

www.cutthroatcom.com/msa/MSA110413.pdf

This Master Services Agreement (the "Agreement" or "MSA") describes the terms on which Blackfoot Communications, Inc. ("Blackfoot"), provides services to its customers ("Customer").

This Agreement covers the provisions of broadband access, Internet, voice, data, Managed Broadband Services, Hosting Services, Applications and Voice-Over-IP and all others services ("Services") from Blackfoot pursuant to orders placed by Customer and accepted by Blackfoot, as defined below and described in one or more Service Order Forms executed by Customer and Blackfoot ("Service Orders"). This Agreement includes each such Service Order, including any attachments or exhibits thereto, and all of the attachments to this Agreement. Please note that underlined terms in this Agreement are links to pages and websites where such attachments, each of which is incorporated herein by reference, may be reviewed by Customer.

CUSTOMER MUST READ, AGREE WITH AND ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE SERVICE ORDERS AND ATTACHMENTS INCORPORATED HEREIN BY REFERENCE, BEFORE USING OR ACCEPTING ANY BLACKFOOT SERVICES. IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUSTOMER MAY NOT, AND SHALL HAVE NO RIGHT TO, USE ANY BLACKFOOT SERVICES.

By accepting this Agreement, Customer agrees that its use of our Services will be governed by, and in accordance with, the terms and conditions hereof. Blackfoot may amend this Agreement at any time by posting the amended terms on its web site. All amended terms shall become effective upon Blackfoot posting such amended Agreement on its web site.

1. DESCRIPTION OF SERVICES, RATES AND CHARGES:

Upon payment of all fees and subject to the terms and conditions herein, Blackfoot shall use commercially reasonable efforts to provide to the Customer the Services set forth on any Service Order under the rates, terms, and conditions described in such Service Order. The terms and conditions of this Agreement shall apply to each Service Order unless explicitly provided for otherwise in a Service

Order.

2. TERM:

The initial term of this Agreement shall be as set forth on the Service Order or, if no initial term is set forth on the Service Order, shall be one year from the date the Service Order is executed by Customer. Unless either Party provides thirty (30) days written notice of termination prior to the expiration of the initial term, and any subsequent term, this Agreement shall automatically renew at Blackfoot's then current fees for an additional 1-year term for all Services except that it will automatically renew for 1-month term for Voice-Over-IP Services.

3. BILLING AND PAYMENT TERMS:

Blackfoot reserves the right to deny initial Service (or any increase in Services) or request cash deposits based upon a credit review of Customer. Customer's initial bill will include all non-recurring and prorated monthly recurring charges for the first month of service. Thereafter, Blackfoot shall continue to bill Customer for such fees one month in advance of the date on which Service will be provided. All payments should be made payable to Blackfoot Communications and mailed to the address set forth on the Service Order or as otherwise directed by Blackfoot. Customer shall be responsible for all applicable federal, state, and local or other surcharges, fees, user's fees, universal service contributions and taxes applicable under this

Agreement. All customer payments are due upon receipt of invoice. Payments received after 30 days from the invoice date shall incur a late payment fee equal to one and one-half percent (1.5%) of the total invoice amount or the maximum amount permitted by law, if less. Customer shall pay all reasonable collection costs incurred by Blackfoot (including without limitation, reasonable attorney's fees and costs). If Customer has a bona fide dispute with an invoice Customer must pay all amounts not in dispute, and provide Blackfoot with a written request for billing adjustment together with all supporting documentation within sixty (60) days from the date of the invoice, or Customer's rights to billing adjustment shall be waived.

4. CUSTOMER PROVIDED ENVIRONMENT:

Customer shall ensure that the equipment provided by Blackfoot to Customer (the "Blackfoot Equipment") shall be kept safe and secure, and that the location for such Blackfoot Equipment (the "Location") has properly sized and protected commercial power and appropriate environmental conditioning, including HVAC and fire suppression systems. Environmental specifications for the Blackfoot Equipment are attached hereto as Exhibit A.

Customer shall promptly notify Blackfoot in advance of any repairs or maintenance out of the ordinary course of business to the Location. Blackfoot personnel shall have access to the Location at all times upon two (2) hours notice to repair or reconfigure the Blackfoot Equipment. Customer shall be liable for its acts or omissions that cause harm to the Blackfoot Equipment. Blackfoot shall retain all right, title and interest to the Blackfoot Equipment placed on Customer's premises. Blackfoot shall be responsible for maintaining and repairing the Blackfoot Equipment. At the conclusion or termination of this Agreement, Customer will allow Blackfoot to remove the Blackfoot Equipment. If any such equipment is lost,

damaged or destroyed prior to its removal, or Blackfoot is unable to remove it using commercially reasonable efforts, Customer shall pay Blackfoot the replacement cost of the equipment.

5. OTHER NETWORKS; APPROVAL AND USAGE:

Certain Services include the ability to transmit data

beyond Blackfoot's network of communication equipment and transmission facilities ("Network") through other

networks, public and private. Use of or presence on other networks may require approval of the respective network

authorities and will be subject to any acceptable usage policies such networks may establish. Customer will not hold

Blackfoot responsible for, and Blackfoot will not be liable for, such approval or for violation of such policies.

