

# OPIQUAD, LLC

## MASTER SERVICE AGREEMENT

### TERMS AND CONDITIONS OF SERVICE

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.** By signing below (including by electronic signature), Customer agrees to be legally bound by all terms and conditions set forth herein. This Agreement becomes effective upon Customer's signature and is accepted by OPIQUAD through its provision of Services. No countersignature by OPIQUAD is required for this Agreement to be binding on Customer.

**Customer Legal Name (Including any Trade name or DBA):**

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**Principal Place of Business:**

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**Authorized Signatory Name & Title:**

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**Customer Signature:**

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**Date of Signature:**

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OPIQUAD, LLC · 600 Tollgate Rd, Suite E, Elgin, IL 60123 · (847) 742-4623 · [www.opiquad.com](http://www.opiquad.com)

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## HOW THIS AGREEMENT WORKS

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This Master Service Agreement (“**MSA**”) is entered into between **Opiquad, LLC** (“**OPIQUAD**”), an Illinois limited liability company located at 600 Tollgate Rd, Suite E, Elgin, IL 60123, and the Customer identified above. This MSA, together with the Quote accepted by Customer and all Exhibits incorporated herein, constitutes the entire agreement between the Parties for all Services. **OPIQUAD does not need to countersign this Agreement.** OPIQUAD expresses its acceptance through the act of provisioning and delivering Services to Customer pursuant to an accepted Quote. The Quote sets forth the specific Services, pricing, and committed term applicable to Customer’s account.

**Order of Precedence.** In the event of any conflict between documents forming this Agreement, the following order of precedence applies: (1) the accepted Quote; (2) any applicable Product Service Addendum (PSA); (3) this MSA; and (4) OPIQUAD’s posted policies and Exhibits.

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## STANDING MASTER AGREEMENT — SINGLE SIGNATURE, MULTIPLE ORDERS

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**Single Execution.** This MSA is designed to be signed by Customer once and once only. By signing this MSA, Customer enters into a standing master framework agreement with OPIQUAD that governs every Service, every Quote, and every order Customer places with OPIQUAD, whether now or at any time in the future during the term of this Agreement, without any requirement to re-execute or re-sign this MSA for each subsequent order.

**Quotes as Binding Orders.** Each Quote accepted by Customer — whether by written signature, electronic signature, email confirmation, online portal acceptance, or any other method of affirmative acceptance recognized herein — constitutes a binding order for the specific Services, pricing, and term identified in that Quote. Each accepted Quote is automatically and fully incorporated into, and governed by, this MSA without any further action required by either Party. Customer does not need to sign a new MSA for each Quote.

**MSA Governs All Quotes.** This MSA, including all Exhibits and incorporated policies, regulates and controls the terms and conditions of every Quote accepted by Customer, regardless of: (a) the date on which the Quote is accepted; (b) whether the Quote references this MSA by version, date, or document title; (c) changes in the Services ordered; or (d) the addition of new Service categories not contemplated at the time of original MSA execution. Customer acknowledges and agrees that each time Customer accepts a Quote, Customer re-affirms its acceptance of and agreement to be bound by the then-current version of this MSA.

**MSA Updates and Modifications.** OPIQUAD may update or modify this MSA from time to time as set forth in Section 15.6. Updated versions of this MSA are effective upon the notice period specified in Section 15.6 and automatically apply to: (a) all new Quotes accepted after the effective date of the update; and (b) all existing Services and previously accepted Quotes, provided Customer receives the required advance notice and does not exercise any applicable termination right. Customer does not need to sign a new or amended MSA for updates to take effect; Customer’s continued use of Services after the applicable notice period constitutes acceptance of the updated MSA. OPIQUAD will maintain a version history of this MSA at [opiquad.com/legal/](https://opiquad.com/legal/) so Customer can review prior and current versions at any time.

**Quote Conflicts with MSA.** If a specific provision in an accepted Quote expressly conflicts with a provision of this MSA, the terms of the Quote shall govern solely with respect to the specific Service and term covered by that Quote, and only to the extent of the conflict. In all other respects this MSA governs.

**No MSA Re-Execution Required.** Customer expressly waives any right to require OPIQUAD to present a new or re-executed MSA as a condition of activating Services under any accepted Quote. OPIQUAD’s delivery of Services pursuant to an accepted Quote is sufficient evidence of OPIQUAD’s acceptance of the order under the standing terms of this MSA.

**Acknowledgment on Each Quote.** Each Quote issued by OPIQUAD will include a reference substantially as follows: “This Quote is governed by and subject to the OPIQUAD Master Service Agreement previously executed by Customer, which is incorporated herein by reference. By accepting this Quote, Customer confirms its continued agreement to be bound by the OPIQUAD Master Service Agreement as then in effect.” Customer’s acceptance of any such Quote constitutes a binding re-affirmation of this MSA without re-execution.

## SECTION 1 — DEFINITIONS

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### 1.1 Acceptable Use Policy (“AUP”)

OPIQUAD’s published policy governing permitted and prohibited uses of all Services, incorporated herein by reference and available at [opiquad.com/legal/](http://opiquad.com/legal/), as amended from time to time.

### 1.2 Agreement

This MSA, the accepted Quote, all Product Service Addenda, Exhibits (including the AUP and Privacy Policy), and all other policies incorporated by reference, as each may be amended in accordance with the terms hereof.

### 1.3 Customer

The business entity, corporation, partnership, or individual identified on the signature page of this MSA or on an accepted Quote who has agreed to purchase Services from OPIQUAD.

### 1.4 Customer-Provided Equipment (“CPE”)

Any facilities, equipment, cables, or devices owned or leased by Customer and used in connection with the Services, not provided by OPIQUAD.

### 1.5 Effective Date

The date on which Customer executes this Agreement by signing the signature page hereof. This Agreement becomes effective on the Effective Date without any requirement for countersignature by OPIQUAD.

### 1.6 Force Majeure Event

Any event beyond a Party’s reasonable control, including without limitation: acts of God, fire, flood, earthquake, storm, tornado, lightning, epidemic, pandemic, acts of terrorism, cyberattacks on third-party infrastructure, war, insurrection, civil disturbance, labor strikes not involving that Party’s own employees, power grid failures, fiber cuts by third parties, governmental or regulatory actions, denial of permits or rights-of-way, spectrum interference, signal obstruction caused by vegetation, buildings, or terrain, and atmospheric or weather-related RF propagation anomalies.

### 1.7 High-Risk Activities

Uses of the Services in circumstances where failure or interruption could cause severe personal injury, death, property damage, or critical infrastructure failure, including without limitation: life-safety systems, medical monitoring, nuclear facility control, aviation traffic control, or military communications.

### 1.8 Licensed Software

Any software, firmware, code, or documentation provided by OPIQUAD to access or operate the Services, including all updates thereto.

### 1.9 Monthly Recurring Charge (“MRC”)

All monthly fees, charges, taxes, regulatory surcharges, and other amounts invoiced by OPIQUAD on a recurring monthly basis for Services as set forth in the applicable Quote.

### 1.10 Non-Recurring Charge (“NRC”)

All one-time fees for installation, provisioning, activation, setup, or de-installation of Services or OPIQUAD Equipment, as identified in the applicable Quote.

### 1.11 Notice of Availability

OPIQUAD's written or electronic notification confirming the date on which a Service is available and activated for Customer's use.

### **1.12 OPIQUAD**

Opiquad, LLC, an Illinois limited liability company, also operating as Business Only Broadband, and any other d/b/a designations, together with its parent, affiliates, subsidiaries, officers, employees, agents, and authorized subcontractors.

