

BUSINESS SERVICES AGREEMENT

BSA ID	TERM LENGTH
00033322	36 Months

This Business Services Agreement is entered into by Waller County (“**you**” or “**Customer**”) and the Consolidated Communications, Inc. affiliate located in the state in which the Service(s) are being provided (“**we**” or “**CCI**”) and along with the General Terms and Conditions attached hereto and incorporated herein constitute the agreement (the “**Agreement**”) for the provision of the “**Services**” requested below. Additionally, one or more addendum(s) with service-specific terms and conditions may be attached to

this Agreement (each, an “**Addendum**”). Each such Addendum will be governed by and incorporated into this Agreement. This Agreement is binding on you and CCI when signed by both parties (the later dated signature being the “**Effective Date**”). By signing below, each party represents that their signatory is duly authorized to execute and deliver this Agreement. This Agreement will continue in force for so long as any Service is provided hereunder.

SERVICES REQUESTED. The Service(s) requested by you and to be provided by us under the Agreement are as follows:

Address:	5004 Gassner Road, Brookshire, Texas, 77423	Site MRC:	\$48.98
		Site NRC:	\$129.00

Services	Quantity	MRC	Total MRC	NRC	Total NRC
BizConnect 20Mbps	1	\$34.99	\$34.99	\$129.00	\$129.00
Broadband Modem/Router	1	\$8.99	\$8.99	\$0.00	\$0.00
Managed Gateway Bronze	1	\$5.00	\$5.00	\$0.00	\$0.00

Site Name	Site Notes
5004 Gassner Road	

CHARGES AND FEES. The following reflect the charges and fees applicable to the Services ordered:

(a) Total of Monthly Recurring Charges (“ MRC ”):	\$48.98
(b) Total of Non-Recurring Charges (“ NRC ”):	\$129.00

Any and all taxes, fees, universal service and similar public policy assessments, are in addition to the amounts set out above, and are also payable by you. If a tariff governs a Service, the terms of the tariff will take precedence over this Agreement. All pricing is exclusive of any non-recurring charges incurred that are not reflected above, including charges related to any needed extension of facilities or additional work necessary to provide the Services. These charges may include after-hours installation charges for requested installations between 5:00 p.m. and 6:59 a.m. Monday through Thursday or weekend installation charges for requested installations between

5:01 p.m. Friday and 6:59 a.m. Monday. All extension or installation work will only be performed upon your agreement to pay the associated charges, and if you do not agree to pay such charges, this Agreement (or any applicable Service) will be subject to cancellation by us. Pricing is also exclusive of: (i) any usage or variable charges, (ii) all taxes and fees, and (iii) all charges incurred in connection with governmental or quasi-governmental assessments, all of which are payable by you. We reserve the right to adjust monthly service rates due to increases in other tariffed services that are outside of our control, or where third-party vendors increase rates for third-

party services, and you will not be entitled to terminate this Agreement as a result of any such increase. Notwithstanding any other terms in this Agreement, this pricing is good only in areas where the Service is commercially available. You understand that the Service selected may not be commercially available at the rates, speeds or bandwidth set forth herein in your area, and that this Service Order is subject to our final acceptance. Any long distance package pricing excludes charges related to international calls, which will be payable as incurred according to then-applicable rates. You are 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. All Services are provided subject to verification of good credit before installation, your timely payment and your continued good credit.

