

Hilliary Communications, LLC.

22937 State Hwy 58 Lawton, OK 73507
(580) 529-5000 Fax (580) 529-5225

Master Service Agreement

This MASTER SERVICE AGREEMENT (the "Agreement") is made this 29th day of JUNE, 2021 between HILLIARY COMMUNICATIONS, L.L.C. ("HCL") and CLAY COUNTY, the purchaser executing the Quote Order, hereinafter referred to as the ("Purchaser").

WHEREAS, HCL provides communications services which Purchaser desires to purchase as set forth herein.

Now, therefore, it is agreed as follows:

1. During the Term of this Agreement HCL will provide Purchaser with the specific services identified on Quote Order No. 00001906 (the "Services") attached hereto as **Exhibit A** (the "Quote Order").

2. Term. Unless earlier terminated by either party in accordance with this Agreement, the initial term of this Agreement shall be for five (5) year (the "Initial Term") with the option to renew thereafter for two additional one-year terms upon the same terms and conditions set forth herein, except as modified by the written agreement of the Parties (each a "Renewable Term"). The Initial Term and the Renewal Term shall be referred to collectively as the "Term."

3. Termination.

(a) HCL may terminate this Agreement or suspend Services hereunder at any time upon (i) any failure of Purchaser to pay any undisputed amounts as provided in this Agreement, following 10 business days-notice to Purchaser and failure to cure; (ii) any breach by Purchaser of any material provision of this Agreement continuing for 30 days after receipt of notice thereof; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Purchaser; or (iv) any governmental prohibition or required alteration of the Services to be provided hereunder or any violation of an applicable law, rule or regulation. Any termination shall not relieve Purchaser of its obligation to pay any charges incurred prior to termination.

(b) Purchaser may terminate this Agreement or suspend Services hereunder at any time upon (i) any failure of HCL to restore a service Outage within forty-eight (48) hours of notice from Purchaser of such outage; (ii) any breach other than as provided in this section (b)(i) by HCL of any material provision of this Agreement continuing for 30 days after receipt of notice thereof; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to HCL; or (iv) any governmental prohibition or required alteration of the Services to be provided hereunder or any violation of an applicable law, rule or regulation. Any termination shall not relieve HCL of its obligation to fulfill its obligations under this Agreement prior to termination.

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4. Price. During the Initial Term, Purchaser shall pay HCL **\$675.00** (the “Monthly Service Fee”) for the Services. If Purchaser exercises its right to renew, Purchaser shall pay the Monthly Service Fee during such Renewable Term upon the same terms and conditions set forth herein, except as modified by the written agreement of the Parties. Amounts owed by Purchaser shall be invoiced monthly in advance and shall be due within 30 days after the date of invoice. The Monthly Services Fee does not include taxes, mandatory fees and governmental charges imposed by law and all taxes, fees and governmental charges imposed on the provided Services shall be paid by Purchaser in addition to the Monthly Service Fee. Such amounts will be listed separately on Purchaser's monthly invoice.

5. One-Time Installation Fee. Purchaser shall pay a one-time professional construction, installation and equipment fee in the amount of \$0 to cover all related installation and equipment costs associated with the provision of Services under this Agreement (the “Installation Fee”). The Installation Fee shall be included on the first monthly invoice and shall be due within 30 days after the date of the invoice.

6. HCL may substitute, change or rearrange any equipment, facility or system used in providing the Services at any time and from time to time, provided however that (i) any equipment, facility or system used by HCL shall be of equal or better quality than that used by HCL upon commencement of the Initial Term; (ii) HCL shall provide Purchaser not less than 72 hour prior notice of such substitution, change or rearrangement, and HCL shall make such changes during a time that does not interfere with Purchaser's business operations; and (iii) HCL's substitution, change or rearrangement shall not alter the technical parameters of the Services provided hereunder. Notwithstanding any provision of this Agreement to the contrary, in the event of an unexpected emergency, the requirements of this paragraph 6 shall not apply, provided that any substitution or change due to such emergency shall be temporary, and HCL shall replace the temporary equipment, facility or system with those that meet the requirements of this paragraph 6 as soon as possible.

