

INTEGRA TELECOM MASTER SERVICE AGREEMENT

Integra Telecom, Inc., by and through its subsidiaries, including Electric Lightwave, LLC and Eschelon Telecom, Inc. (hereinafter "Integra") and Customer, as named on the Services Agreement, hereby agree to the following terms and conditions for Integra services to Customer.

1. EFFECTIVE DATE, SERVICES, AND SERVICES TERM. This Master Service Agreement, along with the order for service ("Services Agreement(s)"), any attachments, the policies and procedures found on Integra's website: www.integratelecom.com, and any filed tariffs, price lists or schedules, comprise the entire agreement between the parties ("Agreement") for each service described in the Services Agreement (the "Service"). This Agreement supersedes any and all prior discussions, representations, memoranda, or agreements; oral or written, between the parties related hereto. Integra reserves the right, in its sole reasonable discretion, to reject any Services Agreement prior to Integra's signature. This Agreement is fully binding and enforceable as of the date the Services Agreement(s) is/are signed by both parties ("Effective Date"). Integra agrees to provide to Customer (subject to availability and adequacy of underlying service) and Customer agrees to procure from Integra, the Services, at the locations set forth for the number of months set forth ("Services Term") as detailed on the Services Agreement(s) incorporated as part of this Agreement. The Services Term commences upon installation of the Services by Integra ("Installation Date"). Installation of Services occurs at the delivery of operating circuits to the demarcation terminal at the Customer's premise ("Installation of Service"). Integra will use reasonable efforts to install Services on the date agreed upon by the parties; however, Integra does not guarantee that Services will be installed and provisioned on Customer's desired due date. Upon the expiration of the Services Term, this Agreement and the Services will continue on a month-to-month until terminated by either party on thirty (30) days' written notice to the other party.

2. RATES, CHARGES, BILLING AND PAYMENT. Rates and charges are described in the Services Agreement. Integra will notify Customer when Customer's circuit has been delivered and Installation of Service has occurred. Upon Installation of Service, Customer agrees to convert its services and commit to a specific conversion date. Customer further agrees that billing will commence with Integra's first regular billing cycle after Installation of Service regardless of the Customer's actual conversion date. Monthly recurring charges ("MRC") will be billed in advance each month. Non-recurring charges ("NRC") will be billed on the first invoice after the Installation Date, or if the NRC are incurred after the Installation Date, or are usage based, such charges will be billed on the next invoice thereafter. Customer is responsible for payment of all charges for originating and terminating calls to Customer's telephone number(s). Payments are due on the Payment Due By date set forth on the Integra invoice, provided, however, that no Payment Due By date is less than Net thirty (30) days. Customer must provide payment in full on Payment Due By date. If Customer believes it has been billed in error or otherwise disputes a charge, Customer must notify Integra within 90 days of the date of the invoice containing the disputed charge. Customer's notice must specifically detail the dispute and provide supporting documentation for the amount in dispute. Integra will investigate all disputes and notify Customer of the results of its investigation and, if appropriate, credit Customer's account or notify Customer of denial of the dispute. Integra may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on any undisputed balances not paid when due or any disputed balances later found to be correct. Late fees may be assessed, as of the original Payment Due By Date, against any disputed amount denied by Integra. Integra has the option to suspend Services and/or to pursue any and all other legal remedies until payment is made. Termination of Services may follow. Customer will pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorney's fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder will be in U.S. currency.

This Agreement is subject to credit approval. Customer hereby authorizes Integra to conduct a credit search and agrees to provide Integra with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. Integra may require Customer to tender a deposit up to the maximum permitted by law to guarantee payment hereunder. Such deposit may have, as an additional component, deposit for any Integra-provided Customer Premise Equipment. When Customer establishes acceptable credit history or upon termination of this Agreement, Integra will return the balance of the deposit, if any, to Customer along with interest as required by law.

Integra shall not be liable for any third party charges arising from or related to the termination of any previous agreement for services or the failure of Customer to terminate any previous agreement for services.

If any property owner, under which Customer is a tenant, assesses a fee against Integra in order to, or as a result of, the provisioning of any Services to Customer, Integra may pass through such charges to Customer.