6. ACCEPTABLE USE GUIDELINES:

Customer must at all times conform its use of the Services to Blackfoot's Acceptable Use Policy, Anti-SPAM Policy

and Copyright Dispute Policy as Blackfoot may update such policies from time to time. The current versions of these policies can be found at www.blackfoot.com/msa. If Blackfoot is informed by government authorities or other parties of inappropriate or illegal use of Blackfoot's facilities (including but not limited to the Network) or other networks accessed through Blackfoot, or Blackfoot otherwise learns of such use or has reason to believe such use may be occurring, then Customer will cooperate in any resulting investigation by Blackfoot or government authorities. Any government determinations will be binding on Customer. If Customer fails to cooperate with any such investigation or

determination, or fails to immediately rectify any illegal use, Blackfoot may immediately suspend Customer's Service. Further, upon notice to Customer, Blackfoot

may modify or suspend Customer's Service as necessary to comply with any law or regulation as reasonably determined by Blackfoot. This includes, without limitation, any use contrary to the Digital Millennium Copyright Act of 1998; Blackfoot reserves the right to remove or refuse to transmit any content provided by or through Customer at the proper request of any third party, and shall have no liability to Customer in connection with such actions.

7. CUSTOMER-PROVIDED EQUIPMENT:

Except as explicitly set forth in this Agreement, Customer is responsible for providing and maintaining the equipment required to interface with the Blackfoot Equipment. Customer's responsibility includes, but is not limited to, maintenance of the connection at which Customer equipment meets the Blackfoot Equipment. The equipment necessary to interface with Blackfoot's Services is identified on Exhibit A. Customer may use a third party to meet its obligations under Sections 4 and 7, but shall remain liable to Blackfoot for any actions of such third party.

8. MARKETING, PROMOTION & SALES:

No press release, publication or public announcement related to the Agreement shall be issued or made without the prior written approval of both parties, provided, however that Blackfoot may issue a press release naming Customer as a customer upon the launch of the services provided hereby. Notwithstanding the foregoing, Blackfoot may use Customer's name and logo in Blackfoot's customer listings and may place Customer's name and logo on Blackfoot's website and in collateral marketing materials relating to Blackfoot's products and services. Customer hereby

grants Blackfoot a limited license to use Customer's trademarks designated by Customer for such uses, subject to any Customer trademark/logo usage guidelines provided by Customer to Blackfoot.

9. SUSPENSION OF SERVICES:

Blackfoot reserves the right to temporarily suspend provisioning of certain Services in the event of exigent circumstances, including but not limited to circumstances posing a danger to Blackfoot's Network or equipment, to other Blackfoot customers' usage or equipment, or which otherwise threaten the use of the Network. In these circumstances, Blackfoot shall provide notice upon suspension, and will reinstate the Services upon completion of all necessary repairs.

10. HOSTING:

If Customer has purchased Hosting Services (as set forth in a Service Order):

10.1 BlackfootLicense:

Blackfoot grants Customer a nonexclusive, royalty-free, non-sub-licensable license during the term of this Agreement ("License") to use the Blackfoot Property that Blackfoot may provide to Customer as set forth in Blackfoot's Service Level

Agreement (the "SLA") only for use with the hosting services described in a Service Order (the "Hosting Services") and in the manner set forth in this Agreement and the SLA and other policies on Blackfoot's website (the "Policies"). Customer will not reverse engineer, copy or modify Blackfoot Property in any way. "Blackfoot Property" means Blackfoot's proprietary technology, including Services, software, hardware designs, algorithms, software tools, data, information, user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, knowhow, trade secrets, including all improvement, enhancements, derivatives, modifications and extensions thereof.

10.2 Customer Obligations:

Customer shall provide to Blackfoot the Customer Property described in and in the manner and form set forth in the Service Order, if any. "Customer Property" means Customer's or third parties' proprietary technology, software, hardware, designs, algorithms, software tools, data, information, user interface designs, architecture, class libraries, objects and network designs and documentation (both printed and electronic). Customer shall comply with the Policies. Customer agrees that it will only have access to Hosting Services as provided in the Policies. The Policies may be changed from time to time by Blackfoot in its discretion without notice. Customer acknowledges that the License is only to use the Hosting Services, and that Customer has not been granted any other rights or real property or other interests in Blackfoot's facilities. Except as explicitly set forth in this Agreement, Customer shall be solely responsible for the installation, operation, maintenance, use and compatibility (with any Service) of Customer's equipment and software.

10.3 Access:

Customer is responsible for protecting Customer's authorized access (including but not limited to any authorization codes issued to Customer by Blackfoot) to the Hosting Services, Blackfoot's Web site and systems, and for any authorized or unauthorized use made with such Customer's authorized access. Customer acknowledges and agrees that Blackfoot and its designees shall at all times have access to the Customer Property to perform the Hosting Services and as otherwise

determined by Blackfoot. Furthermore, Customer hereby consents to any access to the Customer Property by law enforcement authorities.

11. EVENTS OF DEFAULT/TERMINATION:

Either party may terminate this Agreement if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days (or (10) days in the case of nonpayment) after receipt of written notice of the same. Blackfoot may terminate this Agreement upon written notice to Customer for violation of the Acceptable Use, Copyright Dispute or Anti-Spam Policies or if Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Customer may terminate this Agreement for convenience at any time by giving Blackfoot sixty (60) days notice, provided that Customer pay 75% of the total amount of the remainder of the fees payable for such term, which both Parties agree to be a reasonable estimate of the costs of such early termination to Blackfoot. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms, however, expiration or termination will not extinguish claims or liability (including, without limitation, for payments due) arising prior to such expiration or termination.

12. EFFECT OF TERMINATION:

Upon termination of this Agreement: (a) Blackfoot will immediately cease providing the Services; (b) any and all payment obligations of Customer under this Agreement will become due immediately including, but not limited to, payments set forth in Section 11(c) within thirty (30) days after such expiration or termination, each party will either return or certify to the destruction of all Confidential Information of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; (d) Customer will permit Blackfoot to remove from its premises all Blackfoot Equipment within ten (10) days of Blackfoot's request; and (e) Blackfoot will return any Customer Property in its possession within ten

(10) days after such termination. The following provisions will survive any expiration or termination of the Agreement: Sections 3, 4 (until all Blackfoot Equipment is removed from Customer's designated location) 6, 12, 13, 14.3, 14.4, 15, 16 & 17.

