MASTER COMMERCIAL SERVICES AGREEMENT

SECTION I - SERVICES

1.1 Scope of Service. Company shall provide the communications service(s) (each, a "Service", or in any combination, the "Services") described in each sales order appended hereto at Attachment A (each, a "Sales Order"). All such Services and Sales Orders shall be subject to the terms and conditions of this Agreement and network availability. Customer acknowledges that in-service dates in a Sales Order are estimated dates for the delivery of the Services.

1.2 Additional Service. Customer may order additional service(s) from Company, ("Additional Services"), during the Term, as defined below, pursuant to a Sales Order or other service agreement ("Service Agreement") and any tariffs applicable to such Additional Services.

1.3 Incorporation of Additional Sales Orders. Additional Services and additional Sales Orders and Service Agreements shall be incorporated under and made part of this Agreement. The words "Service(s)" as used throughout this Agreement shall include such "Additional Service(s)", as applicable.

SECTION II - PAYMENT

2.1 Service Charges. In consideration of the Services provided by Company pursuant to this Agreement, Customer shall pay Company all monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") set forth in an executed Sales Order. These charges are subject to any applicable federal, state, or local sales taxes, excise taxes, gross receipts taxes, municipal utility taxes, franchise fee reimbursements associated with the specific Services, and other federal, state and local assessments and reimbursements, and federal surcharge recovery fees which shall be paid by the Customer. If Customer is exempt from the payment of any tax it shall provide Company with a valid certificate to that effect from the appropriate taxing authority.

2.2 Method of Payment. Method of Payment. NRCs, including but not limited to, charges for construction and installation are due upon Company's acceptance of a Sales Order. MRCs shall be billed monthly and are due upon Customer's receipt of an invoice for such amounts. All amounts due hereunder which are not paid by Customer within twenty (20) days from the date of the invoice shall become delinquent. Services may be disconnected after five (5) days written notice that service may be disconnected unless the delinquent invoice is paid. If service is disconnected for non-payment, OEC Fiber may require payment of any outstanding balance along with all reconnect fees prior to reconnection. Customer will further be liable to Company for all costs associated with collection of any amount owed by Customer under this Agreement, including, but not limited to reasonable attorneys' fees.

2.3 Deposit. Company, at its sole discretion, may require Customer to deposit a sum indicated on a Sales Order form. Such deposit shall be held by Company as a guarantee for the payment of charges hereunder and the return of System Equipment (as defined below). Company may apply any or all of this deposit to any amounts owed by Customer that are not paid when due and Customer shall replace any amounts of the deposit so applied by Company to overdue balances. Customer shall be billed for the difference by which overdue balances and equipment repair/replacement charges exceed the deposit, which amount shall be due immediately upon demand. Company may commingle the deposit with any of its other funds and Customer shall not be entitled to any interest on this deposit.

SECTION III - ACCESS

3.1 General. Customer shall provide Company with, or acquire for Company's use, access to the building, right-of-way, conduit and equipment space on the properties containing each Customer premises ("Premises") set forth in the Sales Orders (the "Property" or "Properties") and permit Company, its employees and agents to install, operate, maintain, repair, upgrade, monitor, modify and remove the System Equipment, as follows:

(a) Customer, shall grant to Company its successors and assigns, an easement to install, operate, maintain, repair, modify, upgrade, monitor and remove the System Equipment at each Customer-owned Property and Customer-occupied Premises, at no charge to Company, and shall obtain construction permits, landlord and municipal consents and approvals if required.

(b) Customer shall provide reasonable assistance to Company, for the benefit of itself, its successor and assigns, in securing from the owner of the Property an easement to install, operate, maintain, repair, monitor and remove the System Equipment, at each leased Property. Customer shall reimburse Company for the access or right-of-way fees imposed by the owner of the Property in connection with the easement, if any.

(c) Company shall not be in the breach of this Agreement in the event that activation of Services is delayed due to the failure of the Property owner to grant access to the Property on a timely basis.

