

EXCELLA COMMUNICATIONS MASTER SERVICE AGREEMENT

EXCELLA COMMUNICATIONS a d/b/a of Nevada Utilities, Inc., (hereinafter "EXCELLA") and Customer, hereby agree to the following terms and conditions for EXCELLA services to Customer.

1. **EFFECTIVE DATE, SERVICES, AND SERVICES TERM.** This Master Service Agreement, along with the order for service ("Service Agreement(s)"), any attachments, the policies and procedures found on EXCELLA's website: www.excellacom.com, and any filed tariffs, price lists or schedules, comprise the entire agreement between the parties ("Agreement") for the communication services described herein. This Agreement supersedes any and all prior discussions, representations, memoranda, or agreements; oral or written, between the parties related hereto. EXCELLA reserves the right, in its sole reasonable discretion, to reject any service agreement. This Agreement is fully binding and enforceable as of the date the Service Agreement(s) is signed by both parties ("Effective Date"). EXCELLA agrees to provide to Customer (subject to availability and adequacy of underlying service) and Customer agrees to procure from EXCELLA the communication services as described herein, at the locations set forth, ("Services") for the number of months set forth ("Services Term"), all as detailed on the Service Agreement(s) incorporated as part of this Agreement. The Services Term commences upon installation of the Services by EXCELLA ("Installation Date"). Installation of services occurs at the delivery of operating circuits to the demarcation terminal at the Customer's premise ("Installation of Service"). EXCELLA will use reasonable efforts to install the services on the date agreed upon by the parties. EXCELLA does not guarantee that Services will be installed and provisioned on Customer's desired due date. Subject to the early termination provisions set forth herein, at the end of the Services Term, this Agreement will automatically continue on a month to month basis ("Renewal Services Term") until terminated by either party with at least (30) days advance written notice to the other party. Unless otherwise provided by law, Customer shall, upon providing EXCELLA notice of termination of Services, be responsible for payment from the Service End Date (date of disconnection) to the end of the 30 day notice period. In the event of early termination, the early termination fee shall be calculated from the end of the 30 day notice period until the expiration date of the Service Agreement term.

2. **RATES, CHARGES, BILLING AND PAYMENT.** Rates and charges are described in this Agreement. EXCELLA will notify Customer when Customer's circuit has been delivered and Installation of Service has thus occurred. Upon delivery of the circuit, Customer agrees to convert its telecommunications services and commit to a specific conversion date. Customer further agrees that billing will commence with EXCELLA's first regular billing cycle after Installation of Service regardless of the Customer's actual conversion date. Monthly recurring charges ("MRC") will be billed in advance each month. Non-recurring charges ("NRC") will be billed on the first invoice after the Installation Date, or if the NRC are incurred after the Installation Date, or are usage based, such charges will be billed on the next invoice thereafter. Customer is responsible for payment of all originating and terminating calls to Customer's number(s). Payments are due on the Payment Due By date set forth on the EXCELLA invoice. Customer must provide payment in full on Payment Due By date. If Customer believes it has been billed in error or otherwise disputes a charge, Customer must notify EXCELLA within 90 days of the date of the invoice containing the disputed charge. EXCELLA will promptly investigate and notify Customer of the results of its investigation. Customer's notice must specifically detail the dispute and provide supporting documentation for the amount in dispute. EXCELLA will investigate all disputes and if appropriate, credit Customer's account or notify Customer of denial of the dispute. EXCELLA may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on any undisputed balances not paid when due or any disputed balances later found to be correct. Late fees may be assessed, as of the original Due By Date, against any disputed amount denied by EXCELLA. EXCELLA has the option to suspend Services and/or to pursue any and all other legal remedies until payment is made. Termination of Services may follow. Customer will pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorney's fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder will be in U.S. currency.

