MIDCO BUSINESS

MASTER SERVICE AGREEMENT

General Terms and Conditions

These General Terms and Conditions along with any Exhibits, Attachments and Service Orders and Addendums together constitute the "Master Service Agreement" ("Agreement") is made by and between Midcontinent Communications®, a South Dakota General Partnership (Midco®), with a principal place of business at 3901 N Louise Ave Sioux Falls SD 57107, and NovaCare Rehab, with a principal place of business at 600 COUNTY ROAD 75 NW CLEARWATER, MN on behalf of itself and its affiliates ("Customer"); each a "Party" and, collectively, the "Parties."

TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES

1. **Service.** Subject to the terms and conditions contained herein, Tariffs on file in each state and Federal Communications Commission (FCC), and the applicable usage policies as posted on www.midcocomm.com, Midco agrees to provide to Customer the service or services identified in the accepted Business Solutions Service Order(s) (collectively, the "Service"). Except as required by law, Service is for end-use only and may not be resold by Customer. Customer is responsible for security and all usage of Service.

2. **Service Order.** Customer may purchase Services during the Term of this Agreement by completing a Service Order. Customer shall contact Midco to determine the availability of Service. As part of the Service Order, Customer may be asked to identify the location of Service, term of Service, type of Service requested, desired installation date, and any other information reasonably requested by Midco to determine the availability of Service. Upon receipt of Customer's properly completed Service Order, Midco will review and respond to Customer within a commercially reasonable amount of time of Midco's receipt of a Service Order and either accept such proposed Service in writing or email, or respond to Customer declining to provide the requested Service. By executing a Service Order, Customer represents and warrants that Customer: (a) either owns the Service Location or has received permission from the legal owner and/or any other necessary party of the Service Location to make any changes to the interior and/or exterior necessary to install Midco Equipment (as defined in Section 17); (b) is legally authorized to purchase and receive the Service and Midco Equipment (if applicable) and fulfill its obligations under this Agreement; and (c) affirms that the information Customer supplies to Midco is correct, accurate and complete. Upon acceptance by Midco, the executed Service Order shall be incorporated into and subject to the terms of this Agreement. (For purposes of clarification, throughout the remainder of this Agreement, references to Service Order shall mean a Service Order that has been accepted by Midco.)

3. **Service Upgrade.** At Customer's election and subject to Midco's approval and acceptance thereof, the Parties may amend this Agreement by executing a Service Order for additional quantities of or functionality enhanced versions of Service. The Service Order shall specifically reference, in addition to any other information required to be set forth in a Service Order, the additional quantities and/or functionality enhanced versions of Service desired by Customer to be provided by Midco thereunder.

4. **Engineering Review.** Each Service Order submitted by Customer shall be subject to an Engineering Review by Midco. Midco will provide Customer written notification in the event Service installation at any Service Location will require any additional fees. Customer will have five (5) business days from receipt of such notice to reject the new fees and terminate, without further liability, the Service Order with respect to the affected Service Location.

5. **Installation Schedule.** Midco shall provide Customer with an estimated availability date for each Service and Service Order. Midco shall use commercially reasonable efforts to provide the Service on or before the estimated availability date; provided, however, that Midco's failure to provide the Service by said date shall not constitute a breach of this Agreement. Requests to expedite the installation schedule and availability date will be reviewed and accepted at Midco's discretion and may be subject to additional fees. Expedite requests will also be subject to any and all fees billed to Midco by other vendors in the support of the expedite request. Midco shall use commercially reasonable efforts to fulfill the expedite request, but does not warrant or represent that Service expedites requests will actually expedite delivery of Service. Customer shall be subject to any and all expedite fees regardless of the outcome of the expedite request. Once the Parties have agreed to a service availability date, Customer may request to change the date; provided however, Customer will incur a fee of two hundred fifty dollars ($250.00) if the request is made within five (5) business days of the service availability date.

6. **Additional Service Location.** The location(s) where Service is to be initially provided will be identified in a Service Order ("Service Location"). Additional locations may be added by submitting a Service Order for the new Service Location. The new Service Location will be subject to the terms of this Agreement upon Midco's acceptance and approval of the Service Order.