### **1.13 OPIQUAD Equipment**

All hardware, software, firmware, devices, wiring, antennas, radios, transceivers, routers, switches, modems, and other equipment owned by OPIQUAD and installed at or provided to a Service Location in connection with the Services.

### **1.14 OPIQUAD Network**

The telecommunications, data communications, and wireless network infrastructure owned, operated, or controlled by OPIQUAD, including its licensed and unlicensed radio frequency spectrum, fiber infrastructure, points of presence, and third-party carrier interconnects used to deliver Services.

### **1.15 OPIQUAD Website**

OPIQUAD's website located at [www.opiquad.com](http://www.opiquad.com), [my.opiquad.com](http://my.opiquad.com) and any other website owned by OPIQUAD including the legal and policy pages at [opiquad.com/legal/](http://opiquad.com/legal/), as updated from time to time.

### **1.16 Party / Parties**

"Party" means either OPIQUAD or Customer individually, and "Parties" means OPIQUAD and Customer collectively.

### **1.17 Quote**

The written or electronic service proposal issued by OPIQUAD and accepted by Customer that specifies the Services ordered, applicable rates, NRCs, Service Term, and any service-specific terms. The Quote is incorporated into this Agreement upon Customer's signature.

### **1.18 Service Commencement Date**

The date on which OPIQUAD first makes a Service available for Customer's use, as confirmed by a Notice of Availability. Billing commences on this date.

### **1.19 Service Location**

The physical address at which OPIQUAD provides Services to Customer, as specified in the applicable Quote.

### **1.20 Services**

The telecommunications, internet, data, cloud, managed IT, voice, wireless, colocation, and other services provided by OPIQUAD to Customer pursuant to this Agreement and the applicable Quote, as further described in Section 3.

### **1.21 Service Term**

The minimum committed duration for which Customer agrees to purchase and pay for Services, as specified in the applicable Quote, commencing on the Service Commencement Date.

### **1.22 Taxes**

All federal, state, and local taxes, levies, duties, surcharges, fees, and assessments (however denominated) imposed on or applicable to the Services, OPIQUAD Equipment, or amounts payable under this Agreement.

### **1.23 Termination Charge**

The early termination fee payable by Customer upon termination of Services prior to the end of the committed Service Term, calculated as set forth in Section 6.

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## SECTION 2 — TERM AND RENEWAL

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### 2.1 Agreement Term

This Agreement becomes effective upon Customer's signature and remains in full force until the expiration or termination of all Quotes executed hereunder, unless earlier terminated in accordance with this Agreement.

### 2.2 Service Term

The committed Service Term for each Service is specified in the applicable Quote. Services are available in month-to-month, one (1) year, two (2) year, or three (3) year terms. Where multiple Service Locations appear on a single Quote, the Service Term for all such locations shall extend to the longest term among them, unless OPIQUAD agrees otherwise in writing.

### 2.3 Automatic Renewal

Upon expiration of any Service Term of one (1) year or longer, the applicable Service shall automatically renew on a month to month basis ("Renewal Terms") unless either Party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term. Month-to-month Services continue until terminated with thirty (30) days' prior written notice.

### 2.4 Changes upon Renewal

Upon any Renewal Term, OPIQUAD may adjust pricing to its then-current standard rates upon **sixty (60) days' prior written notice**. Customer may avoid the adjustment by providing written notice of non-renewal within thirty (30) days of OPIQUAD's rate-change notice, effective at the end of the then-current term without incurring a Termination Charge solely attributable to the pricing change.

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## SECTION 3 — SERVICES

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### 3.1 Scope of Services

OPIQUAD will provide the Services identified in the accepted Quote. Available service categories include, but are not limited to:

- Dedicated Fiber Circuits — Symmetrical or asymmetrical fiber-based Ethernet/WAN circuits with committed information rates.
- IP Address Assignments — IPv4 and/or IPv6 address blocks from OPIQUAD's ARIN-registered allocations. All assigned IP addresses remain OPIQUAD's property and revert upon termination.
- Cross Connects — Physical interconnection services within OPIQUAD data center facilities.
- Colocation Services — Secure, climate-controlled rack space, power, and connectivity within OPIQUAD's data centers.
- Web Hosting Services — Shared, VPS-based, or dedicated server hosting including domain management and SSL services.
- Virtual Private Servers (VPS) — Virtualized server instances with dedicated compute, memory, and storage.
- Cloud Services — IaaS, PaaS, and related cloud compute, networking, and storage services.
- Storage as a Service (STaaS) — Scalable cloud-based or on-premises-attached data storage.
- Backup as a Service (BaaS) — Automated data backup, replication, and recovery.
- Disaster Recovery as a Service (DRaaS) — Managed failover, replication, and recovery services with RTO/RPO commitments per the applicable PSA.
- Email Services — Business-grade hosted email, spam filtering, archiving, and messaging.
- Remote Monitoring and Management (RMM) — Managed IT monitoring, alerting, patch management, and remote remediation.
- Extended Detection and Response (XDR) — Threat detection, endpoint security, and incident response.

- Voice over IP (VoIP) — Business-grade voice services over internet protocol, subject to the E911 provisions of Section 12.
- Unified Communications as a Service (UCaaS) — Integrated voice, video, messaging, and collaboration services.
- eFax Services — Cloud-based fax transmission and receipt.
- E911 Services — Enhanced 911 emergency calling for VoIP and UCaaS customers, subject to the specific disclosures in Section 12.
- Fixed Wireless Access (FWA) / WISP Services — Last-mile internet access delivered via licensed or unlicensed wireless spectrum, subject to the specific provisions of Section 13.
- Router Sales — Outright sale of networking equipment; title and risk of loss transfer to Customer upon delivery.
- Router Leasing — Lease of networking equipment during the Service Term; all leased equipment remains OPIQUAD's property.
- IP Transit — Internet transit connectivity provided by OPIQUAD from its own autonomous system, delivering full-table BGP routing to Customer's network with committed bandwidth as specified in the applicable Quote.
- 5G Fixed Wireless Access — Next-generation fixed wireless broadband delivered via 5G New Radio (NR) technology over licensed spectrum, subject to the Fixed Wireless provisions of Section 13.
- FWA Installation Services — Professional site survey, equipment mounting, antenna alignment, cabling, and commissioning services for Fixed Wireless Access deployments, as further described in Section 3.7.

### 3.2 Service Delivery and Commencement

OPIQUAD will use commercially reasonable efforts to deliver Services by any estimated delivery date provided in the Quote. Estimated delivery dates are not guarantees. OPIQUAD's inability to meet an estimated delivery date shall not constitute a breach of this Agreement, and Customer shall have no right to terminate or claim damages solely on the basis of a missed estimated delivery date. OPIQUAD will use commercially reasonable efforts to notify Customer promptly of any material delay in the estimated delivery schedule. Billing commences on the Service Commencement Date, as confirmed by the Notice of Availability.

### 3.3 Customer Responsibilities

Customer shall, at its sole expense:

- Obtain and maintain all permits, licenses, building access rights, easements, and roof rights required for OPIQUAD to install and maintain OPIQUAD Equipment at each Service Location.
- Provide a secure, clean, and environmentally appropriate space for OPIQUAD Equipment, no more than three hundred (300) feet from Customer's network interface point.
- Provide adequate conditioned AC power (including UPS protection where required by OPIQUAD) for OPIQUAD Equipment. For Fixed Wireless and colocation services, provide emergency local generator backup service, if applicable and as specified in the Quote or required by OPIQUAD.
- Maintain a designated technical Point of Contact (POC) accessible to OPIQUAD for installation, maintenance, and emergency activities.
- Promptly notify OPIQUAD of any change in Customer's Service Location, billing address, ownership, or contact information.
- Ensure Customer's network, equipment, and facilities do not interfere with the OPIQUAD Network or other customers' services.
- For Fixed Wireless services: maintain clear, unobstructed line-of-sight or near-line-of-sight between Customer's premises and OPIQUAD's access point or tower, as further detailed in Section 13.

