

Service Agreement and TERMS & CONDITIONS

By execution of this PRTCSEA, Progressive Rural Telephone Co-Op Service Orders (PRTCSEA) and any addenda thereto executed from time to time, CUSTOMER hereby orders telecommunications services from PRTC in accordance with the below terms and conditions.

In the event of a conflict between any of the below terms and conditions and any terms contained in a specific PRTCSEA or Addendum, terms in the PRTCSEA or Addendum shall prevail.

- SERVICE TERM AND START OF SERVICE:** The period for which SERVICES (defined as all products and services ordered by CUSTOMER from PRTC pursuant to any PRTCSEA) are to be provided by PRTC to CUSTOMER shall commence on the date on which the applicable SERVICES are first made available to CUSTOMER ("SERVICE DATE"), and shall continue for the length of time specified by CUSTOMER as the Term Commitment on the applicable PRTCSEA (the "INITIAL SERVICE TERM"). Before the SERVICE DATE, PRTC shall install, test and operate its facilities, services and equipment associated with the SERVICES specified on the PRTCSEA; any facilities or equipment not specified on the PRTCSEA shall remain the sole responsibility of CUSTOMER. After the INITIAL SERVICE TERM and any successor term (each, a "SERVICE TERM"), this Agreement and any PRTCSEA will renew automatically for an additional twelve (12) month period, unless either Party provides written notice of cancellation at least thirty (30) days before the then-current SERVICE TERM ends. Billing for SERVICES and related charges shall commence on the SERVICE DATE and shall continue throughout the SERVICE TERM.
- BROADBAND SERVICES:** PRTC may provide Broadband service ("BROADBAND") required in the delivery of SERVICES if specified in the applicable PRTCSEA, and in so doing may interact with other telecom providers. Monthly charges for such BROADBAND access shall be begin on the date upon which CUSTOMER is notified by PRTC that such BROADBAND connection is activated and ready for use, and such charges shall be detailed on the PRTCSEA and shall be paid by CUSTOMER. Provision of BROADBAND may require that on-site wiring be performed by the provider and charges for such wiring that are not included in the PRTCSEA will be billed directly to CUSTOMER.
- WARRANTY:** PRTC warrants that the SERVICES will be provided to CUSTOMER in accordance with prevailing telecommunications industry standards (hereinafter "TECHNICAL STANDARDS"). PRTC does not represent or warrant that the provision of SERVICES will be uninterrupted or error free. Furthermore, PRTC does not make, and disclaims any representations or warranties, implied and express, regarding LEC services, if any.
- REMEDY:** If a portion of the SERVICES fails to conform to the TECHNICAL STANDARDS for a period of ten (10) days after written notice thereof by CUSTOMER to PRTC, CUSTOMER may terminate the affected portion of the SERVICES without a cancellation charge provided CUSTOMER shall continue to be obligated to pay PRTC for (a) the terminated portion of the SERVICES rendered through the date of termination, less all credits issued by PRTC for periods of non-performance, and (b) for the unaffected SERVICES on an on-going basis. Notwithstanding the foregoing, CUSTOMER's credit and termination rights shall not apply to the extent that the failure of any SERVICES was caused or contributed to, directly or indirectly, by (i) any act or omission of CUSTOMER or its own customers, affiliates, representatives, invitees, licensees, or vendors; (ii) CUSTOMER or third party provided equipment or services; or (iii) LEC SERVICES (whether provided pursuant to Paragraph 2 or contracted for separately by CUSTOMER). In addition, CUSTOMER agrees to pay PRTC, at PRTC then-current rates, for any trouble shooting and repair work performed by PRTC to the extent finally determined to be caused by any item(s) under (i) or (ii) of this section 4. THE FOREGOING SECTION 3 AND

THIS SECTION 4 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE EXPRESSLY PROVIDED ELSEWHERE HEREIN.