7. **Replacement Service.** The installation and Customer's use of the Service is location-specific to the Service Location indicated in this Agreement and any Service Order. Customer may terminate Service at an existing Service Location without incurring Termination Fees provided that Customer orders and Midco accepts the order for a Replacement Service. The Replacement Service (a) must have a Term equal to or greater than the remaining Term of the existing Service; and (b) must have monthly recurring charges equal to or greater than the monthly recurring charges for the existing Service. In addition, Customer must (a) submit a Service Order to Midco for the Replacement Service at least ninety (90) days prior to terminating the existing Service; (b) reimburse Midco for any and all installation charges that were waived with respect to the existing Service; and (c) pay the actual costs incurred by Midco in installing and provisioning the Replacement Service.

8. **Service Commencement Date.** Midco shall inform Customer when Service is available and performing to the specifications in the Service Order ("Availability Notification"). The term for Service shall commence and charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be the earliest of: (a) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (b) five (5) business days following the date of the Availability Notification, if Customer fails to notify Midco that the Service does not comply materially with the specifications set forth in the Service Order; or (c) the date on which Customer first uses the Service. The Service Commencement Date will not be delayed or postponed due to problems with Customer's equipment or

Customer's lack of readiness to accept or use Service. However, if Customer has an account balance that is more than sixty (60) days past due, Midco at its sole discretion may postpone Service activation until payment is received. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

9. **Term.** This Agreement shall be effective upon the signature of the Parties and Midco's acceptance of this Agreement. This Master Service Agreement shall remain in effect until the expiration or termination of the Term (initial or any renewal) of the last Service Order executed pursuant to this Agreement. The Term for Service shall be specified in the Service Order and will commence upon the Service Commencement Date. If multiple Service Orders are executed for different Services at one Service Location, the Term for Service will commence upon the Service Commencement and shall remain in effect until the expiration of any Service at that Service Location. The Term of Service at one Service Location does not affect the Term of Service at any other Service Location.

10. **Service Order Renewal.** Upon the expiration of the Initial Term, this Agreement will renew for two (2) successive one (1) year terms at the rate charged for service(s) during the initial term. If a new Agreement is not signed by the end of the second renewal term, the Agreement will auto-renew for a third one (1) year term at the then current Month to Month rate for like service(s).

11. **Charges & Payments.**
    a. Customer shall pay the monthly recurring charges (MRC) associated with Service as specified in the Service Order in advance of the month in which Service is provided. Any applicable surcharge, federal, state, local use, excise, franchise fee, or sales tax or similar levy, chargeable to or against Midco because of the Service provided to Customer, shall be charged to and paid by Customer in addition to the Service charge and other charges under this Agreement. Except as otherwise indicated herein or in the applicable Service Order, the MRC for Service will not increase during the Service Term. Provided, however, if Customer is receiving Service under a promotion, after the promotional period ends, regular charges for the Service will apply. In addition, charges may increase with or without notice in those cases where a third party vendor of resold services raises rates to Midco, or the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments. Customer may also incur charges for usage based services and from third party service providers that are separate and apart from the amounts charged by Midco for Service. These charges may be billed monthly in arrears. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility.
    b. Customer is responsible for payment for all charges within thirty (30) days of the invoice date. Any charges not paid within such period will be considered past due. Customer's first invoice will include all non-recurring charges (NRC) and the MRC and may include prorated charges for use since the Service Commencement Date. Midco does not waive its right to collect the full amount due if Customer's payment is late or remits a partial payment; even if Customer's payment includes the words "Paid in Full" or similar words on any correspondence or check. Midco will determine how to apply any partial payment to the outstanding charges. Customer shall be subject to a late fee of ten dollars ($10.00) for any bill not paid within thirty (30) days of the invoice date and interest at the rate of one-and-a-half percent (1.5%) per month will accrue upon any unpaid amount commencing thirty (30) days after invoice date. The minimum late fee charge per month is ten dollars ($10.00), unless prescribed by law, in which event at the highest rate allowed by law. If Midco utilizes a collection agency or attorney to collect any amount owed by Customer or any unreturned Midco Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Midco under the Agreement or at law or in equity. Midco reserves the right to back-bill up to and including the date service was initially available, to correct any billing errors.
    c. E-Rate. Customers applying for or receiving Schools and Libraries or Rural Health Care subsidies, or funds from any other subsidy or reimbursement program, remain responsible for the entire account balance. Customer must timely submit all information requested by and comply with all rules imposed by the program sponsor; for example, USAC. Notwithstanding Section 11b, Customer must pay its anticipated portion of any invoice within sixty (60) days of the invoice date to avoid incurring any late payment charges.
    d. This provisioning of Service to Customer is predicated on Customer's credit verification and approval by Midco. Customer authorizes Midco to receive information about Customer's credit history from others and enter that into Midco's records. Midco may, in its sole discretion, deny Service to Customer, or, at its sole discretion, require a deposit or some other form of security to ensure payment for Service.

