

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made as of \_\_\_\_\_, 2021, by and between \_\_\_\_\_ (Name, Address) (“Customer”), and Hargray of Georgia, Inc., on behalf of it and its operating affiliates, located at 870 William Hilton Parkway, Building C, Hilton Head Island, SC 29928 (“Company”).

### RECITALS

WHEREAS Company, through its affiliates, provides broadband services, wireline voice services, video services, and such other services to its customers (individually “Service” and collectively “Services”) and is willing, on the terms and conditions set forth in this Agreement, to install and maintain facilities that allow it, and/or its affiliates, to provide Services, and such other services as Company may offer from time to time to Customer, as indicated on each Purchase Order attached hereto, at one or more locations under the control of Customer and identified on Schedule A (the “Locations”);

WHEREAS Customer and Company desire to establish master terms and conditions that will govern purchases of such Services by Customer from Company so as to facilitate such purchases and provide uniform terms and conditions under which such purchases are made;

Accordingly, for value received, the parties agree as follows:

### TERMS AND CONDITIONS

1. Orders. During the term of this Agreement, Customer will issue to Company, from time to time, non-cancelable, written orders, including orders submitted via e-mail by an authorized representative of Customer (“Purchase Orders”) for the purchase of Services made available by Company for sale to Customer. Each Purchase Order shall include, without limitation, the following information: (1) the quantity and type of the Services being purchased by Customer pursuant to the Purchase Order; (2) the price and term for such Services (including, without limitation, any special early termination liability), as agreed by Customer and Company; (3) the Location to or at which such Services are to be delivered or performed and (4) the date on which the installation of Services is requested. Company will promptly notify Customer of its acceptance or rejection of such Purchase Order, and any modifications to the quantity, type and timing specified in such Purchase Order. Customer acknowledges that Company’s acceptance of such Purchase Order is subject to certain factors, including, without limitation, equipment and personnel availability. Notwithstanding anything to the contrary in this Agreement or any Purchase Order, and notwithstanding Company’s acceptance of any Purchase Order, unless such terms and conditions are specifically referenced and agreed to in writing by Company, Company shall not be bound by and terms and conditions set forth on any Purchase Order (the terms and conditions of this Agreement being the sole terms and conditions applicable to purchases and sales of Services from Company to Customer), and an accepted Purchase Order shall only be used by the parties to establish the quantity, type, term (including, without limitation, any special early termination liability), location and price of any Services purchased under this Agreement. The parties hereby agree that, to the foregoing extent, such Purchase Orders shall be deemed to incorporate the terms and conditions of this Agreement. The initial Purchase Order under this Agreement is set forth on Schedule B.

2. Access; Provision of Services. Customer hereby grants to Company and its affiliates a non-exclusive license, right, privilege and easement (and all other necessary access rights) to install, operate and maintain and repair the wiring, cabling conduits, connections and related facilities and equipment necessary to provide the Services to each and every one of the Locations. Customer warrants and represents that (a) the Locations identified on Schedule A and units identified on Schedule B represent all of the Locations and units managed by Customer, and that any additional Locations that come under Customer’s management or will be covered by an additional Purchase Order under the same terms and conditions then applicable to the other Locations; and (b) no consent or permission of any other entity or party is required for Company to install, maintain, operate and provide the Services at the Locations.

3. Installation. Company will perform all installation and maintenance in accordance with applicable laws, rules and regulations of applicable governmental authorities, and will use commercially reasonable efforts to restore Customer's premises to a condition reasonably similar to that prior to such installation. Customer and Company will coordinate installation (which may take place over one or multiple days) of the Services and related facilities so as to minimize interruption to Customer's business and meet Company's scheduling protocols and constraints. Customer will take all reasonable actions requested by Company to facilitate commencement of Services, including without limitation, providing all necessary information to Company, providing adequate electrical power, a suitable cable access route, and suitable environment and space for Company's equipment. Customer will pay Company for any waived or discounted installation charges in the event of a breach of this Agreement that results in a termination of the Services. Customer acknowledges that the Services are intended to be available only for the internal business purposes of Customer. To the extent Internet access services are being provided under this Agreement, Customer further acknowledges that actual performance speeds for the Services are not guaranteed and will vary based on a number of factors. Company will not be responsible for the condition of Locations (or the impact their condition has on the Services), including without limitation the condition or suitability of inside Location wiring and cabling. Upon Customer's request, Company will repair or replace such wiring and cabling on a time and materials basis.

