

BUSINESS SERVICES AGREEMENT

This Business Services Agreement (“**Agreement**”) is made by and between the Consolidated Communications, Inc. company identified below (“**CCI**”), and Pana CUSD #8 (“**Customer**”), a(n) Illinois company, and the Consolidated Communications company identified below (“**CCI**”).

The CCI company that is the party to this Agreement is identified by the state where services will be provided and the specific services sought by Customer, are listed in **Addendum 1** of this agreement.

This Agreement is primarily for the sale of local, intrastate and interstate telecommunications services for businesses, and/or for Internet and IP-based services. This Agreement also may include the purchase or lease of telecommunications or other equipment and/or facilities, where identified below and on any attached exhibits. Central office collocation may be covered by this Agreement but requires a separate addendum. Business cable television services require a separate addendum and may be delivered through a separate entity authorized to provide cable service. Some hosted and other services will require additional attachments with service-specific terms. Long distance and some other services may be provided by an affiliate or a non-affiliate. Data center space and related services must be procured under a different agreement and are not covered by this Agreement.

In consideration of the promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCI and Customer agree as follows:

1. Services and Location. The services and any related equipment (together, the “**Services**”) being obtained by Customer from CCI are listed on **Attachment 1**. If Customer seeks additional Services at a later date, they will be added pursuant to a written amendment to this Agreement that is signed by both parties. The location(s) at which the Services (including any specific equipment) will be provided is/are also set out in **Attachment 1**.

2. Term. This Agreement is binding on Customer when Customer signs it (the “**Effective Date**”), except that commitments for regulated Services that require prior regulatory approval or filing will become effective only when the mandatory regulatory precondition(s) are met. The parties may establish an earlier Effective Date in appropriate circumstances by mutual written agreement. The initial term (“**Term**”) for each Service set out in **Attachment 1** is 5 Years (60 months), and will begin on the date that the Service is first made available to Customer for use. The Term (and this Agreement) shall then continue for the number of months set out above, subject to the **General Terms and Conditions**, which are set out in **Attachment 2** and incorporated by reference as a part of this Agreement. (If no initial Term is filled in on this Agreement, the initial Term for each Service set out in Attachment 1 is twelve (12) months (or the term in the most recent sales quote, if longer).) The initial Term for this Agreement will continue until the latest expiration date of any Service Term. The Term for each Service will be extended as provided in the **General Term and Conditions**. This Agreement will continue for so long as a Service is being provided.

Customer acknowledges that the rates quoted for the Services are based in significant part on Customer’s Term commitment. If Customer terminates a Service earlier than the end of the then-applicable Term period for any reason not permitted by this Agreement, or if CCI terminates a Service for Customer breach, Customer agrees that it will be subject to an early termination charge based on the number of full or partial months left in the Term period for the terminated Service(s), as explained in the **General Terms and Conditions**, and will pay such charge on demand. If Customer terminates this Agreement or cancels a Service for any reason prior to the date that the Service is initially made available to it, Customer is not responsible for the early termination charge, but agrees to pay a cancellation charge as set out in the **General Terms and Conditions**.

3. Charges and Fees. The following reflect the charges and fees applicable to the Services ordered:

- (a) **Total base monthly recurring charge(s) (“Monthly Recurring Charge(s)”, or “MRC(s)”)** (the total of the base amounts payable each month for all Services (taxes and other charges are extra): \$ 2,510.00.
- (b) **(If applicable): One-time hardware** and related license purchases: \$ 0.00.
- (c) **Installation fee** (a one-time, non-recurring charge, which may be paid over the number of months stated in (d)): \$ 0.00.
- (d) **(If applicable):** Number of months over which the installation fee is to be paid (not more than 4 months) N/A.

Customer agrees that the amount set out in (a), above, represents the total of the base recurring charges initially payable by Customer each month for the Services that Customer has ordered as of the Effective Date and that are listed on **Attachment 1**, taking into account all discounts and credits.

Any and all taxes, fees, universal service and similar public policy assessments, whether directly assessed on a Service or allocated and flowed through by CCI to customers, including any allowed administrative fees, are in addition to the amounts set out above, and are also payable by Customer. A nonbinding estimate of taxes, fees and surcharges applicable to the MRC (and where applicable, one or more illustrative usage levels) is available on request. Customer acknowledges that the total installation fee and other fees set out in (b) and (c) also may be subject to taxes, fees and similar assessments, and that these, too, are payable by Customer. If a tariff governs a Service and applicable law so requires, the terms of the tariff will take precedence over this Agreement.

If there is an installation fee, it will be billed in a lump sum that is payable on the due date. The installation fee may be paid by Customer in up to four (4) installments if arranged in advance and noted above in (d). Any expedite fee set out in (c) is payable by Customer only if Customer and CCI agree that Service(s) will be installed and made available in a time shorter than CCI’s standard installation interval, and the Service(s) are made available to Customer by the agreed date. If the expedited installation date is not met, Customer is not responsible for the expedite fee, unless the failure was caused in whole or part by Customer, including failure to procure needed access to its service location.