### 3.4 OPIQUAD Equipment

All OPIQUAD Equipment remains OPIQUAD's sole property at all times, regardless of location or manner of installation. OPIQUAD Equipment is not a fixture. Customer shall: (a) safeguard OPIQUAD Equipment from damage, theft, and unauthorized use; (b) not move, alter, repair, or tamper with OPIQUAD Equipment without OPIQUAD's prior written consent; (c) not allow any lien, security interest, or encumbrance to attach to OPIQUAD

Equipment; and (d) reimburse OPIQUAD at full replacement cost for any lost, stolen, destroyed, or damaged OPIQUAD Equipment. OPIQUAD is authorized to file UCC-1 financing statements to protect its ownership interest. Customer shall provide OPIQUAD reasonable access to Service Locations for installation, maintenance, repair, and removal of OPIQUAD Equipment during normal business hours, or immediately in the event of an emergency affecting the OPIQUAD Network.

### 3.5 Customer-Provided Equipment

OPIQUAD has no responsibility, obligation, or liability for Customer-Provided Equipment. Customer assumes all risk of loss, damage, service degradation, or security compromise arising from CPE.

### 3.6 Service Modifications

OPIQUAD may modify the technical architecture, delivery methods, or features of any Service upon thirty (30) days' prior written notice to Customer, provided the modified Service is reasonably equivalent in material functionality. If a modification materially and adversely reduces the Service, Customer may terminate the affected Service without Termination Charges by delivering written notice to OPIQUAD within thirty (30) days of OPIQUAD's modification notice.

### 3.7 FWA Installation Services

Where Customer has ordered Fixed Wireless Access services, OPIQUAD will provide professional installation services, which may include site survey, equipment mounting, antenna alignment, cabling, and commissioning (collectively, "FWA Installation Services"). FWA Installation Services are subject to the following terms:

- **Site Survey.** Prior to installation, OPIQUAD or its authorized technician will conduct a site survey to assess signal availability, mounting feasibility, and any site-specific requirements. OPIQUAD may charge a non-refundable site survey fee as specified in the applicable Quote. If OPIQUAD determines that FWA service cannot be feasibly delivered at the Service Location, OPIQUAD may decline to proceed with installation and shall refund any prepaid installation fees, less the site survey fee.
- **Standard Installation.** OPIQUAD's standard FWA installation includes: mounting of one (1) outdoor antenna/radio unit; installation of exterior-grade cabling from the antenna to a designated interior demarcation point; and basic connectivity testing and verification. Any work beyond the scope of standard installation (including but not limited to custom mounting solutions, extended cable runs exceeding one hundred (100) feet, electrical work, roof penetrations requiring specialized waterproofing, or structural reinforcements) constitutes non-standard installation and will be quoted separately.
- **Customer Site Preparation.** Customer shall ensure the installation site is accessible, safe, and ready for OPIQUAD's technicians on the scheduled installation date. If OPIQUAD's technician arrives at the Service Location and is unable to perform the installation due to Customer's failure to provide access, obtain required permissions, or prepare the site, OPIQUAD may charge a trip charge at its then-current standard rate and reschedule the installation.
- **Post-Installation Service Calls.** After the installation, any service calls to OPIQUAD's Service Location for antenna realignment, equipment repositioning, cable repair, or other on-site work requested by Customer or necessitated by Customer's actions will be billed at OPIQUAD's then-current hourly service rate plus materials, as set forth in the applicable Quote or rate schedule.

## SECTION 4 — CHARGES, BILLING, AND PAYMENT

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### 4.1 Monthly Recurring Charges

Customer shall pay all MRCs in advance on a monthly basis. Billing commences on the Service Commencement Date. If the Service Commencement Date is not the first day of a billing period, the first invoice will include a prorated charge for the partial month plus the following full month's MRC. All payments shall be made in United States Dollars.

### 4.2 Non-Recurring Charges

NRCs are due and payable upon the Service Commencement Date or as invoiced, within fifteen (15) days. NRCs are non-refundable unless OPIQUAD fails to deliver the Service.

### 4.3 Payment Terms

All invoices are due and payable within fifteen (15) days of the invoice date. Customer's obligation to pay all amounts under this Agreement is absolute and unconditional, and is not subject to set-off, withholding, or reduction, except as expressly permitted by the billing dispute process in Section 4.7.

### 4.4 Payment Methods

OPIQUAD accepts payment by ACH/electronic check, physical check, wire transfer, and credit or debit card. Credit card payments are subject to a processing fee of up to three and one-half percent (3.5%) of the charged amount. If any check, ACH transfer, electronic payment, or other instrument used to pay for Services is returned, rejected, or dishonored by the issuing bank or financial institution for any reason (including without limitation insufficient funds, closed accounts, stopped payments, or expired authorizations), Customer shall pay OPIQUAD: (a) a returned-payment fee equal to the greater of Thirty-Five Dollars (\$35.00) or the maximum amount permitted under applicable law (including the Illinois bad check statute, 720 ILCS 5/17-1a) per occurrence; (b) all outstanding amounts owed; and (c) any bank fees or charges incurred by OPIQUAD as a result of such rejection. OPIQUAD reserves the right, after any rejected payment, to require Customer to pay by wire transfer or certified funds for all future payments.

### 4.5 Credit Approval and Deposits

OPIQUAD may condition the provision of Services on a satisfactory credit review and may require a refundable security deposit of up to three (3) months' estimated MRC. Any deposit will be returned within thirty (30) days after expiration or termination of all Services, less any amounts owed by Customer.

### 4.6 Late Payment

Any undisputed amount not received by OPIQUAD by the due date will accrue a late charge of **one and one-half percent (1.5%) per month**, compounded daily from the due date until paid in full, or the maximum rate permitted by Illinois law, whichever is lower (the "Late Fee"). OPIQUAD may suspend Services after providing five (5) business days' written notice of non-payment and may require a reactivation fee to restore suspended Services.

### 4.7 Disputed Invoices

If Customer disputes any portion of an invoice, Customer must: (a) pay the undisputed portion by the due date; and (b) submit a written dispute notice to OPIQUAD within thirty (30) days of the invoice date, specifying the disputed amounts and providing supporting documentation. Failure to dispute within thirty (30) days constitutes Customer's irrevocable waiver of the right to dispute those charges. Where the disputed amount equals or exceeds fifty percent (50%) of the total invoice, Customer must pay fifty percent (50%) as a good-faith payment pending resolution. The Parties will negotiate in good faith to resolve disputes within sixty (60) days, extendable by mutual written agreement for an additional sixty (60) days. Any dispute not resolved within one hundred twenty (120) days is deemed resolved in OPIQUAD's favor, and all disputed charges become immediately due with applicable Late Fees.

### 4.8 Partial Payments

Partial payments will be applied to outstanding balances in such order and proportion as OPIQUAD determines in its sole discretion. Acceptance of partial payment does not waive OPIQUAD's right to collect the full balance.

### 4.9 OPIQUAD Right of Offset

OPIQUAD may apply any credits or deposits held on Customer's behalf against any amounts Customer owes OPIQUAD under this Agreement.

### 4.10 Third-Party Charges

Customer is solely responsible for all charges from third-party providers incurred in connection with its use of the Services, including long-distance, international, and premium-number charges.