5. **INSTALLATION:** If CUSTOMER has contracted for installation from PRTC, CUSTOMER shall at its expense have the site prepared prior to the beginning of the installation period. CUSTOMER shall provide any applicable technical user support during installation at its own expense. Preparation shall be in accordance with PRTC installation site preparation specifications. If CUSTOMER has not contracted for installation from PRTC, CUSTOMER shall at its expense diligently perform or have performed all installation requirements for the SERVICES.
6. **SYSTEM RESPONSIBILITY:** PRTC has no system responsibility as to the use or application of any equipment. The CUSTOMER assumes full responsibility for any and all equipment attached directly or indirectly to the SERVICES provided through this PRTC SA and any PRTC SO.
7. **SOFTWARE LICENSE:** PRTC is not providing any software with the SERVICES provided under this PRTC SA. There is no license granted, implied or constructively given to CUSTOMER.
8. **HARDWARE:** Prior to the SERVICE DATE, PRTC will deliver an integrated access device (IAD) to CUSTOMER's premises. At all times, such IAD is and shall remain the property of PRTC and shall not be considered customer-premises equipment. If CUSTOMER ceases receiving SERVICES from PRTC, the IAD and any other PRTC-provided equipment must be returned to PRTC undamaged and in its original packaging. Failure to return same will result in an added fee in the amount of the manufacturer's suggested retail price of the non-returned product. In order to return equipment, CUSTOMER must request a Return Merchandize Authorization (RMA) number from PRTC in accordance the Return Merchandize Procedure provided to CUSTOMER. CUSTOMER agrees to comply with all instructions and requirements regarding the use and/or care of PRTC-provided equipment and to take reasonable measures to protect such equipment at all times. PRTC will replace any of such equipment that does not perform as specified, at no charge to CUSTOMER, unless it is determined, in PRTC's sole discretion, that CUSTOMER was directly or indirectly responsible for the equipment failure.
9. **ADDITIONAL CHARGES:** PRTC shall be the sole point of contact with regard to all maintenance performed related to the SERVICES. In the event additional charges accrue against, or are paid by PRTC as a result of direct CUSTOMER requests to any third party for maintenance services CUSTOMER shall reimburse PRTC an amount equal to any such charges.
10. **REQUEST FOR SERVICE:** All requests for SERVICE will be initiated in writing by an authorized representative of CUSTOMER.
11. **TAXES:** All charges computed by PRTC are exclusive of any taxes or regulatory fees (including Universal Service Fees and similar charges). Such taxes and fees shall be invoiced by PRTC and paid by CUSTOMER. Should CUSTOMER claim an exemption of any taxes or regulatory fees, CUSTOMER shall provide official documented/certified proof of such exemption. It is CUSTOMER's ongoing responsibility to ensure its exempt status, and the proof thereof, remains current. In no event shall PRTC be liable for any Taxes due by CUSTOMER who shall indemnify PRTC if any such claim for taxes or fees is made. PRTC reserves the right

to invoice CUSTOMER for taxes or regulatory fees that are not covered by a valid tax exemption certificate.

- 12. USAGE RATES & CHARGES:** PRTC agrees to provide SERVICES at the rates set out on each PRTC SO. The aforementioned notwithstanding, PRTC may increase such rates in the same proportion that PRTC's costs in providing the SERVICES increase due to mandated regulatory charges, increases in LEC charges or other factors beyond PRTC's reasonable control including, but not limited to an increase in rates charged to PRTC by the underlying carrier selected to provide service to CUSTOMER. Any such rate increase will be charged through to CUSTOMER by PRTC at a rate equal to the increased cost to PRTC and PRTC will deliver advance notice of any such rate adjustment (30 day notice of any such adjustment of domestic rates, 7 day notice of any such adjustment of international rates). Usage charges are rounded up to the nearest tenth of a cent when billed (3 decimal places). Rates are set out on a per minute basis and charges will be calculated based on increments as dictated by the underlying carrier. Such increments may vary from carrier-to-carrier. Charges for access loops, if applicable, are invoiced to CUSTOMER in advance. Charges for usage are invoiced to CUSTOMER in arrears, except for Bundles of Minutes (defined below) which are invoiced to CUSTOMER upon purchase. Any Service not governed by a PRTC SO shall be priced and offered in accordance with the applicable rates and terms and conditions set out in PRTC's existing tariffs as the same may be revised from time-to-time. In the event that no tariff exists, SERVICES not governed by a PRTC SO shall be offered at the then prevailing rates charged by PRTC for such Service.

CUSTOMER may purchase long distance and toll free Bundles of Minutes (BOM) from PRTC at a discounted rate. When purchasing a BOM, CUSTOMER commits to a fixed monthly recurring charge (MRC) for the term of the time period. If CUSTOMER's usage exceeds the purchased bundle total in a time period, PRTC will charge for excess usage at the per minute rate based on CUSTOMER's subscribed package rate. Unused minutes remaining at the end of any time period expire and do not carry over to a subsequent period. In the alternative to purchasing a BOM, CUSTOMER has the option to pay for usage at rates based on a per minute plan.