4. Customer’s Commitment; Authorizations and Relative Responsibilities During Service Transfer. Customer agrees that what is set out above reflects its order for Service and agrees to pay for the Service(s) as provided herein. If Customer is procuring telecommunications services from CCI that require presubscription or third party agreements, Customer authorizes CCI to act on its behalf to order any necessary circuits and connections, to procure any services from others that are contemplated by an attachment or exhibit, or for other rights needed to deliver a CCI service to Customer, and to change presubscribed carriers to CCI or an identified CCI affiliate. Customer agrees to execute documentation at the request of CCI. CCI is not responsible to cancel services with Customer’s prior or existing service providers. It is Customer’s sole responsibility to coordinate the transfer of

service and cancel services with other providers. Customer is solely responsible for any charges claimed to be due by any previous or other provider. Customer understands that CCI does not transfer or port telephone numbers across state lines.

5. Service Level Agreement. If a service level agreement applies to any Service referenced in **Attachment 1**, the service levels will be covered in a separate document attached to this Agreement. A service level agreement is not an independent agreement and the term is used solely for convenience.

6. Trouble Reporting, Escalation and Maintenance Scheduling. Information set out on **Attachment 3, Trouble Reporting and Scheduling**, is made available for reporting service problems, making requests for repair status, escalating individual circuit problems and scheduling maintenance. The information may be changed at any time by CCI.

7. Additional Disclosures and Information. From time to time, CCI may provide Customer with additional disclosures and/or other information related to the Services being provided. These materials may be provided for various reasons, such as to assist in the use of individual Services, to provide technical or other useful information, to comply with regulatory or other similar requirements, or to update Customer on special concerns or issues, such as the nature of broadband phone services or issues related to special services, such as 911 services. These materials will not become part of this Agreement unless it is stated on the materials, and if so, they will be effective only prospectively.

8. Regulatory Filings; Confidentiality. If a filing related to this Agreement is required by any regulatory agency or commission, Customer authorizes CCI to prepare a document reflecting the parties' agreement in connection with the Services for which a filing is required, and to make the required filing. The requirement for a filing in connection with any individual Service(s) does not affect the obligations of Customer with respect to any other Service(s), or with respect to Customer's payment obligations for all Services used. This Agreement is subject at all times to such changes and modifications as may be required by a regulatory agency or commission in the exercise of its lawful jurisdiction. Customer requests that its identity be kept confidential and not disclosed by CCI or any regulatory agency or commission unless required by applicable law or regulation.

The identified Consolidated Communications provider (CCI):

Pana CUSD #8

(Customer):

By: _____

By: _____

Name: Brett Kingery

Name: _____

Title: IL Commercial Sales Manager

Title: _____

Signature Date: _____

Signature Date: _____ ("**Effective Date**")

Confirmation of Key Customer Information:

FCC Carrier ID, if applicable: 0354/0354

Customer Tax ID Number: _____

Customer Contact Information:

Name: Scott Savage
Address: 203 W. 8th St., Pana, IL 62557
Telephone: 217-562-6533
Email Address: ssavage@panaschools.com

The obligation of either party under this Agreement is not effective until it is signed by an authorized representative for each party.

**ADDENDUM 1
CCI AFFILIATE LIST**

<p>If in California:</p> <p>Consolidated Communications of California Company, a California corporation, with business offices at 211 Lincoln St., Roseville, CA 95678, when Customer seeks only incumbent local telephone company (“ILEC”) services in this company’s California telephone service area.</p> <p>Consolidated Communications Enterprise Services, Inc., a Delaware corporation, with California business offices at the same address, and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of California and/or Consolidated Communications of California Company determines the services will be provided in an area best served by this affiliate.</p>	<p>If in Illinois:</p> <p>Consolidated Communications of Illinois Company, an Illinois corporation, with business offices at 121 South 17th St., Mattoon, IL 61938, when Customer seeks only incumbent local telephone company services in this company’s Illinois telephone service area.</p> <p>Consolidated Communications Enterprise Services, Inc., a Delaware corporation, with Illinois business offices at the same address and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of Illinois and/or Consolidated Communications of Illinois Company determines the services will be provided in an area best served by this affiliate.</p>
<p>If in Iowa:</p> <p>Consolidated Communications Enterprise Services, Inc., a Delaware corporation, with business offices at 2859 99th St., Urbandale, IA 50322, and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of Iowa.</p>	<p>If in Kansas or Missouri:</p> <p>Consolidated Communications Enterprise Services, Inc., a Delaware corporation, with business offices at 14859 W. 95th St., Lenexa, Kansas 66215 and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any services anywhere in the state of Kansas or Missouri.</p>
<p>If in Minnesota:</p> <p>Consolidated Communications of Minnesota Company, a Minnesota corporation, with business offices at 221 E. Hickory St., Mankato, MN 56001, when Customer seeks only incumbent local telephone company (“ILEC”) services in this company’s Minnesota telephone service area.</p> <p>Consolidated Communications of Mid-Comm. Company, a Minnesota corporation, with business offices at 221 E. Hickory St., Mankato, MN 56001, when Customer seeks only incumbent local telephone company (“ILEC”) services in this company’s Minnesota telephone service area.</p> <p>Consolidated Communications Enterprise Services, Inc., a Delaware corporation, with Minnesota business offices at the same address, and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of Minnesota.</p>	<p>If in North Dakota:</p> <p>Consolidated Communications Enterprise Services, Inc., a Delaware corporation, with business offices at 3312 42nd St. S., Fargo, ND 58104 and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any services anywhere in the state of North Dakota.</p> <p>If in South Dakota or Wisconsin:</p> <p>Consolidated Communications Enterprise Services, Inc., a Delaware corporation, with business offices at 221 E. Hickory St., Mankato, MN 56001 and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks services anywhere in the state of South Dakota or Wisconsin.</p>
<p>If in Pennsylvania:</p> <p>Consolidated Communications of Pennsylvania Company, LLC, a Delaware limited liability company, with business offices at 4008 Gibsonia Rd, Gibsonia PA 15044, when Customer seeks only incumbent local telephone company services in this company’s Pennsylvania telephone service area.</p> <p>Consolidated Communications Enterprise Services, Inc., a Delaware corporation, with Pennsylvania business offices at the same address, and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of Pennsylvania.</p>	<p>If in Texas:</p> <p>Consolidated Communications of Texas Company, a Texas corporation, with business offices at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks only incumbent local telephone company services in this company’s Texas telephone service area.</p> <p>Consolidated Communications of Fort Bend Company, a Texas corporation, with business offices at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks only incumbent local telephone company services in this company’s Texas telephone service area.</p> <p>Consolidated Communications Enterprise Services, Inc., a Delaware corporation, with Texas business offices at the same address, and main business offices at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of Texas.</p>

