

Network Services Agreement



Order Information

Contracting Entity	<u>Nova Classical</u>	Billing Account	<u></u>
Billing Address	<u></u>		
Contact	<u>Michelle Ingram</u>	Phone	<u>651-209-6320 x 406</u> Email: <u>mingram@novaclassical.org</u>
Partner:	<u>Dan Sheldon Integrated</u>	Phone	<u>763-201-8008</u> Email: <u>dan@integratedcom.net</u>
Data Contact:	<u>Rymark IT</u>	Phone	<u>651-328-8905</u> Email: <u>aroehrs@rymarkit.com</u>

Service Details

Details	Product Details	Protection Details	NA
Order Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal	Category <u>Internet</u>	Core-Network Fiber Path Diversity <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Service Term <u>36 Months</u>	Bandwidth <u>1Gb</u>	Special Routing Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Service Order Component(s)

Address 1	Address 2
<u>1455 Victoria Way</u> <u>St Paul, MN 55102</u>	<u></u>
Port Speed: <u>1Gb</u>	Port Speed: <u></u>
Bandwidth: <u>1Gb</u>	Bandwidth: <u></u>
Lateral: <u>Single</u>	Lateral: <u></u>
Handoff: <u></u>	Handoff: <u></u>
CFA Provided By: <u>Arvig</u>	CFA Provided By: <u></u>

Pricing

Product: <u>1Gb DIA</u>	Service Item Description: <u>Internet</u>
Quantity: <u>1</u>	MRC Amount: <u>\$800.00</u>
	NRC Amount: <u>\$0.00</u>
Product: <u>/29 Block of Static IP's</u>	Service Item Description: <u>Static IP Addresses</u>
Quantity: <u>1</u>	MRC Amount: <u>\$25.00</u>

Order Notes

Contingent upon October board meeting approval

Signature:

Arvig Signature:

Customer Signature:

Printed Name:

Printed Name:

Date

Date

Title

Title

Terms and Conditions

I agree to keep the Network Services I have selected above from Arvig as stated in the terms and conditions of the Service Level Agreement and Master Service Agreement. If I discontinue service prior to when my agreement ends I understand that I will be billed the early termination fee. Monthly rate available for customers who sign agreement to keep service for such time period. Customers who terminate service or who are disconnected for non-pay, prior to fulfilling agreement, will be charged all remaining recurring charges that would have been due to the company under the terms of the agreement. All basic terms and conditions apply. Taxes and fees are in addition to the monthly rate. Rev. 2013_07

Letter of Agency (LOA)

AUTHORITY TO RELEASE CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)

This Letter of Agency (LOA) hereby authorizes **Integrated** as its authorized telecommunications representative(s) and agent to act on its behalf in the procurement and maintenance of its network telecommunications services. Arvig is hereby authorized and requested to provide all information requested by agent for the purpose of coordinating, discussing, and arranging telecommunications services for the Customer. This Agency specifically authorizes the release of all Customer records to **Integrated** including, but not limited to; billing records, service records, and network and equipment records.

This Agency shall commence on the date of execution below and shall continue until the Agreement Expiration date.

This Authorization does not prevent **Nova Classical** from acting on its own behalf when it is necessary.

Customer Company Name: **Nova Classical**

Main Phone Number: _____

Authorized Signature of Customer: _____

Printed Name: _____

Title: _____ Date: _____

ARVIG®
MASTER SERVICE AGREEMENT
Business Services

This Master Service Agreement (hereinafter "Agreement" or "MSA"), is made on the ____ day of _____, 20____, by and between Arvig Enterprises, Inc. (hereinafter "Arvig") and Nova Classical (hereinafter "Customer" and collectively as "parties"). Arvig agrees to provide to Customer (subject to availability and adequacy of underlying service) and Customer agrees to procure from Arvig the Service(s) (hereinafter ("Service(s)")) as described and at the locations set forth in attachments, addenda, and herein.

This Master Service Agreement, the Service Agreement(s), (hereafter "SA"), (hereinafter collectively "Agreements") the policies and procedures found on Arvig's website: arvig.com, and any filed tariffs, price lists, and schedules all collectively comprise the entire agreement between the parties for the Service(s).

Effective Date. This Agreement is fully binding and enforceable as of the date the Agreement is signed by both parties (hereinafter "Effective Date").