- 13. TERMINATION OF DOMESTIC USAGE:** The "cost per minute" outlined on any PRTC SO is based on the assumption that CUSTOMER will terminate at least 85% of its total domestic usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC") and subject to such RBOC's tariffed access charges. PRTC will apply a surcharge of \$0.04 per minute of use to the number of minutes by which CUSTOMER's non-RBOC termination (being defined as "the sum of outbound minutes which terminate in non-RBOC areas PLUS inbound (toll-free) minutes which originate in non-RBOC areas") exceeds 15% of CUSTOMER's total domestic usage. For purposes of the calculation pursuant to this paragraph, the Operating Company Number ("OCN") of the originating or terminating ANI will be used. OCN numbers of 9000 and above are classified as RBOC and OCN numbers below 9000 are classified as non-RBOC.

- 14. PAYMENT TERMS:** Customer is responsible for payment of all charges incurred in connection with SERVICES furnished to CUSTOMER's numbers, network addresses and authorization codes. Payment for all charges shall be invoiced monthly by PRTC and payment shall be due thirty (30) days following the date of each invoice. If the CUSTOMER has agreed to a revenue commitment (the "Revenue Commitment") and does not meet such commitment on a monthly basis, CUSTOMER shall be liable for 100% of any shortfall which shall be due within thirty (30) days of invoice, without set-off or demand. In addition to all other remedies available to PRTC, a late fee ("Late Fee") shall be assessed in the amount of 1.5% (or the maximum rate

permitted by law, whichever is less) of the unpaid balance per month until paid in full for charges not paid within thirty (30) days of the due date. CUSTOMER shall notify PRTC in writing of all disputed amounts in its bills within twenty (20) days of the invoice date, identifying in reasonable detail the nature and amount of any such dispute. PRTC shall promptly investigate all timely and appropriately documented disputes and respond to CUSTOMER within thirty (30) days. All amounts not so disputed shall be deemed final and not subject to further dispute. CUSTOMER agrees to pay PRTC for all amounts billed and not so disputed, and where a dispute is resolved in favor of PRTC. PRTC will consider fairly any disputes raised in a timely manner, in good faith and appropriately documented. **Customer agrees to provide PRTC with a valid email address and credit card or other valid payment method and undertakes to advise PRTC of any changes thereto during the SERVICE TERM. CUSTOMER authorizes PRTC to automatically bill the credit card provided from time to time in payment of invoices once issued.**

15. **CREDIT:** The provision of SERVICES is contingent upon establishment of and continuing credit approval by PRTC. At any time during the SERVICE TERM, PRTC is entitled to require a deposit or other acceptable form of security from CUSTOMER, as it deems appropriate. In addition, if requested by PRTC, CUSTOMER agrees to provide, within two (2) business days of request, appropriate financial records to evaluate CUSTOMER'S continuing ability to pay. In addition to its termination rights hereunder, PRTC may, immediately and without notice, suspend the SERVICES if CUSTOMER fails to comply with these security obligations. During any period of suspension, no service interruption by PRTC shall be deemed to occur. Upon a payment default by CUSTOMER not cured in a timely manner, PRTC shall have the right to offset against any security or deposit held and any amounts owed to PRTC by CUSTOMER, and to invoice and collect cancellation charges in accordance with section 16 below.
16. **SUSPENSION OF SERVICE:** In the event payment in full is not received from CUSTOMER in accordance with section 13 above, PRTC shall have the right, upon two (2) hours written notice, to suspend any or all of the SERVICES being provided to CUSTOMER until such time as payment in full (including LATE FEES) is received by PRTC. If payment in full is not received upon expiration of the notice period provided above, PRTC may deem CUSTOMER to have canceled the SERVICES and bill CUSTOMER for cancellation charges as set forth in section 16 below. If SERVICES are suspended, a restoration charge may apply and a deposit in an amount equal to one month's recurring charges, or greater, may be required, at PRTC's sole discretion, prior to PRTC restoring the SERVICES.
17. **CANCELLATION:** At any time after execution of this PRTCSEA, upon thirty (30) days written notice, CUSTOMER may cancel the SERVICES or any portion thereof provided pursuant to a PRTCSEA. Such notice of cancellation must be accompanied by payment in full for all SERVICES to be provided during such thirty (30) day notice period plus a cancellation charge ("Cancellation Charge"), to be determined as follows for any cancelled SERVICE or portion thereof:
 - (a) One Hundred (100%) percent of the total remaining monthly recurring charges for the remaining balance of a one year SERVICE TERM; or
 - (b) Seventy-five (75%) percent of the total remaining monthly recurring charges for the remaining balance of a two year SERVICE TERM;
 - (c) Fifty (50%) percent of the total remaining monthly recurring charges for the remaining balance of a three year SERVICE TERM;
 - (d) Any discounts of the non-recurring install charge (NRC) that had been applied;
 - (e) Local number porting cancellation fee, if applicable;