Customer hereby authorizes EXCELLA to conduct a credit search and agrees to provide EXCELLA with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. This Agreement is subject to credit approval. EXCELLA may require Customer to tender a deposit up to the maximum permitted by law to guarantee payment hereunder. Such deposit may have, as an additional component, deposit for any EXCELLA-provided Customer Premise Equipment. When Customer establishes acceptable credit history or upon termination of this Agreement, EXCELLA will return the balance of the deposit, if any, to Customer along with interest as required by law.

EXCELLA shall not be liable for any third party charges arising from or related to the termination of any previous agreement for telecommunications services or the failure of Customer to terminate any previous agreement for telecommunications services.

If any property owner, under which Customer is a tenant, assesses a fee against EXCELLA in order to, or as a result of, the provisioning of any Services to Customer, EXCELLA may pass through such charges to Customer.

3. **CHANGES IN RATES, TERMS AND CONDITIONS.** EXCELLA may change its rates, terms and/or conditions (including policies and procedures found at www.excellacom.com) upon 30 days notice to Customer. Use of EXCELLA services after the thirty (30) day notice period shall be deemed consent to the changed rates, terms and conditions.

4. **FRAUD, TELEPHONE NUMBERS AND DIRECTORY LISTINGS.** Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences.

EXCELLA shall take all reasonable measures to provide Customer with continuation of existing telephone numbers. However, if Customer is changing location at the time of conversion or taking service for the first time at a location, EXCELLA makes no warranties regarding assignment of particular telephone numbers to Customer. EXCELLA shall not be liable to Customer for any change in telephone numbers due to actions of any vendor or supplier of services to EXCELLA. Customer's reliance upon and/or use of any Service numbering information prior to installation and acceptance of Service is at the Customer's sole risk.

EXCELLA shall not be liable for any inaccurate or dropped listings of any publisher/directory database. EXCELLA shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished to a publisher or to a directory database(s). Additional costs may be assessed for publisher/directory database listing charges.

5. **TAXES, SURCHARGES AND ASSESSMENTS.** Customer is responsible for payment of any and all federal, state and local taxes, or surcharges (excluding EXCELLA income taxes). EXCELLA will collect all such taxes, charges, and surcharges unless Customer provides EXCELLA with proof of exemption. Customer will indemnify EXCELLA for any and all costs, claims, taxes, charges, and surcharges levied against EXCELLA relative to such exempt status. Surcharges and assessments, which are not required by regulatory agencies, but which EXCELLA is permitted to charge to recover expenses, may be applied. All such charges will be set forth on a detailed invoice.

6. **TARIFF APPLICATION.** In the event of any conflict between any provision of this Agreement and any provision of the tariff or price list, the provision of such tariff or price list will control.

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7. COMPLIANCE WITH LAW. This Agreement is subject to all applicable federal, state, and local laws, regulations, rulings, orders and other actions of governmental agencies ("Rules"), and the obtaining and continuance of any required approvals, authorizations, or tariffs or price lists filed with the FCC or any other governmental agency. EXCELLA will use good faith reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any such Rule adversely affects the Services or requires EXCELLA to provide Services other than in accordance with the terms of this Agreement, either party may, without liability to the other party, terminate the affected Services upon 30 days prior written notice to the other party. In performing their obligations under this Agreement, the parties will comply with all applicable Rules, specifically including, but not limited to, the Rules governing 911/E-911 and any other emergency services.

Subject to EXCELLA's 911/E-911, and unless otherwise specifically agreed, (a) EXCELLA will provide Customer with the network connection for each circuit, billing telephone number (BTN) or trunk group that comprise the Services, and (b) EXCELLA will provide the appropriate Public Safety Answering Point (PSAP) with the automatic location identification (ALI), including the same emergency response location, for all BTNs of the circuit or trunk group regardless of the number of lines, trunks, or unique telephone numbers on that circuit or trunk group. Customer will be responsible for providing all other 911/E-911 services as required by the Rules, including, but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases and update and transfer the ALI to the appropriate PSAPs. EXCELLA is not responsible for and will not make any changes or submit updates to 911/E-911 databases for any services other than the one emergency response location as set forth above. Customer agrees to fully indemnify, defend, and hold harmless EXCELLA, its officers, directors, parent, and affiliated companies, employees, agents and subcontractors from all liabilities, claims, fees, expenses, costs or damages of any kind arising out of personal injury or death or damage to property related to Customer's failure to meet any 911/E-911 requirements or agreements.