## 4.11 Collections

If OPIQUAD must use a collection agency or legal counsel to collect any amount owed by Customer or to recover unreturned OPIQUAD Equipment, Customer agrees to pay all reasonable collection costs, including attorneys' fees and court costs.

# SECTION 5 — PRICING, RATE CHANGES, AND REGULATORY FEES

## 5.1 OPIQUAD's Right to Adjust Pricing

OPIQUAD reserves the right to increase Customer's MRCs as follows:

- During a committed Service Term: increases of no more than five percent (5%) per twelve-month period upon sixty (60) days' prior written notice. Customer may reject the increase by providing written notice of termination within thirty (30) days of OPIQUAD's notice, effective at end of the then-current billing period, without a Termination Charge solely attributable to the pricing change.
- Upon any Renewal Term: OPIQUAD may adjust MRCs to then-current standard rates upon sixty (60) days' prior written notice. Customer may avoid the adjustment by providing timely non-renewal notice.
- Month-to-month Services: OPIQUAD may reprice upon thirty (30) days' prior written notice.

## 5.2 Taxes and Government-Mandated Fees

Customer is solely responsible for all Taxes applicable to the Services. OPIQUAD will itemize applicable Taxes on each invoice. Taxes include, without limitation: federal, state, and local excise taxes; sales and use taxes; Illinois Telecommunications Excise Tax; Chicago Telecommunications Tax (where applicable); E911/emergency services fees; universal service fund contributions; rights-of-way and franchise fees. Taxes and government-mandated surcharges may change without advance notice to reflect changes in law or regulatory requirements.

## 5.3 Regulatory Recovery Fee

OPIQUAD may assess a Regulatory Recovery Fee to help offset costs of complying with federal and state regulatory programs, including: Federal Universal Service Fund contributions; Telecommunications Relay Service (TRS) fund contributions; Local Number Portability (LNP) administration; and NANP administration fees. This fee is not a government-mandated tax. It may be updated periodically without advance notice.

## 5.4 Regulatory Compliance

Services are provided in compliance with applicable FCC rules and the Illinois Public Utilities Act (220 ILCS 5/), including CPNI protections (47 U.S.C. § 222), CALEA, Truth in Billing, and applicable ICC rules and orders.

# SECTION 6 — TERMINATION AND TERMINATION CHARGES

## 6.1 Termination Prior to Service Commencement

If Customer cancels after executing a Quote but before the Service Commencement Date, or if OPIQUAD is unable to commence Services due to Customer's failure to satisfy any Customer Responsibility set forth in Section 3.3, Customer shall pay OPIQUAD: (a) all non-refundable third-party costs and expenses already incurred by OPIQUAD in connection with provisioning or preparing to provision Services at the applicable Service Location(s), including without limitation costs for permits, equipment procurement, circuit orders, construction, engineering, and labor; (b) an administrative fee equal to twenty percent (20%) of such incurred costs and expenses, representing a reasonable pre-estimate of OPIQUAD's internal administrative costs; and (c) any costs arising from contracts entered into by OPIQUAD with third-party vendors in connection with the affected Service Location(s), whether or not such work has been completed. These amounts shall be invoiced to Customer and are due within fifteen (15) days of the invoice date. No amounts previously paid by Customer are refundable. OPIQUAD may, in its sole discretion and upon written notice, cancel the affected Quote and terminate Services at the applicable Service Location(s) without further liability to Customer.

## 6.2 Termination for Convenience by Customer

Customer may terminate any Service upon thirty (30) days' prior written notice at any time during a committed Service Term, subject to payment of the applicable Termination Charge within thirty (30) days of the termination effective date. The Termination Charge equals the sum of all remaining MRCs for the unexpired committed Service Term, plus any outstanding NRCs and charges. Under no circumstances does Opiquad owe a partial month refund for a final month of service, including the final month that is billed via termination notices.

## 6.3 Termination for Customer Default

OPIQUAD may terminate this Agreement or suspend any Service upon the following Customer defaults, subject to the applicable notice and cure:

- Failure to pay any undisputed invoiced amount: five (5) business days' written notice and cure period.
- Any other material breach of this Agreement: thirty (30) days' written notice and cure period.
- Customer insolvency, bankruptcy filing, general assignment for benefit of creditors, or receivership: immediate termination; no notice or cure period required.
- Use of Services for any illegal purpose or in a manner creating imminent risk to the OPIQUAD Network or other customers: immediate suspension or termination without notice.

Upon termination for Customer default, Customer shall pay all accrued charges, the full Termination Charge, and OPIQUAD's reasonable attorneys' fees and collection costs.

## 6.4 Termination for OPIQUAD Default

If OPIQUAD materially breaches this Agreement and fails to cure within thirty (30) days of Customer's written notice specifying the breach in reasonable detail, Customer may terminate the affected Service without a Termination Charge. Customer's sole remedy shall be a credit equal to the prorated MRC for the month in which OPIQUAD's uncured breach occurred.

## 6.5 Termination by OPIQUAD Prior to Service Commencement

OPIQUAD may cancel any Quote prior to the Service Commencement Date without penalty if OPIQUAD determines, in its sole discretion, that Services cannot be technically or commercially provided as ordered.

## 6.6 Effect of Termination

Upon termination or expiration of any Service: (a) OPIQUAD may immediately discontinue the Service; (b) OPIQUAD may delete Customer data stored on OPIQUAD systems within thirty (30) days unless Customer provides written export instructions within that period (export at Customer's expense); (c) Customer must permit OPIQUAD to retrieve all OPIQUAD Equipment during reasonable working hours within five (5) business days; (d) all Licensed Software licenses terminate automatically; and (e) Customer is not entitled to any refund of setup, installation, or other previously paid amounts. Customer must reimburse OPIQUAD for reasonable labor and travel expenses incurred to remove Equipment under Termination.

## 6.7 Return of OPIQUAD Equipment

Customer must return all OPIQUAD Equipment in good working condition (normal wear and tear excepted) within five (5) business days of the termination date. Customer bears the risk of loss for OPIQUAD Equipment until OPIQUAD physically recovers it. Failure to return OPIQUAD Equipment, or return of damaged or destroyed equipment, results in a Replacement Charge equal to OPIQUAD's then-current replacement cost for equivalent equipment, payable immediately.

## 6.8 Survival

The following Sections survive expiration or termination: 1 (Definitions), 4 (for amounts accrued), 5.2–5.3 (regulatory fees accrued), 6 (Termination Charges), 8 (Limitation of Liability), 9 (Indemnification), 10 (Confidentiality), 15 (Governing Law), and any other provision which by its nature should survive.

# SECTION 7 — SERVICE LEVEL AGREEMENTS

## 7.1 General

**SLA credits are Customer’s sole and exclusive remedy** for OPIQUAD’s failure to meet any service level target. SLA credits have no cash value and are applied as a credit to future invoices only.

## 7.2 Availability Targets

OPIQUAD’s network and services shall target the following monthly availability levels, measured on a calendar-month basis and excluding Force Majeure Events, scheduled maintenance windows, and Customer-caused outages:

Service Category	Availability Target	Max Monthly Credit
Dedicated Fiber Circuits	99.9% Monthly Availability	100% of 1 month MRC
Fixed Wireless Access / WISP	99.5% Monthly Availability	100% of 1 month MRC
Colocation (Power & Connectivity)	100% Facility Target	100% of 1 month MRC
VoIP / UCaaS / eFax	99.9% Monthly Availability	100% of 1 month MRC
Cloud / VPS / IaaS	99.9% Monthly Availability	100% of 1 month MRC
BaaS / DRaaS	99.9% Monthly Availability	100% of 1 month MRC
Email / Web Hosting	99.9% Monthly Availability	100% of 1 month MRC
RMM / XDR / STaaS	99.9% Monthly Availability	100% of 1 month MRC
Cross Connects	99.9% Monthly Availability	100% of 1 month MRC

Note: Fixed Wireless SLA targets (99.5%) reflect the inherent characteristics of radio-frequency transmission and environmental factors. See Section 13 for additional FWA-specific terms.