TERM OF SERVICES. This Service Order is binding on you when you sign it. The initial term for each Service is 36 Months. The billing for each Service will commence on that date upon which the Service is made available by CCI for use by you, unless, prior to commencement, you notify us in writing that the Service provided does not meet an applicable Service performance specification. The Contract Term will not be less than a term of 12 months from the Service availability date except where "month-to-month" is the contracted term or where applicable law provides otherwise. During the initial term, we may make changes to the Services, including by adding to or modifying the features associated with the Services, but we will not materially reduce your Service functionality during the initial term. In some cases, new or modified Service features may require your payment of additional charges. If a new or modified Service feature requires your payment of an additional charge, we will notify you and will provide an opt-out period during which you will be able to opt-out of the applicable feature and the corresponding charge. If you do not opt-out during the opt-out period, your continued use of the Service following the opt-out period signifies your acceptance of the new or modified Service feature and your agreement to pay the corresponding charge. After the initial term, this Agreement and the term for each Service will automatically be extended on a month-to-month basis, unless either party provides at least 30 days' written notice of termination to the other. Upon the commencement of any such month-to-month renewal term, any discounted or promotional pricing will expire, and pricing will automatically be adjusted to reflect our then-current rates for the Services. During the renewal term, we may discontinue or modify the Service or increase Service charges at any time with thirty (30) days' prior notice to you.

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 if installation fails because of your action or inaction, and is not later completed, you agree to pay to us a cancellation charge equal to four (4) months of MRCs, plus all costs incurred by us in connection with the extension of facilities to your location, including both our costs and third-party costs. The cancellation charge will be paid to us not later than the later of any due date identified on

the invoice or thirty (30) days after the date Service is terminated. If we have provided any equipment to you, the equipment must be returned to us in good condition or you will be responsible for its cost. Notice of any Service termination must be submitted to us in writing. 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, you are responsible for an early termination charge equal to 100% of the MRCs for each affected Service for each of the remaining months in the term. Notwithstanding the foregoing, in markets where the following products are sold, the Essentials Voice, EPAKII Voice Packages, BizConnect and FiberConnect products will be subject to a flat early termination charge of \$129.00 per circuit or per line as applicable with no proration for the length of time left in the term for these products. In addition to the applicable early termination charge, you will also be responsible for the following ancillary costs related to your Service: (i) any recurring Service charges that are due or that become due and that are unpaid as of termination; (ii) any non-recurring charges (including any non-recurring charges that were waived by us at the time the Services were ordered) that are due or that become due and that are unpaid as of termination; (iii) any unrecovered costs of installation including, without limitation, fiber build and similar costs; (iv) all costs incurred by us, 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 and the ancillary costs described above are a fair estimate of the damages to us in connection with your early termination and is not a penalty. Early termination charges may be waived if you upgrade a service for a term at least as long as the remaining term on this Agreement.

911 SERVICES. 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-premise 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 we physically install the related Service. 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. To the extent that you operate or use a private network or multiline telephone system, you are, to the fullest extent permitted by applicable law, 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 agree to notify all users and potential users of the limitations applicable to 911 calls made through the Service as described in this provision.

MARKETING

Unless you opt-out by marking the box below, the following provision will apply to you: You agree that we may include your name and logo on our public customer list. You also agree to reasonably cooperate with us on co-marketing and public relations activities to demonstrate the launch and success of your program (e.g., press release, case study, testimonial,

video). You grant us a limited, non-exclusive, worldwide license to use your name and logo for these purposes.

I am opting out of this provision

CCI REPRESENTATIVE		Waller County	
By:		By:	
Name:		Name:	
Title:		Title:	
Signature Date:		Signature Date:	
00033322		CUSTOMER CONTACT INFORMATION:	
		Name:	Greg Henry IT
		Address:	3410 FIRST ST, Pattison, TX, 77423
		Business Phone:	713-816-4353
		Email Address:	ghenry@xpernet.com

GENERAL TERMS AND CONDITIONS

1. SERVICES. These General Terms and Conditions along with the Business Services Agreement and any Addenda attached hereto constitute the Agreement between the parties for the provision of Services requested by you hereunder. You may not vary this Agreement with use of a Customer-issued purchase order, it being understood that the terms of any such purchase order will be void and/or superseded by the terms of this Agreement in the event of any conflict. You acknowledge that we may elect to perform under this Agreement through one or more CCI affiliates or other entities and that the applicable CCI affiliate to this Agreement is located in the state in which the Service(s) are being provided as referenced at <https://www.consolidated.com/affiliates>.

