SERVICE AGREEMENT

Pursuant to this agreement ("Agreement"), entered into between Black Hills FiberCom, L.L.C. ("Black Hills") and the customer identified on the reverse hereof ("Customer") (Black Hills and Customer at times collectively referred to as "Parties"), Black Hills agrees to provide and Customer agrees to purchase and/or lease the services and/or equipment ("Service" and/or "Equipment"), described on the reverse side hereof or in addenda and/or forms (collectively "Attachments") attached hereto (each a "Service Description"), at the prices and on the terms and conditions stated in such Service Description and below, and as provided in relevant tariffs. Attachments executed from time to time shall become part of this Agreement by referen hereto. Each Service Description may describe (i) the requested service commencement date ("Requested Service Date"), (ii) the agreed duration of Customer's purchase ("Term"), (iii) recurring charge ("Service Charge"), install charge and any other charges, and (iv) other pertinent information.

- 1. INITIATION AND TERM OF SERVICE: With respect to each Service Description, the Term shall begin on the later of the Requested Service Date or the day following the date on which Black Hills notifies Customer that the Service is ready for use ("Service Commencement Date") and shall continue for the applicable Term. At the expiration of the Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis, until canceled by either party on 30 days' notice; provided, however, that the Service Charge during such period shall be the then-current monthly rate provided by tariff or Black Hills' standard price list. Customer shall be responsible for obtaining and maintaining rights-of-way and facilities required for access from Black Hills' network to Customer's premises, as well as necessary space and other facilities for Black Hills and Customer equipment.
- 2. PAYMENT: Except as otherwise required by tariff, Customer agrees to pay Black Hills monthly throughout the Term, on the Service Commencement Date and the first day of each monthly (or other) billing period thereafter, a Service Charge at the rate stated as "Recurring" charge for each Service Description. The first Service Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. The nonrecurring charges and other charges are payable with the first Service Charge. Except as otherwise agreed, Black Hills shall submit monthly invoices to Customer; and payment of all charges shall be due at the address shown the invoice no later than 30 days after the invoice date ("Due Date"). Any amounts not paid within 15 days after the Due Date ("Delinquent Charges") will be subject to a late charge of 1.5% per month or the maximum lawful rate, whichever is lower ("Late Charge"). Any applicable surcharge, federal, state, local use, excise, or sales tax or similar levy, chargeable to or against Black Hills because of the Service provided to Customer shall be charged to and paid by Customer in addition to the Service Charge and other charges under this Agreement. Customer agrees to pay all costs, including reasonable attorney's fees, expended in collecting Delinquent Charges.
- 3. <u>SUSPENSION OR TERMINATION OF SERVICE</u>: Black Hills may suspend or terminate Service (i) if the Customer is delinquent on its payment obligation Black Hills, or (ii) if the Customer is in violation of any governmental or telecommunication company rules; (iii) if Customer fails to comply with any agreement to liquidate a continuing debt; (iv) for failure to pay an increased deposit; (v) for failure to pay an increased deposit; (v) for failure to pay an undisputed bill for telecommunication charges owed to an interstate carrier, or any other reason allowed under South Dakota law or regulations or other applicable laws. No such suspension or termination shall be deemed an Interruption, as defined in Section 4, below.
- 4. <u>INTERRUPTION OF SERVICE; CREDIT</u>: For any interruption of Service ("Interruption") that is not due to negligence or noncompliance with this Agreement on the part of Customer or the operation or the malfunction of facilities, power, or equipment provided by the Customer, Customer will receive a credit for the period during which Service was interrupted. An Interruption begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An Interruption ends when the service, facility, or circuit is operating properly. Credit allowances are calculated on the basis of a 30-day month; and the credit shall a pro rata allowance against the Service Charge for the interrupted Service based on the duration of the interruption, as follows:

Duration of Interruption: Amount of Credit

First 30 minutes: None 30 minutes to 3 hours: 1/10 day Each additional 3-hour period (or fraction thereof): 1/5 day
Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered a single interruption. No more than one full day's credit will be allowed for any period of 24 hours.