## 7.3 Network Performance Targets

OPIQUAD’s IP network targets: (a) aggregate monthly round-trip latency of 40ms or less between OPIQUAD Points of Presence within the contiguous 48 states; and (b) aggregate monthly average packet loss not exceeding 0.1%.

## 7.4 Outage Definition

An “Outage” is a continuous period of service unavailability exceeding five (5) consecutive minutes resulting from a failure within OPIQUAD’s infrastructure. An Outage commences when Customer opens a trouble ticket with OPIQUAD and terminates when the ticket is closed (or system provided evidence of resolution of Outage Event, whichever is sooner). Outages exclude but are not limited to: scheduled maintenance with 48 hours’ prior notice; Force Majeure Events; Customer-caused failures or CPE failures; failures due to third-party carrier networks; and, for Fixed Wireless services, outages caused by environmental factors described in Section 13.

## 7.5 SLA Credit Procedure

To receive an SLA credit, Customer must: (a) open a trouble ticket with OPIQUAD during or immediately after the Outage; (b) cooperate reasonably in OPIQUAD’s diagnosis and remediation; and (c) submit a written credit request within thirty (30) days of the Outage. Credits are calculated as one (1) day of prorated MRC per hour of

Outage (or fraction thereof). Monthly cumulative credits shall not exceed one (1) month's MRC for the affected Service.

## 7.6 Extended Outage Termination Right

An Outage of forty-eight (48) or more consecutive hours resulting from OPIQUAD's infrastructure failure entitles Customer to terminate the affected Service without a Termination Charge, upon written notice given within thirty (30) days of the qualifying Outage.

# SECTION 8 — LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

## 8.1 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OPIQUAD'S TOTAL AGGREGATE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO OPIQUAD FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## 8.2 Exclusion of Consequential Damages

IN NO EVENT SHALL OPIQUAD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, COST OF SUBSTITUTE SERVICES, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER OPIQUAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY.

## 8.3 Additional Exclusions

OPIQUAD HAS NO LIABILITY FOR: (a) CUSTOMER DATA LOST OR CORRUPTED; (b) THIRD-PARTY ACTS, INCLUDING CARRIER FAILURES, DENIAL-OF-SERVICE ATTACKS, OR UNAUTHORIZED ACCESS BY THIRD PARTIES; (c) SERVICE FAILURES CAUSED BY CUSTOMER'S OWN EQUIPMENT, NETWORK, OR ACTIONS; (d) FORCE MAJEURE EVENTS; (e) HIGH-RISK ACTIVITIES; OR (f) FOR FIXED WIRELESS SERVICES, SIGNAL DEGRADATION OR INTERRUPTION CAUSED BY ENVIRONMENTAL, ATMOSPHERIC, OR PHYSICAL OBSTRUCTIONS BEYOND OPIQUAD'S CONTROL.

## 8.4 Disclaimer of Warranties

THE SERVICES, OPIQUAD EQUIPMENT, OPIQUAD NETWORK, AND LICENSED SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE." OPIQUAD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AND TITLE. OPIQUAD DOES NOT WARRANT THAT SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM HARMFUL COMPONENTS.

## 8.5 High-Risk Activities

THE SERVICES ARE NOT DESIGNED OR CERTIFIED FOR HIGH-RISK ACTIVITIES. CUSTOMER EXPRESSLY ASSUMES ALL RISK OF LOSS, INJURY, OR LIABILITY ARISING FROM ANY USE OF THE SERVICES IN CONNECTION WITH HIGH-RISK ACTIVITIES.

## 8.6 Customer Financial Obligations Not Limited

Nothing in this Section limits Customer's obligation to pay all MRCs, NRCs, Termination Charges, Late Fees, Replacement Charges, or any other amounts owed to OPIQUAD under this Agreement.

## SECTION 9 — INDEMNIFICATION

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### 9.1 Customer Indemnification

Customer shall indemnify, defend (with counsel reasonably acceptable to OPIQUAD), and hold harmless OPIQUAD and its affiliates, officers, directors, employees, and agents from and against any and all claims, losses, costs (including reasonable attorneys' fees), damages, actions, and proceedings ("Claims") arising out of or relating to: (a) Customer's breach of any term of this Agreement or the AUP; (b) Customer's negligence or willful misconduct; (c) Customer's misuse of the Services or OPIQUAD Equipment; (d) property damage or personal injury caused by Customer or its agents at Service Locations; (e) Customer's transmission of unlawful, infringing, defamatory, or harmful content; or (f) Customer's violation of any applicable law or regulation.

### 9.2 OPIQUAD Indemnification

Subject to the limitations of Section 8, OPIQUAD shall indemnify, defend, and hold harmless Customer from and against Claims arising out of: (a) OPIQUAD's gross negligence or willful misconduct while performing work at Customer's Service Location; (b) OPIQUAD's material breach of this Agreement; or (c) infringement of a third-party U.S. patent or copyright by OPIQUAD Equipment or Licensed Software as originally provided by OPIQUAD.

### 9.3 Procedure

The indemnified Party shall promptly notify the indemnifying Party in writing of any Claim, grant the indemnifying Party sole control of the defense and settlement, and cooperate fully. The indemnifying Party shall not settle any Claim imposing obligations on the indemnified Party without its prior written consent.

## SECTION 10 — CONFIDENTIALITY, PRIVACY, AND DATA PROTECTION

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### 10.1 Confidential Information

Each Party shall hold in strict confidence and not disclose to any third party any Confidential Information of the other Party without prior written consent, using at least the same care used to protect its own confidential information (no less than reasonable care). Exceptions apply to: (a) information already publicly known through no fault of the receiving Party; (b) information rightfully received from a third party without restriction; (c) information independently developed; or (d) disclosures required by law or court order (with prior notice to the other Party where legally permissible).

### 10.2 CPNI Protections

OPIQUAD protects Customer Proprietary Network Information (CPNI) in compliance with 47 U.S.C. § 222 and applicable FCC rules. OPIQUAD will not use or disclose CPNI without Customer's approval except as permitted by law for billing, network operations, legal compliance, and fraud prevention.

### 10.3 Privacy Policy

OPIQUAD's Privacy Policy (Exhibit A) governs collection, use, and disclosure of Customer personal information and complies with applicable federal law and the Illinois Personal Information Protection Act (815 ILCS 530/).

### 10.4 Data Breach Notification

OPIQUAD will notify Customer at no charge and the disclosure notification shall be made within reasonable time, in compliance with the Illinois Personal Information Protection Act.

### 10.5 Network Monitoring

OPIQUAD reserves the right to monitor network usage, traffic volumes, and content traversing its network to: manage performance; detect AUP violations; comply with legal obligations; and protect network security and integrity. Customer consents to such monitoring by signing this Agreement.

## SECTION 11 — ACCEPTABLE USE POLICY

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### 11.1 AUP Compliance

Customer's use of all Services is subject to OPIQUAD's Acceptable Use Policy (Exhibit B), as amended from time to time. Any violation of the AUP by Customer or any user of Customer's account constitutes a material breach of this Agreement entitling OPIQUAD to immediately suspend or terminate Services.