13. CONFIDENTIAL INFORMATION: Each party acknowledges that it will have access to certain confidential information of the other party concerning other party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information will include, but not be limited to, each party's proprietary software and customer information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this

Agreement by the receiving party; (iv) is independently developed by the receiving party; or (v) is required to be released by law or regulation, provided that the receiving party provide prompt written notice to the disclosing party of such impending release, and the releasing party cooperate fully with the disclosing party to minimize such release. Except as set

forth in Sections 8 and 10.1, nothing in this Agreement shall be construed as the grant of any license, either express

or implied, with respect to, any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party.

14. WARRANTIES & DISCLAIMERS:

14.1 Limited Service Level Warranty:

Blackfoot warrants that it will use its commercially reasonable efforts to provide the Services hereunder. For Services other than the Managed Network Services and any Professional Services, Customer's sole remedy for breach of such warranty is set forth in the SLA.

14.2 Limited Services Warranty:

Blackfoot warrants that the Managed Network Services, Voice-over-IP Services and any Professional Services performed will be done in a good and professional manner by employees or agents of Blackfoot having a level of skill commensurate

with the requirements of this Agreement. Customer's sole remedy, and Blackfoot's entire liability, for breach of the foregoing will be to either, repair the work done, or, if repair is, in Blackfoot's sole opinion, impractical, to refund the fees paid for such services.

14.3 WARRANTY DISCLAIMER:

EXCEPT AS SET FORTH IN SECTION 14.2 AND FOR THE SERVICE CREDITS PROVIDED IN THE SLA, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. BLACKFOOT DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY, RELIABILITY AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BLACKFOOT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

14.4 Disclaimer of Third Party Actions and Control: Blackfoot does not and cannot control the flow of data to or from the Network and other portions of the Internet, including the interconnections between the Network and the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Blackfoot customers' connections to the Internet (or portions thereof) may be impaired or disrupted. Although Blackfoot will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, Blackfoot cannot guarantee that they will not occur. Accordingly, Blackfoot disclaims any and all liability resulting from or related to such events.

14.5 Customer Representation and Warranties:

Customer represents and warrants that (i) it has the legal right and authority, and will continue to own or maintain the legal right and authority, during the term of this Agreement, to provide and use (itself and through Blackfoot) any Customer Property, or other content provided by Customer, in conjunction with the Services; and (ii) the performance of its obligations and use of the Services (by Customer, its customers and users) will not violate any applicable laws (including but not limited to laws related to spamming, spoofing, privacy, obscenity, or defamation), regulations or the Policies or cause a breach of any agreements with any third parties or unreasonably interfere with other Blackfoot customers' use of the Services.

15. LIMITATION OF LIABILITY: EXCEPT FOR DAMAGES ARISING UNDER SECTION 13 (CONFIDENTIAL INFORMATION) OR 16 (INDEMNIFICATION) OR BODILY INJURY OF A PERSON, NEITHER BLACKFOOT NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL OR PUNITIVE DAMAGES SUFFERED (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOSS OF ANTICIPATED REVENUES, SAVINGS, PROFITS, OR OTHER ECONOMIC LOSS SUFFERED), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE. IN NO EVENT SHALL BLACKFOOT BE LIABLE EITHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY, FOR PROTECTION FROM UNAUTHORIZED ACCESS TO CUSTOMER'S TRANSMISSION FACILITIES OR THE CONTENT, OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS OR OTHER INFORMATION, WHETHER THROUGH ACCIDENT, THIRD PARTY OR CUSTOMER FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD OR MEANS, EVEN IF BLACKFOOT HAS ASSISTED CUSTOMER WITH ACCESS MANAGEMENT FUNCTIONALITY. WITHOUT LIMITING THE FOREGOING, EXCEPT AS PROVIDED IN SECTION 16, BLACKFOOT'S LIABILITY TO CUSTOMER FOR ANY LOSS RELATING TO OR ARISING FROM THIS AGREEMENT SHALL NOT EXCEED IN TOTAL THE AMOUNT THAT BLACKFOOT HAS BEEN PAID BY CUSTOMER FOR THE

TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT OR EVENTS GIVING RISE TO SUCH LIABILITY.

16. INDEMNIFICATION:

16.1 Customer Indemnification: Customer will defend, indemnify and hold harmless Blackfoot, its directors, officers, and employees from and against any and all claims, actions or demands brought against such parties, or any damages, costs, and fees arising therefrom, alleging: (a) with respect to the Customer's business: (i) infringement or misappropriation of any third party intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity of a third party; or (iii) spamming, or any other offensive, harassing or illegal conduct or violation of the Acceptable Use, Anti-Spam or Copyright Dispute Policies; (b) any damage or destruction to any Blackfoot property or other property caused by Customer, its representative(s) or designees; (c) any personal injury or property damage to any Blackfoot employee or Blackfoot property arising out of Customer or its employees conduct while on Customer's premises, unless such injury or property damage is caused solely by Blackfoot's negligence or willful misconduct, and (d) any action or omission that would constitute a violation or failure by Customer to comply with this Agreement, including a breach of the warranty set forth in section 14.5.