(d) In the event that activation of Services is delayed due to the failure of Property owner to grant access to the Property, but the System Equipment has otherwise been installed and provisioned up to the Property line, Services shall be deemed to have commenced upon said provisioning to the Property line.

(e) On and after the in-service date, Customer, on reasonable advance notice (except where emergency interruptions dictate otherwise) on a seven (7) day a week, twenty-four (24) hour a day basis, shall grant and permit Company entry into the Customer Premises to access the System Equipment (as defined below) and associated network as Company may reasonably require to operate, maintain, repair, upgrade, modify, monitor and remove the network, system, and/or any associated equipment and facilities.

3.2 Utilities. Customer shall provide at no charge, as specified from time to time by Company, all equipment space and power required to operate the System Equipment on or at the Customer Premises, and heating and air conditioning as specified by Company to maintain the proper operating environment for the System Equipment on or at each Customer Premises.

SECTION IV - EQUIPMENT AND FACILITIES

4.1 System Equipment. Company shall procure, install, operate, maintain, repair and control the network equipment and facilities from its network node to the Company side of the Company/Customer demarcation points described in each Sales Order (the "System Equipment"). Upon the termination of Services under a Sales Order or the termination of this Agreement, Company shall have the right, but not the obligation, to remove all System Equipment from the Customer Premises.

4.2 Customer Equipment. Customer shall provide, install, operate, maintain, repair and control the equipment and facilities on the Customer side of the demarcation points described in each Sales Order (the "Customer Equipment"). Customer acknowledges that the prior installation of Customer Equipment may be necessary for the delivery of the Services.

4.3 Compatibility Requirements. All Customer Equipment shall comply with the compatibility criteria and specifications indicated by Company.

4.4 Prohibition Against Modification. Customer shall not modify, remove, connect to, disconnect from, rearrange or repair the System Equipment or authorize or permit others to do so. Customer will be responsible for any damage to or loss of the System Equipment arising out of any negligent or willful act or omission with respect to or misuse of any System Equipment by Customer, its employees or agents.

4.5 Ownership. Customer agrees that all right, title and interest in all System Equipment provided by Company shall at all times remain exclusively with Company.

4.6 Protection from Hazard. Customer shall be responsible for protecting all Customer Equipment from loss or damage, including, but not limited to, power surges, lightning, fire, sprinkler leakage, theft, flood, failure or inadequacy of heating and air conditioning, as well as for protecting all Customer Equipment and backing up all customer software, computer files and server files used in conjunction with the Service. In the event that Company, in responding to a service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer Equipment, Customer shall compensate Company for such service calls at Company's prevailing rates.

SECTION V - WARRANTIES

5.1 Service Warranty. Company represents and warrants that: (a) the personnel Company assigns to provide the Services pursuant to this Agreement will be properly trained and qualified for the Services that they provide; (b) Company, as of the date hereof, has all rights necessary to use the System Equipment for the benefit of Customer. This is the only warranty made under this Agreement. This warranty shall be void if the System Equipment or any component part is damaged, impaired or rendered inoperable by anyone other than Company.

5.2 Exclusive Remedy. Company will make necessary adjustments, repairs and/or replacements of the System Equipment or any part thereof, within a reasonable time after detection or being notified of the need thereof, as the case may be, at no additional cost or expense to the Customer for parts or labor. Customer's exclusive remedy for breach of this Service Warranty shall be for Company to repair or replace, any defective System Equipment or component thereof and to provide a credit allowance for system interruptions consistent with Company's credit allowance policy set forth in Section VIII below.