**ATTACHMENT 1
SERVICE ORDER**

I. SERVICES REQUESTED: The Service(s) requested by Customer to be provided by CCI under the Agreement are as follows:

Pana CUSD #8, 203 W. 8th St., Pana, IL 62557

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base MRC per Unit (Base Monthly Rate)	(f) Total of Monthly Recurring Charges ("MRC(s)") by Service	(g) Jurisdiction (Intrastate or Interstate)
1	Fiber WAN	Upgrade existing Fiber WAN data circuit from 300Mb to 500Mb on MBR 000-106-0136 [Circuit ID: 20/L9--/107640/EAC/ILCD]	\$ 0.00	\$ 995.00	\$ 995.00	<input checked="" type="checkbox"/> Interstate <input checked="" type="checkbox"/> Intrastate

Pana CUSD #8, 203 W. 8th St., Pana, IL Site Total: Site MRC: \$ 995.00
Site NRC: \$ 0.00

Pana CUSD #8, 200 S. Sherman St., Pana, IL 62557

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base MRC per Unit (Base Monthly Rate)	(f) Total of Monthly Recurring Charges ("MRC(s)") by Service	(g) Jurisdiction (Intrastate or Interstate)
1	Fiber WAN	Upgrade existing Fiber WAN data circuit from 100Mb to 200Mb on MBR 000-106-0132 [Circuit ID: 20/L9--/000552/EAC/ILCD]	\$ 0.00	\$ 610.00	\$ 610.00	<input checked="" type="checkbox"/> Interstate <input checked="" type="checkbox"/> Intrastate

Pana CUSD #8, 200 S. Sherman St., Pana, IL Site Total: Site MRC: \$ 610.00
Site NRC: \$ 0.00

Pana CUSD #8, 615 E. 2nd St., Pana, IL 62557

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base MRC per Unit (Base Monthly Rate)	(f) Total of Monthly Recurring Charges ("MRC(s)") by Service	(g) Jurisdiction (Intrastate or Interstate)
1	Fiber WAN	Upgrade existing Fiber WAN data circuit from 100Mb to 200Mb on MBR 000-106-0133 [Circuit ID: 20/L9--/000568/EAC/ILCD]	\$ 0.00	\$ 610.00	\$ 610.00	<input checked="" type="checkbox"/> Interstate <input checked="" type="checkbox"/> Intrastate

Pana CUSD #8, 615 E. 2nd St., Pana, IL Site Total: Site MRC: \$ 610.00
Site NRC: \$ 0.00

Pana CUSD #8, 14 E. Main St., Pana, IL 62557

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base MRC per Unit (Base Monthly Rate)	(f) Total of Monthly Recurring Charges ("MRC(s)") by Service	(g) Jurisdiction (Intrastate or Interstate)
1	MEoC WAN	Upgrade copper switched Ethernet WAN circuit from 7Mb to 20Mb on MBR 000-106-0138 [Circuit ID: 20/LOXX/063053/ILCD/A]	\$ 0.00	\$ 295.00	\$ 295.00	<input checked="" type="checkbox"/> Interstate <input checked="" type="checkbox"/> Intrastate

Pana CUSD #8, 14 E. Main St., Pana, IL Site Total: Site MRC: \$ 295.00
Site NRC: \$ 0.00