12. **Disputed Charges.** In the event Customer disputes any portion of a Midco invoice, Customer shall pay the undisputed portion of the invoice by the due date, and shall submit to Midco a written claim for the disputed amount, which claim shall set forth with specificity Customer's grounds for such dispute. All disputes must be raised and claims submitted to Midco within sixty (60) days of the date of the invoice such claims shall be deemed waived and invoices shall be deemed correct. In the event the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced and calculated in accordance with Section 11b. If the Parties are unable to resolve any dispute timely brought by Customer, either Party may pursue legal or equitable remedies available.

13. **Credits.** Any credits granted to Customer for any reason will be applied towards the account balance. If the credit exceeds the current account balance, the credit will be carried over to apply to the next invoice(s) until the credit is fully applied. Under no circumstances (except for end of service credits) will Midco issue a check to Customer for payment on any type of credit.

14. **Termination; Termination Fee.** If Customer cancels any Service (other than as a result of Midco's default under Section 15) or if Midco terminates any Service pursuant to this Section, Section 15 or Section 25, then Customer shall pay Midco a Termination Fee in the amount of the service charges payable during the remainder of the term plus construction and other actual expenses incurred by Midco to enable the delivery of Service, any installation charges waived, and any discounts or credits issued under this Agreement.

If Customer is subject to early termination fees and has multiple Service Locations, the early termination fee is applicable only to the Service Location(s) discontinuing Service(s). Either Party may cancel this Agreement without liability if Midco is prohibited from furnishing Service, or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other tribunal of competent jurisdiction. Customer is responsible for all fees that Midco incurs from third party vendors as a part of the termination of Service. The Parties agree that the Termination Fee is not a penalty, but rather the Parties' best estimate of the actual losses to be incurred by Midco as a result of such early termination. A WAIVER BY MIDCO OF ANY PART OF AN EARLY TERMINATION FEE SHALL NOT BE CONSIDERED AS A WAIVER OF ANY OTHER TERMINATION FEE ASSESSED AT A LATER DATE.