Term. The term of this Agreement (hereinafter "Service Term") is for the number of months set forth on the Service Agreement(s). The Service Term commences upon activation of the Service(s) by Arvig ("Activation Date") or the Effective Date annotated in the Service Agreement(s) whichever shall occur first.

Rates, Charges, Billing, and Payment. Customer shall pay all charges specified in Agreements. Billing shall commence upon Arvig's first regular billing cycle to occur following the commencement of the term identified herein.

Recurring and non-recurring charges. Monthly Recurring Charges (hereinafter "MRC") shall be billed in advance each month. Non-Recurring Charges (hereinafter "NRC") shall be billed on the first invoice after the Activation Date. If the NRC are incurred after the Activation Date or are usage based, such charges shall be billed on the first invoice thereafter. Payments are due on the Payment Due by Date set forth on the Arvig invoice. Customer must provide payment in full by Payment Due By date. If Customer believes it has been billed in error or otherwise disputes a charge, Customer must notify Arvig within 90 days of the date of the invoice containing the disputed charge. Customer's notice must specifically detail the dispute and provide supporting documentation pertaining to the amount in dispute. Arvig shall promptly investigate and notify Customer of the results of its investigation. Arvig shall then notify Customer of Arvig's determination regarding the investigation.

Late Fees. Arvig may assess a late fee of \$2.00 per service account or 1.5% of the balance due, whichever is greater (not to exceed the maximum rate allowed under state law) on any undisputed balances not paid when due, or on any disputed balances determined by Arvig to be due. Late fees may be assessed, as of the original Due by Date, against any disputed amount denied by Arvig. Arvig has the option to suspend Services and/or to pursue any and all other legal remedies until payment is made. Termination of Service(s) may follow. Customer shall pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorney's fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder shall be in U.S. currency.

Additional Charges. Customer shall pay any charges, fees, assessments, or costs, incurred by Arvig, while installing equipment, or as a result of the provisioning of any Services to Customer. Additional charges shall be imposed by Arvig and paid by Customer for:

- hours of service provided by Arvig for matters other than those for which Arvig is responsible in connection with the Service, as described in the Service Agreement,
- original construction fees if customer terminates the service(s) or is disconnected for non-payment prior to fulfilling the original service agreement term,
- any changes to the scope of any project, or
- other specialized services requested by the Customer.

Reactivation. To reactivate suspended Service, Customer must bring its account up to date through the month of reactivation by making payment in full of any outstanding balance, fees, and other applicable charges.

Installation of Equipment. Customer represents that there are no legal, contractual, or other restrictions on the installation of Arvig equipment in the location(s) authorized by Customer. The parties expressly agree that it is the Customer's responsibility to ensure compliance with all applicable building codes, zoning ordinances, covenants, conditions, and restrictions related to the Services, to pay any fees or other charges, and to obtain any permits or authorizations necessary for the Service(s) (collectively

“Legal Requirements”). In providing the Service(s), Arvig shall comply with applicable federal and state laws, rules, and regulations. Each party shall be solely responsible for any fines or similar charges for violation of any applicable Legal Requirements, or federal and state laws, rules, and regulations. Customer acknowledges and agrees that Arvig or its designated service provider shall be required to access Customer’s property or premises and systems or both to install and maintain the Service(s). Arvig shall be relieved of its performance obligations upon refusal of access by Customer. Customer shall also provide a suitable work area for Arvig personnel satisfactory to Arvig in Arvig’s sole and absolute discretion. Neither Arvig nor Arvig’s service provider shall have any liability, other than for gross negligence or intentional misconduct, for any losses resulting from installation, repair, or other services, including without limitation, damage to Customer’s premises, loss or corruption of software, data or other information from Customer’s computer or communications network and systems. Arvig shall use reasonable efforts to install the Service(s) on the date agreed upon by the parties. Arvig does not guarantee that Services will be installed or provided on Customer’s desired due date. Arvig reserves the right in its sole and absolute discretion, to reject any proposed service agreement.

