedules and Service Orders attached or incorporated by reference, and the foregoing shall be deemed one, integrated agreement and not as separate, severable contracts. The Service Schedules may be attached hereto, separately executed, or added by amendment. All Services are subject to availability and approval of Customer’s credit by Atron Solutions at the time of each Service Order. If Customer agrees to pay all charges by credit card, in which event no credit check will be required. In the event of a conflict between the terms and conditions of this Agreement and its Schedules, and an Addendum accepted in writing by Atron Solutions, the Addendum shall control.

2. MSA Term. The MSA (referring not to individual Services, which will each have their own term as described in Section 3 below) shall continue in effect for one (1) year from the Effective Date (“MSA Term”), and shall then automatically renew for successive one (1) year periods (“MSA Renewal Term(s)”), unless either party gives written notice to the other party of non-renewal, such notice to be delivered at least thirty (30)-calendar days before the end of the MSA Term or the MSA Renewal Term. Notwithstanding the prior sentence, unless Customer is in Default, any Service being provided at the time of termination of this MSA shall continue upon the terms and conditions of this MSA until the end of the Service Term or any applicable Extension Period for Service as specified in the applicable Service Order or until such Service Order is terminated; provided, however, that Customer may not order any new Service until Customer and Atron Solutions have entered into a new agreement or mutually agreed in writing to extend this MSA.

3. Service Term. The term for each Service as described in a Service Order shall be as indicated on the Service Order (“Service Term”). At the end of the Service Term all Services shall then automatically renew for successive one (1) year periods (“Service Term Renewal Term(s)”). Such Services shall continue on an annual basis (“Extension Period”) unless either party gives written notice to the other that the Service(s) shall be disconnected, such notice to be delivered at least thirty (30) calendar before the end of the Service Term, or if during the Extension Period, then upon at least thirty (30) calendar days’ prior written notice.

4. Payment Terms and Charges. Customer agrees to pay recurring and non-recurring charges for Atron Solutions Services, as set forth in applicable Service Order and/or quote (“Quote”) referenced in such Service Order and all charges for Third Party Services, if applicable. Atron Solutions provides and charges for Services in U.S. Dollars, commencing on the date Atron Solutions notifies Customer that the relevant Service is available for use by Customer. Subject to Section 5 below, all amounts stated on each invoice are due and payable within thirty (30) calendar days of the receipt of the invoice, except with respect to Services related to voice products, which shall be due and payable immediately upon receipt of the invoice (“Due Date”). In the event Customer fails to make full payment of undisputed amounts by the Due Date, Customer shall also pay a late fee in the amount of the lesser of (i) one percent (1%) per month or (ii) the maximum lawful monthly rate under applicable state law, of the unpaid balance which amount shall accrue from the Due Date (“Late Fee”). Atron Solutions may make billing adjustments for Atron Solutions Services for a period of sixty days (60) after the date a Service is rendered, and for Third Party Services at any time within two (2) months of Atron Solutions’ receipt of any invoice from the Third Party Provider (defined in Section 16 below). Atron Solutions will invoice Customer for any billing adjustments and Customer agrees to pay such amounts in accordance with this Section.

5. Billing Disputes. (a) Upon disputing any charges, Customer shall: (i) pay all undisputed charges by the Due Date; (ii) present by the Due Date a written statement of amounts disputed in good faith in reasonable detail with supporting documentation; and, (iii) negotiate in good faith to resolve any bona fide dispute within sixty (60) calendar days from the Due Date. (b) Disputed charges resolved in favor of Atron Solutions, with a Late Fee, are due and payable within the next billing cycle of Atron Solutions' written notice denying the dispute, which shall be the Due Date for such payment. Disputed charges resolved in favor of Customer will be credited to Customer on the following month's billing cycle and no Late Fees shall apply.

6. Right to Assurance. If a Customer suffers a material adverse change in its financial condition, and/or if at any time during the Term or Renewal Term the value of Services ordered by and/or delivered to Customer meets or exceeds Customer's established credit limit(s), Atron Solutions may: (i) require initial or additional financial information; (ii) request adequate assurance of Customer's performance per applicable law, (iii) require adjustments to Customer's payment terms and/or (iv) decline to accept or process a Service Order. This paragraph 6 shall not apply if and to the extent Customer has agreed to pay all charges via credit card.

7. Credit Default. A "Credit Default" shall occur (i) if Customer fails to make full and timely payment for all amounts due (subject to Section 5 herein governing billing disputes). In the event of a Credit Default, Atron Solutions may, in addition to its rights available to it at law or in equity: (i) suspend any or all Services to Customer upon written notice; (ii) cease accepting or processing Service Orders; and/or (iii) terminate this MSA upon written notice. If this MSA is terminated because of a Credit Default, all Early Termination Charges (defined in Section 18 below) shall apply and/or (iv) in the event that customer is reselling services to end user(s). Atron Solutions will pay original wholesaler and/or the executor Agent Commission for the remaining period of the initial contract.