15. **Suspension or Termination.**
    a. Midco may immediately suspend or terminate Service if: (i) Customer fails to pay all delinquent charges within seven (7) days after written notice thereof is given by Midco, or (ii) Customer fails to pay any sum due to Midco for more than thirty (30) days, or (iii) Customer fails, within thirty (30) days after written notice, to comply with this Agreement or any applicable tariff, or (iv) a violation of any regulation, rule or law of any governmental authority has occurred or is occurring, or (v) Midco suspects fraudulent usage, or (vi) Customer is in default under any other agreement with or obligation to Midco and has not cured such default within any applicable cure period. If Customer's service is suspended for nonpayment and Customer brings the account charges current within thirty (30) days of suspension, Customer's payment will be considered as a re-affirmation of any active Service Orders. Customer may terminate Service if Midco fails, within thirty (30) days after written notice is received by Midco, to comply with any material provision of this Agreement. In addition, either Party may terminate Service or this Agreement if the other Party (a) files a voluntary petition for bankruptcy, (b) an involuntary petition for bankruptcy is filed against it and not dismissed within sixty (60) days, or (c) makes an assignment for the benefit of creditors.
    b. Either party may terminate this Agreement if there is a material breach by the other party, which breach continues despite written notice and fifteen (15) days opportunity to cure such default. In the case of a default by Customer related to the improper or unlawful use of Midco Hardware, Midco Software, or the Customer Equipment, Client shall have not less than two (2) hours to cure the default after written notice from Midco, unless otherwise required by law.
    c. Midco reserves the right to delete Customer's voicemail, call detail, data, email, files or any other information of Customer on the Midco servers or systems thirty (30) days after Customer no longer receives Service from Midco.
    d. The rights and remedies granted to a nondefaulting party pursuant to this Section 15 shall be in addition to all other rights and remedies such nondefaulting party may have at law or in equity. Failure or delay by a party in exercising a right or remedy shall not preclude the later exercise thereof. The defaulting party shall be responsible for the reasonable legal fees and expenses incurred by the nondefaulting party in exercising its rights and remedies.

16. **Customer Equipment.** Midco Technical Support is not responsible for end-user support of issues not directly related to Service. This includes, but is not limited to, Customer operating systems, Customer provided equipment or Customer application support. Equipment and services on Customer's side of the Demarcation Point are the responsibility of Customer. Midco shall not be responsible for the operation, support or maintenance of any Customer provided equipment, nor shall Midco have any liability whatsoever for the configuration, management, or performance of Customer provided equipment. All Customer provided equipment and wiring that Customer used in connection with the Service must be fully compatible with the Service. If changes in technology occur that make Service obsolete without Customer upgrading its equipment and/or wiring, and Customer is unable for any reason to upgrade, Midco has the right, but not the obligation, to terminate this Agreement and/or any affected Service Order upon sixty (60) days' notice.

17. **Midco Equipment.** Midco Equipment is defined as any equipment that is owned by Midco or by a third party which has been provisioned by Midco to Customer. This equipment includes all transmission equipment, wiring and lines installed by Midco (or its contractor) and located on the Property of Customer. Midco Equipment shall not become a fixture of the property or part of the premises. Customer shall not, and shall not permit others, without the prior written consent of Midco, to (a) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Midco Equipment, (b) use any Midco Equipment for any purpose other than that for which Midco provides them, or (c) take any action that causes the imposition of any lien or encumbrance on the Midco Equipment. In no event shall Midco be liable to Customer or any other person for interruption of Service or any other loss, cost or damage caused by or related to improper use or maintenance of the Midco Equipment by Customer or third parties provided access to the Midco Equipment by Customer in violation of this Section. Customer shall be responsible for any damage to Midco Equipment to the extent arising from the improper use or maintenance thereof by Customer or third parties provided access to Midco Equipment by Customer. Customer agrees to allow Midco to remove the Midco Equipment from Customer's premises after termination, expiration or cancellation of the Service in connection with which the Midco Equipment was used, and for maintenance, repair, replacement or otherwise as Midco may determine is necessary or desirable from time to time. If Customer fails to permit such retrieval or if the retrieved Midco Equipment has been damaged and/or destroyed other than by Midco or its agents, normal wear and tear excepted, Midco may invoice Customer for the replenishment cost of the relevant Midco Equipment, or in the event of minor damage to the retrieved Midco Equipment, the cost of repair, which amounts shall be immediately due and payable. Midco retains the right to remove the Midco Equipment for a period of three (3) months following Midco's discontinuance of Service to the Service Location.

18. **Facilities.** Customer shall allow Midco access to the Service Location to the extent reasonably necessary for the Service. Customer shall provide and maintain facilities at the Service Location suitable for the provisioning of the Service. Proper facilities shall include, but may not be limited to, adequate space, sufficient electrical power and proper operating environment, including heating, cooling, and air quality, for the necessary equipment. Customer will ensure Midco has the right and, with

reasonable notice, ability to access the facility space, building conduits and wiring for installation, inspection, maintenance, operation and removal of all Midco Equipment related to the Service. Customer shall also ensure the Service Location is secure and safe from hazards to the facilities, Midco Equipment and to Midco's employees, agents and contractors. Midco shall be responsible for any damage to the Service Location to the extent arising from the improper use of the facilities by Midco or third party agents or contractors acting on Midco's behalf during such installation, inspection or maintenance activities.