16.2 Blackfoot Indemnification: Blackfoot will defend, indemnify and hold harmless Customer, its directors, officers, and employees from and against any and all claims, actions or demands brought against such parties, or any damages, costs, and fees arising therefrom, alleging: (a) infringement or misappropriation of any intellectual

property rights relating to the Services or Blackfoot Equipment; (b) any personal injury or property damage to any Customer employee or Customer Equipment arising out of Blackfoot's willful or grossly negligent conduct.

16.3 Procedure:

The foregoing indemnities shall be subject to the indemnified party providing the indemnifying party with: (a) prompt written notice of each covered claim of which it becomes aware, and (b) sole right of defense and settlement of any covered claim.

17. MISCELLANEOUS:

17.1 Assignment:

This Agreement is not assignable or transferable by Customer unless agreed to in writing by Blackfoot. Blackfoot may freely assign the Agreement without prior notice to Customer.

17.2 Force Majeure:

Except for the obligation to pay money, neither party shall be responsible for any failure to perform its obligations under this Agreement (except for payment obligations) if such failure is caused by acts of God, war, acts of terrorism, strikes, evolutions, earthquakes, lack or failure of transportation facilities, law or

governmental regulations or other causes that are beyond the reasonable control of that party.

17.3 Government Regulations:

Customer agrees to comply with all applicable federal, state and local laws, regulations and rules.

17.4 Choice of Law:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Montana without regard to any conflicts of law provisions.

17.5 Entire Agreement; Amendment and Waivers:

This Agreement including the Exhibits and Attachments and Service Orders, including any attachments thereto, set forth the entire Agreement of the Parties with respect to the subject matter hereof, and supersede and merge all prior agreements and understandings. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless signed by the Party granting such waiver or consent; provided, however, that any such amendment, modification or waiver hereto by Blackfoot shall become effective immediately upon execution of any Service Order executed after such amendment, modification or waiver has been posted to Blackfoot's Web site. The Attachments and Service Orders to this Agreement are hereby incorporated by reference as though fully set forth herein.

17.6 Severability: If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

17.7 Notices:

Any notice or communication required or permitted to be given hereunder may be delivered personally, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated herein, or at such other address as either party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered, or five (5) days after mailed or sent, whichever is earlier.

17.8 Dispute Resolution:

All disputes related to or arising out of or pursuant to this Agreement shall first be submitted to informal resolution by the parties. If such dispute cannot be resolved by informal means then such dispute shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). One arbitrator shall be mutually agreed upon by the Parties, and all fees, costs, and related expenses shall be equally divided between the Parties. Should the Parties be unable to mutually agree upon one arbitrator, the arbitrator shall be selected in accordance with the then current rules of the AAA. The arbitrator's decision shall be final and binding and any award may be enforced in any court of competent jurisdiction.

17.9 Independent Contractors:

Blackfoot and Customer are independent contractors and not partners, joint venturers or otherwise affiliated and neither has any right or authority to bind the other in any way. Each party shall make no representations to the contrary to any third party.

17.10 Non-

Solicitation of Personnel: During the term of this Agreement, and for a period of one (1) year thereafter, Customer will not directly or indirectly solicit the employees of Blackfoot without the prior written consent of Blackfoot.

17.11 Customer Relocation:

If Customer relocates its place of business or undergoes maintenance which requires Blackfoot to move or reconfigure Blackfoot Equipment in order to provide the Services, Customer shall reimburse Blackfoot for the cost of such services at the then current Blackfoot Professional Service rates.

17.12 Reliance on Disclaimer, Liability Limitations and Indemnification Obligations: Customer acknowledges that Blackfoot has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages and Customer's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the

parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed of their essential purpose

Exhibit A

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

A. Customer equipment and facilities that will be required to access the Blackfoot Broadband Services include:

1. A host, router, or Layer 3 switch running the Internet Protocol ("IP")
2. One Standard Ethernet interface on the Customer's host, router or Layer 3 switch per Blackfoot Service Interface, as follows:
 - . 10 Mbps, 100 Mbps or 10/100 Category 5 Ethernet interface when connecting to a 10/100 Ethernet

Service Interface

- . 100BASE-FX fiber Ethernet interface when connecting to a 100BASE-FX Ethernet Service Interface

- . Gigabit Ethernet fiber interface when connecting to a Gigabit Ethernet Service Interface

3. Sufficient space and power in a secure environment for installation of the equipment being provided by Blackfoot as outlined under Environmental considerations

B. Customer equipment and facilities that will be required to access the Blackfoot Voice-Over-IP Services include:

4. A host, router, or Layer 3 switch running the Internet Protocol ("IP")

5. One Standard Ethernet interface on the Customer's host, router or Layer 3 switch per Blackfoot Service Interface, as follows:

- . 10 Mbps, 100 Mbps or 10/100 Category 5 Ethernet interface when connecting to a 10/100 Ethernet

Service Interface

- . 100BASE-FX fiber Ethernet interface when connecting to a 100BASE-FX Ethernet Service Interface

- . Gigabit Ethernet fiber interface when connecting to a Gigabit Ethernet Service Interface

6. Sufficient space and power in a secure environment for installation of the equipment being provided by Blackfoot as outlined under Environmental considerations

7. Approved LAN switching equipment that meets the minimum specifications equivalent to a Cisco 2950-12 XL EN Ethernet switch.

8. Local CAT5e cabling (our minimum equivalent) capable of delivering 100Mbps of full duplex Ethernet traffic to a customer desktop and customer desktop handset.

