



## MASTER SERVICE AGREEMENT

This Master Service Agreement (“MSA”) is entered into by and between CCI Network Services (“CCI”), 155 N 400 W, Suite 100, Salt Lake City, Utah 84103 and Weber County Utah (“Customer”), whose address is 2380 Washington Blvd Ogden, UT 84401.

### A. CONDITIONS PRECEDENT

1. Customer must meet CCI’s credit criteria.
2. This MSA is voidable at the option of CCI if not signed and returned to CCI on or before the 17<sup>th</sup> day of June 2024.

### B. DEFINITION OF TERMS

1. Activation: Telecom service provisioning is the making available of resources necessary for a service by allocating those resources in a carrier's network. Service activation is the switching on — or “going live” — of the service. However, for the purpose of the MSA, activation is the first usage of the service after installation. Failure to use the Service triggers missed activation fee(s).
2. Ancillary Services: “Ancillary services” means services that are associated with or incidental to the provision of “telecommunications services,” including but not limited to “detailed telecommunications billing,” “directory assistance,” “vertical service,” and “voice mail services.”
3. CIC: Carrier identification code
4. Confidential Information: Information which concerns or relates to this contract including pricing, charges, fees, trade secrets, processes, operations, customers, vendors, and suppliers.
5. Contracted Services: those services provided by the contract (MSA) and those services ordered as part of the contract (MSA) from a third party.
6. Current Term: The term (or successive term) of the contract after renewal of the Initial Term (see below).
7. Due Date: The fourteen (14) calendar days after the closing date of the monthly billing cycle as established by CCI.
8. Initial Term: The length of the MSA exclusive of extensions or renewals.
9. Installation: the installation of apparatus for the transmission of communications, including but not limited to switches, modems, routers, servers, cables, and cable management.
10. Local Loop Monthly recurring charge: See MRC below.
11. Local Loop Non-recurring charge: See NRC below.
12. Master Service Agreement (MSA): this contract and is often referred to in this document as “the contract.”
13. Minimum charge: that fee plus any taxes, pass-through fees, surcharges etc. as agreed in the contract and its attachments.
14. Monthly Recurring Charge: (MRC) that charge for services as per the contract plus any incurred taxes, pass through charges imposed by federal, state, and local governments.
15. Monthly Service Fee: (MSF) that charge for the services provided by CCI.
16. MUG: Minimum usage guarantees.
17. Non-Recurring Charge: (NRC) one time or sporadic charges incurred for installation, modification or change to the service provided herein.
18. RBOC: Regional Bell Operating Company.
19. RESPORG: Responsible Originator of Toll-Free Services
20. SLA: Service Level Agreement (which is attached, if applicable).
21. SMS: Service Management System for Toll Free Data Base.
22. Tax exempt: In order to comply with most state and local sales tax law requirements, the CCI must have in its files a properly executed exemption certificate from a Customer if it claims a sales/use tax exemption. If the CCI does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.
23. Termination fee: that negotiated fee payable upon early cancellation under the terms of the agreement.
24. TFN: Toll free number.
25. ETL: Early Termination Liability means the number of months left on contracted services multiplied by the monthly recurring charge.

### **C. PURCHASE OF SERVICES / TERM**

1. Customer hereby commits to purchase CCI telecom services (the "Services") for 3 year(s) starting with the billing cycle in which installation and activation are complete (the "Initial Term") subject to terms and conditions contained in Attachments and Addenda relating to post termination obligations of the Customer.
2. This MSA automatically renews on a month-to-month basis unless CCI or Customer provides written notice of cancellation thirty (30) calendar days prior to the end of the Initial Term or the then Current Term.
3. CCI agrees to provide Services in accordance with the applicable rates, terms and conditions set out in Attachment "A" which is attached hereto and incorporated herein by reference. Existing federal and state taxes may be revised from time to time by CCI (the "Taxes").

### **D. PAYMENT TERMS/PRICING**

1. CCI will invoice Customer at the close of the billing cycle for the amount owing for the Services it has provided. Customer shall pay that amount in immediately available U.S. funds within twenty-one (21) calendar days from the date of the invoice (The "Due Date"). Billing will be monthly. All amounts not paid by the Due Date or otherwise past due shall bear interest at the rate of 1-1/2% per month (or such lower amount as maybe required by law) until paid.
2. Customer shall be responsible for all taxes, pass through charges for governmental/regulatory assessments (such as Universal Service Fund and payphone surcharges), installation and monthly recurring (including per line) charges, directory/operator assistance charges, calling card charges, international charges, and domestic offshore charges. All such taxes, assessments and charges will be directly passed through to the Customer.
3. To be exempt from taxes, Customer must submit to CCI a properly executed USF (Universal Service Fund), Gross Receipts, and Multi-Jurisdictional tax forms and exemption certificate(s) from each and every jurisdiction in which the Service is delivered.
4. The Customer is liable for all charges set forth in attachments or addenda attached hereto or that may be added during the term of the contract. Customer is responsible for any (i) CCI and local service provider installation and monthly recurring charges for dedicated circuits/loops necessary for the Services, and (ii) costs incurred by CCI, including without limitation, any local service provider contract termination charges, if such circuits/loops are canceled prior to or after activation of the Services, or the completion of the existing Term.

