



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "MSA") between InnerCity FiberNet, LLC., a Washington Limited Liability Company doing business as Gigabit Fiber ("Gigabit") and Customer with offices at the address provided in the signature block is made effective as of the date indicated below the Customer signature on the initial Service Order submitted by Customer and accepted by Gigabit.

ARTICLE 1 – INTRODUCTION

1.1 *General.* This MSA sets forth the terms and conditions of Gigabit's delivery and Customer's receipt of the services provided by Gigabit. The specific Services to be provided under this MSA are identified in the Service Orders submitted by Customer and accepted by Gigabit and described in the Service Orders. The service levels Gigabit will provide to Customer for each Service ordered are defined in detail in the Service Level Agreements. This MSA is incorporated into each Service Level Agreement and Service Order submitted, accepted and executed by the parties.

1.2 *Definitions.* Capitalized terms used and not elsewhere defined in this MSA, have the meanings given them below.

(a) "Acceptable Use Policy" or "AUP" means the Gigabit Acceptable Use Policy governing Customer's use of Services, as updated from time to time. The most recent version of the Acceptable Use Policy will be available at www.gigabitfiber.com.

(c) "Services" mean the specific services provided by Gigabit as described on the Service Orders.

(d) "Service Commencement Date" means the later of (i) the requested commencement date indicated on an Service Order or (ii) the date Service is first made available to Customer.

(e) "Service Order" means one or more written orders for Services.

(f) "Technology" means proprietary technology, including Services, software, hardware, know-how, trade secrets and any intellectual property rights throughout the world (whether owned or licensed from a third party) and also including any derivatives, improvements, enhancements, or extensions of Technology conceived, reduced to practice, or developed during the term of this MSA.

ARTICLE 2 – DELIVERY OF SERVICES AND TERM

2.1 *Delivery of Services.* By submitting a Service Order, Customer agrees to take and pay for, and, by accepting the Service Order, Gigabit agrees to provide, the Services specified on the Service Order during the Initial Term and for any Renewal Term.

2.2 *Terms of Service.*

(a) *Commencement of Initial Term.* The term for each Service will commence on the Service Commencement Date and continue for the Initial Term.

(b) *Renewal Term.* Each Service will continue automatically for additional consecutive terms equal to the Initial Term ("Renewal Term") unless Customer notifies Gigabit in writing at least thirty (30) days prior to the end of the Initial Term or a Renewal Term, as applicable, that it has elected to terminate such Service, in which case such Service shall terminate at the end of such term. The termination of any Service will not affect Customer's obligations to pay for other Services. Notwithstanding the foregoing, Gigabit may change the term or increase the prices it charges Customer for any Service at any time after the Initial Term effective thirty (30) days after providing written notice to Customer. Except as otherwise expressly provided in this MSA, Gigabit is obligated to provide, and Customer is obligated to pay for, each Service through the Initial Term and any Renewal Term.

ARTICLE 3 – PAYMENT TERMS FOR FEES AND EXPENSES

3.1 *Fees and Expenses.* Customer will pay all fees and expenses due according to the prices and terms listed in the Service Orders. The prices listed in the Service Orders will remain in effect during the Initial Term indicated in the Service Orders and will continue thereafter.

3.2 *Payment Terms.* On the Service Commencement Date for each Service, Customer will be billed an amount equal to all non-recurring charges indicated in the Service Order and the monthly recurring charges for the first month of the term. Monthly recurring charges will be billed in advance. All other charges for Services provided and expenses incurred during a month (e.g., time and materials billing fees, travel expenses, etc.) will be billed at the end of the month in which the Services were provided. Payment for all fees and expenses is due upon receipt of each Gigabit invoice.

3.3 *Late Payments.* Any payment not received within thirty (30) days of the due date will accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower. Gigabit, in its sole and reasonable discretion, may, upon written notice to Customer, modify the payment terms to require full payment before the provision of all Services or require a deposit or other assurances to secure Customer's payment obligations under this MSA.

3.4 *Suspension, Disconnection, and Reconnection.* If you fail to pay the full amount due for any or all of the Service(s) then Gigabit, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all of the Service(s) you receive. If you resume Service(s) after any suspension, we may require you to pay a reconnection fee. If you reinstate any or all Service(s) after disconnection, we may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Service(s) is subject to our credit policies, this Agreement and applicable law.

3.5 *Billing Disputes.* If Customer in good faith disputes any portion of any Gigabit invoice, Customer shall submit to Gigabit, by the due date, full payment of the undisputed portion of the invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within thirty (30) days following the date of the applicable invoice, Customer shall have waived its right to dispute the invoice. Gigabit and Customer agree to use their respective commercially reasonable efforts to resolve any dispute within thirty (30) days after Gigabit receives written notice of this dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Gigabit shall be due within ten (10) days of the resolution of the dispute.