Equipment. Customer agrees that Arvig is acting only as a reseller or licensor of any hardware, software, and equipment (collectively, the “Equipment”) offered under this Agreement that was manufactured by a third party. Arvig shall have no responsibility or liability for any malfunction(s) or defect(s) of Equipment either sold, licensed, or provided by Arvig to or purchased directly by Customer and used in connection with the Service(s). Arvig shall make reasonable attempts to replace, repair, or correct any such malfunction(s) or defect(s) of equipment and to inform Customer of the same, the corrective procedure being implemented, and the costs to Customer of such corrective procedure. Any rights or remedies Customer may have regarding the ownership, licensing, performance, or compliance of the Equipment is limited to those rights extended to the Customer by the manufacturer or those rights extended to Arvig by the manufacturer and also assigned by Arvig to Customer, in connection with this Agreement. Arvig, or its duly authorized agent, may provide, install, maintain, repair, operate and control Arvig’s equipment (“Arvig Equipment”). Arvig’s Equipment shall remain the sole and exclusive property of Arvig, and nothing contained herein shall be construed so as to give, transfer, or convey to Customer, or any other person, any right, title or interest whatsoever in Arvig’s Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty owned, occupied, or leased by Customer or a third party. Customer shall not tamper with, remove, or conceal any identifying plates, tags, or labels identifying Arvig’s ownership interest in Arvig’s Equipment. Customer shall not adjust, align, repair, or attempt to repair, relocate, or remove Arvig’s Equipment, except as expressly authorized in writing prior thereto by Arvig. Customer shall be liable for any loss of or damage to Arvig’s Equipment caused by Customer’s negligence, intentional acts, or unauthorized maintenance and shall reimburse Arvig for the same, within thirty (30) days after receipt by Customer of a request for reimbursement. Customer at its sole cost and expense shall be required to obtain space and power to support Arvig Equipment for the Service(s) for the duration of the Service Term.

Confidential Information. “Confidential Information”, as used in this Agreement, shall mean all information not a matter of public record including, but not limited to, real estate information, financial statements, financial information, reports, analyses, compilations, studies, forecasts, records, intellectual property, drawings, contacts, current and prospective customer lists, equipment, accounts receivable records, billing records, charges, fees and billing rates, forms, documents, plans, vendors, suppliers, customers, records, and any other non-public information disclosed.

- Customer is entitled to use any confidential information supplied by Arvig only in connection with Customer’s permitted use of the Service(s). Customer shall use Customer’s best efforts to protect and keep confidential all confidential information provided in any manner by Arvig to Customer, including but not limited to, by means of installation or possession of any Equipment. Customer shall not copy, alter, reverse-engineer, or tamper with such confidential information or to use it other than in connection with the Service(s). Customer shall not resell, transfer, export, or re-export any Equipment, or any technical data derived there from, in violation of any applicable Minnesota, United States or foreign law.
- Each party acknowledges its access to Confidential Information identified herein and agrees that such is proprietary information and a valuable trade secret, and that any disclosure or unauthorized use of that Confidential Information may cause irreparable harm, loss, and damage. Each party agrees to hold the Confidential Information in strict confidence and not to disclose, disseminate, or discuss any Confidential Information directly or indirectly under any circumstance with any third party and not to use any Confidential Information in any way not specifically authorized herein and to immediately return all Confidential Information received upon receipt of a request to do so. Neither party shall copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other party’s Confidential Information, except as may be necessary to perform its duties hereunder or as required by law without the express written consent of the other party. Each party shall exercise the highest degree of care in safeguarding the other party’s Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality. Notwithstanding the foregoing, the parties agree that Customer proprietary network information

shall only be disclosed in accordance with Arvig's policies and procedures and applicable laws and regulations. If either party is made aware that Confidential Information has been disclosed in an unauthorized manner, such party shall provide notice in writing to the other party consistent with paragraph 30 hereof of such unauthorized disclosure as soon as is commercially feasible, and in no event shall such notice be provided later than fifteen (15) days following the date on which such party is initially made aware of such unauthorized disclosure. Failure of a party who has been made aware of such unauthorized disclosure to provide notice to the other party of such an unauthorized disclosure shall constitute a material breach of this agreement and shall entitle the non-breaching party to terminate this agreement consistent with paragraph 22 hereof.

Return of Equipment. Arvig equipment shall remain the sole and exclusive property of Arvig or Arvig's assignee. Customer shall not tamper with, remove, or conceal any Arvig identifying plates, tags or labels. In the event that Arvig provides Equipment for use by Customer free of charge, or leases equipment to Customer, during the term of this Agreement, upon termination of this Agreement for any reason, Customer must return, at Customer's cost, the Equipment to Arvig in the same condition as furnished to Customer, excepting normal wear and tear. Upon termination of the Service(s), Customer hereby expressly grants Arvig the right to recover any of its equipment from the premises within a reasonable timeframe or within the timeframe identified by Arvig in writing. If Customer fails to return the equipment, Arvig may invoice Customer for the then fair market value of such equipment. Such value shall be determined by Arvig in Arvig's sole and absolute discretion.

