

## Ritter Communications Hosted Solutions Master Services Agreement

**Purpose:**

This Master Service Agreement (“Agreement”) is made effective as of the last date signed below and entered into by and between Ritter Communications Holdings, Inc., an Arkansas company with primary residence at 2400 Ritter Dr., Jonesboro, AR 72401 ("Ritter" or "Company") and City of Jonesboro , a(n) Arkansas company with primary residence at 300 S Church St. Jonesboro Ar 72401 (“Customer”).

Ritter shall provide the Products and Services, noted below, specified in the Sales Quote, or any addenda under the Terms and Conditions of this Agreement (“terms”). This Agreement consists of this Master Services Agreement, signature page, General Terms and Conditions, a Service Quote Attachment or RFP Response, Service Diagrams (where applicable), Service Level Agreements (where applicable) and our Acceptable Use Policy (applies to all Internet-connected services), and any other relevant addenda.

### Article I – Products and Services

**Products and Services (check each which applies):**

Each of products and/or services listed below applies under this agreement at the time of origination. Additional products and services may be attached to this Master Services Agreement as Attachments to this Agreement.

**Fiber Internet Services (Speeds in Mbps):**

- |  |   |
|--|---|
| <input type="checkbox"/> Dedicated Internet Access<br>Speed:            Mbps | <input type="checkbox"/> Fiber Optic PON Internet<br>Speed (up/down):            Mbps |
|--|---|

**Ethernet and Network Services (Speeds in Mbps):**

*(Connectivity diagram included)*

- |  |  |                                  |
|--|--|----------------------------------|
| <input type="checkbox"/> E-LINE Point-to-Point | <input type="checkbox"/> ELAN Multipoint                 | <input type="checkbox"/> Type II |
| <input type="checkbox"/> Site-to-Site VPN      | <input checked="" type="checkbox"/> Site-to-Site Layer 2 | <input type="checkbox"/>         |

**Ritter Infrastructure-as-a-Service (IaaS) Plans:**

*(Service Description included)*

- |  |                                       |                                       |
|--|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Azure Plan 1            | <input type="checkbox"/> Azure Plan 2 | <input type="checkbox"/> Azure Plan 3 |
| <input checked="" type="checkbox"/> Azure Plan 4 | <input type="checkbox"/> Azure Plan 5 | <input type="checkbox"/> Azure Custom |

**Ritter Cloud Storage:**

- |  |  |
|--|--|
| <input type="checkbox"/> Performance Class Cloud Storage<br>Total Storage Capacity (GB): | <input checked="" type="checkbox"/> Premium Class Cloud Storage<br>Total Storage Capacity (GB): 5000 |
| <input type="checkbox"/> Platinum SSD Cloud Storage<br>Total Storage Capacity (GB):      |  |

**Veeam Backup and Disaster Recovery-as-a-Service (DRaaS) Solutions:**

*(Service Description and Solution Diagram to be included for selected services)*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Veeam Backup            | <input checked="" type="checkbox"/> Veeam Replication                    |
| <input checked="" type="checkbox"/> Veeam Backup Repository | <input checked="" type="checkbox"/> Veeam Replication Recovery Resources |
| <input checked="" type="checkbox"/> Veeam Cloud Connect     | <input type="checkbox"/> Disaster Recovery Planning & Management         |

**Other Ritter Hosted Solutions:**

- Ritter Managed Voice Solution       Microsoft Office 365  
Total Licenses:

**Other Service Solution not mentioned above:**

- |                          |                          |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

**Article II – Contract Length and Pricing**

**TERM COMMITMENT:** Customer agrees to the Term Commitment a term of 36 months (Term) or as stated in the attached Sales Quote, if a Sales Quote is used. The rates set out on the attached Sales Quote are based on the Term Commitment. The initial Term will begin upon customer acceptance and date upon which billing is applied.

**PRICING, PAYMENT, AND TERMINATION:** Pricing (Rates) shall be as set forth in the attached Pricing Addendum and/or Statements of Work executed by both parties and contained herein. Payment, Billing Disputes, Termination, Early Termination and Early Termination Charges will be handled in accordance with Ritter Communications General Terms and Conditions (attached) unless otherwise specified by this Master Services Agreement.

**Article III –Attachments to Master Services Agreement**

**ATTACHMENTS TO MASTER SERVICES AGREEMENT:**

- **Ritter General Terms and Conditions:** Terms and conditions shall be as set forth in the applicable tariffs and this Master Services Agreement, including the attached General Terms and Conditions.
- **Service Descriptions and Statements of Work:** Service Descriptions or Statements of Work for all applicable services will be added as Attachments to the Master Services agreement to detail the equipment, solution, and/or service being provided by Ritter Communications to customer.
- **Sales Quotes:** Sales Quote documents will be attached to the Master Services Agreement to detail pricing for each and every equipment, solution, and/or service provided by Ritter Communications to the Customer.
- **Service Level Agreements:** For applicable products and services, Ritter Communications may provide detailed Service Level Agreements (SLA) to the Customer as Attachments to the Master Services Agreement at the time of contract execution.