7. HCL will grant a credit allowance for Services interruption calculated and credited in one-hour increments. A service interruption will be deemed to have occurred only if Services become unusable to Purchaser as a result of failure of HCL's facility, equipment or personnel used to provide the Services, and only where the interruption is not the result of (a) the negligent acts of Purchaser or its agents; (b) the failure or malfunction of non-HCL equipment or systems; (c) circumstances or causes beyond the control of HCL; or (d) a service interruption caused by service maintenance, alteration or implementation, following not less than 72 hours-notice to Purchaser of such maintenance, alteration or implementation. In addition to the termination rights provided to Purchaser pursuant to Section 3(b), in the event that service interruptions, for which a credit allowance shall be granted under this Paragraph 6 (a) result in the accumulation of at least \$500 in service credits during any continuous 12-month period; or (b) result in a single continuous service outage of 8 hours or more, Purchaser may, upon thirty (30) days written notice to HCL, terminate this Agreement.

8. As used in this Agreement, the term “HCL Group” shall mean (a) HCL; (b) any third parties

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providing facilities or equipment used by HCL, in furtherance of HCL's provision of Services to Purchaser (c) any affiliates of HCL or such third parties; and (d) any director, officer, agent, servant, employee, independent contractor, or supplier of HCL, any such third parties, or any such affiliates. As used in this Agreement, the term "Purchaser Group" shall mean (a) Purchaser; (b) any affiliates of Purchaser; and (c) any director, officer, agent, servant, employee, independent contractor, or supplier of Purchaser or any such affiliates. EXCEPT TO THE LIMITED EXTENT PROVIDED FOR ABOVE IN PARAGRAPH 7, IN NO EVENT SHALL HCL GROUP OR PURCHASER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY SERVICES, EQUIPMENT, FACILITIES OR SYSTEMS PROVIDED OR UTILIZED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF DATA OR INTERRUPTION OF DATA TRANSMISSION), AND EACH OF HCL GROUP AND PURCHASER GROUP HEREBY RELEASE AND WAIVE ANY CLAIMS OR DEMANDS IT MAY HAVE AGAINST THE OTHER PARTY, FOR OR WITH RESPECT TO ANY SUCH DAMAGES. PURCHASER AND HCL FURTHER AGREE THAT ANY OTHER LIMITATION OF LIABILITY OR PROTECTION TO WHICH EACH MAY BE ENTITLED, ARISING OUT OF THIS AGREEMENT OR SERVICES PERFORMED HEREUNDER, SHALL FULLY APPLY TO AND BENEFIT PURCHASER GROUP AND HCL GROUP, RESPECTIVELY, IN THE SAME MANNER AND TO THE SAME EXTENT SUCH PROVISIONS OR PROTECTION APPLY TO AND BENEFIT PURCHASER OR HCL. THERE ARE NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS EXPRESSED OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

9. In the event that Purchaser cancels or terminates Services at any time during the Term of this Agreement or any renewal thereof for any reason other than (i) pursuant to Purchaser's termination rights under this Agreement or (ii) a service interruption (as described in Paragraph 7 above), Purchaser agrees to provide HCL with a 90 day written notice. In the event Purchaser terminates for any reason other than pursuant to the termination rights set forth in paragraphs 3(b) or 7, Purchaser shall be charged an early termination fee equal to 100% of the remaining amount due under the remaining term of this Agreement (the "Termination Charge"). Notwithstanding any provision of this Agreement to the contrary, the Termination Charge shall not be applicable to termination by Customer in accordance with Paragraphs 3(b) or 7, and to the extent of any conflict between the terms of this Agreement and any Quote Order, this Agreement shall control.