C. Basic Router/VPN Management:

9. This service provides basic configuration, software, NAT, QoS and VPN management for Cisco routers, PIXes, ASAs and VPN concentrators. Included services (based upon hardware & software availability):

- . Basic configuration backup
- . Software upgrades and version management (with appropriate SmartNet contracts).
- . Basic NAT and NAT configuration.
- . Best-practices router lock-down.
- . Basic stateful firewall configuration.
- . URL filtering configuration (customer provides Websense or Secure Computing server).
- . Basic Quality of Service configuration (maximum of 4 policies and 4 queues, including VoIP LLQ).

. Basic VPN full-mesh or hub and spoke VPN configuration (single crypto peer per remote site, homogenous routing of traffic per site).

. Basic client VPNs (multiple user groups, Local or RADIUS authentication, only local authorization).

. Basic BGP configuration and provisioning (basic inbound/outbound policies, includes work with other providers).

. Basic customer access to SNMP, Netflow and non-enabled "show commands".

. On-net hot-failover configuration and management (does not include simultaneous utilization of more than one link).

. Integration with customer's IGP is included in Advanced Router/VPN Management services.

10. Any configuration/management tasks not specifically listed above will be result in hourly (1 hour minimum) Professional Services fees or an automatic upgrade to Advanced Router/VPN Management Services.

D. Advanced Router/VPN Management:

11. This service includes everything in the Basic Router/VPN Management Service as well as advanced BGP, VPN,

QoS configurations and off-net failover and load-balancing configuration and testing. Advanced services include

(based upon hardware & software availability):

- . Advanced firewall/filtering configurations.
- . Advanced Quality of Service configuration (multiple queues, advanced application matching).
- . Advanced VPN configuration (multiple crypto peers, differentiated routing).
- . Advanced VPN client configuration (RADIUS authorization)
- . Advanced BGP configuration (IBGP, route-reflectors, confederations, advanced policy management).
- . Advanced router management/access (SNMP views, customer IGP integration).
- . Advanced on-net hot-fail/load balancing solutions.
- . Basic off-net hot/cold-failover and load-balancing solutions.

12. Any configuration/management tasks not specifically listed above will result in hourly (1 hour minimum)

professional services fees.

ENVIRONMENTAL CONSIDERATIONS

Standard Interface

Electrical Power AC: AC: Two AC line cords, 100VAC to 125VAC or 200VAC to 250VAC, 50 or 60 Hz.

These should be plugged into separate customer-provided circuits. Supplied power cords are seven feet long.

Current Requirement: AC: 2.3 Amps Typical. @ 110VAC

Operating Temperature: +5 to +40C (41 to 104F). Rate of change should not exceed 10C (18F) per hour.

Operating Humidity: 5% to 90% (non-condensing)

ATTACHMENT 1:

SERVICE LEVEL AGREEMENT

This Attachment 1 constitutes the service level agreement (the "SLA") for the Managed Broadband Services, Hosting Services, Applications and Voice-Over-IP provided by Blackfoot to Customer and relates to and is incorporated in the Agreement. Capitalized terms not defined in Section 1 below have the same meaning set forth elsewhere in the Agreement.

1. Definitions

a) "On-net site": means a Customer site connected to the Blackfoot backbone network via facilities that are entirely managed and controlled by Blackfoot. "Off-net site": means a Customer site that is connected to the Blackfoot backbone network via facilities contracted by Blackfoot but that are controlled by a third party vendor.

b) "Broadband Outage" means sustained reachability of less than 50% for a duration of 1/2 hour or greater from an approved Blackfoot's monitoring station to Blackfoot's equipment located at the customer premise.

c) "Latency" means the round trip time (in milliseconds) required for a test packet to transit Blackfoot's network between two customer sites. "Monthly Latency" is the mean Latency measured over a period of one calendar month between a pair of customer sites, with measurements made every five (5) minutes using packets of less than 100 bytes in size. Blackfoot measures Latency from a specific origin to a specific destination under normal operating conditions. The specific origins and destinations are the Blackfoot managed routers at the Customer's premises in each location.

d) "Network Throughput" is defined as the proportion (as a percentage) of specially generated test packets delivered round trip by the network between the pair of customer sites. The test packet size is 100 bytes. Measurements are made every five (5) minutes. "Monthly Network Throughput" is defined as the mean of Backbone Network Throughput measured over a period of one calendar month. Blackfoot measures Packet Loss from a specific origin to a specific destination under normal operating conditions. The specific origins and destinations are the Blackfoot managed routers at the Customer's premises in each location.

e) "Jitter" means the variation in one-way inter-packet time (in milliseconds) for test packets to transit Blackfoot's network between a pair of customer sites. "Hourly Jitter" is the mean of the absolute values the variations measured over a period of an hour between a pair of customer sites, with measurements made every five (5) minutes transmitting packets that are 100 bytes long and with 20 msec between packets. Blackfoot measures Jitter from a specific origin to a specific destination under normal operating conditions. The specific origins and destinations are the Blackfoot managed routers at the Customer's premises in each location.

f) "Voice-OverIP Outage" ("VoIP Outage") means sustained inability to access either the Blackfoot VoIP switches or the Blackfoot VoIP Applications Servers for a duration of fifteen (15) minutes or greater from the Blackfoot managed routers at the Customer's premises under operating conditions.

g) "Hosting Outage" occurs when Customer's Web site fails to be available to Customer and also fails to respond to Blackfoot's monitoring requests for a period of more than fifteen (15) consecutive minutes.

h) "Applications" means the applications licensed by Blackfoot to Customer set forth in a Service Order.

i) "Application Outage" means a period of disruption in Customer's use of an Application greater than fifteen (15) consecutive minutes.

j) "Outage" means any of an Application Outage, Broadband Outage, VoIP Outage and a Hosting Outage.

k) "Service Credit" means a credit against Customer's invoices in an amount equal to one-thirtieth (1/30) of

Customer's Monthly Services Fee for such Service for the month during with the event giving rise to a

Service Credit occurred.

l) "Credit Threshold" means the maximum (or minimum) admissible value for a Service Level measure, exceeding which Credit Threshold value will cause Service Credits to be recognized to Customer.

m) "Scheduled Maintenance" means:

(i) upgrades of hardware or software, (ii) upgrades to increase capacity,

and (iii) other activity to maintain or improve the Network. Unless otherwise specified in advance by Blackfoot, Scheduled Maintenance shall be undertaken only on Sunday mornings between the hours of 12:00 AM and 6:00 AM Local Time, on Tuesday morning between the hours of 12:00 AM and 5:00 AM Local Time, and on Thursday morning between the hours of 12:00 AM and 5:00 AM Local Time.