3.6 *Taxes and Fees.* All fees charged by Gigabit for Services are exclusive of all regulatory fees, surcharges, taxes, third-party

fees and impositions, and similar fees now in force or imposed in the future on the transaction or the delivery of Services, all of which Customer will be responsible for. Gigabit shall pass on such fees to Customer, at cost. Customer shall not be responsible for paying franchise taxes or taxes based on Gigabit's net income. Gigabit shall not be responsible for Customer's charges by third-party service providers such as cross-connect fees and other fees required for transit or connection of data, accessing on-line services, and purchasing or subscribing to other offerings via the Internet that are separate and apart from the amounts charged by Gigabit.

ARTICLE 4 – CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY OWNERSHIP; LICENSE GRANTS

4.1 Confidential Information.

(a) *Nondisclosure of Confidential Information.* Each party acknowledges that it will have access to certain confidential information of the other party. "Confidential Information" will include all information that is designated confidential or that, under the circumstances of its disclosure, should be considered confidential. Each party agrees that it will not disclose Confidential Information to any third party; excepting disclosure required by law and provided that, prior to such disclosure, the other party is given prior notice sufficient to contest disclosure. Each party agrees to take reasonable precautions to protect the Confidential Information, at least as stringently as it protects its own Confidential Information. Information will not be deemed confidential if it: (i) is known or becomes known from a source other than one having an obligation of confidentiality; (ii) becomes publicly known or otherwise ceases to be confidential; or (iii) is independently developed.

4.2 Intellectual Property.

(a) *Ownership.* Except for the rights expressly granted in this MSA, this MSA does not transfer from either Party to the other Party any Technology, patents, trademarks, trade secrets, or copyrights. No rights, title or interest in Technology, patents, trademarks, trade secrets, or copyrights will be transferred. Gigabit and Customer each agree that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive intellectual property from the other party.

(b) *General Skills and Knowledge.* Notwithstanding anything to the contrary in this MSA, Gigabit will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services.

4.3 *License Grants.* Gigabit Customer agrees that if, in the course of performing the Services, it is necessary for Gigabit to use Customer Technology, Gigabit is hereby granted and shall have a nonexclusive, royalty-free license, during the term of this MSA, to use the Customer Technology solely for the purposes of delivering the Services to Customer.

ARTICLE 5 – GIGABIT REPRESENTATIONS AND WARRANTIES

5.1 *Authority and Performance of Gigabit.* Gigabit represents and warrants that the performance of its obligations and delivery of the Services to Customer will not violate any applicable U.S. laws or regulations or cause a breach of any agreements with any third parties. In the event of a breach of the warranties set forth in this Section, Customer's sole remedy is termination.

5.2 Service Warranties.

(a) *Service Level Warranty.* Subject to the exceptions set forth in the Service Level Agreement applicable to a specific Service, Gigabit warrants that it will provide each Service at or above the service levels defined in the applicable Service Level Agreement.

(b) *Remedies.* If Gigabit fails to provide a Service at the level required by the Service Level Warranty, Customer's only remedies are those set forth in the Service Level Agreement applicable to that Service (the "Remedies").

(c) *Customer Must Request Remedies.* To receive any of the Remedies, Customer must notify Gigabit in writing within seven (7) days from the time Customer becomes eligible to receive such Remedies. Failure to comply with this requirement will forfeit Customer's right to receive such Remedies.

(d) *Remedies Shall Not Be Cumulative; Maximum Remedy.* The Remedies set forth in each Service Level Agreement are not cumulative. The aggregate maximum Remedy for all failures to provide Services at the level required by a particular Service Level Agreement that occur in a single calendar month shall not exceed the maximum set forth in such Service Level Agreement.

(e) *Termination Option for Chronic Problems.* Customer may terminate a specific Service if the Customer experiences Chronic Problems (as defined in the applicable Service Level Agreement) with such Service. Customer must provide Gigabit written notice of termination for Chronic Problems as specified in the Service Level Agreement, and such termination will be effective as provided in the Service Level Agreement.