Total MRC: \$ 2,510.00
 Total NRC: \$ 0.00

Site Name	Site Notes
All Locations	<p>This order is for upgrade & renewal of customer's existing WAN (fiber and MEoC-based) data circuit network. Customer will retain current connection to ICN POP in Charleston, IL for ISP services.</p> <p>Contract implementation pending USAC's E-rate approvals and may be terminated without cause if such approvals are not provided.</p>

NOTE: In column (b), some services are provided only under tariffs or fixed price schedules. If such a service is being provided under this Agreement, the tariff or price schedule prices must be entered on this form. .NOTE: All pricing is exclusive of (i) any non-recurring charges incurred that are not reflected above (e.g., with service modifications or changes), (ii) any usage or variable charges, (iii) all taxes and fees, and (iv) all charges incurred in connection with governmental or quasi-governmental assessments, subsidies, public policy programs and administration costs, each of which is payable by Customer. NOTE: Any long distance package pricing excludes charges related to all international calls, which will be payable as incurred according to then-applicable rates. Customer is responsible for all individually-charged calls, whether domestic or international, and whether through hosted services or otherwise, including charges that are unauthorized or fraudulently incurred.

Costs for in-building or other site work beyond the demarcation point, including but not limited to installation of risers, ports, jacks, data drops or inside wiring, are additional. Rates are available upon request if Customer is interested in CCI performing installation of jacks, data drops, inside wiring or other items on Customer's premises.

II. TERM OF SERVICES COVERED BY SERVICE ORDER. Each of the Services will be provided for the Term period set out above and/or in the Agreement, but not less than a Term of twelve (12) months from the Service availability date except where applicable law provides otherwise.

III. BASIC AGREEMENT. This Service Order and accompanying Service Level Agreement are hereby incorporated as part of the Agreement between the parties.

IV. SPECIFIC TERMS RELATED TO BROADBAND PHONE SERVICE. If Customer is procuring broadband telephone service, sometimes known as IP voice, Customer acknowledges that this Service is currently treated as an "information service" with telecommunications attributes under applicable law, and that CCI may establish additional terms and conditions during the Term to address its evolving status.

V. REGULATORY JURISDICTION ATTESTATION. Per Federal Communications Commission rules, customers must indicate whether traffic on their circuit(s) is interstate or intrastate in nature. The traffic is considered Interstate if 10% or more of it does not originate or terminate in the same state where the circuit is located. It is considered Intrastate only if more than 90% originates and terminates in the same state in which the circuit is located. Customers are required to designate the jurisdictional nature of traffic on circuits having end-points within the same state. Please specify the circuits ordered as either jurisdictionally interstate or intrastate. Interstate service is subject to a recurring Federal Universal Service Charge (FUSC).

The identified Consolidated Communications provider (CCI):	Pana CUSD #8	(Customer):
By: _____	By: _____	
Name: <u>Brett Kingery</u>	Name: _____	
Title: <u>IL Commercial Sales Manager</u>	Title: _____	
Signature Date: _____	Signature Date: _____	("Effective Date")

The obligations of either party under this Agreement are not effective until it is signed by an authorized representative for each party.

ATTACHMENT 2 GENERAL TERMS AND CONDITIONS

1. SERVICES. Customer (“you”) agrees to execute such reasonable additional forms and authorizations as CCI (“we” or “us”) requires of you to install, provision and/or provide the Services ordered, and to secure payment. You acknowledge that we may elect to perform under this Agreement through one or more CCI affiliates or other entities.

2. RATES. You may be quoted a final price for a Service, or a standard or regular price against which an agreed discount may be applied. The pricing set out in or established by this Agreement controls over any other quote or pricing estimate or statement, whether given orally or in writing. You should check to assure that the pricing set out here conforms with any sales quote given to you. If specific rates are not set out here, those set out in the most recent sales quote are incorporated by reference. Unless a tariff, service guide or similar price and/or term schedule requires otherwise, the pricing in this Agreement is binding. Any installation or other fee that is waived is waived on the express condition that you meet your obligations under this Agreement for the Term.

If a Service is tariffed or provided under another regulatory framework, the terms and conditions there will be applied in accord with applicable law. Those terms and conditions will control over any inconsistent term and condition to the extent required or otherwise provided by law, regulation or order. A change in terms and conditions for a tariffed Service (or a Service controlled by another mandatory format) will apply prospectively.

3. CANCELLATION CHARGE; EARLY TERMINATION CHARGE. If you cancel this Agreement or any Service after the Effective Date but before the date that the Service is first made available to you, or installation fails because of your action or inaction, and is not later completed, you agree to pay to CCI a cancellation charge equal to four (4) months of Monthly Recurring Charge, plus all costs incurred by CCI in connection with the extension of facilities to your location and for installation, including both CCI and third party costs.

If you terminate any Service after the Service is first made available to you and before the end of the applicable Term for any reason not permitted by this Agreement, or if we terminate any Service or this Agreement for your breach, an early termination charge will become immediately due and payable by you to us for the Service(s) involved as follows:

- You are responsible for 100% of the Monthly Recurring Charges for each affected Service for each of the first twelve (12) months remaining in the Term;
- You are responsible for 75% of the Monthly Recurring Charges for each month remaining in the next twelve (12) months of the Term, if any; and
- You are responsible for 50% of the Monthly Recurring Charges for any remaining period after the twenty-fourth (24th) month of the Term, if any.