19. **Access.** Customer will take the steps necessary to ensure Midco, its agents and assigns, have the right to access the Service Location property during the term of this Agreement to install, operate, repair and replace such cable, conduit and equipment as may be necessary to provide Service. The installed cable, conduit and equipment will remain the property of Midco and use by Midco will not be interfered with. Midco will exercise due care in the performance of its activities on the property and will repair all damage to the property caused by the activities. Customer is responsible for locating and clearly marking all private utilities on the property. Midco is not liable for any damages or fees incurred as a result of striking private utilities that were not conspicuously and accurately marked.

20. **Disruption of Service.** Midco does not warrant that the Service or Midco Equipment will be uninterrupted, error-free, or free of latency or delay, or that the Service or Midco Equipment will meet Customer's requirements. The Service is not fail-safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Midco may, in its own discretion, temporarily suspend Services for the purpose of repair, maintenance or improvement of any of Midco Hardware, Software or Customer Equipment (if applicable). Midco shall provide prior notice where it is reasonably practical under the circumstances, and Midco shall restore service as soon as it is reasonably practical.

21. **Limit of Liability.**
    a. Midco shall not be liable for and credit shall not be given for any failure or interruption of Service caused by acts of God, strikes, emergencies, mechanical failure, cable cut, regulatory or other governmental action, action or inactions by Customer, its employees, agents, invitees, a breach of this Agreement by Customer or any other cause beyond Midco's control.
    b. IN NO EVENT SHALL MIDCO BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES. MIDCO HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPLICIT OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LIABILITY OF MIDCO UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT ACTUALLY PAID TO MIDCO BY CUSTOMER FOR SERVICES HEREUNDER AT A SPECIFIC LOCATION DURING THE PRECEDING TWELVE (12) MONTHS.
    c. IN NO EVENT SHALL MIDCO, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICE WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM AN ATTEMPT TO REMOVE IT.

22. **Indemnification.**
    a. Customer agrees, at its own expense, to indemnify, defend and hold harmless Midco and its directors, employees, representatives, officers and agents, (the "Midco Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses, including but not limited to, reasonable attorneys' fees and court costs, (collectively, "Claims") incurred by and/or brought against Midco Indemnified Parties, to the full extent that such Claims arise from: (i) Customer's noncompliance with the terms of this Agreement and/or any or all Service Orders; (ii) Customer's or their users failure to comply with applicable laws or violation or infringement upon the rights of any other party, including, without limitation, contractual rights, intellectual property rights, publicity and privacy rights and the rights against libel, defamation and slander; (iii) Customer's use or misuse of the Service, including claims resulting from use/misuse of the Service by Customer's users and/or the content of any communications transmitted via the Service; (iv) Customer's willful misconduct; and/or (v) physical damage to personal or real property or bodily injury, including death, caused by the negligent or willful misconduct of Customer or Customer's users, its employees or contractors, at the Service Location during the installation or maintenance of equipment in connection with Service. Customer shall have full authority to settle any such Claims; provided, however, that it may not enter into any settlement without Midco's advance written consent in which a full and final release of such Claim in favor of Midco Indemnified Parties is not obtained as a result of the settlement, or any admission or affirmative obligation is required or placed upon Midco Indemnified Parties.
    b. Midco agrees, at its own expense, to indemnify, defend and hold harmless Customer, its directors, officers, employees, agents and/or representatives ("Customer Indemnified Parties") from and against any and all third party Claims incurred by and/or brought against Customer Indemnified Parties to the full extent that such Claims arise from: (i) physical damage to personal or real property or bodily injury, including death, caused by the negligent or willful misconduct of Midco, its employees or contractors, at the Service Location as a direct result from Midco's installation, removal or maintenance at the Service Location of the Midco Equipment; and/or (ii) Midco's failure to comply with applicable laws; and/or (iii) Midco's willful misconduct. Midco shall have full authority to settle any such Claims; provided, however, that it

may not enter into any settlement without Customer's advance written consent in which a full and final release of such Claim in favor of Customer Indemnified Parties is not obtained as a result of the settlement, or any admission or affirmative obligation is required or placed upon Customer Indemnified Parties.