8. SERVICES, MAINTENANCE AND UPGRADE OF FACILITIES. Services will meet industry standards. EXCELLA will maintain its facilities and equipment used to provide the Services as set forth in its policies and procedures, at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, Customer's facilities and/or equipment. In such event, Customer will reimburse EXCELLA for the cost of the required maintenance at EXCELLA's standard time and material rate plus any taxes imposed upon EXCELLA related to such maintenance. EXCELLA reserves the right to suspend Service for scheduled maintenance, planned enhancements, upgrades, or emergency repairs to EXCELLA's network without notice to Customer. EXCELLA equipment will remain the sole and exclusive property of EXCELLA or EXCELLA's assignee. Customer will not tamper with, remove or conceal any EXCELLA identifying plates, tags or labels. Customer will indemnify, hold harmless and defend EXCELLA against any liens placed on EXCELLA equipment due to Customer's action or inaction. Any lien will be discharged by Customer within ten (10) days of notice of filing. Failure to discharge any such lien is a material breach of this Agreement, and may result in immediate termination.

Customer will provide equipment compatible with the Services and EXCELLA's network and facilities. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of EXCELLA's network or facilities.

Upon termination of the Service, Customer grants EXCELLA the right to recover EXCELLA provided equipment from customer's premises upon the termination of this agreement. In the event Customer fails to return the equipment, EXCELLA may invoice Customer for the then fair market value of such equipment.

EXCELLA reserves the right to substitute, change or rearrange any equipment used in delivering Services that does not affect the quality, cost or type of Services. EXCELLA will manage its network in EXCELLA's sole discretion. Customer will provide all reasonable information, authorizations, and access required by EXCELLA for the purpose of installing Services, performing routine network grooming, maintenance, upgrades, and addressing emergencies.

9. SERVICE INTERRUPTION CREDITS. Credits are subject to the limitation of liability set forth in Section 10, and shall only be given for disruption of Services in accordance with this Section. Upon request, Customer shall be entitled to a Credit for any disruption that exceeds twenty-four (24) hours and for which EXCELLA is the sole cause of such disruption and such disruption is not the result of (i) scheduled maintenance that occurs between the hours of eleven pm and six am; (ii) planned enhancements, or (iii) upgrades. Such credit shall be based upon the ratio of the duration of the service interruption (measured from the time the interruption is reported to or detected by Company, whichever occurs first) to the total time in a 30 day month. That ratio, multiplied by the monthly rate for the service affected shall determine the amount of the credit allowance. No Credit shall be paid for any disruption resulting from a Force Majeure event.

10. DISCLAIMER/LIMITED WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, EXCELLA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCELLA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11. LIMITED LIABILITY. EXCELLA'S LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS PAID BY CUSTOMER TO EXCELLA DURING THE MONTH OF THE OCCURANCE OF ANY CLAIM. IN NO EVENT WILL EXCELLA BE LIABLE TO THE CUSTOMER FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, REGARDLESS OF THE FORSEEABILITY THEREOF.

12. CUSTOMER WARRANTIES. (a) The Customer represents and warrants that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this Agreement in accordance with its terms; (b) Customer represents and warrants that neither its equipment nor facilities will pose a hazard to EXCELLA's Equipment or facilities or create a hazard to EXCELLA's personnel or customers or the public in general; (c) Customer represents and warrants that its use of the Service will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities; (d) Customer represents and warrants that it will not resell all or a portion of the Service(s) provided by EXCELLA under this Agreement. Customer will indemnify and hold EXCELLA harmless from any and all loss, liability, claim, demand, and expense (including reasonable attorneys' fees) related to Customer's violation of this Section.