2. ACCESS. You agree to provide or obtain for us reasonable access to the location(s) where Service will be installed and/or provided, and to cooperate with us during installation and other work related to the provision of Service. We will deliver Service to a demarcation point established in accordance with applicable law and/or regulation, or in lieu thereof, established by us at or near the Service location.

3. 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 late charges applied to the amount unpaid of one and one-half percent (1.5%) of such amounts from the Due Date until paid in full (or the greatest amount allowed by applicable laws, if less). 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 interest and late charges. A reactivation fee will apply.

4. BILL DISPUTES. If you dispute any charges stated on an invoice, you are required to notify us in writing within thirty (30) days of the date of the disputed invoice. Regardless of the basis of the dispute and unless prohibited by applicable law, if you fail to provide to us a written dispute notice as set forth above within thirty (30) days after the date of the affected invoice in which the disputed charge initially appears, you waive the right to dispute the charge and the invoice will become final and not subject to dispute for any purpose. Your dispute notice must identify the specific charge(s) that you dispute and provide a reasonable explanation of the basis for the dispute. Notification of disputed charges will not excuse payment of the remainder of the invoice, and you agree to pay all other invoiced charges not disputed in accordance with this section by the Due Date. Upon our resolution of a dispute you will either be credited for disputed amounts resolved in your favor or must pay the disputed amounts found to be due.

5. USE OF SERVICES. You are responsible to pay for all use of Service, including others' use of your Service and/or use of your equipment. We encourage you to investigate and implement available security options such as call blocking to protect yourself from fraud. Services are provided to you

for your own use and cannot be resold by you unless specifically agreed to in writing by us. 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. Our current Acceptable Use Policy (AUP) is available at <https://www.consolidated.com/Support/Terms-Policies/Internet-Terms-Policies/Internet-Terms-Conditions-and-Acceptable-Use-Policy> and is expressly incorporated into this Agreement. We may update our AUP or other online terms and conditions of use applicable to the Service at any time. A violation of any applicable law or our AUP by you or any users of your Service may result in an immediate suspension or termination of Service.

6. EQUIPMENT, WIRING AND SOFTWARE. We may provide you with equipment and/or inside wiring. Unless otherwise expressly provided in this Agreement, you obtain no property right or interest in any equipment or facilities provided by us, and all right, title and interest to such items will remain solely with us or our underlying provider, as appropriate. We may at any time substitute the equipment and facilities used to provide the Services. As to all CCI-provided equipment, unless purchased by you and paid in full, you will: (i) keep all the equipment free and clear of any levies, liens and security interests and will provide prompt notice of any attachment or other judicial process affecting any item of the equipment; (ii) safeguard the equipment from loss and damage; and (iii) maintain full responsibility for the equipment if any damage or injury occurs and pay for all repairs, or for the replacement of the equipment if it is irreparable, lost or stolen. You are responsible for all wiring maintenance on your side of the demarcation point. Additional charges based on time and materials may apply if an optical handoff is required for Ethernet delivery. You may not move any CCI equipment without our written consent and, unless purchased by you and paid in full, you must return all CCI-provided equipment to us when the associated Service is terminated, in the same condition as when installed, reasonable wear and tear excepted, and consistent with any requirement of law. If we provide you with any software, you are only permitted to use the software in object code form on the hardware on which it is installed for the sole purpose of enabling use of the Services, and you agree not to: (i) disclose or make available to third parties any portion of the software without our advance written permission; (ii) further copy or duplicate the software; (iii) reverse engineer, decompile or disassemble such software; (iv) make derivative works from such software; (v) modify such software; or (vi) use the software in a credit bureau capacity. Additionally, to the extent any such software is third-party software, the third-party software may be governed by separate license provisions found or identified in documentation or on other media delivered with the third-party software or otherwise provided to you, all of which are incorporated herein by reference.