You are also responsible for: (i) any recurring Service charges that are due or that become due and that are unpaid as of termination, (ii) any non-recurring charges that are due or that become due and that are unpaid as of termination, (iii) any unrecovered costs of installation, (iv) all costs incurred by CCI, including costs with a third party, for any service, equipment or access rights procured in order to install a Service and/or to serve you, and (v) all taxes, fees and assessments. You agree that the early termination charge provision is a fair estimate of the damages to CCI in connection with your early termination and is not a penalty. The early termination charge shall be paid to CCI not later than the later of any due date identified on the invoice or thirty (30) days after the date Service is terminated. If CCI or an affiliate has provided any equipment to you, the equipment must be returned to CCI in good condition. You authorize CCI to enter your premises peaceably to recover equipment during normal business hours or other reasonable times, and to charge you for its cost if we cannot recover the equipment in good condition. When you pay the charges set out above, you will have no further financial obligation under this Agreement. Notice of any Service termination must be submitted in writing to CCI.

4. EXTENSION. After the initial Term, this Agreement and the Term for each Service will automatically be extended for a twelve (12) month period, unless either party provides at least thirty (30) days written notice of termination to the other. At any time after the initial Term period, CCI may modify any terms and conditions, including applicable rates and charges for any Service(s), on thirty (30) days’ written notice; provided, however, that any modifications will apply only prospectively. Terms for cable television service may be modified at any time on thirty (30) days’ written notice. If the new terms and conditions are unacceptable to you, you may terminate the affected Service(s) within sixty (60) days of the effective date of the modification, on thirty (30) days written notice to CCI, paying for the Service(s) through the date of actual termination only at the rates in effect immediately before the change.

5. ACCIS/DEMARICATION POINT. You agree to provide CCI with reasonable access to the location(s) where Service will be installed and/or provided, and to cooperate with CCI during installation and other work related to the provision of Service. If you are not the location owner, you agree to obtain from the owner, manager or landlord, at your expense, all authority required for CCI to place the equipment and facilities necessary to provide Services to you. If you do not secure such authority in time for us to meet the requested service date, either party may terminate this Agreement on written notice to the other without any early termination charge, but you will be responsible for the cancellation charge, for all costs incurred by CCI and for all costs incurred with third parties to extend facilities to the Service location to serve you. If CCI is required to pay for access to serve you, whether on a one-time or recurring basis, you will be notified of the costs, and those

costs will be passed on to you. If you decline to pay such costs, we may elect to terminate all or part of the Agreement. If we do so, you will be responsible for the cancellation charge plus all costs incurred by CCI. If Service is to be connected to your facilities or to the facilities of another entity, CCI will deliver Service to a demarcation point established in accordance with applicable law and/or regulation, or in lieu thereof, established by CCI at or near the Service location. Our responsibilities to deliver and maintain Service end at the demarcation point. We are not responsible to configure Customer equipment or to coordinate installation with other telecommunications, data, equipment or IT, or vendors, or to maintain wiring.

If access rights are terminated during the Term by any third party, or if the terms and conditions for access are materially changed by any third party (including new or increased access fees or other charges), regardless of whether this occurs for breach, for convenience or otherwise, CCI may elect to terminate this Agreement on written notice to you unless you procure new access rights or you assume responsibility in connection with any new terms and conditions, including any new or increased fees or charges. In this instance, you will not be responsible for any cancellation or early termination charges.

6. COMPLIANCE WITH LAWS; OTHER REQUIREMENTS. Each party agrees to comply with all Federal, state and local laws, rules, regulations and ordinances applicable to the Services or their use. We reserve the right to suspend a Service if we determine that the use being made of that Service is or is likely to be in violation of applicable law or regulation. You recognize that if we do this, it may involve a Service interruption.

If you procure Internet Service, you agree to have an Acceptable Use Policy (“AUP”) in place for Service users that is generally consistent with our AUP. Our AUP establishes policies and procedures that are primarily related to security, reliability, harmful or unlawful uses, disputed content, copyright issues and the impact of your use on others. Even if you have an AUP, our AUP will continue to bind you in these important identified areas. Our current AUP is on line at <https://www.consolidated.com/Support/Terms-Policies/Internet-Terms-Policies/Internet-Terms-Conditions-and-Acceptable-Use-Policy>. Our AUP is dynamic and may be modified prospectively from time to time without separate notice to you to address issues relevant to the broader customer base. In the event of a conflict between the AUP and this Agreement, the Agreement will control. Even if you have your own AUP in place, a material violation of our AUP may result in suspension or termination of Service.

7. PAYMENT. You agree to pay for all Services on time and at the applicable rates and charges, plus all applicable taxes, fees and assessments, without any deduction or setoff.