- **Acceptable Use Policy:** All Internet related services provided by Ritter Communications to Customer will be subject to all applicable terms set forth by the Ritter Communications Acceptable Use Policy (AUP) available by request from Ritter Communications, or by access at <http://getritter.info/terms-and-policies/>
- **Additional Attachments:** Any additional Attachments to this Master Services Agreement will be subject to approval and execution by both Ritter Communications and Customer and will be subject to all applicable Terms as set forth by this Agreement.

**ENTIRE AGREEMENT:** This Agreement and the applicable tariff provisions are the complete agreement between the parties concerning its subject matter and replaces any prior oral or written communications between them. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied which are not specified in this Agreement and the applicable tariff. Neither the course of conduct between the parties nor trade practice shall act to modify any provisions of this Agreement. The Agreement and all matters relating to the validity, construction, performance and enforcement are governed by applicable federal law, the rules and regulations of the FCC and applicable laws, regulations or ordinances for the state and local areas where Service is provided. This Agreement can only be modified by a written document executed by the parties.

Agreeing to be bound by its terms, Customer and Company have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names.

**Ritter Communications**

**Customer: City of Jonesboro**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Bo Phillips

Printed Name: Suzanne Allen

Position Title: Director - HVS Sales

Position Title: CFO

Date: 7/18/2017

Federal ID#:

SS#: n/a

Date: 5/18/2017

## Attachment A: General Terms and Conditions

**1. TERM COMMITMENT:** Customer agrees to the Term Commitment as stated in the Master Service Agreement (TERM COMMITMENT) and early termination fees will apply. The rates set out on the attached Sales Quote are based on the Term Commitment.

**2. RATES:** The Company's charges for the Products are as specified in the applicable tariff and on Customer's Sales Quote (Rates). Because Customer agrees to a Term Commitment, throughout the Term of this Agreement, the Sales Quote may reflect and the Customer may receive a discounted rate based upon the length of such Term commitment. Such discounts vary according to specific products and services and Term Commitments. Customer agrees to pay any and all applicable federal, state, and local taxes (however designated) levied upon Company and our affiliates in connection with the sale, installation, use, or provision of the Services, Products and CPE including amounts that Company or its affiliates are required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, number portability fees, etc. If Customer is tax-exempt under federal or state law, it may submit to Company a valid tax-exempt certificate, and Company will not assess the applicable tax to Customer. Customer agrees to notify Company if its tax-exempt status changes during the term of this Agreement.

**3. EARLY TERMINATION PENALTY:** If Customer decides to terminate a Product or Service prior to the end of the Term, Customer will be subject to early termination charges equal to the number of months remaining in the Term multiplied by the monthly rate for the Product plus all non-recurring charges. A particular Product or Service may be provisioned through a third-party. If that is the case, Customer will be charged and will pay all costs incurred by the Company from such third-party that are caused by Customer's early termination. Customer shall be obligated to pay all such charges within thirty days of Customer's notice of termination.

All termination requests must be submitted in writing to the Company at least 30 days prior to the requested termination date. Billing for Services will terminate 30 days from the receipt of the written termination request.

**4. RENEWAL:** Following the initial Term Commitment, all agreed services will continue on a month-by-month basis unless services are otherwise cancelled by the Customer or the Agreement is renewed. Any services continuing on a month-to-month basis may be subject to month-to-month rates dictated by Ritter Communications and/or applicable tariffs.

**5. PAYMENT:** Unless otherwise provided in the attached Sales Quote, Customer will be billed monthly. The first bill will include all non-recurring charges, recurring charges for the first full month, any additional charges incurred as a result of any special requests from Customer (such as expedite charges) and the pro-rated amount for Products/Services provided during installation. Customer will be billed for all applicable taxes and fees. Customer will not be billed for taxes that are based on the Company's net income.

Customer agrees to pay all charges within thirty days of the date of the Company's invoice to customer ("Due Date"). Customer shall pay interest on payments made following the Due Date at the rate of one and a half percent or the maximum rate allowed by law. If the Customer's check is returned by Customer's bank, Customer does not pay all undisputed amounts by the Due Date, the Company reserves the right to disconnect Services and refuse to continue to provide the Products and Services.

Company also reserves the right to bill Customer retroactively for any services not previously billed by the Company.

**6. BILL DISPUTES:** For other than Product or Service Outages, Customer will have up to ninety days (commencing five days after the date of the Company's bill) to initiate a dispute over charges or to receive credits, if applicable. The applicable Product Attachment will contain remedies for Product or Service Outages. To dispute a bill, Customer must send to the Company a written itemized description of the specific charges being disputed by Customer. The Company must receive this information prior to the date set above. Customer agrees to pay all charges by the Due Date not specifically itemized in such written notice of dispute. Credits for Service Outages will be based on the applicable tariff and the Product Attachment.