### 11.2 Core Prohibitions

Without limiting the AUP, Customer shall not use the Services to:

- Violate any applicable federal, state, or local law, rule, or regulation.
- Transmit spam, conduct phishing, or engage in any deceptive or fraudulent activity.
- Upload, transmit, or distribute malware, viruses, ransomware, or other harmful code.
- Infringe any intellectual property rights of any third party.
- Harass, threaten, or harm any person.
- Access or tamper with any computer system, network, or data without authorization.
- Resell or distribute Services without OPIQUAD's prior written consent.
- Engage in any activity that adversely affects the OPIQUAD Network or other customers' service quality.

### 11.3 OPIQUAD's Remedies

OPIQUAD may immediately suspend or terminate Customer's access to any Service if OPIQUAD reasonably determines Customer is violating this Section or the AUP. OPIQUAD is not obligated to provide notice before taking emergency action to protect the OPIQUAD Network or other customers.

## SECTION 12 — VoIP, UCaaS, AND E911 PROVISIONS

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### 12.1 E911 Acknowledgment

CUSTOMER ACKNOWLEDGES AND AGREES THAT OPIQUAD'S VOIP AND UCaaS SERVICES DO NOT SUPPORT TRADITIONAL 911 OR E911 SERVICE IN THE SAME MANNER AS CONVENTIONAL LANDLINE TELEPHONE SERVICE. CUSTOMER MUST MAINTAIN AN ALTERNATE MEANS OF ACCESSING EMERGENCY SERVICES AT ALL TIMES.

### 12.2 E911 Registration

Customer must register a valid physical service address with OPIQUAD for each VoIP telephone number before placing any calls. 911 calls will be routed based on the registered address. Customer must update the registered address promptly whenever the VoIP device or service is relocated. Failure to maintain an accurate registered address may result in 911 calls being routed to an incorrect emergency response center.

### 12.3 E911 Service Limitations

E911 may not function under the following circumstances, and Customer expressly assumes all associated risks:

- Power failures or interruptions at Customer's premises.
- Internet service outages from any cause.
- Port blocking by Customer's ISP or broadband provider.
- Network congestion.

- VoIP device use at any location other than the registered service address without re-registration.
- Use with softphones, virtual numbers, or non-interconnected configurations.

## 12.4 Customer Notification Obligations

Customer must inform all users, employees, and residents who may use the VoIP Services of E911 limitations and the unavailability of traditional 911 service. Customer must prominently display OPIQUAD-provided E911 limitation notices on or near all VoIP equipment.

## 12.5 No Liability for E911 Failures

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OPIQUAD DISCLAIMS ALL LIABILITY FOR: (a) FAILURES OR UNAVAILABILITY OF E911; (b) INCORRECT ROUTING OF 911 CALLS; (c) FAILURE OF EMERGENCY RESPONSE CENTERS TO ANSWER OR RESPOND; OR (d) ANY LOSS, INJURY, OR DAMAGE ARISING FROM CUSTOMER'S RELIANCE ON THE VOIP E911 SERVICE IN AN EMERGENCY. CUSTOMER WAIVES ALL CLAIMS AGAINST OPIQUAD ARISING FROM E911 FAILURES EXCEPT THOSE CAUSED BY OPIQUAD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## 12.6 Abuse of 911 Service

Placing non-emergency, test, or prank calls to 911 is a violation of federal and state law and this Agreement, and may result in immediate termination of VoIP Services and referral to appropriate authorities.

# SECTION 13 — FIXED WIRELESS ACCESS AND WISP SERVICES

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## 13.1 Nature of Fixed Wireless Service

Fixed Wireless Access (FWA) service is delivered via radio-frequency (RF) transmissions over licensed or unlicensed spectrum between OPIQUAD's access point(s), tower(s), or distribution nodes and radio equipment installed at Customer's premises. Customer acknowledges and agrees that FWA service has inherent technical characteristics that differ from wireline broadband, including:

- Performance that may vary based on distance from OPIQUAD's access point or tower, terrain, and local RF environment.
- Potential susceptibility to interference from other wireless devices, electrical equipment, and radio transmitters operating in the same frequency bands.
- Susceptibility to signal degradation or complete loss due to atmospheric conditions, including heavy precipitation (rain fade), dense fog, ice accumulation on antenna equipment, and extreme heat or cold affecting equipment performance.
- Susceptibility to signal obstruction caused by physical objects including buildings, trees, foliage, vegetation growth, and man-made structures that may develop between Customer's premises and OPIQUAD's transmission point after service installation.
- Throughput, latency, and availability that may be affected by concurrent usage levels within OPIQUAD's wireless distribution network (contention-based shared bandwidth on unlicensed tiers).

## 13.2 Line of Sight and Site Survey

Before service is installed, OPIQUAD or its authorized technician will conduct a site survey to assess signal availability and suitability at Customer's premises. Customer acknowledges that: (a) a satisfactory site survey is a condition precedent to service installation; (b) OPIQUAD may decline to provide FWA service at any location where a viable signal path cannot be established; and (c) if signal quality degrades materially after installation due to physical obstructions or environmental changes not in existence at the time of installation, OPIQUAD will use commercially reasonable efforts to restore service but is not liable for service interruptions attributable to such changes.

## 13.3 Customer Obligations for FWA

For Fixed Wireless service, Customer shall, at Customer's sole expense:

- Grant OPIQUAD and its authorized technicians access to Customer's rooftop, exterior walls, or other mounting surfaces as necessary to install, maintain, align, and remove OPIQUAD's antenna and radio equipment.
- Obtain all necessary permissions, consents, and authorizations from landlords, building owners, homeowners associations, or any other relevant third parties for the installation of OPIQUAD's equipment at the Service Location.
- Ensure that the mounting surface at the Service Location is structurally sound and suitable for equipment installation, and notify OPIQUAD of any known structural limitations.
- Not permit any construction, planting of vegetation, installation of structures, or any other activity that Customer knows or reasonably should know will obstruct the signal path between OPIQUAD's transmission point and Customer's equipment.
- Promptly notify OPIQUAD of any physical changes at or near the Service Location that may affect signal quality, including new construction by third parties, vegetation growth, or installation of new equipment by other parties.
- Provide uninterrupted AC power to OPIQUAD's CPE/radio equipment at the Service Location. OPIQUAD strongly recommends Customer maintain UPS backup power to preserve service continuity during brief power interruptions.
- Not tamper with, realign, adjust, or reposition any OPIQUAD antenna or radio equipment. Any misalignment caused by Customer may result in service outage and a service call charge at OPIQUAD's then-current hourly rate.

### 13.4 Equipment Ownership and Removal

All antenna equipment, radios, mounting hardware, cable, and related components installed by OPIQUAD at Customer's premises remain OPIQUAD's property at all times. Upon expiration or termination of FWA service, Customer shall provide OPIQUAD access to remove all OPIQUAD equipment within ten (10) business days. OPIQUAD will restore the mounting surface to reasonable condition following removal, but is not responsible for repainting, plastering, or cosmetic restoration beyond filling penetration holes. If Customer fails to provide removal access, Customer shall reimburse OPIQUAD for all reasonable costs incurred in obtaining access.

### 13.5 Speeds and Performance

FWA service is provided at the speed tier(s) identified in the accepted Quote. Quoted speeds represent **maximum theoretical throughput** under optimal conditions and are not guaranteed at all times. OPIQUAD will use commercially reasonable efforts to deliver consistent performance. Actual speeds may vary based on the factors described in Section 13.1. OPIQUAD's FWA services are subject to the FCC's broadband transparency and disclosure requirements under 47 C.F.R. Part 8, and network performance data is available at [www.opiquad.com/legal/](http://www.opiquad.com/legal/).

