

**SOLARUS  
END USER MASTER SERVICES AGREEMENT**

The following Master Services Agreement ("MSA") between Central Wisconsin Communications, LLC, dba Solarus (hereafter referred to as "we", "us", and "our") and its Customer, \_\_\_\_\_ (hereafter collectively referred to as "you" and "your") describes the mutual agreement under which we provide Services to you. You and we are each a "Party" and collectively referred to as "Parties." The MSA together with all other referenced documents, and exhibits constitute our entire Agreement and supersede any prior contemporaneous discussions and understandings, written or verbal.

In consideration of this Agreement, we provide Services to you, and you agree to purchase these Services under the following provisions:

- 1. Description of Services Provided.** We will provide you with Services as described in the attachments to this MSA during the term of this Agreement and warrant that our Services will meet the minimum performance standards described in the attachments to this MSA.
- 2. Use of Service.** You agree that our Services will not knowingly be used for any unlawful purpose. You agree that Services shall be provided subject to our Acceptable Use, Web Hosting and Privacy Policies as in effect from time to time as posted at <http://portal.wctc.net/?c=terms.php>
- 3. Service Term, Renewal and Cancellation.** The initial term of this Agreement shall be \_\_\_\_\_ years from the Activation Date (defined as the date we make Services available for your use), and shall automatically renew on the anniversary date of the Activation Date on a month to month basis, at the month to month rate current at the time of renewal, unless either of us provides the other with sixty (60) days written notice prior to such anniversary that it intends to terminate the Agreement effective on that anniversary date.
- 4. Equipment Installation and Non-Liability.** If applicable to the Services you buy from us, we will make arrangements through equipment vendors to install the equipment you have ordered for installation in order that your service can be activated as soon as possible. If the equipment is leased from us, we will maintain and support the equipment. If the equipment is purchased from us, you may purchase maintenance and support from us. You agree that we are not responsible for maintenance or support of the equipment or any failures of our service as a result of your failure to maintain the equipment. You further agree that upon termination of this Agreement you will return to us all of our equipment, if leased from us, in good condition. If you fail to do so, you agree to pay us the reasonable value of our equipment within 10 days after your receipt of our invoice.

**5. Charges and Payments.** Charges for our Services will be calculated in accordance with the MSA and issued for monthly periods based upon the anniversary date of your service activation. Recurring minimum monthly charges will be billed in advance of the service period. You will pay all charges due by the invoice due date in U.S. dollars.

**6. Elimination or Modification Services.** We reserve the right to eliminate and/or modify Services and/or upon prior written notice to you, which notice will state the effective date for the elimination and/or modification. In the event we notify you of an elimination and/or modification for an individual Service, you may terminate this Agreement only with respect to the Services affected by the elimination and/or modification of Service. In order to cancel such Services, you must notify us, in writing, prior to the effective date of the modification.

**7. Credit Approval.** Your execution of this Agreement signifies your acceptance of our initial and continuing credit approval procedures and policies. We reserve the right to withhold activation of Services pending our initial satisfactory credit review. We reserve the right to modify our credit requirements in light of your actual usage and payment history. We may also run credit reports on you at any time. You agree to provide us with updates on your financial condition upon our request.

**8. Credit Card and Automated Clearing House ("ACH") Payments.** If you are paying us through your credit card, you agree, within ten (10) days of any change, to provide us with an updated credit card account number and expiration date, if your credit card information changes. Similarly, if you have made arrangements for us to collect our invoice by automatic transfer from your bank account through an ACH payment, you agree to notify us within ten (10) days of any change to your bank account information.

**9. Taxes.** All fees charged by us for Services are exclusive of all (federal, state or local) taxes and similar fees (whether considered imposed on us or you, and regardless of characterization as sales, use, excise, gross receipts, privilege, duties, fees or other similar liabilities) now in force or enacted in the future imposed on the transaction and/or the delivery of Services, all of which you will be responsible for and will pay in full, except for taxes based on our net income or property taxes. You shall pay such additional charges for taxes in addition to all other charges provided for herein.