23. **Content.** Midco does not operate or control the content transported over the Service. Midco shall have no liability or responsibility for Customer created content or any communication transmitted via the Service hereunder. Customer shall defend, indemnify and hold harmless Midco from any and all third party claims (including claims by governmental entities seeking to impose penal sanctions) related to such content, and from any and all third party claims relating to Customer's use of Service hereunder. Customer shall make no claim against Midco regarding said content, or respecting any information, product, service, software or other item(s) ordered through or provided by virtue of the Service.

24. **Public Performance of Copyrighted Works.** Midco has no authority to grant any license for the public performance of copyrighted works. If Customer intends to play publicly any audio or visual content provided via the Service, Customer is advised that additional fees may be owed to copyright holders or public performance licensing organization such as ASCAP, SEASAC, or BMI in certain situations.

25. **Legal Application.** This Agreement will be governed by the laws of the state of South Dakota and any claims hereunder shall be brought in the state or federal courts located in Minnehaha County, South Dakota. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. This document, Exhibits, Attachments, Service Orders, and Midco's Acceptable Use Policy (as presented on www.midco.com) represent the entire Agreement between the Parties and supersedes all prior conversations, representations, promises, and warranties (expressed or implied) made prior to or at the time of the signing of this document. This Agreement may be amended only in writing signed by an authorized representative of each Party. If any action at law or equity is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and expenses, in addition to any other relief to which it may be entitled. Each of Midco's rights and remedies under this Agreement shall be cumulative and additional to any other or further rights or remedies provided in law or equity or otherwise.

26. **Assignment.** This Agreement is binding upon the heirs, devisees, successors, and assigns of each Party. Provided, however, Customer shall not assign or transfer its rights or obligations under this Agreement without prior written consent of Midco, which consent shall not be unreasonably withheld, and further provided that any assignment or transfer without such consent shall entitle Midco to terminate the Service at its option upon ten (10) days prior written notice. In the event Customer changes ownership, if the remaining term of this Agreement is not assumed by the new owner, or if a new Agreement is not signed with Midco for like services by the new owner, Customer will be held accountable for any applicable Termination Fees as defined in Section 14 of this Agreement. Midco may assign this Agreement without consent to any affiliated entity or to any successor in interest whether by merger, reorganization or transfer of all or substantially all of its assets or otherwise.

27. **Confidential Information.** "Confidential Information" includes but is not limited to any and all business, technical, or third party information (including but not limited to rate information, discounts, network information, trade secrets, marketing plans, financial data, specifications, drawings, and documentation) provided, disclosed, or made available to one party (the "Disclosing Party") to the other (the "Receiving Party") under this Agreement that is either identified as, or reasonably understood to be, confidential or proprietary. The Receiving Party will: (a) not use Confidential Information of the Disclosing Party for any purpose other than the fulfillment of its obligations under this Agreement; and (b) protect and treat all Confidential Information of the Disclosing Party with the same degree of care as it uses to protect its own Confidential Information of like importance, but in no event with less than reasonable care. In the event the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, the Receiving Party will notify the Disclosing Party of the required disclosure, if permitted, with sufficient time for the Disclosing Party to seek relief, will cooperate with the Disclosing Party in taking appropriate protective measures, and will make any such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure. Confidential Information also includes the terms and conditions of this Agreement. Confidential Information does not include information that the Receiving Party can clearly establish by written evidence: (a) is or becomes known to the Receiving Party from a third party without an obligation to maintain its confidentiality; or (b) is or becomes generally known to the public through no act or omission of the Receiving Party; or (c) is independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party.