4. Security; Monitoring. Customer acknowledges that the Services are not inherently secure and that communications can be accessed and intercepted and used for unlawful or impermissible purposes. Customer hereby assumes responsibility for any unauthorized access or use of the Services. Company may, but has no obligation to, monitor the Services and disclose information regarding the use of the Services if Company, in its sole discretion, believes it is reasonable to do so, including, without limitation, to satisfy legal or governmental requirements or requests, properly operate the Services, or protect Customer, itself or its customers. Company may restrict use of certain Service access points or direct users to use certain Service access points. Company may immediately remove user material or information from Company's resources if Company, in its sole discretion, determines it infringes another's rights or violates this Agreement or Company's policies or practices. Company may limit, suspend, or block usage in its sole discretion to protect users or its business.

5. Equipment. Unless otherwise agreed by Company in writing, all equipment installed or otherwise provided by Company in connection with the Services (including, without limitation, modems, set top boxes and converters, access cards, remotes and, to the extent provided by or on behalf of Company, cables and wires) ("Equipment"), as well as all off - premises network facilities and equipment, is and will remain exclusively Company's property, and only Company, or its designee, is authorized to access, maintain, and service such Equipment and facilities. None of the Equipment will become a fixture, and Customer will not sell, transfer, lease, or otherwise encumber any Equipment. Customer will pay full retail cost for the repair or replacement of lost, stolen, damaged or unreturned Equipment, together with any costs incurred by Company in its efforts to regain possession of Equipment. Customer will not modify, disconnect, tamper or otherwise interfere with Equipment. Customer will be billed for service calls due to a damaged cable, wiring, or other Equipment at the Locations. Upon discontinuance, cancellation or termination of any Service, Customer will immediately cease use of related Equipment, and, unless Company otherwise directs, return all Equipment to Company within 10 days of such event. Customer hereby permits Company to enter the Locations and remove all Equipment without the requirement of any judicial process, notice, or demand, and Company, its employees and agents shall not be liable for any trespass or damage to the premises or any personal property. Customer will pay Company upon invoice the then-current replacement cost of Equipment, plus Company's costs incurred collecting Equipment, if Customer fails to return the Equipment as required. Company is not responsible for equipment or property not provided by Company, and Company is not responsible for any loss or impairment of Services due to such equipment or property.

6. Term and Termination. The term for the Services will be as set forth on the applicable Purchase Order. The term of this Agreement will begin as of the date hereof and will continue until the later of (a) five (5) years from the date of such Agreement or (b) the date on which no Services are being provided by Company to Customer under any Purchase Order or otherwise under this Agreement. Either party may terminate a Service if the other party materially breaches this Agreement with respect to that Service and does not cure such breach within thirty (30) days after receiving notice thereof.

7. Charges. Customer's liability for Service charges will commence upon installation or set-up by Company, or within thirty (30) days of Company's notice to Customer to schedule installation if Customer has not allowed Company to complete installation and testing (if any). Charges for Services rendered will not be reduced by untimely installation. Unless otherwise indicated on the applicable Purchase Order, Customer will pay all invoices for the Services, and any set-up or installation charges (if any), within thirty (30) days after the date of such invoice. Unless subject to a valid exemption submitted to Hargray, any applicable federal, state, or local use, excise, sales, or privilege taxes, duties, franchise, or similar liabilities, or any presubscribed interexchange carrier charges, if any, charged to or against Company or Customer because of the Services, will be paid by the Customer in addition to the regular charges set forth in the applicable Purchase Order. Company may not increase the applicable monthly service fees for such Services unless agreed by the Customer, except that any increase mandated or approved by a governmental entity or that results from an increase in third-party content or service charges may be immediately passed through in such Service charges. If Customer leases equipment from Company, additional monthly charges will apply. To the maximum extent permitted by law, if Customer does not pay any amounts when due, then Company may discontinue Service without notice.