Modification of Service(s). Arvig may discontinue, add, or revise any or all aspects of the Service(s) including access to support services, publications and any other products or services ancillary to the Service(s), in Arvig's sole and absolute discretion and with reasonable notice. Customer's use of the Service(s) after the effective date of such changes or additions constitutes the Customer's acceptance of such changes.

Firm Order Commitment Date ("FOC Date"). Within five (5) business days of Order Acceptance for On-Net Services, Arvig shall notify Customer of the Firm Order Commitment date by which Arvig intends to activate the Service and turn it over for Customer's use. For Off-Net Services, Arvig shall notify Customer of the FOC Date within two (2) business days after Arvig receives an installation date from its Third Party Provider. Customer may request a change to the FOC Date after Order Acceptance but no later than fifteen (15) business days before the FOC Date by providing advance written notice to Arvig, subject to the terms and conditions specified in the Master Service Agreement. Customer may submit a request to extend the FOC Date on one occasion per Order for a period up to a maximum of thirty (30) days from the original FOC Date. Customer shall be liable to Arvig for a one-time payment of Five Hundred Dollars (\$500) for each request to change a FOC Date, plus any additional charges for Third Party Services incurred by Arvig in connection with the delayed FOC Date.

Security. Customer agrees to take reasonable measures to protect the security of computers, networks, and communications equipment, including maintaining, at Customer's cost, an up-to-date version of anti-virus and/or firewall software to protect said equipment from malicious code, programs, or other internal components (such as a computer virus, computer worm, bots, etc.). Customer expressly agrees that if any equipment connected to Arvig services becomes infected and causes any of the prohibited activities listed in the Business Internet Service Acceptable Use Policy, Arvig may immediately suspend Service(s) while Customer's equipment is insufficiently protected to Arvig's satisfaction in Arvig's sole and absolute discretion. Customer shall continue to pay all charges, costs, fees, and other amounts due under this Agreement during such suspension. At all times, Customer is solely responsible for the security of any device(s) and equipment Customer chooses to connect to the Service(s) including any data stored or shared on that device.

Taxes, Surcharges, and Assessments. Customer is responsible for payment of any and all federal, state, and local taxes, surcharges, assessments, costs, and charges. Arvig shall collect from Customer all such taxes, surcharges, assessments, costs, and charges unless Customer provides Arvig with proof of exemption. Customer shall indemnify Arvig for any and all taxes, surcharges, assessments, costs, and charges levied against Arvig relative to such exempt status. Arvig may charge, in Arvig's sole and absolute discretion, and Customer shall pay all surcharges and assessments, which are not required by regulatory agencies, but which Arvig is permitted to charge to recover expenses. All such charges shall be set forth on a detailed invoice.

Liens. Any lien shall be discharged by Customer within ten (10) days of the notice of filing. Failure to discharge any such lien is a material breach of this Agreement and may result in immediate termination.

Services, Maintenance, And Upgrade of Facilities. Customer shall reimburse Arvig for all costs and expenses incurred in maintaining its facilities and equipment used to provide Service(s) as set forth in its policies and procedures as a result of work or service calls resulting from Customer's intentional acts and negligence. In such event, Customer shall reimburse Arvig for the cost of the required maintenance at Arvig's standard time and material rate plus any taxes imposed upon Arvig related to such

maintenance.

Planned Maintenance. Arvig reserves the right to interrupt Service(s) for planned maintenance, enhancements, upgrades, or emergency repairs to Arvig's network with reasonable notice to Customer.

Compatible Equipment. Customer shall provide equipment compatible with the Service(s) and Arvig's network and facilities. Customer shall bear the costs of any additional equipment or apparatus reasonably required to be installed because of the use of Arvig's network or facilities. Arvig shall not be responsible for any third-party costs related to configuration changes or troubleshooting of the Arvig provided service(s).

Equipment and Access. Arvig reserves the right to substitute, change or rearrange any equipment used in delivering Service(s) that does not affect the quality, cost, or type of Service(s). Arvig shall manage its network in Arvig's sole and absolute discretion. Customer shall provide all reasonable information, authorizations, and access required by Arvig for the purpose of installing equipment and Service(s), performing routine network grooming, maintenance, upgrades, and addressing emergencies.