10. Except in the event of termination by Purchaser pursuant to paragraphs 3(b) or (7), Purchaser is responsible for all Non-Recurring and Recurring Charges on and after the Purchaser's desired due date (the "Due Date").

11. In the event that Purchaser requests additional circuit engineering or changes equipment specifications, configurations or service parameters, premises locations, or any material provision of the Quote Order, Purchaser shall be charged all actual costs and expenses reasonably and

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directly incurred in connection therewith. Notwithstanding any provision of this Agreement to the contrary, Purchaser shall have the right to purchase and retain for its sole benefit any dedicated spare equipment, and such equipment shall be maintained by HCL during the Term.

12. Neither party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, governmental requirement, civil or military authority, acts of God, or any other causes beyond their reasonable control and if such party shall have used its commercially reasonable efforts to mitigate such effects, and such party shall have given written notice to the other party, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

13. Neither party may assign this Agreement without the written consent of the other party, except that either party may assign its rights and/or obligations hereunder (a) to any subsidiary, parent company or affiliate; (b) pursuant to any sale or transfer of substantially all of the assets such party; or (c) pursuant to any financing, merger, consolidation or reorganization of such party.

14. The Quote Order attached hereto as **Exhibit A** sets forth the products and Services to be provided pursuant to this Agreement. All details, terms, and conditions set forth in the Quote Order are incorporated herein by reference as if fully set forth herein. This Agreement and the Quote Order set forth the full agreement of the parties with respect to the subject matter hereof and supersede any prior agreement or understanding. If any provision hereof is held by a court to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain unimpaired and in *effect*. No term or condition of this Agreement shall be modified or amended except in writing signed by an authorized representative of both parties; however, one or more additional Quote Order(s) may be subject to the terms and conditions of this Agreement.

15. No license, joint venture or partnership, express or implied, is granted by HCL or Purchaser pursuant to this Agreement.

16. Each party agrees to maintain in strict confidence all plans, designs, drawings, trade secrets, and other proprietary information of other party, which is disclosed pursuant to this Agreement

17. This Agreement shall be governed by the laws of the State of Oklahoma without regard to its choice of law provisions. In any action between the parties to enforce any material provisions of this Agreement, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to whatever other relief a court may award.

18. It is recognized that customers may experience a temporary but measurable reduction in the Services they are using due to circumstances beyond their control. Should Purchaser experience an economic or force majeure situation before the initial term of this Agreement is complete, Purchaser may initiate discussions with HCL to establish a Temporary Alternative Agreement (TAA) adjusting the parameters of the term and capacity ordered per the original Agreement. HCL shall have 30 days to respond to such a request. The parameters of the original Agreement will not

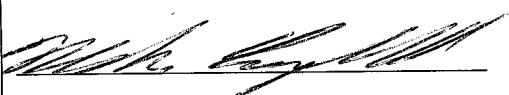
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be altered, nor shall the TAA become permanent. The TAA is viewed as a temporary arrangement, the terms and conditions of which to be determined on an individual case basis and reverting back to the original terms and conditions at the conclusion of such TAA. Purchaser may take advantage of the provisions of this clause once during the term of this Agreement.

Customer Initials: ML

<p>Purchaser: Clay County</p> <p>Sign: </p> <p>Name: <u>MIKE CAMPBELL</u></p> <p>Title: <u>COUNTY JUDGE</u></p> <p>Notice Address: <u>214 N. MAIN</u> <u>WARRANTIA, TX 76365</u></p> <p>Email: <u>MIKE.CAMPBELL@</u> <u>CO, CLAY, TX, US</u></p>	<p>Hilliary Communication, L.L.C. ("HCL")</p> <p>Sign: _____</p> <p>Name: <u>Benne Brewer</u></p> <p>Title: <u>AVP of Marketing</u></p> <p>Notice Address: 22937 State Hwy 58 Lawton, OK 73507</p> <p>Email: <u>benne.brewer@hillcom.net</u></p>
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