3. POLICIES AND PROCEDURES. Integra may change its policies and procedures found at www.integratelecom.com upon thirty (30) days notice to Customer. Use of Integra services after the thirty (30) day notice period shall be deemed consent to the changed policies and procedures.

4. FRAUD, TELEPHONE NUMBERS AND DIRECTORY LISTINGS. Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences.

Telephone numbers are assigned to the business entity (Customer) named on the Services Agreement and not to any individual owner or operator of the business. Customer shall designate those individuals authorized to make changes to the Customer's account with Integra, including changes to the Services or to the telephone numbers in conformity with the Rules (as hereinafter defined). Integra shall be held harmless for any changes authorized by the individuals designated by Customer.

Integra shall take all reasonable measures to provide Customer with continuation of existing telephone numbers. However, if Customer is changing location at the time of conversion or taking service for the first time at a location, Integra makes no warranties regarding assignment of particular telephone numbers to Customer. Integra shall not be liable to Customer for any change in telephone numbers due to actions of any vendor or supplier of services to Integra. Customer's reliance upon and/or use of any Service numbering information prior to installation and acceptance of Service is at the Customer's sole risk.

Integra shall not be liable for any inaccurate or dropped listings of any publisher/directory database. Integra shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished to a publisher or to a directory database(s). Additional costs may be assessed for publisher/directory database listing charges.

5. TAXES, SURCHARGES, FEES AND ASSESSMENTS. Customer is responsible for payment of any and all federal, state and local taxes, surcharges, or fees, as may be imposed from time to time (excluding Integra income taxes). Integra will collect all such taxes, surcharges, and fees unless Customer provides Integra with proof of exemption. Customer will indemnify Integra for any and all costs, claims, taxes, charges, and surcharges levied against Integra relative to such exempt status. Surcharges and assessments, which are not required by regulatory agencies, but which Integra is permitted to charge to recover expenses, may be applied. All such charges will be set forth on a detailed invoice.

6. TARIFF APPLICATION. In the event of any conflict between any provision of this Agreement and any provision of an applicable filed tariff or price list, the provision of such filed tariff or price list will control.

7. COMPLIANCE WITH LAW. This Agreement is subject to all applicable federal, state, and local laws, regulations, rulings, orders and other actions of governmental agencies ("Rules"), and the obtaining and continuance of any required approvals, authorizations, or tariffs or price lists filed with the FCC or any other governmental agency. Integra will use good faith reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any such Rule adversely affects the Services or requires Integra to provide Services other than in accordance with the terms of this Agreement, either party may, without liability to the other party, terminate the affected Services upon thirty (30) days prior written notice to the other party. In performing their obligations under this Agreement, the parties will comply with all applicable Rules, specifically including, but not limited to, the Rules governing 911/E-911 and any other emergency services.

Subject to Integra's 911/E-911 policy (found at www.integratelecom.com), and unless otherwise specifically agreed, (a) Integra will provide Customer with the network connection for each circuit, billing telephone number (BTN) or trunk group that comprise the Services, and (b) Integra will provide the appropriate Public Safety Answering Point (PSAP) with the automatic location identification (ALI), including the same emergency response location, for all BTNs of the circuit or trunk group regardless of the number of lines, trunks, or unique telephone numbers on that circuit or trunk group. Customer will be responsible for providing all other 911/E-911 services as required by the Rules, including, but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases and update and transfer the ALI to the appropriate PSAPs. Integra is not responsible for and will not make any changes or submit updates to 911/E-911 databases for any services other than the one emergency response location as set forth above. Customer agrees to fully indemnify, defend, and hold harmless Integra, its officers, directors, parent, and affiliated companies, employees, agents and subcontractors from all liabilities, claims, fees, expenses, costs or damages of any kind arising out of personal injury or death or damage to property related to Customer's failure to meet any 911/E911 requirements or agreements.