### **E. TERMINATION OF AGREEMENT**

1. Services may canceled prior to expiration of the Initial Term or the then current term either: (i) by CCI for Customer's breach, (ii) by Customer for CCI's breach, or (iii) by Customer by giving thirty (30) calendar days written notice of intent to terminate and by paying an early termination fee equal to any Minimum Monthly Recurring Charge's times the number of months remaining on the unexpired Initial or Current Term, plus any cancellation charges incurred for the pass through charges or costs incurred by CCI under paragraph D.4., and any applicable governmental assessments. Customer agrees that the termination fee is based on an agreed minimum usage commitment by Customer and is not a penalty.
2. The preceding paragraph notwithstanding, if Customer is dissatisfied with CCI network quality or service support (but not rates or pricing which are covered in G.1., Customer may cancel this Agreement without liability for the termination fee set forth above by giving written notice with a detailed explanation of the problem to CCI, 155 North 400 West Suite 100, Salt Lake City, UT 84103. (801) 994-4100. However, if: (i) the problem is caused by Customer or its vendors; (ii) the problem is attributable to facilities or causes outside CCI's reasonable control; (iii) CCI is unable to resolve a significant Services-related problem to Customer's reasonable satisfaction within fifteen (15) calendar days after receipt of Customer's written notice; and (iv) Customer's account with CCI is current (no past due amounts) at the time of notice of cancellation, then and only then will the Termination Fee be waived.

### **F. MISCELLANEOUS**

1. Customer may not assign this Agreement or any of its rights or obligations herein without CCI's prior written consent, which consent shall at CCI's sole discretion.
2. Customer shall not resell the Services without prior written consent from CCI and has proper federal and state regulatory authorization as a telecommunications service provider.

3. Customer shall treat the contents and terms of this Agreement as a Confidential matter between the parties and not disclose the same to third parties. This MSA and attachments thereto signed by Customer and CCI represent the entire understanding between CCI and Customer with respect to the Services and supersede any prior written or oral offers or proposals provided by CCI or its representatives not specifically incorporated herein by reference. CCI shall not be bound by any handwritten or typed changes to this Agreement not specifically approved by it in writing. Any amendments to this Agreement must be signed by a CCI VP and an authorized representative of Customer.
4. Except to the extent pre-empted by federal law, any claim arising under this MSA is governed by the laws of the State of Utah. Any, and all, proceedings to enforce or interpret this Agreement must be brought in a court residing in the County of Salt Lake, Salt Lake City, Utah.
5. The prevailing party in any proceeding to enforce or interpret this Agreement shall be entitled to receive from the non-prevailing party all costs and reasonable attorney fees incurred therein.
6. The Customer agrees to pay for all fees incurred by CCI during the installation of Services or in providing the Services during the Initial and/or Current Term of the MSA, e.g., those fees and charges referenced above in D.4.
7. If applicable, once equipment necessary for providing CCI services is installed and notice given of its completion, if Services are not activated (by initial use of Customer) within thirty (30) calendar days of the original activation date, customer will be charged a \$500 fee. The Customer will be charged a \$250.00 fee for each additional missed activation scheduled thereafter.
8. In the event that 10% or more of Customer's completed calls during any Billing Cycle constitute calls less than six seconds in length ("Short Duration Calls"), CCI may charge each Short Duration Call during such Billing Cycle (including those Short Duration Calls under the 10% threshold) an additional \$0.015 surcharge. CCI shall rate all calls to the fourth (4th) decimal. In the event of any inconsistency between the provisions of this paragraph and a pricing table, the provisions stated in this paragraph shall be controlled.
9. BILLING INCREMENTS: Domestic, including Alaska and Hawaii, Outbound and Inbound Toll-Free calls will be based upon a minimum billing period of 6 seconds with rounding to the next higher 6 second. Calls to Mexico will be based upon a minimum billing period of sixty (60) seconds with rounding to the next higher sixty (60) seconds. Outbound and Toll calls to and from Canada NON-Continental US (with the exception of Alaska and Hawaii as detailed above) will be based upon a minimum billing period of thirty (30) seconds with rounding to the next higher six (6) seconds. International calls, excluding Mexico, will be based upon a minimum billing period of thirty (30) seconds with rounding to the next higher six (6) seconds.
10. FORCE MAJEURE: Other than with respect to failure to make payments due hereunder, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to fire, earthquake, flood, water, the elements, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.
11. INDEMNIFICATION: Company shall defend and indemnify CCI and its directors, officers, employees, representatives, suppliers and agents from any and all claims, taxes, penalties, interest, expenses, damages, lawsuits or other liabilities (including without limitation, reasonable attorney fees and court costs) relating to or arising out of (i) the operation of Company's business, and (ii) its breach of this MSA. CCI shall not be liable and shall not be obligated to indemnify Company, and Company shall defend and indemnify hereunder, for any claims by any third party, including End-Users, with respect to services provided by Company which may incorporate any of CCI's services.
12. No payments due hereunder are contingent on payments due to Customer from its End Users. Customer is solely responsible for billing and collection from its End Users.
13. The Customer agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CCI in the collection of any and all unpaid amounts, including, but not limited to, unmet MUG's, past due amounts, and early termination penalties. CCI may charge a reasonable fee for each check returned for insufficient funds.