You agree to pay all amounts stated on the invoice by the due date, or if there is no date stated, within thirty (30) days of the date of our invoice to you (the “Due Date”). If you do not timely pay your bill, you will be responsible to pay interest on the unpaid amount at our then-prevailing rate, or to pay our prevailing late charge applied to the amount unpaid, or both, but not more than that permitted by applicable law. All such generally applicable charges may be modified by us from time to time to promote timely payment. You may contact us at any time to obtain our then-current charges applicable to late payment. If your check is returned unpaid, or your payment does not clear, you will be billed our then-applicable fee for such occurrence. If you do not pay all undisputed amounts by the Due Date, we may elect to suspend or to disconnect any Service(s) until your account is brought current, including late fees and charges. A reactivation fee will apply.

8. BILL DISPUTES. If you dispute the amount stated on an invoice, you are required to notify us in writing by the Due Date, i.e., the date that payment is due for the invoice. All bill disputes must be made in good faith. Your dispute notice must identify the charge(s) that you dispute and provide a reasonable explanation of the basis for the dispute. You also must timely pay all amounts not in dispute. If you do not timely raise a bill dispute, the bill will become final and not subject to further dispute for any purpose unless we later determine it is in error. You agree to pay all charges by the Due Date that are not disputed as required by this section, and to cooperate with us as we seek to resolve the dispute. We will seek to resolve any bill dispute promptly. You will receive full credit for claims where you prevail.

9. USE OF SERVICES; OTHER CHARGES. You must independently assess your need for backup Services or redundancy, and procure such additional services and equipment as you deem necessary. You control the access of individuals to your Service, so you are responsible to pay for their use, including others’ use of your Services and/or use of your equipment. This responsibility extends to payment to any other service provider or contractor, such as a long distance company, that charges us or you for usage or for individual installation or connection charges in connection with your Services. We encourage you to investigate and implement available call blocking options to protect yourself from fraud.

10. UPGRADES. If you upgrade a Service before the end of the then-current Term period, you may avoid an early termination charge for it. Normally, you must purchase the upgrade for a new period that is not less than the remaining Term period for the Service it replaces, and that will not involve new costs to serve you that we deem unreasonable. If you terminate the new Service early, an early termination penalty may apply to the new Service. Consult your sales representative if you desire to use this option.

11. BREACH AND TERMINATION. You will be in breach of this Agreement: (i) if you fail to timely pay any undisputed amount due to CCI under this Agreement within ten (10) days of the date that it is due, or (ii) if you fail to perform any other obligation under this Agreement, and such failure continues for more than ten (10) days after written notice from CCI; or (iii) if you cancel or repudiate this Agreement or any Service commitment; or (iv) if you are subject to voluntary or involuntary bankruptcy proceedings, make an assignment for

the benefit of creditors, cease to operate as a going business, become insolvent or seek protection from creditors (each of the foregoing in (iii), "Bankrupt"), and in any Bankrupt case fail to deliver to CCI within ten (10) days a court order providing for adequate assurance of continued payment for all Services provided under this Agreement and that includes a provision for payment of all sums previously billed and all services used but not yet billed, and a deposit of not less than two (2) months of the MRC for all Services, plus applicable taxes and fees. In the event of a breach that is not timely cured, CCI may elect to suspend or terminate any Services and/or this Agreement on written notice to you. CCI retains all remedies available to it by law. If CCI takes action to collect amounts due, or to address any other breach, the prevailing party (with a court judgment) is entitled to reasonable attorneys' fees and costs.

You can terminate this Agreement and/or a Service at any time on written notice to CCI, so long as you pay the applicable cancellation or early termination charge, and all other charges due to CCI. If we fail to perform a material obligation under this Agreement and fail to cure within twenty (20) days after written notice from you or such longer period as may be necessary to do so, or if we are Bankrupt and fail to provide a Service to you, you may terminate this Agreement or the affected Service on thirty (30) days written notice to us, without payment of a cancellation or early termination charge, but you remain responsible for all Service charges, including taxes and fees, until the date Services are actually terminated.

12. EQUIPMENT AND WIRING. We may agree with you to lease or otherwise provide you with equipment and/or inside wiring. The equipment will be identified and listed on a schedule or attachment. CCI is not responsible for equipment procured from any third party, even if procured through a CCI contact or referral. Any equipment provided by CCI remains the property of CCI, and you agree you have no property rights in it, unless you have entered into a written agreement to buy it and you make full payment of the stated price. Any wiring we install for you remains CCI property until law or regulation requires transfer to you, unless CCI otherwise elects in writing to transfer it. We retain title for cost recovery purposes; Customer is responsible for all wiring maintenance on its side of the demarcation point. You may not move any CCI equipment without our written consent. You may not mortgage, encumber, or give any person any rights of any kind in any CCI facilities, equipment or wiring. You agree not to modify, alter, damage or misuse CCI equipment, and to return it to CCI when Service is terminated, in the same condition as when installed, reasonable wear and tear excepted, and consistent with any requirement of law. If there is a separate written agreement for equipment purchase or lease, your rights will also be governed by such document

