

# Exhibit 2 – Voice Master Service Agreement



## Voice MSA (Master Services Agreement) Vol.1.0

The terms herein apply to Voice Service Orders or Agreements ("agreement(s)," "service order(s)," or "contract(s)") between Hunter Communications ("Hunter", "Contractor" or "Provider") and Customers ("Customer") utilizing Hunter's Voice Services (the "service(s)," "product(s)" or "equipment").

### I. TERMS AND CONDITIONS

**1. Services.** Hunter Communications agrees to provide to Customer and Customer agrees to procure from Hunter Communications certain communication services ("Voice Service(s)," "Service(s)," "Equipment Lease(s)," or "Lease(s)") to be described in Customer's Service Order. Customer agrees to purchase the Services for the Contract Term as set forth in the Service Order. Subject to the earlier termination provisions set forth herein, at the end of the Contract Term, the Agreement will automatically continue on a month-to-month basis until terminated by either party upon 30 days written notice or renewed by a new Service Order ("Renewal Term(s)"). Customer will be responsible for all services extended beyond the demarc at a standard rate of \$99 per hour plus drive time, equipment and any other assets needed to complete the job under contract. This rate shall also be applied to any service calls whereby a given issue is determined to exist on Customer's network or equipment. If the issue is determined to be on Hunter's network or equipment, no charges will be assessed.

**2. Rates and Charges.** Rates and charges will be set forth in the Service Order (see sections: "Equipment" and "Services") and will commence on the Installation Date. Any monthly recurring charges ("MRC") will be billed in advance each month. Toll and Long Distance will be based on actual usage and billed in the following billing cycle (see Service Order for rates). A Materials Deposit in the amount of 50% of the total Nonrecurring Charges ("NRC") will be required on this project prior to commencement. 100% of all equipment based NRC payments shall be due prior to commencement. The remaining NRC will be billed on the first invoice after the Installation Date, or if the charges are incurred after the Installation Date, such charges will be billed on the next subsequent invoice. Voice technician labor resulting from Changes to services, features, equipment, configurations, etc., will be provided at standard, per unit NRC's (vary by service). Depending on the scope of the request, Hunter may bill for changes in accordance with the hourly rate established above in lieu of assessing standard NRC. Requesting specific phone numbers will require an additional fee. Customer may request a quote from Hunter prior to requesting any service modifications.

Contractor shall, after notice from Customer, commence work. At such time, Contractor may designate and continue diligently in the performance of such work. Contractor shall employ sufficient crew, work sufficient hours and/or shifts so as to complete the requirements within the time frames noted on the Service Order; if no time frames for completion are provided, Contractor shall complete all service activation requirements within a reasonable period of time not to exceed 90-days after the estimated start date. Estimated start date: (5) five days or sooner, after notice to proceed has been given by Customer, materials have been received and all preparatory and preliminary requirements of the proposal have been satisfied, including the receipt of all necessary

technical information from the Customer and any work or construction permits associated with the project. Contractor will not be held responsible or penalized for any delays due to the activities of others. Contractor shall not be held liable for acts of God, act of war or any adverse weather conditions or in underground construction the obstruction of natural materials such as rocks, bedrock, and excessive tree roots resulting in the delays in production or destruction of real or personal property. Additional material or labor needed to complete installation resulting from any such delays and/or damages shall require prior authorization by both parties in the form of a signed "Change Order."

Online bill-pay, auto bill-pay and e-billing options are available. Hunter will accept payments via check, ACH or credit card (Visa/MC only). All invoices will be sent via email unless Customer requests mailed invoices. There will be a \$75.00 returned check fee on all returned checks. Payments are due on the 1st of the month immediately following the invoice date. Hunter Communications may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on all balances not paid when due. Hunter Communications has the option to suspend services until payment is made. Termination of Services may follow (see section 10). All payments hereunder will be in U.S. dollars.

Hunter Communications may adjust the rates and charges for any subsequent Renewal Terms; rates to be documented in a mutually agreed upon renewal Service Order.

**3. Tariff Application, Taxes, Fees.** Customer agrees to pay any applicable federal, state and local taxes (excluding taxes based upon Hunter Communications' income), franchise fees or other governmental charges imposed upon Hunter Communications by governing body with jurisdictional authority over the service(s) or for use of public right of ways and/or easements. Hunter Communications will collect all such taxes, charges, and surcharges unless Customer provides Hunter Communications with any and all costs, claims, taxes, charges, and surcharges levied against Hunter Communications relative to such exempt status. Customer acknowledges that the Services may be subject, in whole or in part, to one or more provisions of state or federal tariffs which may be filed by Hunter Communications. In the event of any conflict between any provision of the Agreement and any provision of such tariff, the provision of such tariff will control. This Service Order and the Services will be subject to such modifications as may be required or authorized by any regulatory agency in the exercise of its lawful jurisdiction.

