



MASTER SERVICE AGREEMENT

This Master Service Agreement (“MSA”), together with any Amendment to this MSA, any Sales Orders, and the Incorporated Agreements detailed in Section 9 of this MSA (collectively the “Incorporated Agreements”), is a contract for service by and between DCT Telecom Group, Inc. (“DCT”), and the customer identified below (“Customer”), for the purpose of DCT providing the services defined in this MSA or any of the Incorporated Agreements (collectively, the “Services”) to Customer. DCT and Customer may each be referred to as a “Party” or collectively as the “Parties.”

1. **Parties/Notices:** Either Party may give notice pursuant to this MSA or any of the Incorporated Agreements by written communication sent by a nationally recognized overnight delivery service or first class mail or pre-paid post. Notice from Customer to DCT regarding the Service term, notice of non-renewal, or notice of termination shall be sent to:

Contract Management
DCT Telecom Group, Inc.
27877 Clemens Road
Westlake, OH 44145

Either party may also effectuate notice by electronic mail to the electronic mail recipient and address designated on the Sales Order Form. Electronic notice from Customer to DCT regarding the Service term, notice of non-renewal, or notice of termination shall be sent to contractmanagement@4dct.com. Any written notice delivered personally or via e-mail shall be deemed communicated as of actual receipt; notices sent by mail shall be deemed to have been given three (3) business days after the time when the same was deposited in the mail.

2. **Effective Date:** This MSA shall be effective on the date of Customer signature.
3. **Service Term:** The Service(s) shall be provided for the term specified in the Sales Order (the “Initial Service Term”), with the Initial Service Term commencing as of the Service Activation Date of the Service(s) (as defined in the following Section). Unless one of the Parties provides a valid written or electronic notice of termination to the other Party on or before sixty (60) days prior to the expiration of the Initial Service Term of any Service(s), such Service(s) shall automatically continue in full force for one or more renewal term(s) (“Renewal Service Term(s)”), equal in length to the Initial Service Term of such Service, until a Party provides valid sixty (60) days’ written or electronic notice of termination of Service(s) in accordance with this Section or otherwise terminates Service(s) pursuant to the terms of the Agreement. The Initial Service Term together with any such Renewal Service Term(s) shall be referred to collectively as the “Service Term.”
4. **Service Activation Date.** At such time that DCT has completed the physical installation of any equipment, facilities, or systems provided by DCT and/or its suppliers (collectively, “DCT Provided Equipment”) or has made a Service available for Customer’s use, such date shall constitute the “Service Activation Date.” If DCT ships any DCT Provided Equipment to Customer for installation by Customer or a third party contracted by Customer, the Service Activation Date for that DCT Provided Equipment will be the date that the DCT Provided Equipment arrives at Customer’s location.
5. **Term Plan Monthly Minimum:** The Term Plan Monthly Minimum as specified on the Sales Order is the minimum amount of Net Charges that Customer must pay each monthly billing period. “Net Charges” are the actual charges for all Services provided by DCT after deducting any applicable taxes, fees and discounts. In the event that the Term Plan Monthly Minimum is less than the aggregate cost of services specified on the Sales Order, each individual circuit will have a minimum commitment equal to the Monthly Recurring Charge (MRC) for that circuit times the number of months in the Initial Service Term. In the event that an individual circuit is cancelled prior to the expiration of the Initial Service Term, Early Termination Charges will apply.
6. **Service.** DCT agrees to furnish to Customer, either directly or through its affiliates, access to DCT’s Services. The service shall, as far as commercially practicable, be offered on a 24 hour per day basis, seven days a week. DCT makes no representation or warranty as to when service will commence and will make every effort to initiate Service as soon as possible. Customer acknowledges that the Service initiation is dependent upon third parties that are not under the direct control of DCT. Under no circumstance shall DCT be liable to Customer or any third party for damages arising from delays in the commencement of Service, loss of information, numbering or directory listing errors, or loss of business.
7. **Charges.** Upon DCT’s receipt of Customer’s executed Sales Order, Customer will receive an invoice via electronic delivery for the non-recurring charges (“NRCs”) applicable to the Service(s) identified on the Sales Order. Customer shall also be responsible with the first invoice and thereafter for all excise, sales, use, and other taxes, fees, surcharges, and associated administrative and cost recovery fees applicable to the Service. If Customer is exempt from Taxes in one or more jurisdictions, Customer must provide to DCT documentation legally sufficient to establish an exemption from Taxes (“Exemption Certificate”), at which point DCT will remove the applicable Taxes from Customer’s account. Failure by Customer to provide any applicable Exemption Certificates upon execution of this Agreement will result in no exemption being available to Customer for any period prior to the date that Customer presents the valid certificate(s). Customer’s first invoice following the Service Activation Date will be issued via electronic