7. NETWORK ADDRESSES. Any and all network addresses provided to you will at all times remain our property and are non-transferable. We grant you a license to use such network addresses during the term but only for the purposes and as contemplated by this Agreement. You will have no right to such network addresses upon expiration or termination of the applicable

Services. You also agree that your license to use such network addresses during the term is revocable and is for non-portable network address space. Network addresses may be re-numbered as and when we deem necessary. All customers applying for IP address space from CCI must complete an IP address form provided by us, the terms of which will be deemed incorporated herein. Unless otherwise expressly provided in this Agreement, all fees associated with domain name registration and periodic maintenance of domain names are your responsibility. The registrar (or CCI on registrar's behalf) will bill such fees directly to you.

8. CUSTOMER-PROVIDED EQUIPMENT. You will provide, at your sole cost and expense, any and all additional electronic equipment and other facilities necessary for your use of the Services other than those provided by us. Unless otherwise agreed in writing, we will have no obligations with respect to the provision, installation or maintenance of any customer-provided equipment. You will pay the cost of interfacing to our demarcation point. You are fully responsible for ensuring that all customer-provided equipment is properly interfaced with the Services and emits signals that: (i) are of the proper mode, bandwidth, power, data speed and signal level for your intended use; (ii) are fully compliant with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission (FCC); and (iii) do not damage, harm, degrade or interfere with proper operation of the Services or our equipment and facilities. We assume no responsibility for the quality of the signal generated by any customer-provided equipment and will only be required to use commercially reasonable efforts to deliver the signal to the receiving location in the same format and condition as generated by such equipment. If you fail to maintain and operate your equipment properly, with resulting or imminent interference, degradation or harm to or with the proper operation of our services, equipment or facilities, or with injury or imminent injury to our personnel, we may immediately suspend the Services without liability or require the use of protective interface equipment at your expense.

9. MAINTENANCE AND SERVICE ISSUES. The information located at https://www.consolidated.com/Trouble_Reporting is made available to you for reporting service problems, making requests for repair status, escalating individual circuit problems and scheduling maintenance. We also reserve the right to perform network upgrades, maintenance, updates and modifications at such times as are determined by us as required to maintain the Service performance, and any maintenance notices to you will be provided in accordance with the applicable Addendum and prevailing CCI state practices. We will use commercially reasonable efforts to perform all scheduled maintenance in a manner that minimizes any system interruption and will typically endeavor to perform scheduled maintenance between 12:00 a.m. and 6:00 a.m. local time. Each party will maintain communication with the other party throughout the status of any customer-specific trouble resolution. Your sole remedy for failure of the Services to meet any applicable performance specifications and for any Service interruptions as described in any Addendum will be for us to grant you the credits described in the applicable Addendum, if any. To be eligible for a credit, you must be under term as to the affected Service (must not be month-to-month), must be in good financial standing with CCI and must open a trouble ticket with us for

the Service issue. To receive a credit, you must request the credit in writing within thirty (30) days after the end of the month in which the credit-generating event occurred or you will waive your right to any credit or other remedy for such event. Credit requests must include your name, contact information, billing account number, circuit ID (if applicable), the date of the outage, trouble ticket number(s) and any other information requested by us. All credit requests are subject to our review and approval, and credits will only be applied in the billing cycle following our approval. Credits are not cumulative (only the highest applicable credit will apply to any one credit-generating event) and will not exceed 50% of the MRC for the affected Service(s) in the aggregate unless otherwise provided in an applicable Addendum. If there are no Addenda or the applicable Addendum does not specifically provide for credits, credits will only apply in our sole discretion. Services provided pursuant to filed state or federal tariff are subject to terms and conditions contained in such tariff and not any Addendum. In no event will you be entitled to credits or other remedies for Service issues caused by you or resulting from Force Majeure Events (described below) or our planned maintenance.