5.3 Disclaimer of Implied Warranties. THE WARRANTIES AND REMEDIES SET FORTH ABOVE CONSTITUTES THE ONLY WARRANTIES WITH RESPECT TO THE SERVICES AND SYSTEM EQUIPMENT AND ARE CUSTOMER'S EXCLUSIVE REMEDIES IF SUCH WARRANTIES ARE BREACHED. THE STATED WARRANTIES AND REMEDIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND AGAINST INFRINGEMENT. NEITHER COMPANY, ITS PARENT, AFFILIATES, SUBSIDIARIES OR ANY OF ITS PARENT'S AFFILIATES OR SUBSIDIARIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA OR LOSS OF PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH THE INSTALLATION, DELAY OF INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND CONTROL OF THE SYSTEM EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR OPERATION OF THE SYSTEM EQUIPMENT OR SERVICES PROVIDED OR SOLD HEREUNDER. COMPANY SHALL NOT BE LIABLE OR RESPONSIBLE FOR BREACHES OF SYSTEM SECURITY, INCLUDING, BUT, NOT LIMITED TO, INTERCEPTION, DISTORTION OR LOSS OF DATA, FRAUDULENT INTRUSION INTO THE SYSTEM, UNAUTHORIZED ACCESS TO INFORMATION, DENIAL OF SERVICE, EXPOSURE TO COMPUTER VIRUSES, OBSCENE OR OBJECTIONABLE LANGUAGE OR IMAGES, OR FALSE AND/OR MISLEADING INFORMATION THAT OCCUR DUE TO OR ARE CAUSED BY HANDLING OF OR INTERFERENCE WITH THE SYSTEM AND SYSTEM EQUIPMENT BY A PERSON OR PERSONS OTHER THAN COMPANY.

SECTION VI - LIABILITY

6.1 General Limitation. NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT, COMPANY'S ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE ARISING OUT OF THE INSTALLATION AND PROVISION OF ITS SERVICES, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE

PROPORTIONATE FIXED MONTHLY CHARGES TO THE CUSTOMER FOR THE PERIOD OF THE SERVICE DURING WHICH THE MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, OR DEFECT IN THE SERVICES, OR ANY OTHER EVENT OR ACTION GIVING RISE TO A CLAIM OCCURS.

6.2 No Special Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED AGAINST SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

6.3 .**VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY Customer understands and acknowledges that it may lose access to voice over internet protocol (VoIP) telephone service or the service may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) COMPANY'S NETWORK OR FACILITIES ARE NOT OPERATING; (ii) CUSTOMER OTHERWISE LOSES ITS BROADBAND CONNECTION; (iii) CUSTOMER EXPERIENCES A POWER OUTAGE; (iv) ELECTRICAL POWER TO THE MODEM OR OTHER RESIDENTIAL GATEWAY DEVICE GETS INTERRUPTED; OR (v) CUSTOMER FAILS TO PROVIDE A PROPER SERVICE ADDRESS OR MOVES THE SERVICE TO A DIFFERENT ADDRESS WITHOUT NOTICE TO COMPANY. Customer understands and acknowledges that for VoIP 911/E911 calls to be properly directed, the VoIP provider must have Customer's current service address, and if Customer moves Service to a different address without the provider's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding, or the VoIP service (including 911/E911) may fail altogether. Customer must notify the VoIP provider of any change of address of the voice enabled advanced modem for E911 calling service to work properly. Customer agrees that, to the maximum extent allowed by law, Company shall have no liability for any damages caused, directly or indirectly, by Customer's inability to access VoIP Services, including 911/E911 services.**

Customer agrees to defend, indemnify, and hold harmless the Company, its officers, directors, employees, affiliates and agents and any other service provider who furnishes Services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, Customer or any third party or user of Customer account relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel.

6.3 Outage Credits. Notwithstanding anything to the contrary in this Agreement, Company and Customer agree that, to the extent that any part or portion of the Services are interrupted (as defined below), Customer's sole and exclusive remedy shall be a credit allowance for Service interruptions as set forth in Section VIII below.

6.4 Liability for Property Damage. Company shall not be liable for any damages whatsoever to the Customer Property, Premises or Customer Equipment resulting from installation, maintenance, repair or removal of equipment and associated wiring unless the damage is the result of Company's gross negligence or willful misconduct.