(g) *System Maintenance.* Maintenance for such devices as firewalls, routers, and servers is required to apply/activate critical update patches and configuration changes. Maintenance may require service interruption to implement. In the event Gigabit determines that it is necessary to interrupt Service or that there is a potential for Service to be interrupted for the performance of system maintenance, Gigabit will use commercially reasonable efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 A.M. local time). Gigabit's Services are predicated upon the Customer's support and commitment to providing time/scheduling for maintenance with Customer and its users. In no event shall interruption for system maintenance constitute a failure of performance by Gigabit. Gigabit is not responsible for loss of data or other consequences of system maintenance, regardless of whether Customer has been notified prior to the performance of maintenance.

(h) *Protected Circuits.* Customer will not be provided path-protected circuits, whether via dedicated path protection, shared path protection, or any other protection, unless specifically enumerated in the Service Order.

5.3 *Technical and Administrative Support.* During the term of this Agreement, Gigabit shall provide technical and administrative support via telephone at 844-673-2230 to Customer 24 hours a day, 7 days a week, 365 days a year.

5.4 *Service Performance Warranty.* Gigabit warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the Services.

5.5 *No Other Warranty.* Except for the express warranties set forth in Article 5, the Services are provided on an "as is" basis, and Customer's use of the Services is at its own risk. Gigabit does not make, and hereby disclaims, any and all other express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, noninfringement and title, and any

warranties arising from a course of dealing, usage, or trade practice. Gigabit does not warrant that the Services will be uninterrupted, error-free, or completely secure.

5.6 *Disclaimer of Actions Caused by or Under the Control of Third Parties.* Gigabit does not and cannot control the flow of data to or from Gigabit's network and other portions of 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 of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although Gigabit will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Gigabit cannot guarantee that such events will not occur. Accordingly, Gigabit disclaims any and all liability resulting from or related to such events.

ARTICLE 6 – CUSTOMER REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

6.1 *Representations and Warranties of Customer.*

(a) *Authority and Performance.* Customer represents and warrants that the performance of its obligations and use of the Services (by Customer, its customers, and users) will not violate any applicable laws, regulations or the Acceptable Use Policy or cause a breach of any agreements with any third parties or unreasonably interfere with other Gigabit customers' use of Gigabit Services. Customer represents that it will take reasonable steps to ensure the above.

(b) *Breach of Warranties.* In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Gigabit will have the right, in its sole reasonable discretion, to suspend immediately any related Services if deemed reasonably necessary by Gigabit to prevent any harm to Gigabit and its business. Gigabit will provide notice and opportunity to cure, if practicable, depending on the nature of the breach. Once cured, Gigabit will promptly restore the Services.

6.2 *Compliance with Law and Acceptable Use Policy.* Customer agrees that it will use the Services only for lawful purposes and in accordance with this MSA. Customer will comply at all times with all applicable laws and regulations and the Acceptable Use Policy, as updated by Gigabit from time to time. The Acceptable Use Policy is incorporated into this MSA and made a part of this MSA. Customer agrees to comply with such restrictions and, in the event of a failure to comply, Customer agrees to be subject to the penalties in accordance with the Acceptable Use Policy. Customer acknowledges that Gigabit exercises no control whatsoever over the content of the information passing through Customer's sites and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and the Acceptable Use Policy.

6.3 *Customer Responsibilities.*

(a) Customer shall provide adequate work space, heat, light, ventilation, electric current and outlets, internet, remote access or other necessary tools as required by Gigabit or its agents to install, provide or maintain services, software, or hardware.

(b) Customer grants Gigabit and its representatives, subcontractors, agents and employees a nonexclusive license to enter necessary portions of its property under Customer's control (subject to the terms of applicable leases and other covenants, conditions, restrictions, and existing and future encumbrances of record validly affecting title to the property) for the purpose of installing, operating, maintaining, repairing and removing facilities of Gigabit or its agents.

(c) Customer grants Gigabit and its agents an exclusive license to install, attach, and maintain all necessary facilities to perform the services, hardware, and software.

(d) Customer shall be responsible for any damages caused by Customer, its employees or agents to any products or services, or to Gigabit's network, including, but not limited to the conduit or fiber cabling of Gigabit. Customer agrees to immediately notify Gigabit of any modifications, installations or services performed on the network by any non-Gigabit employee or non-Gigabit affiliated entity.

ARTICLE 7 – INSURANCE

7.1 *Gigabit Minimum Levels.* Gigabit agrees to keep in full force and effect during the term of this MSA: (i) comprehensive general liability insurance in an amount not less than \$2 million per occurrence for bodily injury and property damage and (ii) workers' compensation insurance as required by applicable law. Gigabit agrees that it will ensure and be solely responsible for ensuring that its contractors and subcontractors maintain insurance coverage at levels no less than those required by applicable law and customary in the industry.