**4. Compliance with Law.** The Agreement is subject to all applicable federal, state and local laws, and regulations, rulings, orders, and other



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actions of governmental agencies ("Rules"), and the obtaining and continuance of any required approvals, authorizations, or tariffs filed with the FCC or any other governmental agency. Hunter Communications will use its good faith reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any such Rule adversely affects the Services or requires Hunter Communications to provide Services other than in accordance with the terms of this Agreement and the Service Order, 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 federal, state and local laws, regulations, rules and orders.

**5. Maintenance, Upgrade and Removal of Facilities.** Hunter Communications will maintain its facilities and equipment used to provide the Services at no additional charge, 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 Hunter Communication for the reasonable cost of the required maintenance at Hunter Communications' standard time and material rate plus any taxes imposed upon Hunter Communications related to such maintenance (see section 1 for rates). Hunter Communications reserves the right to suspend service, not during regular business hours (Monday through Friday from 8:00 AM to 5:00 PM; excluding major holidays), for scheduled maintenance or planned enhancements or upgrades to Hunter Communications' network with at least 48 hours' notice to and approval by Customer. After at least 48 hours' notice, Customer will grant Hunter Communications or cooperate with Hunter Communications in obtaining reasonable access to its premises for the installation, operation, removal, repair and maintenance of the facilities and equipment for the services detailed in Customer's Service Order. Any Hunter facilities and/or equipment installed on Customer's premises shall be and remain the property of Hunter and may be repaired or replaced at any time and removed at the termination of service, and may be used to supply other customers of Hunter whether or not on the same premises. No rent or other charge shall be made by Customer on Hunter for placing or maintaining its facilities or equipment upon Customer's premises. Hunter shall be entitled, at any time, to affix to Hunter facilities or equipment a label indicating the interest of Hunter. In the event that Customer does not provide Hunter with the necessary access to remove said equipment and/or facilities after the termination of service upon receiving notification as indicated above, Hunter may assess a fee to Customer equal to the retail cost of said equipment and/or facilities plus 25%.

**6. Limited Warranty. Hunter Communications will use reasonable efforts, according to industry standards to provide Services on a 24-hour-a-day, 7-day-per-week basis. Hunter Communications does not warrant that Services will be provided without interruption. In case of a Services interruption of more than 12 hours caused by Hunter Communications, Hunter Communications will credit Customer with Hunter Communications' service charge (MRC) for affected services for**

**the period during which the Services were interrupted. Such credit will not be given for Services interruption caused by Customer or by activities or facilities furnished by Customer or third parties. Hunter Communications will not be held responsible for service issues due to faulty internal wiring. Customer is responsible for maintaining and keeping all internal wiring on their premises in acceptable working condition. Customer acknowledges and understands that Hunter Voice Service does not function in the event of power failure. Customer also acknowledges and understands that some services require a fully functional connection to the Internet (which may or may not be provided by Hunter) and that, accordingly, in the event of an outage of, or termination of service with or by, Customer's Internet service provider ("ISP"), the Service will not function; Customer will continue to be billed for the Service unless and until Customer or Hunter terminates the Service in accordance with this MSA. If customer receives internet service from another provider, Customer's equipment (switch, firewall/router, etc.) may not be compatible with Hunter's voice service(s) equipment and Customer shall be responsible for any necessary upgrades to said ISP and/or Customer equipment. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP service quality will also prevent dialing to emergency service numbers including the 911 calling feature. Should Hunter suspend or terminate Customer's Service for any reason, the Service will not function until such time as Hunter restores it (requires payment of all invoices and reconnection fees owed by Customer or cure of any breach by Customer of this Agreement; see section 10). Hunter MAKES THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES AND MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

All Hunter supplied phones will come with a 12-month Manufacturer's Warranty. Hunter will handle the Return Merchandise Authorization (RMA) process for said units.<sup>1</sup> Hunter leased equipment will come with a Warranty against defect for the length of said lease. This Warranty does not extend to Products damaged by improper installation or operation, alteration, accident, neglect, abuse, misuse, fire or natural causes such as storms or floods. Hunter reserves the right to use refurbished parts in the repair or replacement of defective Products. Unauthorized modification or repair will void the Warranty.<sup>2</sup>

<sup>1</sup> See Hunter representative for full terms and information regarding manufacturer's warranty