8. Other Defaults, AUP Violation and Remedies. An "Other Default" shall occur if either party fails to perform or observe any material term or obligation, excluding payment, contained in this MSA, and any such failure remains uncorrected for the lesser of thirty (30) calendar days after written notice from the non-defaulting party or such different cure period, if any, as may be set forth below. In the event of an Other Default by Customer, Atron Solutions may, in addition to its rights available to it at law or in equity: (i) suspend any or all Services to Customer; (ii) cease accepting or processing Service Orders; and/or (iii) terminate this MSA. In the event of an Other Default by Atron Solutions, Customer's remedies are limited to its proven direct damages and the right to terminate any or all affected Service Orders, unless this MSA provides for exclusive remedies in the applicable Service Schedule, in which case Customer's remedies are exclusively as described therein. If Customer uses the Services for any unlawful purpose or in any unlawful manner, or causes Atron Solutions to violate any applicable law, such action shall be an Other Default and Atron Solutions shall have the right immediately to suspend and/or terminate any or all Services hereunder without notice to Customer. Customer affirms that it has reviewed and assented to the Acceptable Use Policy ("AUP") posted on Atron Solutions' AUP website at <http://www.atronsolutions.com/AUP.pdf>, which is incorporated herein by reference. A violation of the AUP shall be an Other Default. If the violation of the AUP affects Atron Solutions' network, or other parties on Atron Solutions' network, Atron Solutions shall have the right immediately to suspend and/or terminate any or all Services hereunder and/or the MSA without notice to Customer. For any violations of Atron Solutions' AUP that are not affecting either Atron Solutions' network or third parties on Atron Solutions' network, Customer shall, upon three (3) business days notice, have the opportunity to cure such violation prior to suspension or termination. For the purposes of this MSA, a Credit Default and/or an Other Default may each be referred to individually as a "Default".

ATRON SOLUTIONS will not be liable for any costs involved in equipment damage caused by acts of god (storm damage, Lightning, high wind, etc...) or vandalism affecting customer deployed equipment.

CLIENT will be liable for any costs involved repairing damage from acts of god (storm damage, Lightning, high wind, etc...) or vandalism in ATRON SOLUTIONS deployed facilities on customer premise or ATRON SOLUTIONS equipment deployed at customer premise.

9. Taxes and USF Charges. (a) If any local, state, national, international, public or quasi-public governmental entity or foreign government or its political subdivision imposes any taxes (excluding taxes based on Atron Solutions' net income or capital or any property taxes), fees, surcharges, or other charges or impositions on Atron Solutions as a result of Atron Solutions' sale of Services or Customer's use of Services, Customer shall pay any such impositions ("Additional Charges") and indemnify Atron Solutions from any liability or expense associated with the Additional Charges. (b) In addition, if Atron Solutions is required to directly contribute to any state or federal Universal Service Fund ("USF") Atron Solutions will impose Additional Charges on a pass-through basis, consistent with any applicable regulatory rules for such pass-throughs. (c) If Atron Solutions is required to pay USF pass-throughs to any upstream vendor to support the Services, Atron Solutions will in turn pass through such charges on a pro-rata basis. A description of current Taxes, USF Charges and pass-through practices can be found at website <http://www.AtronSolutions.com/CRS.pdf>.

10. Indemnity. (a) Customer and Atron Solutions will release, defend, indemnify and hold harmless the other from and against any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, of any third party, including without limitation all reasonable costs and

expenses, such as reasonable litigation costs and attorneys' fees ("Claim"), relating to damage to tangible property or bodily injury, or wrongful death, to the extent such Claim arises out of the negligence or willful misconduct of the respective indemnifying party, its employees, agents, or contractors in connection with this MSA or the provision of Services hereunder. (b) Customer will release, defend, indemnify and hold harmless Atron Solutions and its officers, directors, employees, contractors and agents from and against any Claim arising out of failure by Customer or downstream customers of Customer or end users to obtain approval, consent, or authorization relating to the content transmitted over Atron Solutions' network, including without limitation claims relating to any violation of copyright law, export control laws, or that such transmissions are libelous, slanderous, an invasion of privacy or illegality.

11. Limitation of Liability. EXCEPT TO THE EXTENT A PARTY IS REQUIRED TO INDEMNIFY THE OTHER PARTY HEREUNDER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH SUCH PARTY'S PERFORMANCE OF OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

12. Warranties and Disclaimer of Warranty. ATRON SOLUTIONS'S WARRANTY WITH RESPECT TO ANY SERVICE, IF ANY, IS SET FORTH ON THE APPLICABLE SERVICE LEVEL AGREEMENT (SLA). ATRON SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ATRON SOLUTIONS MAKES NO WARRANTY WITH RESPECT TO ANY THIRD PARTY SERVICES.