- (f) Any charge arising from CUSTOMER's failure to return PRTC-provided IAD or other equipment, if applicable.

These charges will be added to determine the Cancellation Charge.

17.2 Notwithstanding the foregoing, this PRTCSEA and any related PRTCSEA and the delivery of SERVICES thereunder may be terminated at any time by PRTC, upon PRTC giving CUSTOMER two (2) business days written notice of such termination, during which time the CUSTOMER shall have the opportunity to cure, in the event that PRTC determines, in its sole discretion, that (i) CUSTOMER has failed to make payments or to perform any other obligation or condition of this PRTCSEA or the related PRTCSEA (ii) the CUSTOMER is utilizing the SERVICES in a manner which interferes with or otherwise disrupts SERVICES provided by PRTC to others; (iii) the CUSTOMER is utilizing the SERVICES for any unlawful purpose; (iv) CUSTOMER is insolvent, or has made a general assignment for the benefit of creditors, has filed, or had filed against it, a petition in bankruptcy, or has had a receiver or trustee appointed for it or any of its assets, or (v) CUSTOMER has made an unauthorized assignment of the PRTCSEA or PRTCSEA, or (vi) in the event that PRTC has required CUSTOMER to provide a forecast covering a good faith estimate of the traffic volume and distribution for the ordered SERVICES, CUSTOMER's usage exceeds such forecast provided. In the event of termination by PRTC under this section 17.2, CUSTOMER shall pay to PRTC, upon demand, all amounts specified in section 17.1 hereof, as a Cancellation Charge and not as a penalty, and PRTC may exercise any and all remedies at law or in equity as well as all remedies specified under this PRTCSEA.

17.3 In the event of any cancellation described in sections 17.1 or 17.2 preceding, CUSTOMER shall also pay PRTC an amount equal to any termination charges, expenses, taxes, fees, costs, penalties, or additional charges due under any and all applicable PRTCSEAs, any charges due to any LEC which has provided services, and generally under sections 2, 11, 12 and 14 above, and this section 17.

17.4 Notwithstanding the foregoing, and upon thirty (30) days prior written notice, either CUSTOMER or PRTC shall have the right, without cancellation charge or other liability, to cancel any affected portion of the SERVICES if: (i) PRTC is prohibited by law or by any governmental authority from furnishing said portion, or (ii) any material rate or term contained herein and relevant to the affected SERVICES is substantially changed by order of any court of competent jurisdiction, the Federal Communications Commission, other local, state or federal government authority, or the inability of the underlying carrier selected to provide dedicated service to continue to provide such service.

18. Enhanced 911 (E911).

Emergency 911 services (including Enhanced 911 or "E911") that may be provided by PRTC could differ in certain respects from the emergency calling services provided by a traditional wire-line telecommunications provider. These differences may have an adverse impact upon the ability or timeliness of the provision of 911 services to the CUSTOMER or others in the event of an emergency. In addition, due to limitations in technology, the location reported by PRTC to the public safety dispatcher for the CUSTOMER's telephone may not include the CUSTOMER's specific location within a business premise. CUSTOMER is responsible for the accurate reporting of the physical location where the Service is to be used and for instructing each employee that he/she must provide PRTC with the specific location in which they are located within the Customer's premises in the event of an emergency. The Customer is required to maintain valid E911 addresses for each of the Customer's physical locations where PRTC Service is deployed. Should an emergency arise, emergency services may be

delayed or unable to respond to the Customer's needs if the Customer's account does not have a valid E911 address on file. Not keeping PRTC apprised of the physical location of the phone could result in a charge to the Customer's account. In the event that any equipment used to provide Service via the Internet is moved to another location, the Customer is responsible for notifying PRTC and updating the Customer's account records to reflect the new Service Address where the Service is to be provided, and for instructing each employee that he/she must update PRTC promptly when such employee changes the physical location to which the Service is being provided. Even though the Customer will be able to use the Service without interruption in the event the Customer changes the physical location where the Services are to be provided, it may take time to update emergency dispatch information, which could result in the failure to dispatch Emergency personnel to the proper location. The documentation that accompanies each Device that the Customer purchases should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the "911 Sticker"). It is the Customer's responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on or near each Device that the Customer uses with the Service. If the Customer did not receive a 911 Sticker with the Customer's Device, or the Customer requires additional 911 Stickers, please contact Customer Support at 478-984-4201 or email prtc@progressivetel.com. Enhanced 911 service has several limitations. Such limitations, including those discussed above, may prevent the Customer from making emergency calls and include but are not limited to any of the following:

- Loss of electrical power
- Loss of Internet connection for any reason
- Defective customer premises equipment
- Network congestion
- Delays from updating the Customer's registered Service Address

E911 Service is not available for phones or addresses outside the United States or Canada.

The Customer should inform all employees who may have access to E911 service about this section of the Agreement and make sure they understand the terms and conditions under which the E911 service is available. In addition, they should use the following guidelines with respect to the service:

- Do not hang up from an E911 emergency service call unless and until instructed to do so by the 911 operator.
- If the Customer's call is disconnected for any reason, immediately dial 911 again.
- Be prepared to give the Customer's physical address and a callback phone number

19. LIMITATION OF LIABILITY: IN NO EVENT WILL PRTC, PRTC AFFILIATED COMPANIES OR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED DIRECTLY OR INDIRECTLY BY PRTC IN THE PROVISION OF SERVICES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER. UNDER NO CIRCUMSTANCES SHALL PRTC BE LIABLE TO ANY PARTY FOR ANY AMOUNTS IN EXCESS OF ONE MONTH'S RECURRING CHARGES UNDER THE RELEVANT PRTC'SO.

20. INDEMNITY: EACH PARTY RELEASES AND AGREES TO INDEMNIFY, DEFEND, PROTECT AND SAVE THE OTHER PARTY, (INCLUDING SUCH OTHER PARTY'S EMPLOYEES, OFFICERS,

DIRECTORS, AGENTS, SHAREHOLDERS, THIRD PARTY VENDORS, AND THE OFFICERS, DIRECTORS AND EMPLOYEES THEREOF), HARMLESS FROM AND AGAINST AND ASSUMES LIABILITY FOR: (i) ANY INJURY TO ANY PERSON OR ENTITY (INCLUDING DEATH) OR ANY LOSS OR DAMAGE TO ANY TANGIBLE PROPERTY OR FACILITIES OF ANY PERSON (INCLUDING THE OTHER PARTY) ARISING OUT OF OR RESULTING IN ANY WAY FROM THE ACTS OR OMISSIONS, NEGLIGENT OR INTENTIONAL, OF SAID PARTY, ITS OFFICERS EMPLOYEES, SERVANTS, AGENTS OR CONTRACTORS; AND (ii) EXPENSES (INCLUDING, WITHOUT LIMITATION, COSTS OF JUDGMENT AND ATTORNEY'S FEES) ARISING FROM OR RELATED TO CLAIMS ACTIONS OR PROCEEDINGS RESULTING FROM SAID PARTY'S BREACH OF ANY REPRESENTATION OR WARRANTY CONTAINED IN THIS PRTCSA (EXCLUSIVE OF PRTC'S REPRESENTATION OR WARRANTY CONCERNING THE EQUIPMENT OR SERVICES TO BE PROVIDED HEREUNDER).

21. **NOTICES:** Unless specifically provided otherwise herein or on an PRTCISO, notices under this PRTCSA shall be in writing and be dispatched to the party to be notified at the address cited above (as may be updated by a party from time-to-time) by a nationally recognized overnight courier. Such notice will be deemed to be received on the next business day after it is so dispatched.

22. **FORCE MAJEURE:** PRTC's performance of any part of this PRTCSA shall be excused on a day-to-day basis to the extent that it is hindered by flood, fire, strike, riot, hostile attack, governmental action, cable cuts, supplier shortages, breaches, or delays, or any other cause (whether similar or dissimilar to those listed) beyond PRTC's reasonable control. If any such event occurs, PRTC shall make reasonable efforts to notify CUSTOMER of the nature of any such condition and the extent of the delay, and shall make reasonable, good faith efforts to resume performance as soon as possible. If such failure of performance shall be of a duration of fifteen (15) days or less, then the SERVICES affected thereby shall continue as-is, but PRTC shall issue a pro-rata credit of the charges for the affected SERVICES; if of a duration of more than fifteen (15) days, then said pro-rata credit shall continue, and the affected SERVICES may be canceled by either CUSTOMER or PRTC on ten (10) days written notice without liability other than CUSTOMER'S liability for payment for SERVICES provided prior to cancellation.

23. **CUSTOMER RESPONSIBILITIES:** CUSTOMER will execute such other documents, provide such other information, and affirmatively cooperate with PRTC, all as may be reasonably required by PRTC relevant to providing the SERVICES. In particular, CUSTOMER accepts the responsibility for providing PRTC with special access surcharge exemption forms and letters of agency as may be required by LECs for SERVICES, if any, provided pursuant to section 2. CUSTOMER assumes responsibility for the accuracy of all information provided to PRTC in connection with the providing of SERVICES and will reimburse PRTC for any expenses PRTC reasonably incurs as a result of inaccurate information provided by CUSTOMER.

24. **ENFORCEMENT:** In the event a suit is brought or an attorney or collection agency is retained by PRTC to enforce the terms of this PRTCSA or any PRTCISO, or to collect any monies due hereunder, or to collect money damages for breach thereof, PRTC shall be entitled to recover, in addition to any other remedy available at law or in equity, reimbursement for reasonable attorneys' fees, court costs, collection costs, costs of investigation and other related expenses incurred in connection therewith.

25. **ENTIRE AGREEMENT:** This PRTCSA and any related PRTCISO, addendum or revenue commitment agreement executed by the parties shall constitute the entire agreement between the parties, and supersede any prior agreements between the parties, with respect to the subject matter hereof, unless otherwise specifically agreed to by the parties. No additions, deletions or modifications hereto shall be binding unless evidenced in writing by both parties.

26. BINDING NATURE and ASSIGNMENT: This PRTCSEA and any related PRTCSEO shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns; provided however, that CUSTOMER shall not assign or transfer its rights or obligations hereunder without the prior written consent of PRTC, which consent shall not be unreasonably withheld. PRTC may subcontract all or any part of the SERVICES provided, however, any such subcontracting shall not relieve PRTC of its obligations or duties under this PRTCSEA.

27. SIGNATURE: Any and all PRTCSEOs or other documents may be executed in counterparts and when received by mail or e-mail transmission by either party containing signatures of approval of the other party, shall be deemed originals and fully enforceable.

28. GOVERNING LAW: This PRTCSEA and any related PRTCSEO shall be governed by and construed according to the laws of the State of Illinois, without regard to its conflict of laws provisions. No cause of action may be asserted against either party more than one (1) year after the time the facts giving rise to the cause of action are discovered or should have been discovered.

29. ARBITRATION: Any dispute or controversy arising out of or in connection with this PRTCSEA or any related PRTCSEO, or the performance or breach hereto shall be resolved by binding arbitration. Such arbitration shall be conducted in Springfield, Illinois by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator must have sufficient experience in the matter(s) at issue. The arbitrator's decision shall follow the plain meaning of the Agreement and shall be final, binding and enforceable in a court of competent jurisdiction. Each party shall bear the cost of preparing and presenting its case. The fees and expenses of the AAA, including the arbitrator, shall be the responsibility of the non-prevailing party.

30. SEVERABILITY: If any provision(s) of this PRTCSEA or any related PRTCSEO shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties further agree to substitute a valid provision that most closely approximates the economic effect of the invalid provision.

31. SURVIVAL: The terms and provisions contained in this PRTCSEA and any related PRTCSEO that, by their sense and context, are intended to survive the performance thereof by the parties hereto shall survive the completion of performance and termination or cancellation, including, without limitation, the making of any and all payments due hereunder. By execution of this PRTC Service Agreement ("PRTCSEA") and any PRTC Service Order form(s) ("PRTCSEO") CUSTOMER ordering services and PRTC Business, ("PRTC" herein) signify their acceptance of the terms and conditions contained herein (the "Terms and Conditions"), which apply to all services ordered by CUSTOMER pursuant to any PRTCSEO.