### 13.6 FWA-Specific SLA and Service Credits

FWA service is provided under a 99.5% monthly availability target as set forth in Section 7. The following circumstances are expressly excluded from FWA Outage calculations and are not eligible for SLA credits:

- Signal degradation or interruption caused by precipitation (rain, snow, ice, hail) or atmospheric events.
- Signal obstructions caused by vegetation growth, third-party construction, or other physical changes to the environment not caused by OPIQUAD.
- Outages resulting from power failures at Customer's premises.
- Outages caused by Customer's misalignment, tampering, or unauthorized adjustment of OPIQUAD equipment.
- Interference from third-party RF sources or Customer's own equipment.
- Outages resulting from OPIQUAD's scheduled maintenance (with 48 hours' advance notice).
- Outages caused by Force Majeure Events.

### 13.7 FWA and Emergency Services

If Customer uses OPIQUAD's VoIP or UCaaS services delivered over a Fixed Wireless connection, Customer acknowledges that FWA service may be unavailable during power outages, severe weather, or other disruptions,

which will also render the VoIP/UCaaS service and any associated E911 service unavailable. The E911 limitations of Section 12 apply with full force to VoIP and UCaaS services delivered over Fixed Wireless connections. OPIQUAD strongly recommends that Customers using VoIP over FWA maintain an independent cellular or POTS line as a backup means of accessing emergency services.

### 13.8 Spectrum and Regulatory Compliance

OPIQUAD's Fixed Wireless services are operated in compliance with applicable FCC rules and spectrum licenses, including Part 15 (unlicensed) and applicable licensed spectrum regulations. OPIQUAD reserves the right to modify transmission frequencies, power levels, or technology platforms to maintain regulatory compliance or improve network performance, provided that any material change that adversely affects service quality will be communicated to Customer with thirty (30) days' advance notice where practicable.

### 13.9 Weather Events and Service Continuity

OPIQUAD strongly recommends that Customers relying on FWA for mission-critical communications maintain a backup connectivity option (e.g., LTE/5G failover, secondary wireline connection). OPIQUAD offers redundancy and failover solutions; contact your OPIQUAD representative for information on available options. Service interruptions caused solely by weather events or atmospheric conditions do not qualify for SLA credits and do not constitute a breach of this Agreement by OPIQUAD.

## SECTION 14 — COLOCATION-SPECIFIC PROVISIONS

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### 14.1 License to Use

Colocation Services provide Customer a non-exclusive, non-transferable license to access and use designated cabinet, rack, or cage space ("Customer Space") within OPIQUAD's data center for installing, operating, and maintaining Customer's own equipment. This license does not grant any real property interest in the data center or Customer Space.

### 14.2 Customer Equipment

Customer Equipment remains Customer's sole property. Customer is solely responsible for insuring, maintaining, and replacing Customer Equipment. OPIQUAD assumes no liability for damage to or loss of Customer Equipment except to the extent caused by OPIQUAD's gross negligence or willful misconduct.

### 14.3 Data Center Rules

Customer must comply with OPIQUAD's Data Center Rules of Conduct (posted at [opiquad.com/legal/](https://opiquad.com/legal/) and amended from time to time), including without limitation: physical access protocols; no food or beverages in the data center; no smoking; equipment installation and removal notification; power and cooling usage limits (maximum 80% of rated circuit capacity per NEC); no hazardous materials; and no signage without written approval.

### 14.4 Power

OPIQUAD provides AC power per the applicable Quote. Customer shall not exceed purchased power levels. Overages may result in mandatory plan upgrades. OPIQUAD may charge for excess power consumption at its standard overage rate.

### 14.5 Equipment During Default

If Customer's account is thirty (30) or more days past due, OPIQUAD may restrict data center access to accompanied, business-hours access only. Customer may not remove equipment while in default. If delinquency continues for sixty (60) or more days, Customer grants OPIQUAD a security interest in Customer Equipment to be sold at fair market value to offset outstanding amounts, with surplus returned to Customer.

## SECTION 15 — MISCELLANEOUS PROVISIONS

### 15.1 Force Majeure

Neither Party shall be liable for delay or failure in performance caused by a Force Majeure Event, provided: (a) the affected Party promptly notifies the other Party; (b) the affected Party uses commercially reasonable efforts to mitigate the event; and (c) Customer's obligation to pay for Services actually delivered is not excused. If a Force Majeure Event affecting OPIQUAD's delivery of Services continues for thirty (30) or more consecutive days, Customer may terminate the affected Service without a Termination Charge upon fifteen (15) days' written notice.

### 15.2 Assignment

Customer may not assign, transfer, delegate, or sublicense any right or obligation under this Agreement without OPIQUAD's prior written consent, which may be withheld in OPIQUAD's sole discretion. Any purported assignment without consent is void. OPIQUAD may freely assign this Agreement to any affiliate, successor, or acquirer without Customer's consent. This Agreement binds permitted successors and assigns.

### 15.3 Notices

All notices required under this Agreement shall be in writing and delivered by: (a) personal delivery; (b) nationally recognized overnight courier; or (c) U.S. Certified Mail, Return Receipt Requested. Electronic notice sent to Customer's email address on file is effective upon confirmed delivery. Notices to OPIQUAD must be sent to: **Opiquad, LLC, Attn: Chief Executive Officer, 600 Tollgate Rd, Suite E, Elgin, IL 60123**, with a copy to: [legal@opiquad.com](mailto:legal@opiquad.com).

### 15.4 Governing Law and Venue

This Agreement is governed by the laws of the State of Illinois, without regard to conflict of laws principles, except as preempted by applicable federal law. Any dispute not resolved through good-faith negotiation shall be brought exclusively in the state or federal courts located in Kane County or Cook County, Illinois. Each Party irrevocably consents to personal jurisdiction and venue in such courts and waives any objection based on inconvenient forum.

### 15.5 Entire Agreement

This Agreement, together with the accepted Quote and all Exhibits, constitutes the entire agreement between the Parties and supersedes all prior agreements, proposals, representations, and understandings, whether written or oral.

### 15.6 MSA Versioning, Unilateral Modifications, and Change Log

**15.6.1 Version Control and Public Archive.** OPIQUAD shall maintain a publicly accessible, permanently archived version history of this MSA and all prior versions at [opiquad.com/legal/](http://opiquad.com/legal/) (the "MSA Archive"). Each published version shall bear: (a) a sequential version number (e.g., v1.0, v1.1, v2.0); (b) an effective date; and (c) a written summary of material changes from the prior version. OPIQUAD shall never delete, overwrite, or remove any prior version from the MSA Archive. The version in effect on the date Customer accepts any Quote, and any subsequently effective version that has become effective through the notice process described herein, shall govern Customer's account with respect to all Services.

**15.6.2 OPIQUAD's Right to Modify General Terms.** OPIQUAD reserves the right to unilaterally modify, update, or replace the general terms and conditions of this MSA — including without limitation the AUP, Privacy Policy, service descriptions, SLA credit procedures, support procedures, limitation of liability provisions, indemnification terms, and regulatory fee provisions — at any time, subject to the notice requirements of Section 15.6.3. No re-execution of this MSA by Customer is required for any such modification to become effective and binding on Customer. Customer's continued use of any Service following the expiration of the applicable notice period constitutes Customer's irrevocable acceptance of the updated MSA version.

**15.6.3 Notice of Material Modifications.** For any modification that materially alters Customer's rights or obligations under this MSA (other than regulatory fee and surcharge changes, which may be updated without

advance notice), OPIQUAD shall provide at least thirty (30) days' advance written notice to Customer's email address on file. Such notice shall: (a) identify the new MSA version number and its effective date; (b) provide a plain-language summary of the material changes; (c) include a direct hyperlink to the new version and, where practicable, a redline comparison against the prior version; and (d) state that continued use of Services after the effective date constitutes acceptance, and that Customer may avoid the modification with respect to month-to-month Services by providing a termination notice before the effective date, or with respect to in-term committed Services, by raising a written objection under Section 15.4. OPIQUAD may provide notice by email, invoice message, or customer portal notification; email notice to Customer's address on file is deemed received upon transmission.