13. Compliance with Law. Customer's use of the Services and Atron Solutions' provision of the Services shall be in accordance, and comply, with all applicable laws, regulations, and rules. Customer shall obtain all approvals, consents and authorizations necessary to conduct its business and initiate or conduct any transmissions over any facilities covered by this MSA. Atron Solutions shall obtain all approvals, consents and authorizations necessary to conduct its business and to provide the Services covered by this MSA. Customer and Atron Solutions will release, defend, indemnify and hold harmless the other from and against any Claim arising out of, resulting from or based upon the indemnifying party's violation of any law, rule or regulation.

14. Force Majeure. Either party may adjust or suspend its performance (other than the obligation to make payment) to the extent performance is beyond its reasonable control for reasons including, without limitation, acts of God, fire, explosion, atmospheric conditions such as rain fade, cable cut caused by a third party, governmental action, national emergencies, war, riot, insurrection, terrorism, vandalism, or labor difficulties such as work stoppages, strikes, or lockouts. If the force majeure event continues for a period of thirty (30) calendar days, then either party may, without incurring liability, terminate the affected Services or circuits, except for Customer's liability for any charges of a Third Party Provider.

15. Proprietary Information. Except as required by law or stock exchange rule, the terms and conditions of this MSA and all proprietary information exchanged by the parties and all documents referenced herein (including invoices) are confidential and shall not be disclosed without prior written consent of the other party.

16. Third Party Services. In conjunction with Atron Solutions Service, Atron Solutions may, upon Customer's request, arrange for Service to be provided by a third party ("Third Party Service"), such as local access service, interexchange service, or international service. Atron Solutions shall not be obligated to provision any Third Party Service except in connection with a Service Order for Atron Solutions Service. In the event Customer requests that Atron Solutions order Third Party Service, Atron Solutions shall provision and coordinate the installation of such Service and conduct the initial testing of an interconnection between the Atron Solutions Service and Third Party Service. Atron Solutions will not begin billing Customer for such Third Party Service until related Atron Solutions Service is available. Customer may be required to execute a letter of authorization ("LOA"), in a form provided by Atron Solutions, authorizing Atron Solutions to deliver such Third Party Service to Customer's location. When Customer requests international service, Atron Solutions may arrange for the foreign end of the Service or for a portion of the foreign end of the Service to be provided by a third party carrier licensed in the relevant foreign point. In some cases, Atron Solutions may be unable, and Customer may be required, to arrange the foreign end of such Service with a foreign carrier. Although this MSA governs the terms of Atron Solutions' arrangement of Third Party Service, service level parameters and related warranties (if any), surcharges, outage credits, required commitments, termination liability, limitations, and other service-specific terms of the Third Party Service shall be those of the provider of the Third Party Service ("Third Party Provider"). All charges incurred by Atron Solutions for such Third Party Service, including without limitation monthly recurring charges, installation charges, non-recurring charges, and applicable termination/cancellation charges of the Third Party Provider, shall be invoiced to Customer and Customer shall be responsible for payment thereof.

17. Customer Ordered Internet Service or Interexchange Service. Customer may order its own Internet service or interexchange service from a data network provider who has established entrance facilities in a Atron Solutions point of presence upon receipt of a LOA or letter of authorization/carrier facility assignment (“LOA/CFA”). Customer may order its own Internet service or interexchange service with a vendor who does not have established entrance facilities within Atron Solutions’ point of presence only with Atron Solutions’ written permission. Customer’s Internet service or interexchange service provider shall directly bill Customer for such Internet service or interexchange service. Customer shall ensure that Customer-ordered Internet service or interexchange service is available at the same time as the Atron Solutions Service and shall be obligated to pay for Atron Solutions Service regardless of whether Customer-ordered Internet service or interexchange service is available.

18. Early Termination. Customer may disconnect any Atron Solutions Service without cause after installation by providing written notification to Atron Solutions sixty (60) calendar days in advance of the effective date of the disconnection and paying to Atron Solutions an “Early Termination Charge” in an amount equal to: (i) the recurring charges associated with the Service Term less any recurring charges already paid, (ii) any non-recurring charges not yet paid by Customer, (iii) installation charges discounted or waived at the time Service was installed, (iv) any termination liability associated with Third Party Services, and (v) the balance of any minimum commitments by Customer required under this MSA, if applicable. If Customer terminates any Atron Solutions Service during an Extension Period as provided in Section 3 above, Customer shall be responsible for the remaining recurring charges associated with the Extension Period less any recurring charges already paid together with termination liability associated with Third Party Services. It is the express intent and understanding of the parties that, this MSA and all Service Orders hereunder being one integrated agreement and not separate, severable contracts, Customer’s right to early termination of any Service is not a right to “reject”, on an individual basis, any Service or any Service Order pursuant to federal bankruptcy laws.