10. LIMITATION OF WARRANTIES. We will perform all installation and other work at the location where Services are provided in a competent manner, and any damage to such location will be promptly repaired or corrected. Additionally, in the event you are permitted to purchase any equipment or third-party software licenses as set forth in this Agreement, we will use commercially reasonable efforts to pass through (or to cause its applicable vendor to pass through) the manufacturer's end-user warranty for the purchased equipment or software licenses. OTHERWISE, ALL SERVICES, EQUIPMENT, FACILITIES AND SOFTWARE ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND 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. ADVICE OR INFORMATION GIVEN BY CCI OR ITS CUSTOMER SUPPORT OR OTHER REPRESENTATIVES WILL NOT CREATE A WARRANTY OF ANY NATURE OR TYPE WHATSOEVER.

11. REMEDIES; LIMITS ON LIABILITY.

11.1 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 us of this Agreement, are limited to (i) the applicable service credits or other remedies provided for under an applicable Addendum or (ii) if no Addendum is applicable, one or more of the following as elected by us: (a) repair of the Service, facilities, equipment or wiring; (b) re-performance of work, where that can be done; (c) cancellation or termination of any Service not remedied by repair or re-

performance, with no cancellation or early termination charge; and/or (d) an adjustment or credit to your bill.

11.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMBINED LIABILITY OF CCI AND ANY CCI AFFILIATE TO YOU WILL BE LIMITED TO THE APPLICABLE REMEDY IDENTIFIED ABOVE AND WILL IN NO EVENT EXCEED PROVEN DIRECT DAMAGES, NOT TO EXCEED THE TOTAL YOU HAVE PAID FOR ALL SERVICES FOR THE 12-MONTH PERIOD PRIOR TO THE TRIGGERING EVENT. HOWEVER, THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR CCI OR ANY CCI AFFILIATE WILL BE RESPONSIBLE FOR ANY PUNITIVE, ENHANCED COMPENSATORY, 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. To the maximum extent permitted by applicable law and except as otherwise expressly provided in this Agreement, neither CCI, any CCI affiliates nor any person or entity utilized by us to provide the Services, will be liable for any of the following: (i) any information or content that CCI or an affiliate transports or provides, and any and all claims related to such information or content; (ii) any unauthorized access to or use of your Services or equipment, or of any equipment or facilities related to such Services; (iii) any access, alteration, theft, damage, destruction or loss of any of your records, data or other information; (iv) 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 (v) claims against you by any person or entity not a party to this Agreement. Some jurisdictions may not permit the exclusion of certain warranties and/or damages as set forth above. In these jurisdictions, the foregoing will serve to limit CCI's liability to the maximum extent permitted by applicable laws.

11.3 No cause of action, regardless of form, arising out of this Agreement, may be brought by either party more than one (1) year after the cause of action has arisen or, in the case of non-payment, more than one (1) year from the date the last payment was due.

12. BREACH AND TERMINATION. You will be in breach of this Agreement: (i) if you fail to timely pay any undisputed amount due to us under this Agreement within ten (10) days of the date that it is due; (ii) immediately if you fail to comply with section 5 of these General Terms and Conditions; (iii) if you fail to perform any other obligation under this Agreement, and such failure continues for more than 10 days after written notice from us; (iv) if you cancel or repudiate this Agreement or any Service commitment; or (v) 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, or become insolvent or seek protection from creditors. Upon the occurrence of a breach not cured within CCI's 30-day written notice, we may elect to suspend or terminate any Services and/or this Agreement on written notice to you. If we take action to collect amounts due, or to address any other

breach, we will be entitled to reasonable attorneys' fees and costs. You can terminate this Agreement and/or a Service at any time on written notice to us, subject to payment of all applicable cancellation or early termination charges set forth in the Service Order. We will only be in breach of this Agreement if we fail to perform an obligation under this Agreement and such failure continues for more than 30 days after written notice from you. Upon the occurrence of our breach, you may elect to terminate any Services and/or this Agreement on written notice to us.