7.2 *Customer Minimum Levels.* In order to provide customers with physical access to facilities operated by Gigabit and equipment owned by third parties, Gigabit is required by its insurers to ensure that each Gigabit customer maintains adequate insurance coverage. Customer agrees to keep in full force and effect during the term of this MSA: (i) comprehensive general liability insurance in an amount not less than \$2 million per occurrence for bodily injury and property damage and (ii) workers compensation insurance as required by applicable law. Customer agrees that it will ensure and be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain insurance coverage at levels no less than those required by applicable law and customary in the industry.

7.3 *Certificates of Insurance; Naming Gigabit as an Additional Insured.* Prior to any access of the Gigabit facilities by any Representative or other agent or employee of Customer, Customer will (i) deliver to Gigabit certificates of insurance which evidence the minimum levels of insurance set forth above; and (ii) cause its insurance providers to name Gigabit as an additional insured and notify Gigabit in writing of the effective date thereof.

ARTICLE 8 – LIMITATIONS OF LIABILITY

8.1 *Personal Injury.* Each Customer and Customer representative visiting a Gigabit facility does so at its own risk. Gigabit assumes no liability whatsoever for any harm to such persons resulting from any cause other than the gross negligence or willful misconduct of Gigabit.

8.2 *Consequential Damages Waiver.* In no event will either party be liable or responsible to the other for any type of incidental, exemplary, special, punitive, indirect, reliance, or consequential damages, including, but not limited to, lost revenue, lost advantage, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even

if advised of the possibility of such damages, whether arising under theory of contract, breach of warranty, tort (including negligence and gross negligence), strict liability or otherwise. Further, no cause of action which accrued more than two (2) years prior to the filing of a suit alleging such cause of action may be asserted against Gigabit.

8.3 Limitation on Back-billing and Credit Claims. Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve months immediately preceding the date on which the billing Party provided written notice to the billed Party of the amount of the back-billing or the billed Party provided written notice to the billing Party of the claimed credit amount. Requests for Financial Credit as defined in a Service Level Agreement is specifically excluded from this Section and is addressed separately in the Service Level Agreement.

ARTICLE 9 – INDEMNIFICATION

9.1 Indemnification. Each party will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against the other or its affiliates alleging (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Services (but excluding any infringement contributorily caused by the other party); (ii) personal injury caused by the negligence or willful misconduct of the other party; and (iii) any violation of or failure to comply with the Acceptable Use Policy. Customer will indemnify and hold Gigabit, its affiliates and customers harmless from and against any and all Losses resulting from or arising out of damage or destruction of the Gigabit facilities, Gigabit equipment or other customers' equipment caused by the negligence or willful misconduct of Customer, its Representatives or designees.

9.2 Notice. Each party's indemnification obligations under this MSA shall be subject to (i) receiving prompt written notice of the existence of any Action or damage; (ii) being able to, at its option, control the defense of any such Action; (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

ARTICLE 10 – TERMINATION

10.1 Termination by Customer For Cause. If Gigabit is unable to provide Service for sixty (60) consecutive days due to a Force Majeure event, Customer may terminate the affected Service without liability.

10.2 Termination by Customer for Convenience. Customer may, at any time and without cause, terminate any Service upon thirty (30) days written notice to Gigabit, provided the following: (i) if Customer terminates any Service prior to the applicable Service Commencement Date, Customer shall reimburse Gigabit for all costs of implementation of terminated Service; or (ii) if Customer terminates any Service after the applicable Service Commencement Date, Customer shall immediately pay Gigabit (a) all charges for Services previously rendered, and (b) the monthly amount due for the terminated Services times the number of months remaining on the applicable term. Customer acknowledges that Gigabit will suffer damages if a Service is terminated prior to the expiration of the Initial Term or any applicable Renewal Term, and that the aforementioned payment is a genuine estimate of actual damages that Gigabit will suffer and not a penalty.

10.3 Termination by Gigabit. Gigabit may terminate this MSA or any Service with no further liability if (i) Customer fails to make payment as required under this MSA and such failure is uncorrected for five (5) calendar days following written notice from Gigabit, or (ii) Customer fails to perform any other material obligation under this MSA and does not remedy such failure within thirty (30) days following written notice from Gigabit (hereinafter collectively referred to as "Customer Default"). In the event of a Customer Default, Gigabit shall have the right to: (i) suspend Service to Customer; (ii) cease processing or accepting orders for Service; and/or (iii) terminate this MSA or any Service. If Gigabit terminates this MSA due to a Customer Default, Customer shall remain liable for all charges outlined herein. Customer agrees to pay Gigabit's reasonable expenses (including attorney and collection agency fees) incurred in enforcing Gigabit's rights in the event of a Customer Default. It is the express intent and understanding of the parties that this MSA and Service Orders hereunder are a single, integrated agreement and not separate, severable contracts, Customer's rights to early termination of any Service is not a right to "reject", on an individual basis, any Service or any Service Order pursuant to federal bankruptcy laws.