**15.6.4 Limitations on Unilateral Modification.** Notwithstanding the foregoing, OPIQUAD may not unilaterally modify, mid-term, the following terms of any currently active, in-term accepted Quote without Customer's prior written consent: (a) the MRC or committed price expressly stated in the accepted Quote, except as permitted by Section 5.1; (b) the committed Service Term duration; or (c) the Termination Charge formula applicable to that Quote. For the avoidance of doubt, OPIQUAD's right to adjust pricing pursuant to Section 5.1 (including the annual 5% cap during committed terms) is not affected by this Section.

**15.6.5 Customer Modification Log.** OPIQUAD shall maintain an internal modification log for each customer account documenting: (a) the date each notice of MSA modification was sent; (b) the email address(es) to which notice was sent; (c) the prior MSA version number; (d) the new MSA version number and its effective date; (e) a brief description of the material changes; and (f) Customer's response, if any (explicit acceptance, termination notice, written objection, or no response — which constitutes deemed acceptance). This log shall be retained for a minimum of seven (7) years and shall be admissible as business records evidence of proper notice and acceptance in any dispute proceeding. Upon written request, OPIQUAD will provide Customer with a copy of the modification log entries specific to Customer's account.

**15.6.6 Quote Version References.** Each Quote issued by OPIQUAD after the initial execution of this MSA shall identify the then-current MSA version number and effective date in substantially the following form: 'This Quote is governed by the OPIQUAD Master Service Agreement [Version X.X, effective (date)], available at [opiquad.com/legal/](https://opiquad.com/legal/). By accepting this Quote, Customer confirms its agreement to be bound by that MSA version as then in effect and as subsequently amended in accordance with its terms.' The absence of a version reference on any particular Quote does not affect the applicability of this MSA; the version in effect on the date of Quote acceptance shall govern in all cases.

**15.6.7 No Re-Execution Required for Updates.** Customer expressly acknowledges and agrees that: (a) this Agreement was designed and executed as a standing, long-term framework; (b) the ability to update general terms without re-execution is a material and bargained-for feature of this Agreement that OPIQUAD relies upon in pricing and delivering its Services; (c) Customer had full opportunity to review this provision before signing; and (d) Customer waives any right to require a new or re-executed MSA as a condition of continued service delivery following any MSA update properly noticed under this Section.

## 15.7 Waiver and Severability

No failure or delay by either Party in exercising any right constitutes a waiver. If any provision of this Agreement is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions remain in full force.

## 15.8 No Agency or Partnership

The Parties are independent contractors. Nothing in this Agreement creates any agency, partnership, joint venture, franchise, or employment relationship.

## 15.9 Software License

To the extent Customer uses Licensed Software, OPIQUAD grants Customer a personal, non-exclusive, non-transferable, limited license to use the Licensed Software during the Service Term solely to access and use the

applicable Service. Customer shall not reverse engineer, decompile, disassemble, copy, or create derivative works from any Licensed Software.

### 15.10 Intellectual Property

All right, title, and interest in the Services, OPIQUAD Network, OPIQUAD Equipment, Licensed Software, and all intellectual property embodied therein remain exclusively with OPIQUAD or its licensors. Nothing in this Agreement transfers any intellectual property rights to Customer.

### 15.11 Compliance with Laws

Each Party shall comply with all applicable federal, state, and local laws and regulations, including without limitation: the Communications Act of 1934 (as amended); TCPA; CAN-SPAM; CALEA; FCC rules including CPNI regulations; Illinois Public Utilities Act (220 ILCS 5/); Illinois Personal Information Protection Act (815 ILCS 530/); and all applicable FCC and ICC rules and orders.

### 15.12 Business Representation

Customer represents and warrants that Customer has full legal authority to enter into and perform this Agreement. If Customer is a business entity, the individual signing on Customer's behalf represents that they are duly authorized to bind Customer.

## CUSTOMER ACCEPTANCE AND SIGNATURE

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**BY SIGNING BELOW, CUSTOMER CONFIRMS THAT:** (1) Customer has read, understood, and agrees to be bound by all terms and conditions of this Master Service Agreement and all incorporated documents; (2) Customer has had the opportunity to seek independent legal counsel; (3) the individual signing is duly authorized to bind Customer to this Agreement; and (4) this Agreement is enforceable against Customer upon Customer's signature, without any further action or countersignature by OPIQUAD.

**OPIQUAD's acceptance** of this Agreement is expressed through its provisioning and delivery of Services to Customer following Customer's execution. OPIQUAD's failure to deliver Services at any time does not relieve Customer of obligations already incurred under this Agreement.

## CUSTOMER

Customer Legal Name (Business or Individual):

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Authorized Signatory — Printed Name:

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Title / Position:

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Customer Signature:

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Date of Signature:

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Customer Billing Email:

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**Electronic Signature Notice:** This Agreement may be executed by electronic signature, which shall be deemed an original signature for all purposes and shall be fully binding on Customer to the same extent as a wet ink signature, in accordance with the Illinois Electronic Commerce Security Act (5 ILCS 175/) and the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.). Electronic signatures captured through OPIQUAD’s designated notarization or e-signature platform, including associated timestamps, audit trails, and identity verification records, constitute legally binding and admissible evidence of Customer’s execution of this Agreement.

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**OPIQUAD, LLC — Provider (No Countersignature Required)**

Opiquad, LLC · 600 Tollgate Rd, Suite E, Elgin, IL 60123 · (847) 742-4623 · support@opiquad.com

This Agreement is accepted by OPIQUAD through its act of providing Services following Customer’s execution.

## EXHIBIT A — PRIVACY POLICY

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OPIQUAD's current Privacy Policy is incorporated herein by reference and is available at [opiquad.com/legal/](https://opiquad.com/legal/). A printed copy is attached to executed originals of this Agreement and is delivered to Customer electronically together with this MSA.

## EXHIBIT B — ACCEPTABLE USE POLICY

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OPIQUAD's current Acceptable Use Policy is incorporated herein by reference and is available at [opiquad.com/legal/](https://opiquad.com/legal/). A printed copy is attached to executed originals of this Agreement and is delivered to Customer electronically together with this MSA.

## EXHIBIT C — E911 CUSTOMER ACKNOWLEDGMENT

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**APPLICABLE TO:** Customers subscribing to VoIP, UCaaS, or eFax services only. If Customer has not ordered any of these services, this Exhibit does not apply and need not be signed.

By signing below, Customer acknowledges receipt and full understanding of the following:

- OPIQUAD's VoIP and UCaaS services do not provide traditional 911 or E911 service.
- E911 calls will be routed based on the registered physical address Customer provides to OPIQUAD. Customer must update this address whenever the VoIP device is relocated.
- E911 service WILL NOT function during power outages, internet outages, or network disruptions.
- Customer must maintain an alternate means of accessing emergency services (e.g., cellular phone) at all times.
- Customer must notify all users, residents, and employees of these limitations.
- Customer must display OPIQUAD-provided E911 warning labels on or near all VoIP equipment.
- OPIQUAD's liability for E911 failures is disclaimed to the maximum extent permitted by law.
- Misuse of 911 service (non-emergency, test, or prank calls) is a violation of federal and state law and this Agreement.

Customer Signature:

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Printed Name:

---

Date:

---

VoIP / UCaaS Phone Number(s):

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911 Registered Service Address:

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