13. 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, severe weather, any other Acts of God, acts of government, civil unrest, terrorist or similar acts, any strike or labor stoppage, embargo, war, cable cuts, power outages or failures, action or inaction by any third party, or any unavailability of necessary facilities, software, hardware or equipment. Notwithstanding anything herein to the contrary, if the Force Majeure delay continues for 30 days or more, either party may terminate the affected Services upon written notice to the other party, without penalty or liability for early termination.

14. INDEMNIFICATION. You hereby agree to indemnify, defend and hold CCI and any CCI affiliate harmless from and against any damages, costs, liabilities and attorneys' fees (and costs) we may incur from any claim arising from: (i) your use of the Service, or the use of your Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of any Service with other products or services not provided by us, or any modification of the Service; (ii) your breach of the terms and conditions contained herein or any other terms and conditions of use applicable to the Service; or (iii) your negligence or willful misconduct. In such event, you agree to defend and control any such litigation, including the payment of any settlement thereof. You agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without our prior written consent, such consent to be exercised in our sole discretion. We hereby agree to give you prompt notice of all claims and to cooperate in defending against the claim. You may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without our prior written consent, such consent to be exercised in our sole discretion.

15. ASSIGNMENT AND TRANSFER. You may not assign or transfer this Agreement, any Service or any of your rights or obligations under this Agreement without our prior written consent. Notwithstanding this provision, you may assign or transfer this Agreement and all Services to an entity that is successor to all or substantially all of your assets or capital stock on written notice to us if the successor entity agrees in writing to perform all terms and conditions applicable to the Services and is reasonably capable of doing so. We may assign this Agreement in whole or in part at any time subject to the requirements of applicable law. New customers are subject to credit review. An assignment or transfer in violation of this section will be void. This Agreement is binding upon execution, and will inure to the benefit of each of the parties and their respective successors and permitted assigns.

16. NOTICES. CCI may provide notice of change of address via email or regular mail to the contact person set forth on the signature page of this agreement, or to any subsequent contact person identified by you. All other legal notices to you will be sent to the contact person and address set forth on the first page of this Agreement. All other legal notices must be in writing and will be mailed by certified or registered mail, postage prepaid, return receipt requested and will be deemed given on the third (3rd) business day after the date of posting in a United States Post Office or one day after delivery to a nationally recognized overnight courier. All legal notices to us must be sent to: Consolidated Communications, Attn: Legal Department, 350 South Loop 336 West, Conroe, Texas 77304. Except as otherwise agreed upon by you and CCI, you can change your notice address on written notice to CCI in accordance with this section.

17. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL AND CERTAIN CLAIMS. This Agreement, its formation, construction and interpretation will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. For the purpose of resolving any dispute regarding this Agreement, its formation, construction and interpretation, to the fullest extent allowed by law, the parties agree to submit to jurisdiction and to bring such action in a U.S. District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, where the original party defendant is domiciled. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE ANY CLAIM RELATED TO THIS AGREEMENT ON A

CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY, TO THE EXTENT PERMITTED BY LAW.

18. MISCELLANEOUS. The person signing this Agreement for you represents and warrants that he/she is authorized to execute this Agreement. For certain Service changes, a person authorized on your account may request the change via an email to your account representative or a CCI customer service representative. Otherwise the terms and conditions of this Agreement can only be amended by a writing signed by both parties. 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. If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains enforceable. This Agreement constitutes the entire agreement of the parties. Each party hereto is an independent contractor under this Agreement, and no license, joint venture or partnership, express or implied, is granted, created or intended. Neither party has the authority to bind the other party, or act for the other party, in any manner or capacity. In the event of any inconsistency between these General Terms and Conditions and the terms or conditions contained in the Business Services Agreement or any Addendum, the terms of the Business Services Agreement or applicable Addendum will govern and control with respect to the applicable Service.

19. CONSENT TO SHARE INFORMATION. You give us your consent to: (i) share information with our 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 1

Insert any applicable Service Addenda
(there may be none)

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