8. Early Termination Liability. Unless a different termination fee is expressly set forth on the applicable Purchase Order, if, prior to the end of the term for a Service as set forth on the applicable Purchase Order, (a) the applicable Service is terminated for any reason other than Company's breach under Section 7, or (b) Customer fails to pay the full amount of any recurring monthly charges for such Service for more than thirty (30) days after the due date, then Company may disconnect the Services and Customer will promptly pay Company (whether or not such Services have been disconnected by Company), as liquidated damages, an early termination fee of Fifty Dollars (\$50) per voice line in the case of voice Services and, for all other Services, fifty percent (50%) of the remaining monthly charges for the Services based on the Service term specified for the applicable Service. The parties acknowledge that the above early termination liability is intended as a fair and reasonable approximation of the actual amount of damages that would be incurred by Company as a result of such early termination and that such liquidated damages are necessitated by the difficulty in ascertaining the precise amount of damages that would be incurred by Company.

9. Use Requirements. Customer will comply with Company's, or its affiliates', Acceptable Use Policy ("AUP"), which is hereby incorporated by reference herein, and which is posted on the Internet and accessible through [www.Hargray.com](http://www.Hargray.com). Company may change the AUP at any time without prior notice to Customer. An AUP, including any amendments thereto, are effective upon posting on the Internet. Hargray may terminate this Agreement immediately if Customer breaches the AUP. Customer will not, and will not permit its end user customers to, copy, sell, provide or distribute any portion of the Services, and will not, and will not permit its end user customers to, use the Services in a manner prohibited by any applicable law. Customer will not, and will not permit its end user customers to, use the Services for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage our business, employees, users, facilities, or any person. Improper uses include, but are not limited to: (a) unauthorized transmission of content or infringement of a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right; (b) transmitting unlawful, stalking, harassing, libelous, defamatory, tortious, threatening, obscene, abusive, harmful or otherwise objectionable content as determined in Company's sole discretion; (c) intercepting, collecting or storing data about third parties without their consent; (d) sending unsolicited messages, including without limitation, advertisements for products or services, "pyramid schemes," "spam," "chain mail," or "junk mail"; (e) sending altered, deceptive or false source-identifying information; and (f) sending a "virus," or "spamming," "crashing," or "mailbombing" the Services. If Company suspects violations of the above, Company may: (a) institute legal action, (b) immediately terminate use of the Services and/or (c) cooperate with law enforcement in bringing legal proceedings. Company may implement monitoring or other solutions to help identify violations of this Agreement and may remove, block, filter or restrict any materials or information it considers to be actual or potential violations of this Agreement or that may subject Company to liability.

10. Content; Privacy. Customer agrees and acknowledges that Company does not control, and is not responsible or liable for, data, services, or products that are accessed, downloaded, received or purchased via the Services, and that the Internet contains unedited materials, which may not be in compliance with applicable law, or which may be offensive. Third parties' handling and use of information related to their sites and services is governed by their

security, privacy and other policies (if any) and not Company's. Privacy cannot be guaranteed, and in no event will Company or its affiliates be liable for any lack of privacy which may be experienced with regard to the Service. Company may, but has no obligation to, monitor, intercept and disclose any transmissions over or using the Services, and provide use records, and related information (for example, in response to legal processes). Company may, upon prior notice to Customer, modify its video programming offerings and channel line-up with respect to its video services from time to time.

11. IP Rights. The Services and all information delivered by Company are protected by trademark, copyright and other intellectual property laws. All service marks, trademarks, trade names, logos and domain names of Company are and will remain the exclusive property of Company; and nothing herein grants Customer the right to use any of the foregoing.