2. Service Level Guarantees:

Blackfoot provides two different categories of SLAs based on the type of service specified in the Service Order:

1. Enterprise Class SLAs

2. SoHo Class SLAs

Unless explicitly identified in the Service Order as SoHo Class, all Services provided by Blackfoot are intended to

automatically comply with the Enterprise Class SLAs.

Blackfoot's obligations with regards to meeting specific service levels and the associated remedies are listed below.

"Enterprise Class" Blackfoot Service Level Obligations

Service Credits

Broadband Services

Availability During the term of Blackfoot's Services,

Blackfoot guarantees Broadband Outages will not exceed the following Credit Thresholds:

1. On-net sites (i) an aggregate of one (1) hours per month or (ii) four (4) instances of Broadband Outages over each monthly Service period.

2. Off-net sites:

i) an aggregate of two (2) hours per month or (ii) six (6) instances of Broadband

Outages over each monthly Service period.

Latency During the term of Blackfoot's Services,

Blackfoot guarantees that Monthly Latency measured

between any pair of customer sites does not exceed the

Credit Thresholds listed by service below.

1. Montana, ON-Net Point to Point Links at Customer Location A and Z: 40ms

2. Montana, ON-Net Multi-point Links at Customer Location A and Z: 75ms

3. Montana, Off-Net Customer Location A to Z: 120ms

4. Outside of Montana, Off-Net Customer Location A to Z: 200ms

Network Throughput: During the term of Blackfoot's

Services, Blackfoot guarantees that Monthly Network Throughput measured between any pair of customer One (1) Service Credit per each hour of Broadband Outage beyond the Credit Threshold and each instance of Broadband Outage beyond the Credit Threshold. Four (4) Service Credits for every whole multiple of the Credit Threshold per each month in which Monthly

Latency exceed the Credit Threshold. One (1) Service Credits for every .2% below the Credit Threshold per each month in which Monthly Network Throughput falls below the Credit Threshold. sites is not below the Credit Threshold of 99.8%. (99.5% for site pairs that include at least one off-net site)

"Enterprise Class" Blackfoot Service Level Obligations

Service Credits

Jitter:

During the term of Blackfoot's Services, Blackfoot guarantees that Hourly Jitter measured between any pair of on-net customer sites does not exceed the Credit Threshold of 20 msec. (80 msec for site pairs that include at least one off-net site).

One (1) Service Credits for every day where the Credit

Threshold is exceeded one or more times.

Voice-Over-IP Services

Availability:

During the term of Blackfoot's Services,

Blackfoot guarantees VoIP Outages will not exceed the following Credit Thresholds:

1. On-net sites (i) an aggregate of one (1) hours per month or (ii) four (4) instances of VoIP Outages over each monthly Service period.
2. Off-net sites: i) an aggregate of six (6) hours per Month or (ii) six (6) instances of VoIP

Outages over each monthly Service period. One (1) Service Credit per each hour of VoIP Outage beyond the Credit Threshold and each instance of VoIP Outage beyond the Credit Threshold.

Hosting Services

Availability:

During the term of Blackfoot's Services, One (1) Service Credit per each hour of Hosting Outage Blackfoot guarantees Hosting Outages will not exceed (i) an aggregate of four (4) hours per month or (ii) four (4) instances of over each monthly service period. One (1) Service Credit per each hour of Hosting Outage beyond four (4) and each instance of Hosting Outage beyond four (4).

Application Services

Availability

During the term of Blackfoot's Services, Blackfoot guarantees Application Outages will not exceed an aggregate of four (4) hours per monthly service period. One (1) Service Credit per each hour of Application Outage beyond four (4).

"SoHo Class" Blackfoot Service Level Obligations

Service Credits

Broadband Services

Availability

During the term of Blackfoot's Services, Blackfoot guarantees Broadband Outages will not exceed the following Credit Threshold: (i) an aggregate of four (4) hours per month or (ii) four (4) instances of Broadband Outages over each monthly Service period for all sites.

One (1) Service Credit per each hour of Broadband Outage beyond the Credit Threshold and each instance of Broadband Outage beyond the Credit Threshold.

Example:

By way of example, if Customer experiences one (1) instance of Broadband Outage on an On-net site which lasts five (5) hours, Customer will be entitled to one (1) Service Credit. Similarly, if Customer experiences

five (5) instances of Broadband Outage, each of which last longer than fifteen (15) minutes, Customer will be entitled to one (1) Service Credit.

3. Service Credits: To receive Service Credits if Blackfoot has not met its obligations hereunder Customer must contact Blackfoot Customer care within five (5) days of

the date of the incident occurred. Blackfoot will provide Customer a toll free number for Blackfoot Customer Care for all Service Level Guarantee issues.

4. Scheduled Maintenance:

An outage related to Scheduled Maintenance is not an Outage for which a Service Credit is due or that is otherwise taken into account in determining Service Credits or failure to meet any Service Level Guarantee.