6.5 No Liability for Third Party Service or Equipment. Company shall not be liable for any damages associated with any services, channels or equipment that it does not furnish, or for any act or omission of any third party furnishing such service, channel or equipment, including, but not limited to, the Customer Equipment.

6.6 Assumed Responsibility. Customer shall be liable for any damages to System Equipment due to the fault or negligence of Customer or due to the failure or malfunction of Customer Equipment or facilities.

SECTION VII - INDEMNIFICATION

7.1 Customer's Indemnity Obligation. Customer shall defend, indemnify and hold Company, its parent, affiliates and subsidiaries, their directors, officers, employees and agents harmless from and against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively, "Claims") arising from Customer's use of Services, including, but not limited to: (1) Claims of third parties, including patrons, customers or users of customers, arising out of, or resulting from, the Customer's use of the Services;(2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any Customer use of Service; and (3) all other Claims arising out of any act or omission of the Customer, or patrons, customers, or users of the Customer.discuss. Customer agrees to defend Company against any such Claim and pay, without limitation, all associated litigation costs, reasonable attorneys' fees and court costs, judgment and settlement payments, provided that Customer is given prompt notice of a Claim and sole control over the defense and settlement of the Claim, except that Customer shall have no authority to bind Company to a settlement that requires Company to pay any amount or assume any obligations without Company's prior, written consent, which consent will not be unreasonably withheld or delayed.

7.2 (a) Company's Indemnity Obligation. Company agrees to indemnify, defend and hold Customer, its parent, affiliates and subsidiaries, their directors, officers and employees, harmless from and against any Claims resulting in any physical injury to persons arising directly from Company's performance of this Agreement and provision of Services, but only to the extent caused solely by Company's negligence or willful misconduct in the performance of Services hereunder.

(b) Conditions to Company's Indemnity Obligation. Company agrees to defend Customer against any such Claim or Infringement Claim and pay, without limitation, all litigation costs, reasonable attorneys' fees, court costs, judgment and settlement payments, provided that Company is given prompt notice of a Claim and sole control over the defense and settlement, except that Company shall have no authority to bind Customer to a settlement of a Claim that requires Customer to pay any amount or assume any obligations without Customer's prior, written consent, which consent will not be unreasonably withheld or delayed. In the case of an Infringement Claim for which Company is obligated to indemnify Customer, or if Company reasonably believes that such an Infringement Claim may be made, Company, in its sole discretion, may: (i) modify or replace the System Equipment or

Services or any part thereof with equipment or service of equal functionality so as to eliminate the infringement, (ii) obtain the right for Customer to use such System Equipment or Services without charge to Customer, or (iii) if neither option (i) or (ii) are available or determined by Company, in its sole discretion, to be commercially reasonable, remove or cease the infringing System Equipment or violative Services and refund to Customer any pre-paid charges for Services that would have been received after the effective date of termination.

SECTION VIII - CREDIT ALLOWANCES

8.1 Allowances. Company will provide a credit on a service-by-service basis as setforth in 8.2 when any one or combination of Services is interrupted, except as specified at Section 8.3. An interruption occurs when Customer can no longer pass traffic on or over the Company Network. The interruption shall be deemed to have begun when the Customer reports an interruption in Service and a trouble ticket is open by Company and the interruption will be deemed to have ended when the affected Service(s) is restored and the trouble ticket is closed out by Company.

8.2 Interruptions Over 24 Hours. Company will provide a credit for any period of interruption lasting more than twenty-four (24) consecutive hours. Credit for interruptions over twenty-four (24) consecutive hours will be one-thirtieth ($1/30^{th}$) of the MRCs for the interrupted services and facilities for each full twenty-four (24) consecutive hour period during which the interruption continues after notice by the Customer to Company. No more than one (1) full day's credit will be applied for any interruption period of twenty-four (24) consecutive hours.