Service Interruption Credits. Arvig may determine, in Arvig's sole and absolute discretion, to issue Customer credit, in accordance with the terms of the Service Schedule, when applicable, or on a case-by-case basis, when Arvig is the sole cause of such service interruption, and such interruption is not the result of either planned maintenance, planned enhancements, or upgrades. Such credit shall be based upon the ratio of the duration of the service interruption, measured from the time the interruption is reported to, or detected by Customer, whichever occurs first, to the total time in a 30-day month unless such credit amount shall be otherwise determined by the Service Agreement or Service Level Agreement in which case the Service Agreement or Service Level Agreement determination shall control. No Credit shall be owed for any interruption for reasons authorized hereunder or resulting from a Force Majeure event.

Disclaimer. Except as specifically set forth in this agreement, Arvig makes no warranties, express or implied, under this agreement and specifically disclaims any warranty of merchantability or fitness for a particular purpose. The parties expressly agree that there are no other oral or written representations, warranties, or guarantees except those identified hereunder. Arvig does not warrant that the services will be uninterrupted or error-free.

Limited Liability. Arvig's liability and the exclusive remedy of Customer for claims of damages arising out of or related to the Service(s) or this agreement or both, shall be solely limited to an amount no greater than the amounts paid by Customer to Arvig during the month of the occurrence of any claim. In no event shall Arvig be liable to the Customer for loss of use, loss of income, loss of profits, loss of revenues, loss of savings, or harm to business or any other special, incidental, indirect, punitive, or consequential losses or damages, regardless of the foreseeability thereof.

Warranties. Each Party represents to the other:

- That it is an entity, duly organized, validly existing and in good standing under the laws of the State of its origin, with all requisite power to enter into and perform its obligations under this Agreement in accordance with its terms;
- That, to its knowledge, neither its equipment nor facilities shall pose or create a hazard to the other's Equipment, facilities, personnel, customers, or the public in general;
- That its use of the Service shall comply and conform with all applicable federal, state, and local laws, administrative and regulatory requirements, and any other authorities having jurisdiction over the subject matter of this Agreement, and it shall be responsible for applying for, obtaining, and maintaining all registrations and certifications which may be required by such authorities.

Mutual Indemnification. To the extent permitted by law, Arvig and the Customer shall indemnify, hold harmless, and defend each other, its officers, parent, and/or affiliated companies, employees, agents and subcontractors from liabilities, claims, damages, and expenses whatsoever (including reasonable attorney's fees) arising out of or in connection with Arvig and Customer's use or Arvig and the Customer's end-users or third parties' resale or sharing of the Services or both. Arvig and the Customer indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death to the extent caused by either party due to their negligence, gross negligence or willful misconduct.

Default And Termination. Unless otherwise provided by law, Customer shall, upon providing Arvig a notice of termination of Services, be responsible for payment from the Service End Date (date of disconnection) to the end of the 30-day-notice period. In the event of early termination, the early termination fee shall be calculated from the end of the 30-day-notice period until the expiration date of the current term.

- It is expressly agreed by the parties that Customer's use of the Service(s) provided, and any equipment associated therewith shall not violate the provisions of any of Arvig's policies and procedures, including Arvig's Business Internet Service Acceptable Use Policy, which can be found at www.arvig.com and is incorporated herein by reference. Arvig may immediately suspend or terminate, without liability, the Services for any violation of this provision. Arvig reserves the right to revise the terms and provisions of all of its policies and procedures as it deems appropriate in its sole and absolute discretion, and this Agreement is subject to all such revisions.
- Except as set forth above, if either party violates any provision of this Agreement the non-defaulting party may send the defaulting party written notice detailing the default. The defaulting party shall have:
 - 10 days from the date of the written notice to cure a payment default, or
 - 30 days from the date of the written notice to cure a non-payment default.
 - If the defaulting party fails to cure, the non-defaulting party may terminate this Agreement and any Services hereunder upon notice or pursue any and all other legal remedies. This Agreement also may be terminated by either party in accordance with the provisions of the then current tariff or price list.
- If Customer terminates this Agreement or all or any part of the Service(s) at any time after the Effective Date, or If Arvig terminates this Agreement as a result of Customer's breach, Arvig may charge Customer an early termination fee equal to and including any or all of the following:
 - 100% of the total MRC, surcharges and taxes for the Services Term then remaining, and
 - any unpaid activation, installation and/or special construction charges, and
 - reasonable attorneys' fees, costs, and expenses incurred attempting to collect amounts due from Customer whether or not formal litigation is commenced, and
 - all other fees or costs, whether previously waived or not, less amounts already paid.
- Customer shall not be liable for the early termination fees set forth above if Arvig breaches the Agreement, or if the Customer orders from Arvig services of equal or greater MRC than the Service(s) terminated, and the new services are ordered within 30 days of the termination and approved by Arvig. Customer acknowledges that Arvig's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and are not intended as a penalty. All such amounts shall become immediately due and payable by Customer to Arvig.