5. Monitoring:

Blackfoot proactively monitors the Customer's Services. The methods Blackfoot uses to perform such activities may change from time to time. Upon Customer's request, Blackfoot will provide monthly summary reports verifying the Services provided hereunder.

6. Maximum Service Credits:

The maximum number of Service Credits that may be credited for any reason to Customer will be seven (7) Service Credits in any one Service month. In the event that Customer is entitled to multiple Service Credits under different service level guarantees of this SLA stemming from the same event, such Service Credits shall not be cumulative, and Customer shall be entitled to receive only the maximum number of Service Credits available for such event under a single service level guarantee.

7. Application of Service Credits:

A Service Credit shall be applied only to the Monthly Services Fee invoice

applicable to the Service month following the month during which the event giving rise to the Service Credit occurred. In no event shall Customer be provided a Service Credit in cash, refund, or any other form other than a credit against Monthly Services Fees.

8. Termination Option:

Customer may terminate its engagement for Blackfoot's Services without penalty, if any of the following occurs in any single calendar month: (A) Customer would (if not for the limitation set under "Maximum Service Credits") have been entitled to receive fifteen (15) or more Service Credits resulting from three (3) or more separate failures to fulfill the Service Availability Guarantees during such calendar month, or (B) Customer experiences an Outage for a period of seventy two (72) consecutive hours.

Customer may terminate the Services under the preceding paragraph by providing Blackfoot written notice addressed to the attention of Blackfoot Customer Care, with a cc: to the attention of Blackfoot's, Chief Financial Officer, within five (5) business days following the end of such calendar month. Such termination will be effective ninety (90) days after receipt of written notice by Blackfoot.

9. Exclusions and Exceptions: The Service Level Guarantees, and the Customer's entitlement to Service Credits under this SLA, do not apply to the following circumstances:

1. When traffic from Customer exceeds the agreed-upon Customer traffic levels set forth in the applicable Service Order; or
2. The performance of Internet networks controlled by other companies or traffic exchange points (including NAPs and MAEs) that are controlled by other companies; or
3. Any technology, data or content (including any Customer applications) which are either supplied by Customer to Blackfoot for inclusion in Customer's Web site solution, or are supplied by third parties or are made to interface with Customer's Web site through Customer's third party arrangements or business relationships; or
4. Any connections (including but not limited to browsers, modems, telecom lines, or other communication software, devices or channels) of Customer or its end users, which are not Blackfoot-provided (including connections monitored by Blackfoot pursuant to Managed Network Services); or
5. When Voice-Over-IP Services are accessed over any Internet connections of Customer or its end users, which are not provided by Blackfoot (including connections monitored by Blackfoot pursuant to Managed Network Services
6. Where Blackfoot's services are unavailable or delayed, as a result of the negligence, or acts or omissions of Customer, its employees, contractors or agents or its end users, including Customer's violation of Policies or nonfulfillment of its obligations under this Agreement, problems with Customer's content or Customer programming errors; or

7. Where Blackfoot's services are unavailable due to termination or suspension of Services under the this Agreement's provisions entitled "Termination for Unacceptable Use" or "Acceptable Use Guidelines" or equivalent sections; or

8. Where Services are unavailable as a result of circumstances or causes beyond the reasonable control of Blackfoot; or

9. System administration, commands or file transfers performed by Customer or Customer's representatives;

10. When an Outage occurs due to exigent circumstances, which would threaten the Network, Scheduled Maintenance or any other exclusions set forth in this Agreement.

ATTACHMENT 2:

MANAGED NETWORK SERVICES

DESCRIPTION OF SERVICES

This Attachment 2 constitutes a description of the Managed Network Services provided by Blackfoot to Customer and relates to and is incorporated in the Master Services Agreement. Capitalized terms not defined in Section 1 below have the same meaning set forth elsewhere in the Agreement.

1.

Definitions:

a) "Technical Contacts" means the communications methods that Customer designates on a Service Order to receive notification of any Problem.

b) "Supported Product" means a product for which Customer has purchased Managed Network Services. A list of Supported Products will be Included in each Service Order.

c) "Notification" means notice provided to the Technical Contacts.

d) "Problem" a degradation in the performance of a Supported Product as compared to such products published performance specifications.

f) "SNMP" means Simple Network Management Protocol, the protocol used by Blackfoot for Managed Network Services.

2. Services Provided; Description of Services: Blackfoot will make commercially reasonable efforts to provide the Managed Network Services via SNMP set forth on any Service Order for all Supported Products. Customer may add to or modify the list of Supported Products during the Term of the Managed Network Services by notifying Blackfoot. Any changes will become effective 45 days after receipt of such notice by Blackfoot, along with any additional payments due, provided, however, that the monthly fee payable shall not decrease more than 10% during such Term. Unless otherwise noted, each of the Services provided below shall be available to Customer 24 hours a day, 365 days a year.

A. Remote Monitoring:

1. Basic monitoring consisting of notification of threshold violations;
2. Fault management consisting of notification of faults, fault isolation and problem rerouting (where possible);
3. Performance monitoring consisting of product availability; traffic utilization and bandwidth availability;
4. Node problem isolation consisting of monitoring to port level of all nodes and problem identification
5. Firmware upgrades consisting of installing software upgrades provided by Customer for Supported Products,

6. saving a copy of prior versions for archival purposes and reporting changes in configuration;

7. Web-based reporting enabling Customer to remotely monitor from any browser enabled computer traffic utilization, bandwidth availability and problems.

B. Level 1 Help Desk:

Problem coordination, troubleshooting Problems until resolved, trouble ticket tracking and reporting.