## **G. DISPUTES**

1. In the event Customer disputes any charges on a CCI invoice, Customer shall notify their CCI support representative, in writing, providing the billing identification number, Circuit number, trouble ticket number, if applicable, and a detailed explanation for the dispute. Customer must provide notice of any dispute within sixty (60) calendar days after the date of the invoice on which the disputed charges first appear, or Customer shall be deemed to have waived the right to dispute such

charges. The Parties will cooperate in good faith to resolve any such disputes within sixty (60) calendar days after the dispute is submitted to CCI. Customer shall pay all charges not disputed in this manner within the payment terms of this MSA. If the dispute or a portion of the dispute is resolved in CCI's favor, Customer shall pay CCI, within ten (10) calendar days after resolution of the dispute, the entire unpaid mutually agreed upon amount. If the dispute or a portion of the dispute is resolved in Customer's favor, CCI shall provide, on Customer's next invoice following the tenth (10<sup>th</sup>) calendar day after resolution of the dispute, a credit equal to the mutually agreed upon amount, plus the amount of any overpayment by Customer.

2. The Customer is solely responsible for all usage of CCI Services. Claims of fraudulent usage shall not constitute a valid basis for dispute of an invoice. The Parties agree that Customer, and not CCI, shall bear all risk of loss arising from fraudulent or unauthorized use of CCI Services. CCI reserves the right, but has no duty, to take any action it deems appropriate to prevent any fraud or abuse in connection with the Services, consistent with applicable federal and state laws and regulations.

## H. NOTICES

1. Notices hereunder shall be deemed given upon personal delivery or when deposited in the United States mail by certified or registered mail, postage prepaid, return receipt and addressed as follows:

CCI:  
CCI Network Services  
Attn: Jeff Parson  
155 N 400 W STE 100  
Salt Lake City, UT 84103  
jparson@ccicom.com

Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notwithstanding the foregoing, rate and fee changes shall be sent via email as follows:

RATES CHANGES:

Email: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Main: \_\_\_\_\_  
Fax: \_\_\_\_\_

**CCI Network Services ACCEPTANCE:**

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

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Weber County Utah ACCEPTANCE:**

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

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Contracted Services provided by CCI and third parties for the benefit of Customer may not coincide with termination of the MSA but will be the obligation of the Customer until such time as those obligations of service are met.**



ATTACHMENT A – CCI32577

By signing below, the Parties acknowledge and agree that this Attachment A and the Services provided by CCI Network Services shall be governed by the Terms and Conditions set forth in the CCI Network Services MASTER SERVICES AGREEMENT, which the Customer acknowledges it has reviewed and signed. This Attachment, together with the CCI Network Services Master Service Agreement, reflects the terms of this Agreement.

<b>1. Ancillary Charges:</b>	<b>MRC</b>	<b>NRC</b>
<b>Utopia 1 Gbps DIA @ 1845 Jackson Ave Ogden, UT 84404</b>	<b>\$1,029.00</b>	<b>\$0.00</b>

2. Customer commits to purchase CCI telecommunication services (the “Services”) for 3 years, 36 monthly billing cycles, starting with the billing cycle in which pricing is first implemented (the “Initial Term”).

**CCI Network Services ACCEPTANCE:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Weber County Utah ACCEPTANCE:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Contracted Services provided by CCI and third parties for the benefit of Customer may not coincide with termination of the MSA but will be the obligation of the Customer until such time as those obligations of service are met.