8.3 Limitations on Allowances. Credits shall not be provided for interruptions (a) due to the negligence or willful act or omission with respect to the System Equipment of or noncompliance with the provisions of this Agreement by any person or entity other than Company, including, but not limited to, the Customer; (b) due to failure of power, equipment, systems, connections or services not provided by Company, including, but not limited to electric supply, heating, air conditioning at Customer's Premise(s) or the Customer Equipment or Systems; (c) due to circumstances or causes beyond the reasonable control of Company (Force Majeure as defined below); (d) during any period in which Company is not permitted full access to any of Customer's Property, Premises, facilities and equipment for the purposes of investigating and correcting interruptions; or (e) Service interruptions and outages caused as a result of a defect in the software, as released by the manufacturer.

SECTION IX - TERM

9.1 Term of Agreement. The term of this Agreement shall be for three (3) years or term listed in Appendix A, commencing on the date first written above and shall be automatically renewed from year to year under the same terms and conditions as stated herein and as may be modified by mutual agreement of the parties from time to time, unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term or renewal term.

9.2 Term of Sales Order. (a) Each Sales Order shall be effective on the date of final execution set forth therein. Unless terminated earlier as provided in this Agreement, the Services under a Sales Order commence on the in-service date and shall continue thereafter for the term set forth in the Sales Order (the "SO Term").

(b) In the event that Company continues to provide Services after the expiration of an SO Term or the expiration of this Agreement, the relevant Services shall be provided on a month-to-month basis at Company's then-current rates, as determined by Company, and in accordance with all other terms and conditions of this Agreement and applicable Sales Order.

(c) Notwithstanding subparagraph (b) above, upon the expiration of this Agreement, this Agreement shall be automatically extended to coincide with any SO Term in effect at the time that this Agreement expires, provided, however, the parties shall not execute any additional Sales Orders upon expiration of this Agreement until the parties have executed a definitive master agreement similar in form and substance to this Agreement.

SECTION X - TERMINATION

10.1 Suspension by Company. Company may discontinue or suspend any Services under this Agreement upon fifteen (15) days prior written notice to Customer in the event that Customer commits a material breach of this Agreement, including, but not limited to: (a) failure to pay any amount required for such Service under this Agreement when due, (b) engaging in any unauthorized use of Services, or (c) violation of any terms or conditions governing the use of Services.

10.2 Termination by Company. Company may terminate the Services under this Agreement or under any Service Order without liability to Customer, at any time: (a) upon five (5) days prior written notice to the Customer in the event that (i) Company has suspended such Services due to the material breach of the Customer (pursuant to Section 10.1 above) and (ii) such material breach has not been cured by the Customer within fifteen (15) days following the date of suspension; (b) upon five (5) days prior written notice (or such shorter period as may be required by law or regulation) in the event that Customer is using the Services to violate any law or regulation or Customer fails to provide Customer Equipment compatible for Company to deliver the Services; or (c) upon ninety (90) days prior written notice to Customer (or upon such lesser notice as may reasonably be available to Company) in the event that Company or its parent, affiliates or subsidiary does not retain the necessary authority, license, permit or permission necessary to provide and deliver the Services to Customer.

10.3 Liability for Early Termination. In the event that Company terminates Service pursuant to Section 10.2(a) or 10.2(b) above, Customer shall be subject to the payment of the early cancellation/termination charges set forth below.

10.4 Cancellation/Termination by Customer. Customer may cancel or terminate Services for cause or without cause on fifteen (15) days prior written notice to Company. (The term "for cause" as used herein shall mean the breach by Company of a material term of this Agreement; provided, however, that Company shall not be deemed in breach of this Agreement unless and until Customer has given written notice of such breach and Company shall have failed to cure the breach within

thirty (30) days after receipt of Customer's notice.) In the event that Customer cancels or terminates Service for cause, Customer shall not incur early cancellation/termination charges. In the event that Customer terminates Service without cause (any reason other than for cause as defined herein), Customer shall be subject to the payment of the early cancellation/termination charges set forth below.