8. SERVICES, MAINTENANCE AND UPGRADE OF FACILITIES. Services will meet industry standards. Integra will maintain its facilities and equipment used to provide the Services as set forth in its policies and procedures, at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, Customer's facilities and/or equipment. In such event, Customer will reimburse Integra for the cost of the required maintenance at Integra's standard time and material rate plus any taxes imposed upon Integra related to such maintenance, and Customer shall be responsible for the cost of repair or replacement of Integra equipment that is damaged by Customer's actions or equipment.

Integra reserves the right to suspend Service for scheduled maintenance or planned enhancements or upgrades upon twenty-four (24) hours' notice to Customer or to suspend Service for emergency repairs to Integra's network without notice to Customer. Integra equipment will remain the sole and exclusive property of Integra or Integra's assignee. Customer will not tamper with, remove or conceal any Integra identifying plates, tags or labels. Customer will indemnify, hold harmless and defend Integra against any liens placed on Integra equipment due to Customer's action or inaction. Any lien will be discharged by Customer within ten (10) days of notice of filing. Failure to discharge any such lien is a material breach of this Agreement, and may result in immediate termination.

Customer will provide equipment compatible with the Services and Integra's network and facilities. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of Integra's network or facilities.

Upon termination of the Service, Customer shall, upon notice from Integra, return the Integra provided equipment to Integra, in accordance with the instructions in the notice. Customer's damage to the equipment or failure to return the equipment, including but not limited to the battery pack, as directed, shall constitute Customer acceptance of ownership of and responsibility for the equipment and Integra may invoice Customer for the then fair market value of such equipment.

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

9. SERVICE INTERRUPTION CREDITS. Credits are subject to the limitation of liability set forth in Section 10, and shall only be given for disruption of Services in accordance with this Section. Upon request, Customer shall be entitled to a credit for any disruption that exceeds twenty-four (24) hours and for which Integra is the sole cause of such disruption and such disruption is not the result of (i) scheduled maintenance that occurs between the hours of eleven pm and six am; (ii) planned enhancements, or (iii) upgrades. Such credit shall be based upon the ratio of the duration of the service interruption (measured from the time the interruption is reported to or detected by Company, whichever occurs first) to the total time in a thirty (30) day month. That ratio, multiplied by the monthly rate for the service affected shall determine the amount of the credit allowance. No credit shall be owing for any disruption resulting from a Force Majeure event.

10. DISCLAIMER/LIMITED WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, INTEGRATION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INTEGRATION DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11. LIMITED LIABILITY. INTEGRATION'S LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS PAID BY CUSTOMER TO INTEGRATION DURING THE MONTH OF THE OCCURRENCE OF ANY CLAIM. IN NO EVENT WILL INTEGRATION BE LIABLE TO THE CUSTOMER FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, REGARDLESS OF THE FORESEE ABILITY THEREOF.

12. CUSTOMER WARRANTIES. (a) The Customer represents and warrants that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this Agreement in accordance with its terms; (b) Customer represents and warrants that neither its equipment nor facilities will pose a hazard to Integra's equipment or facilities or create a hazard to Integra's personnel or customers or the public in general; (c) Customer represents and warrants that its use of the Services will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities; (d) Customer represents and warrants that it will not resell all or a portion of the Service(s) provided by Integra under this Agreement. Customer will indemnify and hold Integra harmless from any and all loss, liability, claim, demand, and expense (including reasonable attorneys' fees) related to Customer's violation of this Section.

13. CONFIDENTIAL INFORMATION. Customer Proprietary Network Information ("CPNI") shall only be disclosed in accordance with the Rules and Integra's policies and procedures.

In addition to the foregoing, the parties may have access to certain information, the ownership and confidential status of which is highly important to the other party and is treated or designated by one of the parties as confidential (herein referred to as "Confidential Information"). Neither party will disclose the other party's Confidential Information, directly or indirectly under any circumstances, to any third person without the express written consent of the other party, and neither party will copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other party's Confidential Information, except as may be necessary to perform its duties hereunder or as required by the Rules. Each party will exercise the highest degree of care in safeguarding the other party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality.