13. CONFIDENTIAL INFORMATION. Customer proprietary network information shall only be disclosed in accordance with EXCELLA's policies and procedures. In addition to the foregoing, the parties may have access to certain information, the ownership and confidential status of which is highly important to the other party and is treated or designated by one of the parties as confidential (herein referred to as "Confidential Information"). Neither party will disclose the other party's Confidential Information, directly or indirectly under any circumstances, to any third person without the express written consent of the other party, and neither party will copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other party's Confidential Information, except as may be necessary to perform its duties hereunder or as required by the Rules. Each party will exercise the highest degree of care in safeguarding the other party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality.

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14. INDEMNIFICATION. Customer will indemnify, hold harmless, and defend EXCELLA, its officers, directors, parent and/or affiliated companies, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorney's fees) arising out of or in connection with Customer's use and/or Customer's end-users or third parties resale or sharing of the Services. Customer's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death which is solely caused by EXCELLA due to EXCELLA's gross negligence or willful misconduct.

15. DEFAULT/TERMINATION. Customer's use of the Services provided herein and any equipment associated therewith will not: (a) interfere with or impair service over EXCELLA's network; (b) impair privacy of any communications over such network; (c) cause damage of any nature to EXCELLA's assets or customers; (d) be used to frighten, abuse, torment or harass, or create hazards to EXCELLA or its network; or (e) violate the provisions of any of EXCELLA's policies and procedures, including EXCELLA's 911/E-911 Policy. EXCELLA may immediately suspend or terminate, without liability, the Services for any violation of these provisions. EXCELLA reserves the right to revise the terms and provisions of all of its policies and procedures as it deems appropriate and this Agreement is subject to all revisions.

Except as set forth above, if either party violates any provision of this Agreement the non-defaulting party may send the defaulting party written notice detailing the default. The defaulting party will have: (a) 10 days from the date of the written notice to cure a payment default, or (b) 30 days from the date of the written notice to cure a non-payment default. If the defaulting party fails to cure, the non-defaulting party may terminate this Agreement and any Services hereunder upon notice or pursue any and all other legal remedies. This Agreement also may be terminated by either party in accordance with the provisions of the then current tariff or price list. If Customer terminates this Agreement or all or any part of the Services at any time after the Effective Date, or if EXCELLA terminates this Agreement as a result of Customer's breach, EXCELLA may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC, surcharges and taxes for the Services Term then remaining, plus any unpaid activation, installation and/or special construction charges, and all other fees or costs, whether previously waived or not, less amounts already paid.

Customer will not be liable for the early termination fees set forth above if EXCELLA breaches the Agreement or if Customer orders from EXCELLA services of equal or greater MRC than the Services terminated and the new services are approved by EXCELLA. Customer acknowledges that EXCELLA's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and are not intended as a penalty. All such amounts will become immediately due and payable by Customer to EXCELLA.

16. FORCE MAJEURE. In the event that either party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer network or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party hereunder.

17. GENERAL. Any amendment must be in writing and signed by the parties hereto. Facsimile copies of this Agreement and any amendments or modification hereto, including facsimile signatures, will be accepted by the parties as originals. The failure of either party to insist upon the performance of any provision or to exercise any right granted hereunder, will not be construed as a waiver of such provision(s), and the same will continue in full force. If any provision hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect. All notices under this Agreement will be in writing and will be made by personal delivery, overnight delivery, certified mail, or by facsimile transmission with receipt verification. Notices will be sent to the addresses listed on the front this Agreement and in the case of a notice to EXCELLA, a copy to the Legal Department, 1700 S. Main St., Las Vegas, NV 89104 FAX 702-531-5000. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered a condonement of any continuing or subsequent breach of the same provision. Customer may not assign its obligations hereunder without the prior written consent of EXCELLA, which will not be unreasonably withheld. This Agreement will be governed by and interpreted in accordance with the laws for the state where the Services are to be provided. Nothing in this Agreement is intended to, or shall be construed, as creating a partnership or any third-party beneficiaries. The provisions of 5, 6, 7, 9, 11, 12, 13 and 14, shall survive termination.