- 1. LIMITATION OF LIABILITY; LIMITATION OF WARRANTY: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL BLACK HILLS BE LIABLE FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL OR PUNITIVE, OR ANY LOST PROFITS OF ANY KIND, ARISING OUT OF MISTAKES, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OR DEFECTS IN TRANSMISSION (INCLUDING THOSE WHICH MAY BE REQUIRED FOR COMPLIANCE WITH RULES OR ORDERS OF REGULATORY OR JUDICIAL AUTHORITIES), ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE OBLIGATIONS OF BLACK HILLS HEREUNDER. CUSTOMER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF BLACK HILLS' PERFORMANCE HEREUNDER SHALL BE CREDIT FOR SERVICE INTERRUPTIO AS PROVIDED IN SECTION 4, ABOVE, OR APPLICABLE TARIFF. BLACK HILLS MAKES NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY SERVICE, OR AS TO ANY OTHER MATTER, ALI OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.
- 2. CANCELLATION: (A) If a Service Commencement Date does not occur within 90 days after the Requested Service Date, Customer may cancel this Agreement with respect to such Service without liability for any cancellation charge, by 30 days' written notice to Black Hills. (B) Except as permitted in subsection (A), if Customer cancels any Service, or if Black Hills terminates any Service pursuant to Section 3 above, then Customer shall pay Black Hills a cancellation charge in the amount of 50% of the remaining Service Charge payable during the remainder of the Term. (C) Either party may cancel this Agreement without liability if Black Hills is prohibited from furnishing Service or if any material rate term contained herein is substantially changed by final order of a court, administrative agency, or other tribunal of competent jurisdiction.
- 3. NONTARIFFED SERVICES AND EQUIPMENT: The provision by Black Hills and the purchase or lease by Customer of nontariffed services and/or equipme in connection with this Agreement shall be subject to the terms and conditions of this Agreement except as superseded by the terms and conditions of any pertinent addenda attached here
- 4. FORCE MAJEURE: If Black Hills' performance hereunder is impaired by any cause beyond Black Hills' reasonable control, including without limitation acts of God, fire, explosion, materially adverse weather condition, inability to obtain needed utilities or services, accidents, breakdown of equipment, machinery or facilities, radiation, compliant with applicable law or regulation, public emergency, civil strife, war, or strike ("Force Majeure Condition"), then such performance shall be excused to the extent of such impairment. Black Hills shall resume performance with reasonable dispatch after cessation of the Force Majeure Condition. If Black Hills' performance is impaired by a Force Majeure Condition for period exceeding sixty (60) days, Customer may cancel the affected Service without liability for a cancellation charge.
- ADDITIONAL PROVISIONS: (A) Nonwaiver. The failure of either party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver of any term or condition hereof; and the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance shall not constitute a waiver or extension of time with respect to any other matter, including future application of the same provision. (B) <u>Disputes Arbitration</u>. Except for disputes regarding Customer's failure to pay for a Service as provided in this Agreement, if any dispute cannot be resolved by negotiation between the parties, eith party may by notice require that the dispute be submitted to binding arbitration by a single arbitrator, at a location reasonably selected by the party giving such notice, under the Commerce Arbitration Rules of the American Arbitration Association. (C) <u>Entire Agreement</u>. This Agreement, including Addenda and matters incorporated herein by reference, contains the entire understanding of the parties, and supersedes any prior quotations, proposals, arrangements, or understandings relating to the subject matter hereof. No subsequent agreement between the parties concerning Service shall be effective unless contained in a writing signed by both parties. (D) <u>Assignment</u>. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Black Hills, which shall not be unreasonably withheld. (E) <u>Notices</u>. Required or permitted notices shall be in writing and delivered by registered or certified mail return receipt requested, postage prepaid, if to Customer, to a person identified as a "Service Contact," and if to Black Hills, to the Service Delivery Director, Black Hills FiberCom, L.L.C., 2045 Samoo Road, P. O. Box 2115, Rapid City, SD 57709, or as otherwise provided by proper notice hereunder, and the effective date of any notice under this Agreement shall be the date

applicable federal, state, and local regulatory authority. (G) <u>Severability</u>. Each Service described in a Service Description is deemed a separate Service; and termination of any Service shall not affect any other Services. (H) <u>Partial Invalidity</u>. If any provision of this Agreement shall be held invalid or unenforceable under applicable law, the remainder shall not thereby affected and shall be given full effect. (I) <u>Confidentiality</u>. Except with consent of the other party or as required by law or court order, neither party will disclose the existence of this

6. **SPECIAL PROVISIONS**:

Except with respect to nontariffed services and Leased Equipment, all terms and conditions of this Agreement are subject to applicable state and federal tariffs which are incorporated herein by reference. In case of any conflict between the provisions hereof and relevant tariff provisions, the provisions of the tariff shall control. Information regarding tariffs can be obtained from Black Hills' sales offices or by contacting the Contract Administrator at the address in Section 9(E) above.

Agreement or any information regarding its terms or the parties' performance hereunder ("Confidential Information") to any third party.

AGREEMENT

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GREEMENT#	No	230 8	EFFECTIVE DATE
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ORDERING INFORMATION					
ORDERED BY				DATE	
COMPANY (174 OF R) PARK OF	CW FOO PHON	E		FAX	
STREET 420 PARKUI CW DR CITY, STATE, ZIP RC 57701	TYPE	OF BUSINESS			
BILLING INFORMATION					
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CREDIT_INFORMATION					
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YEARS IN BUSINESS BANK NAME					
TRADE REFERENCE PHONE					
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SERVICE INFORMATION SUMMARY					
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SERVICE CONTACTS					
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