**10. Tax Exemption.** If you are eligible for exemption from certain taxes imposed on us, you, or the delivery of Services, we will continue to charge for all such taxes and you shall pay for all such taxes until such time as you deliver appropriate certifications or exemption certificates to us in accordance with the applicable taxing laws or regulations.

**11. Late Payment and Collection Charges.** Any payment not received within thirty (30) days of the invoice date (the "Due Date") will accrue interest at a rate of one and one-half percent (1-1/2%) per month or fractional month, or the highest rate allowed by applicable law, whichever is lower. If a payment is returned for non-sufficient funds, you agree to pay a charge equal to the greater of \$35.00 or the actual bank charges to us. If you are delinquent in your payments, we may, by written notice to you, modify the payment terms to require advance payment before the provision of Services or require other assurances, such as a security deposit, to secure your payment obligations.

**12. Billing Disputes.** Notwithstanding the foregoing, late payment charges shall apply (but shall not be due and payable for a period of thirty (30) days following the Due Date) for amounts reasonably disputed by you, provided that you: (a) pay all undisputed charges on or before the Due Date, (b) present a written statement of any billing discrepancies to us in reasonable detail on or before the Due Date of the invoice in question, and (c) negotiate in good faith with us for the purpose of resolving such dispute within said thirty (30) day period. In the event such dispute is resolved in our favor, you agree to pay us the disputed amounts together with any applicable late fees within ten (10) days of the resolution. In the event such dispute is resolved in your favor, you will receive a credit for the disputed charges in question and the applicable late fees. In the event the dispute cannot be resolved within such thirty (30) day period (unless we have agreed in writing to extend such period), all disputed amounts together with late fees shall become due and payable, and this provision shall not be construed to prevent you from pursuing any available legal remedies. We shall not be obligated to consider any of your notices of billing disputes which are received by us more than thirty (30) days following the Due Date of the invoice in question.

**13. Default.** You will be in default if (a) you do not pay any amount due within thirty (30) days of when it first becomes due; or (b) you break any of your commitments or obligations to us under this Agreement; or, (c) you cause us to be insecure with respect to your willingness or ability to pay. You will cause us to be insecure if, for example, and without limitation: you become insolvent, you stop paying your debts as they become due, you stop doing business as a going concern, you or a guarantor dies or becomes insolvent, you consolidate or merge without our written consent, you or any guarantor fail to affirm or assume this Agreement within sixty (60) days of filing bankruptcy, or our credit approval procedures and practices lead us to believe that you will not be able to pay the amounts due under this MSA.

**14. Remedies.** If you default, we may do any or all of the following: (a) we may exercise any right we have by law or equity, for which you, including any guarantor, expressly waive any required notice; (b) we may refer this matter to an attorney for appropriate legal action, in which case you agree to pay our reasonable attorney's fees and actual costs, including our travel costs to any deposition or court appearance; (c) we may, upon ten (10) days written notice to you, suspend your Services until payment of all amounts owing (as provided under *Suspension of Service* below, including late fees, reactivation fees and any other costs; and, (d) we may process billings for cancellation charges.

YOUR EXCLUSIVE REMEDY FOR OUR FAILURE TO PROVIDE SERVICES UNDER THIS MSA IS TO RECEIVE A CREDIT FOR AMOUNTS YOU HAVE PAID FOR SERVICES YOU DO NOT RECEIVE. OUT OF SERVICE CREDIT WILL BE GIVEN IN PER DAY INCREMENTS FOR EACH FULL CALENDAR DAY DURING WHICH THE SERVICE IS NOT AVAILABLE DUE TO THE FAILURE OF OUR NETWORK DUE TO CIRCUMSTANCES WITHIN OUR CONTROL.