12. DISCLAIMERS; LIABILITY LIMITATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ALSO DISCLAIMS ANY COMMON-LAW DUTIES RELATING TO ACCURACY OR LACK OF NEGLIGENCE. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE BY IT OR ITS END USERS. NEITHER COMPANY NOR ITS AFFILIATES WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE CODE.

13. Intentionally omitted.

14. Confidentiality. "Confidential Information" is information, in any form, of or about Company, or its affiliates, Services or customers that is not generally known by or readily available to the public (including, without limitation, the terms of this Agreement). Customer may only use such information as permitted under this Agreement, and will only disclose such information internally on a need-to-know basis. Company may seek equitable relief and any other remedies to enforce this Section 14. If any Confidential Information is a trade secret under applicable law, Customer's obligations under this Section 14 will continue for the longer of three (3) years after termination of the Agreement or until such information no longer is a trade secret under applicable law, and for all other Confidential Information, Customer's obligations will continue for three (3) years after termination of this Agreement. Upon Company's request Resort will promptly return to Company any Confidential Information in its possession and will certify to Company that it has done so.

15. Miscellaneous. This Agreement, along with each Purchase Order, is the entire agreement between the parties, and supersedes all prior agreements, understandings, communications, representations and promises that may have been made by either party with respect to the subject matters set forth herein; provided that this Agreement does not serve to terminate any pre-existing agreement for Services currently being provided by Company to Customer. Customer will not assign the Agreement without Company's prior written consent. The Agreement is binding on and inures to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns and shall be enforceable by law or equity. Except as otherwise set forth in this Agreement, the Agreement may only be amended by a writing signed by both parties. There are no third party beneficiaries to the Agreement. If any part of the Agreement is determined to be unenforceable, the remainder of the Agreement will remain in full force and effect. Failure to give notice of default or to enforce compliance with any part of the Agreement will not constitute the permanent waiver of any term or condition of the Agreement. Notwithstanding anything herein to the contrary, Company will not be liable to Customer for any failure of performance if such failure is due to any cause or causes beyond the reasonable control of Company including, but not limited to, fire, explosion, failure of third parties, vandalism, cable cut, lightning, hurricane, storm or other similar occurrences, any governmental action, change in law or any national emergencies, insurrections, riots, wars, strikes or other labor difficulties, supplier failures, or shortages. This Agreement and all matters arising out of or related thereto will be governed by the laws of Georgia,

without regard to conflicts of law provisions. The federal and state courts of Georgia have exclusive jurisdiction over all disputes arising under this Agreement and Customer consents to personal jurisdiction of those courts. Customer hereby waives any right to a jury trial.

**SIGNED AND DELIVERED.**

**Hargray of Georgia, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Customer:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule A**  
**Customer Locations**

**Schedule B**  
**Initial Purchase Order**

This Initial Purchase Order (“Purchase Order 1”) is a Purchase Order pursuant to the Master Services Agreement (“MSA”) between \_\_\_\_\_ (“Customer”) and Hargray of Georgia Inc. on behalf of it and its operating affiliates, located at 870 William Hilton Parkway, Building C, Hilton Head Island, SC 29928 (“Company”) dated \_\_\_\_\_, 2021. This Purchase Order 1 is made and entered into effective as of \_\_\_\_\_, 2021 (the “Effective Date”).

**Background**

WHEREAS, Customer and Company desire to supplement the MSA in order to define the terms of the services to be provided by Company to Customer as specified in this Purchase Order 1; and

Accordingly, in consideration of the promises set forth in this Purchase Order 1 and the benefits to the parties, the receipt and adequacy of which consideration is hereby acknowledged, Customer and Company agree as follows:

Description	Quantity	Location	Monthly Fee	Term
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- (1) Term for a particular Service begins on date installation of the applicable Service has been complete
  - (2) Installation Charges do not apply to services that were already installed on date of execution

**Hargray of Georgia, Inc.**

**Customer:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_