13. REMEDIES; LIMITS ON LIABILITY. Your remedies for any failure, interruption, degradation, outage, non-delivery or non-performance of any Services, including related equipment and facilities, and any loss of data, or for any breach by CCI or a CCI affiliate of this Agreement, are limited to the following: (i) repair of the Service, facilities, equipment or wiring; (ii) re-performance of work, where that can be done; (iii) cancellation or termination of any Service not remedied by repair or re-performance, with no cancellation or early termination charge; (iv) an adjustment or credit to your bill; (v) a credit for certain qualifying outages; and (vi) in an appropriate case, injunctive relief related to confidentiality provisions. Unless otherwise provided by tariff, price guide or this Agreement, if you have an outage that is not your responsibility and give us prompt notice of such event, and the outage extends for more than two (2) hours, you will become entitled to a credit for the affected Service in an amount that reflects the proportion of the Service month that is affected by the outage.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR LIABILITY TO CCI, AND THE COMBINED LIABILITY OF CCI AND ANY CCI AFFILIATE TO YOU FOR DAMAGES RESULTING FROM ANY DEATH, BODILY INJURY OR DAMAGE TO REAL OR TANGIBLE PROPERTY, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES. FOR DAMAGES OTHER THAN THOSE RESULTING FROM DEATH, BODILY INJURY OR DAMAGE TO REAL OR TANGIBLE PROPERTY (EXCEPT FOR AMOUNTS YOU OWE FOR SERVICES), YOUR LIABILITY TO CCI AND THE COMBINED LIABILITY OF CCI AND ANY CCI AFFILIATE TO YOU SHALL BE LIMITED TO PROVEN DIRECT DAMAGES, NOT TO EXCEED THE TOTAL YOU HAVE PAID FOR ALL SERVICES FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE TRIGGERING EVENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER YOU NOR CCI AND ANY CCI AFFILIATE SHALL BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOSS OF BUSINESS, REVENUE OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND WITHOUT REGARD TO THE THEORY OF RECOVERY.

Under no circumstances will CCI, any CCI affiliate, or any person or entity utilized by CCI, be liable for any of the following: (1) any information or content that CCI or an affiliate transports or provides, and any and all claims related to such information or content; (2) any unauthorized access to or use of your Services or equipment, or of any equipment or facilities related to such Services; (3) any access, alteration, theft, damage, destruction or loss of any of your records, data or other information; (4) any claims for damage for which you are responsible, whether in whole or in part, whether through action or inaction, and regardless of degree; and (5) claims against you by any person or entity not a party to this Agreement.

Each of the foregoing is a material assumption taken into account in establishing pricing.

14. WARRANTIES. We will perform all installation and other work at the location where Service is provided in a competent manner, and any damage to such location will be promptly repaired or corrected. WE SPECIFICALLY DISCLAIM ANY AND ALL OTHER

WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED AND/OR ERROR-FREE OPERATION OF ANY FACILITY, EQUIPMENT OR SERVICE UNLESS THAT IS UNAMBIGUOUSLY DESCRIBED AS SUCH IN THIS AGREEMENT. WE DO NOT WARRANT OR GUARANTEE SPECIFIC INTERNET UPLOAD OR DOWNLOAD SPEEDS OR DATA QUALITY. WE COMPLY WITH APPLICABLE RELATED RULES, BUT SPEEDS ARE SUBJECT TO FACTORS OUTSIDE OF OUR CONTROL.

15. RESCHEDULED OR MISSED INSTALLATION DATE. If you reschedule an installation date, we reserve the right to assess a rescheduling charge, particularly if we have committed resources to the job. If we set a firm installation date and cannot meet it, and such failure is not caused in whole or part by you, you will not be responsible for any associated installation fee. If we cannot deliver a Service within thirty (30) days of the requested Service date, you may terminate your order for that Service on written notice to us, unless the failure is caused by circumstances beyond our reasonable control, including but not limited to such things as severe weather, the inability of third party providers to deliver required services and/or facilities, and equipment back orders.

16. CREDIT/DEPOSIT. All Services are provided subject to verification of good credit before installation, your timely payment and your continued good credit. If your credit is not good, or we have a concern about your creditworthiness, or if we conclude during the Term that there is a material adverse change in your creditworthiness, we may: (1) require a deposit or an increase in an existing deposit; (2) deny or conditionally grant requests for additional Services; (3) suspend any existing Service on notice if we perceive a present inability to pay for it; and/or (4) elect to terminate any existing Service(s) and/or this Agreement without further notice. If you fail to timely pay for Services, we reserve all of our other remedies.

17. TRANSFER AND ASSIGNMENT. Neither party may assign or transfer this Agreement, any Service or any of your rights or obligations under this Agreement without prior written consent of the other party, which will not be unreasonably withheld or denied. Notwithstanding this provision, you may assign or transfer this Agreement and all Services to an entity that you own, that is owned by you or that is under common control with you, or that is your successor by way of merger, consolidation or sale of all or substantially all of your assets, in each case on written notice to us, and if the successor entity agrees in writing to perform all terms and conditions applicable to this Agreement and the Services, and is reasonably capable of doing so. An assignment or transfer in violation of this section shall be void.