28. **No Third Party Beneficiaries.** This Agreement shall be binding upon, enforceable by, and inure solely to the benefit of each Party hereto as well as their successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit, or remedy of any nature under or by reason of this Agreement.

29. **Notice.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon the earlier of receipt or five (5) days after deposit with the respective courier or United States Postal Service, and (c) delivered by one of the following means: (i) by prepaid, nationally recognized, overnight package delivery or courier service; or (ii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. In addition to actual receipt by a Party, the following shall constitute receipt: (a) a Party's rejection or other refusal to accept notice, and (b) the inability to deliver notice to a Party because of a changed address of which no notice has been provided in accordance with this Section and received by the other Party. All notices given under the Agreement shall be addressed to the following addresses of the Parties: with respect to Customer, to the address set forth in a Service Order, or with respect to Midco, to: Midco, Attn: Vice President of Business Solutions, 3901 North Louise Avenue, Sioux Falls, SD 57107. Each Party may change its respective address(es) for legal notice by providing notice to the other Party.

30. **Authority.** Each signatory to this Agreement does hereby represent and warrant that he/she has the authority to execute this Agreement on behalf of the Party to this Agreement for whom he/she is executing this Agreement.

31. **Customer Representatives.** Following the Service Commencement Date, someone seeking support of, or desiring to make non-material changes to Service on behalf of Customer will be qualified by Midco. If the individual can meet cursory qualification criteria, or if the person is listed as an authorized user or authorized vendor on the Service Order, Midco may assume the individual is an authorized user on the account and will follow that individual's direction. Alternately, Customer may provide to Midco a list of authorized users. Customer will be responsible for the maintenance of this list. Someone desiring to make a material change to Service must be noted on Customer's account as an authorized user. Midco will not be held liable for following the direction of qualified or authorized users.

32. **Electronic Signature.** This Agreement may be executed by the Parties by electronic signature. The Parties agree that an electronic signature is the legal equivalent of a manual printed signature on the Agreement; thus, an electronic signature is also a valid consent to be legally bound by this Agreement's terms and conditions. The Parties also agree that no certification authority or other third party verification is necessary to validate an electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of an electronic signature or any resulting Agreement between the parties.

33. **Survival.** The provisions of Sections 11, 12, 14, 15, 17, 21, 22, 25 and 27, together with any provisions of this Agreement that by their nature are meant to survive, shall survive the termination or expiration of this Agreement.

34. **Severability.** Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (a) invalidating the remaining provisions of the Agreement in that jurisdiction or (b) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

35. **Relationship of Parties.** Nothing in this Agreement shall be construed as creating a joint venture or partnership between the Parties hereto. Neither Party has or shall have any authority to bind, assume any obligation for or incur any debt on behalf of the other Party in any respect whatsoever.

36. **General Terms.** Customer's use of Midco's Services is specifically subject to this Agreement, and Customer's agreement to: (a) the legal notices found at www.midco.com/legal (the "Legal Notices"), which may be modified by Midco from time to time in accordance with the Legal Notices and applicable law, and which are incorporated herein by reference and made part of this Agreement; and (b) applicable Midco tariffs on file with the appropriate regulatory body.

37. **Order of Precedence.** In the event of a conflict or inconsistency between any Service Order and the remaining terms and conditions of this Agreement, the following is the order of precedence: 1) the applicable Service Order; 2) the Agreement General Terms and Conditions; and 3) any applicable and executed Exhibits or Attachments. To the extent that this Agreement is inconsistent with the terms of Midco's tariffs, the terms of the tariffs shall prevail.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives as of the Effective Date.

K. Jumper

CUSTOMER AUTHORIZED SIGNATURE

Kristina Jumper

NAME (PLEASE PRINT)

Vice President

TITLE

5/29/19

DATE

MIDCO AUTHORIZED SIGNATURE

Seth Bjordal

NAME (PLEASE PRINT)

Business Inbound Sales

TITLE

DATE

Midco is an Equal Opportunity Employer/ Disabled/Veterans.

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