Business Customers. Customer shall be prohibited from reselling any Service(s), equipment, or products provided by Arvig to Customer, in whole or in part, directly or indirectly, in a bundled or unbundled manner or in any manner whatsoever. Customer hereby expressly warrants and guarantees that Customer will not resell any Service(s), equipment, or products provided by Arvig to Customer.

Force Majeure. In the event that either party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, pandemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, or any cause beyond such party's reasonable control, the party's performance shall be excused and the time for the performance shall be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event shall not constitute grounds for a declaration of default by either party hereunder.

Equal Opportunity Clause. EEO and Notice of Labor Rights. Seller shall, to the extent they apply, abide by (1) the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability; (2) 29 CFR Part 471, Appendix A to Subpart A, and (3) E-Verify.

Execution in Counterparts. This Agreement and any amendments or modifications hereto may be executed in a number of identical counterparts and may be signed electronically, or by facsimile. An electronically signed version of this agreement shall have the same binding effect as a "wet ink" original between the parties and under the applicable law.

Remedies and Waiver. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and the same shall continue in full force. No failure of either party to insist upon the performance of any provision, no failure to exercise any right granted hereunder, no delay or omission to exercise any of its rights shall not be construed as a waiver or any default or acquiescence of such provisions(s), nor shall the same be considered a condonement of any continuing or

subsequent breach of the same provision. Both parties shall maintain any and all contractual, statutory, equitable, and legal remedies available hereunder or otherwise except as otherwise provided for hereunder.

Merger and Modification. This Agreement, together with the attachments and addenda incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior discussions, representations, negotiations, memoranda, or agreements whether oral or written, between the parties related hereto. No alteration, modification, or interpretation hereof shall be binding unless in writing and signed by both parties.

Severability/Blue Pencil Doctrine. If any provision(s) hereof is held to be invalid, void, unreasonable, or unenforceable, by a court of competent jurisdiction, the remainder of the provisions shall nevertheless remain unimpaired and in effect and such objectionable provision(s) shall be deemed modified to the minimum extent necessary to make it valid, reasonable, or enforceable and the court shall hereby have the authority to modify such provision(s) to give maximum effect to the original meaning of the provision while modifying the provision(s) in the least substantive manner possible in order for the Court to no longer hold the provision(s) to be objectionable.

Survival. All provisions prescribing representations, warranties, covenants, choice of forum, choice of law, severability, merger, modification, remedies, limited liability, indemnification, equipment, and confidentiality rights and obligations of the parties of this agreement and any provisions which otherwise by their terms prescribe a time period beyond the scope of the term of this agreement shall survive the termination of this Agreement and continue for a period not to exceed the relevant statute of limitations.

Notices. All notices required hereunder shall be considered valid if in writing and made by personal delivery, United States First Class Mail, overnight delivery, certified mail, or by digital transmission with receipt verification and are effective as of the date of transmission. Notices shall be sent as follows:

- If to Customer: To the address(es) and contact information listed in the customer account
- If to Arvig, to Arvig’s COO, 150 Second Street SW, Perham, MN 56573.

Assignment. Customer may not assign its rights or obligations hereunder without the prior written consent of Arvig. Arvig may assign its rights and obligations hereunder by providing Customer with notice of such assignment. Any attempt by Customer to so assign its interest shall be void and constitute a default under this agreement entitling Arvig to any and all remedies hereunder or at law.

Choice of Forum, Choice of Law. This Agreement shall be construed, enforced, interpreted, and governed by and in accordance with the laws of the State of Minnesota. Any legal proceeding arising hereunder shall be commenced in the District Court of Otter Tail County, Minnesota.

Joint Venture, Partnership, Third-Party Beneficiaries. Nothing in this Agreement is intended to, or shall be construed as creating a Partnership, Joint Venture, or any third-party beneficiaries.

Time. Time is of the essence for all provisions of this Agreement.

ARVIG ENTERPRISES, INC.		CUSTOMER	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____