<sup>2</sup> Warranty Limitation - THE FOREGOING PRODUCT WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AS TO THE CONDITION, OPERATION AND PERFORMANCE OF THE PRODUCT, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AASTRA'S AND HUNTER'S SOLE AND EXCLUSIVE

LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY AASTRA OR HUNTER BREACH OF WARRANTIES HEREUNDER SHALL BE AASTRA'S OR HUNTER'S OBLIGATION TO REPAIR OR REPLACE THE PRODUCT, AS SET FORTH IN THIS SECTION, AND NEITHER EQUIPMENT MANUFACTURER NOR HUNTER SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, OR OTHER LOSS,



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**7. Limited Liability.** Hunter Communications' liability and the exclusive remedy of Customer for damages associated with the installation, provision, termination, maintenance, repair or restoration of Services, will be solely limited to an amount no greater than Customer's actual damages provided, however, that IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF USE, INCOME OR PROFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES. Hunter shall not be held liable for any fraudulent calls on Customer's voice system/service(s) resulting in toll charges, long distance charges, or international long distance charges. As a standard configuration to protect against any misuse, Hunter disables international long distance. Customer can change this designation at any time, but customer will be responsible for all usage charges whether intentional, unintentional, or fraudulent. Hunter shall not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: Act or omission of an underlying carrier, service provider, vendor or other third party; service, equipment, network or facility failure caused by the loss of power to Customer; outage of Customer's ISP (including when Hunter is your ISP); act or omission of Customer or any person using the Service provided to Customer; or any other cause that is beyond Hunter's control, including without limitation a failure of or defect in any equipment, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 911 dialing) to be connected or completed, or degradation of voice quality.

Further, Hunter shall not be liable to Customer or others for any damages arising from the content of any data transmission, communication or message transmitted to or received by Customer (whether read or unread, solicited or unsolicited), or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties identified in Customer's Service Order, any right, remedy, obligation or liability under or by reason of this Agreement, except as expressly provided in this Agreement. The provisions of this Paragraph 7 will survive the termination of this Agreement and any Service Order(s) issued hereunder.

**8. Indemnification.** Hunter Communications and Customer will indemnify, hold harmless, and defend the other, its officers, directors, affiliated companies, employees, agents and subcontractors from liabilities, claims or damages arising out of personal injury or death or damage to property to the extent caused by the indemnifying party's breach of any representation, warranty, term or provision in this MSA or Customer's Service Order or to the extent caused by the acts or omissions

of such party, its employees, agents or subcontractors in its performance hereunder. The provisions of this Paragraph 8 will survive the termination of Services hereunder.

**9. Confidentiality.** The parties may have access to certain information, the ownership and confidential status of which is highly important to the other party 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. 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. The provisions of this Paragraph 9 will survive the termination of this Agreement.

**10. Termination.** Either party may terminate an Agreement for cause, provided written notice is given the other party specifying the cause for termination and requesting correction within 10 days for failure to pay a sum due, or within 30 days for any other cause, and such cause is not corrected within the applicable period. Cause is any material breach of the terms of an Agreement, including the failure to pay any amount when due; the filing of a petition in bankruptcy by or against Customer or Customer's inability to meet obligations when due; or failure of Hunter to provide services as detailed in the Agreement. In the event of a failure to pay a sum due, Hunter may choose to temporarily deactivate/suspend service(s) in lieu of terminating said Agreement. Submission of billing and/or service disputes will not prevent service disconnection for breach of the MSA terms herein; any billing and/or service credits owed will be credited in accordance with the terms of section 6. For service deactivation(s), Hunter must follow all notification guidelines relating to Agreement termination set forth herein. In the event of a service deactivation, Customer may have service reactivated by paying all sums due and a service reactivation fee of \$75 per line. Hunter is unable to port any deactivated lines. If lines are canceled at Customer's request, and Customer later requests to reactivate lines for porting purposes, Hunter may assess the reactivation fee set forth above (see Section 16 for more information on porting). Hunter will provide additional information upon request.

Hunter may receive Customer's 30 day written notice to terminate services provided under a Service Order or Agreement by email. Emailed notice shall be accepted only if Hunter sends a reply acknowledging receipt of said cancellation notice; Hunter will receive such notifications at [contracts@hunterfiber.com](mailto:contracts@hunterfiber.com). Upon early termination for any reason, other than material breach by Hunter Communications, or if Hunter terminates the Agreement for cause, any and all installation waivers, all rates and charges actually incurred up to the date of termination, as well as the full amount otherwise due to Hunter Communications over the full term of the Agreement, will become immediately due and payable by Customer to Hunter Communications, unless otherwise indicated in writing on Customer's Service Order.

**11. 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,

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DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF OR INABILITY TO USE PRODUCT,

EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT.