14. INDEMNIFICATION. Customer will indemnify, hold harmless, and defend Integra, its officers, directors, parent and/or affiliated companies, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorney's fees) arising out of or in connection with Customer's use of the Services and/or Customer's end-users or third parties use of the Services, resale, or sharing of the Services. Customer's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death which is solely caused by Integra due to Integra's gross negligence or willful misconduct.

15. DEFAULT/TERMINATION. Customer's use of the Services provided herein and any equipment associated therewith will not: (a) interfere with or impair service over Integra's network; (b) impair privacy of any communications over such network; (c) cause damage of any nature to Integra's assets or customers; (d) be used to frighten, abuse, torment or harass, or create hazards to Integra or its network; (e) be used for a high volume of short duration calls, regardless of nature (high volume short duration calls are defined as 10% of total outbound calls that are six seconds or less in duration) or (f) violate the provisions of any of Integra's policies and procedures, including Integra's 911/E-911 policy. Integra may immediately suspend or terminate, without liability, the Services for any violation of these provisions. If Services are suspended pursuant to this Section 15, reconnection charges may apply.

Except as set forth above, if either party violates any provision of this Agreement the non-defaulting party may send the defaulting party written notice detailing the default. The defaulting party will have: (a) ten (10) days from the date of the written notice to cure a payment default, or (b) thirty (30) days from the date of the written notice to cure a non-payment default. If the defaulting party fails to cure, the non-defaulting party may terminate this Agreement and any Services hereunder upon notice or pursue any and all other legal remedies. This Agreement also may be terminated by either party in accordance with the provisions of the then current tariff or price list.

In addition to Integra's termination or suspension rights for Customer's violation of Section 15(e), Integra may, in its sole discretion, assess a higher rate for a high volume of short duration calls to reflect Integra's increased costs.

If Customer terminates this Agreement or all or any part of the Services at any time after the Effective Date, or if Integra terminates this Agreement as a result of Customer's breach, Integra may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC, surcharges and taxes for the Services Term then remaining, plus any unpaid activation, installation and/or special construction charges, and all other fees or costs, whether previously waived or not, less amounts already paid. Customer acknowledges that Integra's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and are not intended as a penalty but as a mutually-agreed upon amount representing, but not limited to, lost revenue, proportionate or actual third party costs and capital expenditures, and internal costs. All such amounts will become immediately due and payable by Customer to Integra.

Customer will not be liable for the early termination fees set forth above if Integra breaches the Agreement or if Customer orders from Integra, at the time of Service termination, services of equal or greater MRC than the Services terminated and the new services are approved by Integra. Separate recovery for the same damages is not permitted under this Agreement by either party.

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

17. **GENERAL.** Except as otherwise permitted herein, any amendment must be in writing and signed by the parties hereto. Electronic or Facsimile copies of this Agreement and any amendments or modification hereto, including electronic or facsimile signatures, will be accepted by the parties as originals. The failure of either party to insist upon the performance of any provision or to exercise any right granted hereunder, will not be construed as a waiver of such provision(s), and the same will continue in full force. If any provision hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect. All notices to Customer under this Agreement will be in writing and will be made by one or more of the following methods: regular mail, overnight delivery, certified mail, electronic mail, on Customer's invoice, or by facsimile transmission with receipt verification. Notices will be sent to the address of record, and in the event of multiple addresses, to the address of the parent account. In the case of a notice to Integra, all notices under this Agreement will be in writing and will be made by personal delivery, overnight delivery, or certified mail with a copy to the Legal Department, 1201 NE Lloyd Blvd., Suite 500, Portland, OR 97232 FAX NO. 503-453-8223. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered a condonement of any continuing or subsequent breach of the same provision. Customer may not assign its obligations hereunder without the prior written consent of Integra, which will not be unreasonably withheld. This Agreement will be governed by and interpreted in accordance with the laws for the state where the Services are to be provided. Nothing in this Agreement is intended to, or shall be construed, as creating a partnership or any third-party beneficiaries. The provisions of Sections 2, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 17 shall survive termination. Integra reserves the right to revise the terms and provisions of all of its policies and procedures as it deems appropriate and this Agreement is subject to all revisions.