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delivery and will include (i) the pro-rata portion of any applicable monthly recurring charges (“MRC”) and any applicable usage-based charges, covering the period from the Service Activation Date to the first day of Customer’s billing period; (ii) the first full month of MRCs, if applicable; and (iii) all Taxes applicable to the applicable Service(s). Thereafter, DCT will invoice via electronic delivery, and Customer shall pay any MRC, any applicable MRC pro-rations related to changes with Customer’s Services during the preceding month, any usage-based charges applicable to the Service during the preceding month, and all Taxes applicable to the Service(s) on a monthly basis. Failure by DCT to invoice Customer for any monthly recurring charges during the month in which the services were provided shall not waive Customer’s obligation to pay for such services when billed. Notwithstanding any other provision of this MSA to the contrary, DCT shall be entitled to increase the MRCs or usage-based charges payable by Customer with respect to any Services upon thirty (30) days’ prior written or electronic notice to Customer.

8. Payment. All invoices are due upon receipt. If any amount due is not received by DCT within thirty (30) days of Customer’s receipt of an invoice (“Payment Date”), then, in addition to any other remedies available to DCT, DCT may in its sole discretion: (i) charge interest on the unpaid amount, at the rate of the lesser of one and one-half percent (1.5%) per month or the maximum rate allowable under law, commencing as of the Payment Date through the date of DCT’s receipt of payment; and/or (ii) require a form of security or other assurance of payment as set forth in Section 1 of the Additional Terms and Conditions. Customer shall also pay all reasonable attorney’s fees and other costs of collection if any are incurred by DCT.

9. Integration and Incorporated Agreements. This MSA, together with the Incorporated Agreements located at <http://www.4dct.com/information/current-customers/>, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior offers, communications, representations, understandings, and agreements, whether verbal or written, made between the Parties. This MSA is subject to and controlled by the terms of this MSA and the Incorporated Agreements, all of which are located at <http://www.4dct.com/information/current-customers/>, as such terms may be modified from time to time and all of which are hereby expressly incorporated herein by this reference. By signing below, Customer agrees to this MSA and that Customer has reviewed and agrees to all terms and conditions provided for in the Incorporated Agreements. The Incorporated Agreements include:

- a. DCT’s Additional Terms & Conditions
- b. One or more applicable Service Exhibits, including the Voice Services Exhibit, Network Services Exhibit, and Hosted PBX and SIP Trunking Services Exhibit;
- c. DCT’s Acceptable Use Policy;
- d. Any applicable Sales Order.

The Parties shall not be bound by any provision in any Sales Order, confirmation, correspondence or other communication which is at variance with, in addition to, seeks to define or clarify, and/or conflicts with any provision of this MSA or the Incorporated Agreements, unless such variance, addition, definition/clarification, or conflict is specifically identified in a written agreement signed by Customer and DCT. The order of precedence in interpretation shall be (i) any Amendment to the MSA, (ii) a Service Exhibit, (iii) the MSA, (iv) the Additional Terms and Conditions, (v) the Acceptable Use Policy, and then (vi) a Sales Order.

Counterparts and Drafting. This Agreement may be executed in one or more counterparts, whether by original, photocopy or facsimile, each of which shall constitute an original, but all of which shall constitute one and the same instrument. This Agreement has been negotiated between and jointly drafted by DCT and Customer.

Agreed To and Accepted:	
Customer Name:	
Customer Address:	
Customer Contact Name:	Title:
Customer Signature:	Date: