

Master Service Agreement



This Master Service Agreement ("MSA") together with the exhibits and materials referenced herein ("Agreement") is between Quad State Internet, LLC and the end user ("you" or "Customer") of the Quad State Internet, LLC service(s) and equipment described below. For Customer convenience, this Agreement recognizes obligations of multiple entities, but does not create joint liability between the Quad State Internet, LLC and those entities. The entity of Quad State Internet, LLC provides you Service(s), Software and/or Equipment and the provision and receipt of such is subject to all applicable provisions of this Agreement, unless otherwise specified herein. Please review the Agreement carefully; it governs your use and Quad State Internet, LLC provision of the Service(s), Software, and/or Equipment.

Introduction

Quad State Internet, LLC is a Limited Liability Corporation organized in the Commonwealth of Kentucky in the United States of America. Quad State Internet, LLC, its officers, partners, directors, affiliates, managers, are collectively referred to as "Quad State Internet, LLC" or "provider".

This document may be updated at any time with or without notice. New customer and/or new subscriber, enrollment in, activation of, use of or payment for service and/or equipment shall constitute your acceptance of this agreement and policies.

Privacy Policy

Quad State Internet, LLC collects ancillary information for data-analytics, system performance, marketing purposes, service evaluation, and security analysis. Quad State Internet, LLC does not record or capture the contents of services.

No Warranties / Limit of Liability

The end user, persons, agencies, or organizations utilizing any product or service of Quad State Internet, LLC shall assume all liabilities which may arise from use of any product or services from the provider. Quad State Internet, LLC assumes no liabilities for any damages of any kind arising from the use of its products and/or services.

Quad State Internet, LLC makes no warranty expressed or implied as to the accuracy of any information within Quad State Internet, LLC, including, but not limited to, routing data, GPS/mapping data, dispatch information, user information, call information, statistical data, or radio feed data.

Quad State Internet, LLC may from time to time and at its own discretion, certify certain data and/or records for the purposes of post-event reporting. Such certified data may be used for purposes such as, but not limited to, court proceedings, after action reports, insurance analysis, etc. Quad State Internet, LLC may, for a fee to be determined, and at its own discretion, produce witnesses that may certify records in person for a court proceeding.

It shall be the duty of any customer utilizing Quad State Internet, LLC and related products to verify that authenticity, validity, and accuracy of any data used by a customer using Quad State Internet, LLC and/or related products.

In any other case, the maximum amount of liability Quad State Internet, LLC may incur shall be the greater of \$100.00 or 10% of the annual fees paid to Quad State Internet, LLC by any person seeking relief.

Indemnification

Use of any product or service of Quad State Internet, LLC shall act as a binding agreement that the end user, person, agency, or organization shall indemnify and hold harmless Quad State Internet, LLC, it's members, officers, providers, vendors, or associates for any damages, charges, expenses arising from any failure to perform, defect in product, or any other action of Quad State Internet, LLC and it's members, officers, providers, vendors, or associates in relation to the products and services of Quad State Internet, LLC. Customer will indemnify, defend and hold harmless Quad State Internet, LLC parties from and against any and all claims, actions or demands arising out of Customer's use of the Service alleging: (a) with respect to the Customer's business: infringement or misappropriation of any intellectual property rights; defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or spamming or any other offensive, harassing or illegal conduct or violation of the Acceptable Use Policy ("AUP"); (b) any loss suffered by, damage to or injury of any other Quad State Internet, LLC customer, any other customer equipment or personnel, which loss, damage or injury is caused by acts or omissions by Customer personnel; (c) any personal injury suffered by any Customer personnel arising out of such individual's activities related to the Services, unless such injury is caused by Quad State Internet, LLC's gross negligence or willful misconduct; or (d) any other damage arising from the Customer Equipment or Customer's business. Customer agrees to reimburse Quad State Internet, LLC for the expense and cost of handling such claims including, without limitation, legal fees. This agreement requires the use of mediation and/or arbitration on an individual basis to resolve disputes, rather than lawsuits, jury trials, or class actions. Customers and other end-users may have agreements which shall supersede these general Terms of Use.

Initial Payment & Non Recurring Charges (NRC)

Initial payments shall be due at the moment this agreement is signed unless other arrangements are made between Quad State Internet, LLC and the customer.

Initial payments include any installation fees, equipment leases, and first months service (or first year service if paying yearly).

Monthly Recurring Charges (MRC)

Monthly payments for services shall be made through ACH and will process automatically on the first Monday of every month.

Annual Recurring Charges (AOC)

Customers who wish to pay yearly, payments may be made in the form of a paper or electronic check or through ACH.

Access to Site and Facilities

Customer hereby grants Quad State Internet, LLC and its contractors/partners access to its facilities, grounds, and physical spaces for the purpose of installing, excavating, erecting, maintaining, and/or upgrading ordered fiber-optic cable, ducts, vaults, equipment and services. Should the customer own the premises, a permanent easement is hereby granted to Quad State Internet LLC for placing of said facilities.

Should the customer lease the premises, customer hereby certifies that it has secured permission from the landowner for running fiber-optics into their leased facilities and has notified the landlord and Quad State Internet as such.

Rate Adjustments

After the initial term, Quad State Internet, LLC has the right to increase rates by giving Customer 30 days advance notice of its intention to do so. Shall customer not agree to a rate change, customer may terminate its financial obligations within this contract within 30 days of the notice without penalty.

Nonpayment

Quad State Internet, LLC may terminate this Agreement upon 15 days of late payment unless other arrangements are made between Quad State Internet, LLC and the customer at the discretion of provider. Customer will be responsible for any collection charges.

Bankruptcy

Quad State Internet, LLC may terminate this Agreement upon written notice to Customer if Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

Refund Policy

All sales are final, refunds may only be granted at the discretion of the Quad State Internet, LLC.

Changing Service Plans

The customer may upgrade their service to a higher tier at any time. A new contract will be given with the new plan.

Customers will not be able to downgrade their service plan through the duration of their contract.

Equipment

Any equipment from Quad State Internet, LLC will be leased to the customer. A one time, non-recurring charge will be made for this equipment upon the signing the agreement.

Upon termination of services, any equipment leased from Quad State Internet, LLC to the customer will be returned within fifteen (15) days from the date of termination. Any unreturned equipment within this time frame shall result in a charge of full retail price.

Termination

Quad State Internet, LLC may terminate this Agreement only for cause, specifically in the event of non-payment or a material violation of the terms of this Master Services Agreement (MSA). In such cases, Quad State Internet will provide written notice to the customer detailing the breach and will allow a minimum of ninety (90) days to cure the issue before any termination may occur.

The customer may terminate this Agreement at any time; however, if termination occurs prior to the end of the agreed contract term, the customer will remain responsible for all remaining monthly recurring charges, unless otherwise agreed in writing.

Insurance

Customer will keep in full force and effect during the term of this Agreement: (i) commercial general liability insurance; (ii) workers' compensation insurance in an amount not less than that required by applicable law; and (iii) business property insurance covering Customer's equipment in the amount of its replacement value.

Force Majeure

Quad State Internet, LLC will not be held liable for a "Force Majeure Event". A "Force Majeure Event" means an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God; fire; flood; the elements; labor disputes, shortages, strikes or unrest; sabotage; cable cuts; acts of terror; explosions; utility curtailments; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery; lack of or delay in transportation; government actions; government codes, laws, regulations, ordinances, rules, or restrictions; war or civil disorder; failures of suppliers of goods and services; acts or omissions of third parties; or any other cause beyond its reasonable control.

Government Regulations

Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

Non Disclosure Agreement

Any details of pricing, contracts discussed and signed, etc... will not be disclosed to any parties outside of this contract.

Acceptable Use Policy

This Acceptable Use Policy ("AUP") describes the acceptable use by you of Quad State Internet, LLC Service(s), Software, and Equipment. The AUP is a crucial part of your Master Services Agreement ("MSA") with Quad State Internet, LLC. The AUP allows Quad State Internet, LLC to provide its customers with the best Service(s) possible while also complying with the laws and regulations governing use of the internet. By using Quad State Internet, LLC Service(s), Software, and Equipment you agree to be bound by and comply with the AUP.

AUP Violation Examples

The following are examples of but not limited to the following conduct which may lead to the suspension or termination of your Service(s): (1) accessing without permission or right, the accounts or computer systems of others, spoofing the URL, DNS or IP addresses of Quad State Internet, LLC or any other entity, penetrating the security measures of Quad State Internet, LLC or any other person's computer system, or attempting any of the foregoing; (2) transmitting unwanted communications, data or information, or engaging in other similar activities, including without limitation, "spamming", "flaming", and denial of service attacks; (3) intercepting, interfering with, or redirecting email or other transmissions sent by or to others; (4) introducing viruses, worms, harmful code, or Trojan horses on the Internet; (5) engaging in conduct that is defamatory, fraudulent, obscene, or deceptive; (6) violating Quad State Internet, LLC or any third party's copyright, trademark, proprietary, or other intellectual property rights; (7) engaging in any conduct harmful to the Quad State Internet, LLC network stability, the Internet generally, or other Internet users; (8) using the Service(s), Software, or Equipment to violate any Quad State Internet, LLC rule, policy, or guideline; (9) using the Service(s), Software, and/or Equipment in any fashion for the transmission or dissemination of child pornography or in a manner that is obscene, sexually explicit, cruel, or racist in nature, or which espouses, promotes, or incites bigotry, hatred, or racism; or (10) in any other illegal action in violation of Federal, State, or Local laws or; (11) downloading or using the Service(s), Software, and/or Equipment in violation of or engaging in activities that are illegal within the jurisdiction you are connecting to.

Customer Success Policy

It is the policy of Quad State Internet to provide the best possible customer experience. To provide said experience, Quad State Internet has a zero tolerance policy for harassment, violence, and/or unprofessional behavior towards its employees, partners, and vendors.

Third Party Intellectual Property Infringement

Quad State Internet, LLC respects the intellectual property rights of third parties. You may not store any material or use the Service(s), Software, or Equipment in any manner that constitutes an infringement of third party intellectual property rights, including, for example, under copyright law. Pursuant to Section 512 of the Digital Millennium Copyright Act, it is Quad State Internet, LLC's policy to terminate the account of repeat copyright infringers in appropriate circumstances. In addition, Quad State Internet, LLC expressly reserves the right to suspend, terminate, or take other interim action regarding the Service(s) if, in its sole judgment, Quad State Internet, LLC believes that circumstances relating to an infringement of third party intellectual property rights warrant such action.

Excessive Use of Network Resources

Quad State Internet, LLC reserves the right to engage in reasonable network management to protect the overall network, including analyzing traffic patterns to optimize services and preventing the distribution of viruses or other malicious code. Quad State Internet, LLC reserves the right to immediately restrict, suspend, or terminate Services without notice in order to protect the network or minimize congestion caused by unauthorized use.

AUP Enforcement and Notice

Quad State Internet, LLC will comply with all lawful and legal request. Quad State Internet, LLC expressly reserves the right to suspend, terminate, or take other interim action regarding provided Service(s), Software, and/or Equipment if, in its sole judgment, Quad State Internet, LLC believes that circumstances warrant such action.

Failure to observe the restrictions and guidelines associated with this AUP may result in Quad State Internet, LLC taking actions that may range from a warning to a suspension or termination of Service(s). Quad State Internet, LLC reserves the right to act immediately and without notice to restrict, suspend or terminate Services, if it determines that your conduct may: (1) expose Quad State Internet, LLC to sanctions, prosecution, civil action or other liability; (2) cause harm to or interfere with the integrity or normal operations of Quad State Internet, LLC Service(s) or any network(s) with which Quad State Internet, LLC is interconnected; (3) interfere with another Quad State Internet, LLC customer's use of the Services; (4) violate any applicable law, rule, or regulation; or (5) otherwise present an imminent risk of harm to Quad State Internet, LLC or its customers. In the event of the termination of Service(s) by reason of the violation of this AUP, all applicable charges will apply.

No Rights to Resale or Wholesale

Except for Dedicated Internet Access and/or Point to Point Circuits, service is for the specified service addresses only and cannot be extended to or shared by other addresses or persons.

Revisions And Reservation Of Rights

Quad State Internet, LLC reserves all rights, including the right to revise, amend or modify this Master Service Agreement, Acceptable Use Policy, and any other Quad State Internet, LLC policy, guidelines, or Terms of Use at any time. Your continued use of the Service(s), Software, and Equipment will constitute your acceptance of any such changes to the AUP or other provider policy, guidelines, or Terms of Use.