10.5 Early Cancellation/Termination Charges. The rates and discounts set forth in each Sales Order are based on the Customer's agreement to purchase Service for an entire SO Term. If Company terminates Service pursuant to Section 10.2(a), 10.2(b), or if Customer cancels or terminates Service without cause pursuant to Section 10.4, the following early cancellation/termination charge applies and Customer will be invoiced and agrees to pay Company a charge equal to one hundred percent (100%) of the MRCs for all remaining months of the SO Term beyond the effective termination date unless otherwise agreed in the Sales Order, such amounts to constitute liquidated damages and not a penalty.

10.6 Unpaid Amounts. Nothing in this Agreement relieves the Customer from liability for payment of any unpaid NRCs, as well as, applicable MRCs for Service rendered by Company prior to the suspension or termination of that Service, as the case may be. Further, the Customer will continue to be liable for payment of Services that have been suspended by Company but not terminated in accordance with this Agreement.

10.7 Other Remedies. Company remedies under this Agreement as described herein are cumulative and not exclusive. In addition to the remedies set forth above, Company, in the event of Customer default under this Agreement, shall have the right to take appropriate action to collect amounts due, the costs of collection (including reasonable attorneys' fees) and to pursue any other remedies that are available at law or in equity.

SECTION XI - INSOLVENCY

11. Insolvency, Bankruptcy, Receivership. If Customer: (1) makes an assignment of property for the benefit of creditors, (2) files a voluntary petition under any bankruptcy or insolvency law, (3) is subject to a third party filing in an involuntary petition alleging an act of bankruptcy (and in the event of an involuntary petition, such petition is not dismissed within thirty (30) days of filing), or (4) has a permanent receiver of or for Customer's property or assets appointed, then Company at any time after receipt of notice of the occurrence of any such event, may give notice of termination, and upon the expiration of thirty (30) days from the delivery of said notice to Customer, terminate the Service and this Agreement. If Company terminates this Agreement due to the Customer's insolvency, the Customer shall be subject to Sections 10.5 and 10.7 hereof.

SECTIONS XII - USE OF SERVICE

12.1 Authorized Uses of Service. The Services are available solely for Customer's own use in transmitting and receiving communications. To the extent that Company provides access to the Internet in connection with its Services, Customer agrees to read and be bound by Company's Terms of Service and Acceptable Use Policy as posted on Company's website, as may be amended from time to time, at Company's sole discretion, with or without notice to Customer.

12.2 Unauthorized Uses of Service. Customer shall not utilize, nor shall it knowingly permit any third party to utilize, the Services for (a) any unlawful use, including, but not limited to, the transmission of any material in the violation of any federal, state or local law or regulation; (b) so as to interfere with or impair Service over any of the facilities and associated equipment comprising the Company network and System Equipment; (c) the transmission of any defamatory content; or (d) so as to impair the privacy of any communication over the fiber optic facilities and associated equipment of Company. Furthermore, Customer is prohibited from selling or reselling the Services, in whole or in part, either directly or indirectly, on an integrated or unintegrated basis, to any third party.

SECTION XIII - MISCELLANEOUS

13.1 Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and shall be given by personal delivery, mail, telecopy or overnight courier service. Notice given by mail shall be considered to have been given three (3) days after the date of mailing, postage prepaid, certified or registered mail, and notice given by other means shall be considered to be given when received as follows:

If to COMPANY:

OEC FIBER

2520 Hemphill Drive

Norman, OK 73069

If to CUSTOMER:

_____

_____

_____

or to such other address as either Company or Customer may from time to time designate by providing at least thirty (30) days prior written notice in accordance with the provisions set forth in this Section.

13.2 Force Majeure. Company shall not be liable for any delay, failure of performance or equipment, damage, or any consequence caused by, or due to acts of God, fire, flood, explosion, or other catastrophes; acts, delays, or omissions of third parties, any law, order, regulation, action or request of the OEC Fiber States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; act of terrorism; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties, or any other cause beyond its control, and any requirement for performance by Company shall be extended until such force majeure event can be resolved. If such cause continues for ninety (90) days or more, Customer may submit written notice to Company canceling any Sales Order for services not yet delivered.