**15. Suspension of Service.** In the event all undisputed charges due pursuant to our invoice are not paid in full by the Due Date or disputed charges owed by you, if any, are not paid in full by the time specified under *Billing Disputes* above, we shall have the right, after giving you five (5) days prior written notice ("Suspension Notice") and the opportunity to pay such charges, to suspend all or any portion of our Services until such time that you have paid in full all undisputed charges then due to us, including

any late fees. Following such payment, we shall reinstitute Services to you only when you have provided us with satisfactory assurance of your ability to pay for Services (i.e., a deposit, letter of credit or other means acceptable to us) and your advance payment of the cost of reinstating Services. If you fail to make the required payment by the date set forth in the Suspension Notice, you will be deemed to have canceled the Services suspended effective as of the date of suspension. Such cancellation shall not relieve you of your obligation to pay all amounts owing to us.

**16. Warranty.** We will use reasonable efforts under the circumstances to maintain our overall service quality in accordance with the terms of this MSA. **WE MAKE NO OTHER WARRANTIES ABOUT OUR SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.**

**17. DAMAGES WAIVER. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, REPLACEMENT GOODS, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER.**

**18. Basis of the Bargain; Failure of Essential Purpose.** You acknowledge that we have set our prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties provided, and that the same form an essential basis of the bargain between us. You agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

**19. Indemnity.** YOU AGREE TO INDEMNIFY US FOR ANY ACTIONS ARISING FROM USE OF OUR SERVICES INCLUDING PURPORTED VIOLATIONS OF COPYRIGHT, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. YOU AGREE TO REIMBURSE US FOR ALL REASONABLE COSTS AND EXPENSES INCURRED BY US DUE TO OUR DIRECT PARTICIPATION (EITHER AS A PARTY OR WITNESS) IN ANY ADMINISTRATIVE, REGULATORY OR CRIMINAL PROCEEDING CONCERNING YOU, IF OUR INVOLVEMENT IN SAID PROCEEDING IS BASED SOLELY ON THE PROVISION OF SERVICES TO YOU.

**20. No Third Party Beneficiaries.** The Parties agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either of us.

**21. Governing Law; Dispute Resolution.** You agree that this Agreement is executed and performed in Wisconsin and Wisconsin law will apply to it. As to any dispute arising under this Agreement, you also consent to the personal jurisdiction of any state or federal court located in the state of Wisconsin, and waive any right to a trial by jury so that any trial related to this Agreement shall be by and only to the court.

**22. Consent to Service of Process.** You agree that any process served for any action or proceeding shall be valid if done by any means allowed by law, or if mailed by certified mail, return receipt requested, with delivery restricted to either the addressee, its registered agent, or any agent appointed in writing to accept it.

**23. Severability.** In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. In such event, the Parties will negotiate in good faith with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.

**24. Waiver.** No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No delay or omission by us to exercise any right or power occurring upon any noncompliance or default by you with respect to any terms of this Agreement shall impair any such right or power, or be construed as a waiver thereof. Our consent to or waiver of, your breach or default, whether express or implied, shall not constitute consent to or waiver of any different or subsequent breach or default.

**25. Assignment.** You may not sell, transfer, or assign this Agreement. We may sell, transfer, or assign our performance under this Agreement. You agree that if we do, the assignee will have the same rights and benefits that we have but that our assignee or successor will not be subject to any claims, defenses, or setoffs that you claim to have against us.

**26. Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, by an overnight courier, sent by email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as listed on this Agreement or at such other address as may hereafter be furnished in writing by either Party to the other Party. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier.

**27. Relationship of the Parties.** This Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between us. Neither of the Parties will have the power to bind the other or incur obligations on the other's behalf.

IN WITNESS WHEREOF, authorized representatives of Customer and Solarus have read the foregoing and all documents and exhibits incorporated therein and agree and accept such terms effective as of the date opposite their signatures below:

CUSTOMER:

**Central Wisconsin Communications, LLC  
dba Solarus**

\_\_\_\_\_

\_\_\_\_\_

Organized in: \_\_\_\_\_

Organized in: Wisconsin

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

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

Printed name: \_\_\_\_\_

Douglas Wenzlaff

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

Chief Executive Officer & General Manager

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

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

Address: \_\_\_\_\_

Address: 440 East Grand Avenue  
Wisconsin Rapids, WI 54494

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: (715) 421-8111

Fax: \_\_\_\_\_

Fax: (715) 423-1426