**7. USE OF SERVICES:** Customer agrees to independently assess Customer's need for the Products and Services. To the extent allowed by law, the Customer agrees to indemnify the Company and to hold Company harmless from any and all claims resulting from the Customer's use of the Products, which causes damage to the Customer, the Company's other customers, or any third party. This indemnification also extends to any utility company that the Company may use to provide Products.

The Company's corporate Acceptable Use Policy ("AUP") governs use of many of the Company's Products and Services. The Company's AUP discusses policies including security, email, Usenet, and copyright. Customer agrees to fully comply with AUP. The Company's AUP for Internet Services may be viewed at <http://rittercommunications.com/terms-and-policies/>. The Company's AUP is dynamic and is modified from time-to-time without prior notice to Customer. At any time, Customer may also send a written request for the most recent copy of the AUP. Violation of the Company's AUP by Customer or any of Customer's end users may result in immediate termination of the Agreement and/or discontinuation of Products or Services.

**8. BANDWIDTH:** The Products and Services may be provided in conjunction with a third-party, or Customer communications may travel outside of the Company's network. The Company does not guarantee bandwidth or port speed for circuits and connections outside of the Company's network.

**9. UPGRADES:** If Customer upgrades the Products before the end of Term, no early termination penalty will be charged. Customer may be required to purchase the upgrade under a new Term Commitment.

**10. CUSTOMER PREMISE EQUIPMENT:** Along with the Products, the Company may rent or sell to Customer standard Customer Premise Equipment (“Standard CPE”). Standard CPE will either be located at the Company’s facility or at Customer’s premises. Standard CPE only includes equipment manufactured by vendors with whom the Company has an established business relationship.

All CPE that Customer rents from us will be made available for Customer’s use only for the Term of this Agreement (“Rented CPE”). Customer has no property rights in the Rented CPE. The Company reserves the right to replace any Rented CPE at the Company’s expense and with minimal interruption to the Services.

**11. AUTHORITY:** Customer represents and warrants that it is the owner of, or a tenant in, the premises where the Service is to be provided and has authority to enter into this Agreement and abide by its terms. Customer agrees to indemnify and hold us harmless from any claims arising from a breach of the previous sentence.

**12. SUBSCRIBER PRIVACY NOTICE:** As a subscriber, Customer is entitled under Federal law to certain privacy notices, including a Customer Proprietary Network Information privacy notice. Company includes its subscriber privacy notices in the package of information provided to Customer when Customer activates Service. If Customer desires additional copies of the privacy notice, please contact a customer service representative to have a notice sent to Customer.

**13. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas conflict of law principles, and the parties agree that any appropriate state or district court serving Craighead County, Arkansas, shall have exclusive jurisdiction over any case or controversy arising hereunder, and Customer hereby consents to the personal jurisdiction of all such courts over Customer.

**14. TARIFF:** Customer recognizes, understands and agrees that Tariffs on file with the Arkansas Public Service Commission or Tennessee Regulatory Authority, depending on the state in which services are provided, are applicable to various services and products provided herein.

**15. LIMITATIONS:** COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY PRODUCTS, EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM WHATEVER CAUSE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF WAGES. THE SERVICE AND PRODUCTS ARE SUBJECT TO THE TERMS AND LIMITATIONS OF ANY APPLICABLE TARIFF. TO THE EXTENT COMPANY’S PRODUCT OR SERVICE IS NOT TARIFFED THEN THE PRODUCTS AND SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED AND COMPANY DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED. NOTHING CONTAINED HEREIN IS MEANT TO LIMIT THE SCOPE OR REMEDIES UNDER AN APPLICABLE TARIFF FOR TARIFFED SERVICE.

**16. “UP TO” INTERNET SPEEDS:** Access speeds for internet packages deemed “up to” may vary and are not guaranteed. The speeds quoted are the maximum rates by which downstream Internet access data may be transferred between Company’s facilities and the network interface device at Customer’s premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer’s modem receives and sends Internet access data through the public internet as such speeds are impacted by many factors beyond Company’s control. Actual internet speeds vary due to many factors including the capacity or performance of Customer’s computers or modems and their configuration, Customer’s wiring and any wireless configuration, Customer’s destination and traffic on the Internet, Customer’s internal network or other factors at the internet site with which Customer is communicating.

**17. SECURITY:** Customer is responsible for securing its network, Customer premises equipment, modems, voice mail systems and other Customer equipment from unauthorized access and to assure that it is not used in any fraudulent, unauthorized or unlawful manner, whether by Customer’s employees or third parties, including but not limited to accessing outbound services through the use of any voice mail system. Customer is responsible for establishing adequate passwords, securing passwords and changing passwords that allow access to its service, voicemail system and equipment, including changing passwords when necessary due to employees leaving the Customer. Customer is responsible for any and all costs and charges, including long distance and toll charges associated with such usage including any fraudulent, unauthorized or unlawful usage or failure to secure, including by adequate password protection, its network, voice mail system, Customer premises equipment, modems or other Customer equipment.

By signing, I acknowledge that I have read and understand the Terms and Conditions of this agreement.

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**Customer Signature**

**Date**