10.4 Termination Assistance. Gigabit will provide to Customer such termination assistance relating to the Services, at Gigabit's then current standard rates, as may be reasonably requested in writing by Customer. Gigabit's obligation to provide assistance pursuant to this Section is limited to a period of fifteen (15) days (the "Assistance Period"). Customer will pay Gigabit, on the first day of the Assistance Period and as a condition to Gigabit's obligation to provide termination assistance to Customer during the Assistance Period, an amount equal to Gigabit's reasonable estimate of the total amount payable to Gigabit for such termination assistance for the Assistance Period.

10.5 Survival. Expiration or termination of this MSA shall only end the obligation of Gigabit to provide Services; all other provisions shall survive.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

11.1 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this MSA due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Gigabit) (each a "Force Majeure Event"), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

11.2 No Lease; MSA Subordinate to Master Lease. This MSA is a services agreement and is not intended to and will not constitute a lease of any real property. This MSA, to the extent it involves the use of space leased by Gigabit, shall be subordinate to any lease between Gigabit and its landlords; and the expiration or termination of any such lease shall terminate this MSA as to such property subject to Customer retaining any rights or claims it may have against Gigabit arising from the expiration or termination of such lease.

11.4 Government Regulations. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this MSA without first complying with all export control laws

and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

11.5 *Non-Solicitation.* During the Term of this MSA and continuing through the first anniversary of the termination of this MSA, Customer agrees that it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by Gigabit or contracted by Gigabit to provide Services to Customer.

11.6 *No Third-Party Beneficiaries.* Gigabit and Customer agree that, except as otherwise expressly provided in this MSA, there shall be no third-party beneficiaries to this MSA, including but not limited to the insurance providers for either party or the customers of Customer.

11.7 *Governing Law; Dispute Resolution.* This MSA and the rights and obligations of the parties created hereby will be governed by and construed in accordance with the internal laws of the State of Texas, without regard to its conflict of law rules. All suits, proceedings and other actions relating to, arising out of or in connection with this Agreement, whether founded in contract or tort, shall be submitted to the jurisdiction of the courts of the state of Texas and the exclusive venue for all such suits, proceedings and other actions shall be in Dallas County, Texas. Each party hereby waives any claim against or objection to jurisdiction and venue of such courts. Either party shall have the right to seek specific performance of the provisions of this Agreement without the requirement to post a bond or other monetary obligation.

11.8 *Severability.* In the event any provision of this MSA is held prohibited or invalid under law, such provision shall be ineffective to the extent of such prohibition or invalidity, and the balance of this Agreement shall be interpreted as if such provision were so excluded.

11.9 *Waiver.* The waiver of any breach or default of this MSA, or the failure to exercise any right provided for in this MSA, will not constitute a waiver of any subsequent breach, default or right, and will not act to amend or negate the rights of the waiving or non-exercising party.

11.10 *Assignment.* Customer may not otherwise assign its rights or delegate its duties under this MSA, either in whole or in part, without the prior written consent of Gigabit, which consent shall not be unreasonably withheld. Any attempted assignment or delegation without such consent will be void. Gigabit may assign this MSA in whole or part. Gigabit also may delegate the performance of certain Services to third parties, provided Gigabit controls the delivery of such Services to Customer and remains responsible to Customer for the delivery of such Services.

11.11 *Notice.* Any notice or communication required or permitted to be given under this MSA may be delivered by email or mail to the addresses provided in the signature blocks.

11.12 *Relationship of Parties.* Gigabit and Customer are independent companies and this MSA will not establish any relationship of partnership, joint venture, employment, franchise or agency.

11.13 *Entire Agreement.* This MSA, including schedules, service orders, and all documents incorporated into this MSA by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all of the prior agreements and undertakings, both written and oral between the parties with respect to the subject matter of this MSA.

Authorized representatives of Customer and InnerCity FiberNet, LLC d/b/a Gigabit Fiber have read the foregoing Master Services Agreement and all documents incorporated into the Master Services Agreement and agree and accept such terms effective on the date below.

Customer:	_____	InnerCity FiberNet, LLC d/b/a Gigabit Fiber	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Email Address:	_____	Email Address:	_____
Office Address:	_____	Office Address:	400 S. Akard Street Suite B1-200, Dallas, TX 75202