19. Miscellaneous. (a) Neither party shall assign or otherwise transfer its rights or obligations under this MSA without notification to the other party, which shall not be unreasonably withheld; provided, however, either party may freely assign this MSA, upon notice to the other party, to (i) an “Affiliate” (defined as an entity that controls, is controlled by or is under common control), or (ii) in the event of a sale of all or substantially all of its assets, to the purchaser of those assets, or (iii) in the event of a merger, acquisition or recapitalization of the assigning party, to the surviving entity (the sale of assets, merger, acquisition or recapitalization to be referred to as a “Change of Control”). For the purposes of this Section, “control” means to have more than a fifty percent (50%) ownership interest. In the event of an assignment by Customer to an Affiliate, the acquiring or surviving entity or assignee (as applicable) must be at least as creditworthy as Customer and no such assignment will release Customer from Customer’s obligations herein, including, but not limited to payment, except to the extent that the acquiring or surviving entity or assignee meets its obligations under this MSA. **(b)** This MSA shall be governed by the laws of the State of Texas without regard to choice of law principles. **(c)** No rule of construction requiring interpretation against the draftsman hereof shall apply in the interpretation of this MSA. **(d)** The provisions of this MSA are only for the benefit of the parties hereto, and no third party may seek to enforce or benefit from these provisions. **(e)** If any term or provision of this MSA shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (i) both parties shall be relieved of all obligations arising under such provision and this MSA shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (ii) the remainder of this MSA shall be valid and enforceable. **(f)** The failure of either party to enforce any provision hereof shall not constitute the permanent waiver of such provision. **(g)** No termination of this MSA shall affect the rights or obligations of either party: (i) with respect to any payment for Services rendered before termination; or (ii) pursuant to other provisions of this MSA that, by their sense and context, are intended to survive termination of this MSA, including without limitation, indemnification, confidentiality and limitation of liability. **(h)** This MSA, including the General Terms and appurtenant appendices, Service Schedules and Service Orders (including Quotes referenced therein), any applicable tariff and Atron Solutions’ AUP Website, comprise all of the terms and conditions of the agreement between the parties relating to the Services and constitute the complete and exclusive statement of the understanding between the parties and supersedes all proposals and prior agreements (oral or written) between the parties relating to Services provided hereunder. **(i) (j)** Without in any way diminishing the nature of these General Terms, appurtenant appendices, Service Schedules and Service Orders as one, integrated, non-severable agreement, in the event of any inconsistency between or among a Service Order or Quote referenced therein, a Service Schedule, the General Terms, Atron Solutions’ AUP website, the following order of precedence shall prevail (from highest priority to lowest): specific pricing contained in a Service Order or Quote referenced therein, the provisions contained in the applicable Service Schedule, these General Terms, Atron Solutions’ AUP website, the applicable Service Order and the Quote referenced therein (except pricing). **(k)** In the event of a Default, the prevailing party shall have the right to recover its reasonable expenses (including attorney and collection agency fees) incurred in the enforcement of its rights under the MSA. **(l)** This MSA may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same MSA. **(m)** Facsimile signatures or scanned email images of this MSA shall be deemed to be binding upon the parties.

20. Divestiture. If Customer divests any Affiliate, or the assets comprising a business unit thereof (such entity hereinafter a “Divested Business”), Customer may request that Atron Solutions continue to provide the Services to the Divested Business temporarily (for a period of up to six months) in the same manner and in the same scope as such

Services were provided prior to the divestiture, subject to the remaining requirements of this Agreement. Upon Atron Solutions's consent to such request, which consent shall be based upon credit and qualification checks but shall not be unreasonably withheld, Atron Solutions shall continue to provide all such requested Services to the Divested Business during this six-month period, provided the Divested Business executes an Amendment hereto agreeing to be bound by the terms of this Agreement within the thirty (30) day period following Atron Solutions's presentation thereof to Customer. Upon execution of such an Amendment by the Divested Business, Customer shall no longer be responsible for the obligations of such Divested Business.

21. Amendment/Alterations. This Agreement may only be amended in a writing signed by the Chief Information Officer of Customer and by a counterpart with appropriate authority within Atron Solutions.

22. Definitions

The following terms have the meanings set forth below:

“Affiliate” of a party means any entity that is directly or indirectly controlled by or is under common control with such party. An entity is considered to control another entity if it owns directly or indirectly equal to or greater than 30% of its total voting securities or other similar voting rights.