C. Level 1 Dispatch:

Reporting Problems to 3rd party service providers, coordination and problem support to 3rd party service providers.

3. Additional Professional Services.

Managed Network Services are limited to the Services described above. If Customer requests that Blackfoot perform any work not specifically included herein, Blackfoot shall notify Customer that such Service is not included in Managed Network Services. At that time, Customer may (i) request that Blackfoot resolve the problem at Customer's expense as set forth below or (ii) instruct Blackfoot not to pursue the problem. If Customer requests that Blackfoot attempt to resolve such problem, and Blackfoot agrees, in its sole discretion, to do so, Customer shall pay Blackfoot, at Blackfoot's then current and standard Professional Services rates, for all work performed, plus reasonable related expenses incurred therewith.

ATTACHMENT 3:

VOICE-OVER-IP SERVICES

DESCRIPTION OF SERVICES

This Attachment 3 constitutes a description of the Voice-Over-IP Services provided by Blackfoot to Customer and relates to and is incorporated in the Agreement.

1. Services Provided and Description of Services.

Blackfoot will make commercially reasonable efforts to provide the Voice-Over-IP services set forth on any Service Order and as described more fully here below:

1. Hosted VoIP Service: The Blackfoot Hosted VoIP Service provides inbound and outbound local and long distance VoIP communications to users of the Customer's LAN via a Direct Inward Dialed ("DID") as well as online access to a number of features that are traditionally available in PBXs. The Service includes voice mail, call forwarding and unlimited local calling, unlimited domestic long distance calling (48 contiguous United States) and unlimited international long distance to selected countries. International long distance rates may apply based on country called.

2. Trunk Replacement VoIP. The Blackfoot Trunk Replacement VoIP allows organizations to eliminate analog trunk lines or digital PRIs (T-1s) and carry all voice traffic on an IP data connection while maintaining existing telephone and PBX equipment. Unless otherwise noted, each of the Services provided below shall be available to Customer 24 hours a day, 365 days a year.

2. Billing and Payment Terms

Subscription and set-up charges will be monthly in accordance to section 3. of the MSA. Usage charges (such as long distance and conference calling) will be billed in arrears each month. Customer shall also be responsible for payment of government-imposed charges or surcharges, which may include Universal Service Fund assessments, PICC fees, and payphone compensation charges. When a Company has multiple locations receiving Service, each location shall be treated separately with respect to

the applicable Service plan, Service commencement date, etc. for that location. However, any remote (secondary)

locations attached as part of another location's group will be included in the Service Agreement of the primary

location.

3. Customer Provided Equipment.

Pursuant to section 7 of the Agreement, Blackfoot shall not be responsible for any Customer hardware/software including, but not limited to, PBX and PBX programming, CSU, DSU, channel bank, routers, switches, servers, computers or any other customer-premises equipment required for the use of Voice-Over-IP Service.

4. Warranties, Disclaimers

Voice-Over-IP Services is not a traditional telephone service. Important distinctions exist between telephone service

and the Blackfoot Voice-Over-IP Services. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect customer and end-user rights of redress before any federal, state, or local regulatory agencies. Customer acknowledges and understands that the regulatory requirements applicable to VoIP services are currently under development and may be subject to change or clarification. In the event that any regulatory agency with authority over Blackfoot and/or the Services provided pursuant to this Service Agreement makes any determination that the provision of the Services as

contemplated in this Service Schedule is unlawful or if any such agency issues any order, rule or decision, or otherwise takes any action, that imposes additional obligations on Blackfoot, or materially increases the costs, performance burden or risks to Blackfoot, then Blackfoot may either (i) terminate this Service without liability upon thirty (30) days written notice to Customer (or such shorter period as is available to Blackfoot before such agency action is effective); or (ii) with thirty (30) days notice to Customer, pass such increase costs through to Customer and Customer may terminate the affected Service without liability by delivering written notice of termination no later than thirty (30) days after the effective date of any rate increase.

5. Limitations of Liability

NON-AVAILABILITY OF TRADITIONAL 911 OR E911

DIALING SERVICE.

CUSTOMER

ACKNOWLEDGES AND UNDERSTANDS THAT THIS SERVICE MAY NOT SUPPORT TRADITIONAL 911 OR E911 ACCESS TO EMERGENCY SERVICES. CUSTOMER AGREES TO INFORM ANY PERSONS WHO MAY BE PRESENT AT THEIR PHYSICAL LOCATION WHERE THE SERVICE IS UTILIZED OF THE NON-

AVAILABILITY OF TRADITIONAL 911 OR E911 DIALING FROM THE VOICE PILOT SERVICE AND DEVICE(S). NEITHER BLACKFOOT NOR ITS OFFICERS OR EMPLOYEES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS

OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 911 DIALING. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS BLACKFOOT AND ITS THIRD PARTY PROVIDER FROM ANY CLAIM OR ACTION ARISING FROM OR RELATING TO 911 DIALING.

6. Service Level Guarantees

Service Level Guarantees for the Voice-Over-IP Services are described in Attachment 1 to the Agreement, Section 3. Pursuant to section 9 of Attachment 1 (Exclusions and Exceptions), all terms of such SLA are valid only when a Blackfoot provided connection to the network is utilized (of either the On-net or Off-net type). Use of third party connections will invalidate the terms of the SLA.

Pursuant to section 1 of Attachment 1 to the MSA, Blackfoot's Service Level guarantees regarding the Voice-Over-IP service are limited to performance of the Service as measured from the Blackfoot managed router, (regardless of who owns the router), residing on the Customer's LAN at Customer's premises at each location, into the Blackfoot network and beyond.