13.3 Entire Agreement. This Agreement, along with all Sales Orders, which shall be appended hereto from time to time and incorporated herein by reference, represents the entire understanding between Company and Customer, and shall not be amended except by an agreement or amendment in writing signed by both Parties. This Agreement shall supersede and replace all previous and contemporaneous negotiations, proposals, commitments, representations, understandings and writings written and oral.

13.4 Choice of Law. This Agreement shall be governed by the laws and regulations of the State of Oklahoma. Any action or proceeding brought to interpret or enforce this Agreement shall be brought in a court of competent jurisdiction located in the State of Oklahoma in the District Court of Cleveland County, Oklahoma.

13.5 Survival. The obligations of the Parties under this Agreement, that by their nature continue beyond the expiration of this Agreement, shall survive the expiration or earlier termination of this Agreement.

13.6 Assignment. Customer may not assign or transfer any right or obligation under this Agreement without the prior written consent of Company. Any attempted assignment in violation of this Section 13.6 shall be void.

13.7 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

13.8 Saving Clause. If any term, covenant, or condition of this Agreement or application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of the agreement shall be valid and be enforced to the fullest extent permitted by law.

13.9 Waiver. The failure of any Party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the Party shall not be constructed to be a waiver of such right or remedy with the respect to any other breach or failure by the other party.

13.10 Confidentiality. This Agreement and any accompanying Sales Orders are confidential and shall not be disclosed to any third party without the prior written permission of Company.

13.11 Customer Proprietary Network Information ("CPNI"). Customer agrees that Company may release to Customer's representatives call detail, billing information and other CPNI, as defined at 47 USC §222(h)(1), associated with the Services without establishing a password for authentication purposes. Customer agrees that Company may rely, in lieu of a password, on the use of account information (including, but not limited to, account number, billing address, contact name(s), and identification of Services) and other commercially reasonable processes to authenticate Customer's representatives who contact Company's dedicated account representative(s) to request CPNI. Customer acknowledges that this alternative authentication regime is for Customer's convenience, and, if Customer elects not to require the use of a password, Customer assumes the risk of inadvertent or unauthorized disclosure of CPNI and agrees to indemnify, defend and hold Company harmless in the event of any such inadvertent or unauthorized disclosure. Customer has a right, and Company has a duty, under federal law to protect confidentiality of CPNI. Customer may request that Company implement password protection for Customer's CPNI at any time upon written notice. Customer further acknowledges that Company, its agents and its affiliates that provide communications-related services may access, use and disclose Customer's CPNI to market communications-related services to Customer, unless and until Customer "opts-out" as provided in the annual Company Customer Privacy Rights Notice.

13.12 No Third-Party Beneficiary; Disclaimer of Agency. This Agreement is for the sole benefit of Company and Customer hereto, and nothing herein express or implied shall create or be constructed to create any third-party beneficiary rights hereunder. Nothing herein shall constitute either party as a legal representative or agent of the other Party, nor shall a Company or Customer have the right or authority to assume, create, incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party, unless otherwise expressly permitted by such other Party in writing.

13.13 Authority. Each Party warrants that it has full authority to enter into this Agreement and that such action has been duly authorized in accordance with the Party's articles of

incorporation, by-laws or other applicable organizational documents and procedures.

13.14 Captions; Sections; Terms in the Attachments. Captions contained herein are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of any provision hereof. Use of the term "Section" shall include the entire subject Section and all its subsections where the context requires. All capitalized words in the Attachments shall have the same meaning as used in the Agreement document, unless otherwise indicated.

13.15 Construction. In the event of a conflict between the terms of a Sales Order and the terms of this Agreement, the terms of this Agreement will take precedence and control over the conflicting term in a Sales Order.

13.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of such counterparts shall constitute one and the same instrument. The Parties also agree that this Agreement shall be binding upon the transmission by each Party of a signed signature page thereof to the other Party via electronic means (including facsimile), and such signatures shall have the same force and effect as original signatures.