18. FORCE MAJEURE. We are not responsible for performance if we are delayed or hindered by any action, inaction or event that is outside of our reasonable control (a force majeure event). This includes, but is not limited to fire, flood, other severe weather event, riot or civil unrest, terrorist or similar acts, any strike or labor stoppage, war, action or inaction by another person or entity, or any act of God. If the Service is unavailable for more than two (2) full days, or for the time stated in an applicable tariff or rule, if shorter, and it is not due in any way to your action or inaction, your obligation to pay will be suspended until the Service is again available. We will use reasonable care to minimize the impact of the force majeure event, and to restore performance (or provide an alternative) as soon as practicable. We will resume performance when the force majeure event ends. If the force majeure event is not caused by you and lasts for more than thirty (30) days, you may terminate the affected Service without any early termination charge.

19. NOTICE REGARDING PRIVACY AND CONFIDENTIALITY OF CERTAIN INFORMATION. In the course of providing Service to you, we will obtain, generate and/or possess information about you, your Services, and your use of the Services. Federal and state law and regulation may establish requirements and standards concerning the protection of privacy or the confidentiality of information. We may provide you with periodic notices about your privacy rights and our compliance with applicable law and regulation. From time to time, we may be required to divulge information pursuant to court orders, subpoenas, or as otherwise required by law, and in some cases we may be required to do this without notification to you or your consent.

20. NOTICES. All notices to you will be sent to the address set out on the first page of the Agreement or on the latest Sales Quote, to the attention of the person signing the Agreement or to any officer. Notices will be effective on personal delivery, or as stated on any certified mail receipt, or as stated on an Express Mail, FedEx or equivalent delivery confirmation. Notices to CCI shall be addressed as follows:

All legal notices:

CCI, a Consolidated Communications Company

Attn: Vice President – Regulatory

Sent to the CCI address set out on the first page

Either party can change the notice address on written notice to the other.

21. GENERAL. The person signing this Agreement for you represents and warrants that he/she is authorized to contract on your behalf and to execute this Agreement.

The failure of either party to insist on strict performance of any provision of this Agreement is not a general waiver of that provision or of any future performance.

This Agreement with all attachments and exhibits constitutes the entire agreement of the parties. No prior or contemporaneous statements, representations, promises or agreements, oral or written, shall be effective unless specifically incorporated herein. This Agreement may only be modified or amended by a writing executed by both parties.

This Agreement is governed by Federal communications law and the law of the state where the Service is provided, without regard to choice of law principles.

If you are obtaining any Service that is not powered from within the CCI network, you acknowledge receipt of disclosure that there are possible limits on access to 911 Service, that you, and not CCI, must provide electrical power for any customer premises equipment and for connections to the underlying CCI network, and that outages may affect 911 access, 711 access and access to other services for users. You also acknowledge that you may be required to affix stickers or labels related to 911 limits or to otherwise provide notice of such limitations to users. You also acknowledge that location-based 911 Service is available, if at all, only at the location where the related CCI Service is actually installed by us. You may be provided with additional disclosures. It is your sole responsibility to determine if a Service is compatible with any security, alarm or monitoring service and/or system you use.

You are advised that many Services are not subject to the same regulatory and tax treatment as traditional circuit-switched telephone Service, and your remedies may be different and more limited. To the extent that you operate or use a private network or multiline telephone system, you are solely responsible to maintain timely and correct specific location information in the 911 or other relevant emergency database of all your telephone units and associated numbers, so that the appropriate emergency agency will be contacted, and the responder will be able to determine the actual location from which an emergency call is made. You are solely responsible for any failure to comply with this provision and any related requirements of law. You give consent to CCI to (i) share information with affiliates and others where sharing can assist in initiating, providing, billing and collecting for Services, establishing and managing billing records, responding to Service issues and resolving payment questions, and (ii) provide information on other CCI Services.

ATTACHMENT 3
COMMERCIAL TROUBLE REPORTING AND MAINTENANCE SCHEDULING

This information is made available to Customers for reporting service problems, checking status on existing repair tickets, escalating individual circuit problems and scheduling maintenance. *Any maintenance notices to Customers will be provided in accord with prevailing CCI state practices.*

1. Consolidated Communications' Standard Escalation Timeline

This standard timeline prevails for most customers, but may be different with some explicit service level agreements (SLAs)

First Level Escalation	Active Trouble Ticket has been open for at least 2 hours
Second Level Escalation	Active Trouble Ticket and First Level Escalation, plus 1 hour
Third Level Escalation	Active Trouble Ticket and Second Level Escalation, plus 1 hour

2. Calls Related to Service Issues

Commercial service issue 7x24:	844-968-7224
First Escalation (ask for supervisor):	844-968-7224
Second Level Escalation – Dawn Frost:	217-234-5961

**3. Consolidated NOC Maintenance
(Used to schedule all maintenance events with CCI)**

7 x 24 x 365 Network Operations Center:	Toll Free #: 888-608-7822 opt 2
Send emails to:	noc@consolidated.com or chris.hopper@consolidated.com
Assistance with Maintenance:	Chris Hopper: (936) 521-7780 chris.hopper@consolidated.com