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destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, or any cause beyond such party's reasonable control, the party's performance will be excused. The occurrence of such an event will not constitute grounds for a declaration of default by either party hereunder.

**12. General.** Customer may not assign its obligations hereunder without the prior written consent of Hunter Communications. Any amendment to a Service Order must be in writing and signed by the parties therein. 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. 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 an approval of any continuing or subsequent breach of the same provision. This Agreement will be governed by and interpreted in accordance with the laws for the State where the Services are to be provided.

**13. Attorney Fees.** The prevailing party in any legal proceeding brought under or with respect to this Customer's services and this Agreement shall recover from the non-prevailing party all costs of such proceeding as well as reasonable attorney fees.

**14. Credit Checking.** Customer consents to and authorizes the release to Hunter Communications, or its agent, by any third party of Customer's credit history information.

**15. 911 & Emergency Services.** Hunter is in full compliance with FCC Mandate 05-116, which states that all VoIP service providers must enable 911 calling and provide callback and location information for their Customers. To facilitate said compliance, Customer shall provide accurate physical end-user service location(s), so that emergency services personnel will be able to locate any customer dialing 911. Hunter will provide Customer with a method to update the physical location(s) they have registered with the provider (see Hunter representative for details). All 911 calls, as well as a callback number and the caller's registered physical location, will be transmitted to the appropriate emergency services call center or local emergency authority. Hunter will provide Customer with a list of circumstances under which 911 services may not be available through Hunter provided service or may in some way be limited in comparison to traditional 911 services. Hunter will distribute labels to Customer warning them if 911 services may be limited or not available and Customer will place the labels on and/or near the equipment used in conjunction with the applicable phone service. Complete terms and conditions, including all physical address registration procedures and compliance issues are posted to Hunter's web site ([www.hunterfiber.com](http://www.hunterfiber.com)) and are to be acknowledged and known by the Customer at all reasonable times. Customer shall comply with all Hunter policies and conditions listed therein and hereby provide Hunter with affirmative acknowledgement indicating that they are aware of and understand the limitations of their 911 service by signing any Service Orders for Voice Services. Customer must provide notification to Hunter if a phone or phones are moved from the physical address to which they are registered, thus placing them in a "nomadic" classification and Hunter will be fined and will assess a fee to Customer in the amount of \$250 per occurrence for each un-provisioned 911 call. Further, Customer acknowledges that the Services may be subject, in whole or in part, to a small fee related to the provision of 911 services. Any such fee(s) will be

set forth as separate line item(s) on Customer's monthly invoice; line item(s) shall be listed as "E911." Additionally, Customer will be provided a maximum of fifty (50) numbers/locations to be included for no charge in the E911 database; Customer may be charged a fee of up to \$1.00 per number/location for all additional database listings/inclusions.

**16. Number Porting.** Provider adheres to all Federal Communications Commission (FCC) "local number portability" (LNP) rules, which state that:

*So long as you remain in the same geographic area, you can switch telephone service providers, including interconnected Voice over Internet Protocol (VoIP) providers, and keep your existing phone number. If you are moving from one geographic area to another, however, you may not be able to take your number with you. Therefore, subscribers remaining in the same geographic area can switch from a wireless, wireline, or VoIP provider to any other wireless, wireline or VoIP provider and still keep their existing phone numbers.*

Simple number port requests will be processed in one business day. According to FCC rules, "non-simple" or "complex" port requests will be processed in four business days.

Porting a number to a new provider will terminate service for said number; termination of service for each number will be effective upon completion of port. If the port is not completed by Customer (incl. Customer's new provider or Customer's porting entity) within 4 business days of Hunter providing concurrence, concurrence will be removed and a new port request will need to be submitted. Hunter will assess a \$25 per line/number port-out request fee, to be included in final invoice for associated terminated service(s). All hosted services, services not directly associated with port requests and account or business group features or services will require Hunter's standard 30 day advanced written cancellation notice for termination of service(s). Regardless of port date, standard charges (including but not limited to any associated toll charges, taxes, fees, etc.) will continue for 30 days after port date and/or receipt of 30 day advanced written cancellation notice for termination of services. When terminating service, Customer will still be obligated to pay all early termination fees as set forth herein. Further, when terminating service(s), Customer is required to pay all outstanding balances owed under the terms of this Agreement. Numbers associated with terminated service(s) cannot be ported out to a new provider." See section 10 regarding reactivation for porting.

Any porting or other changes, requested by Customer, to the service(s) detailed in a Service Order that result in an MRC of less than 75% of the MRC detailed in said service order will cause the agreement to be terminated for cause and all applicable termination fees will be due in accordance with the terms of section 10.