

## SERVICES AGREEMENT

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This Services Agreement (this “Agreement”), dated as of \_\_\_\_\_ (the “Effective Date”), is by and between LiveOak Fiber LLC, a Delaware entity (the “Service Provider”) and the customer indicated in the signature lines below (the “Customer”).

WHEREAS, Service Provider has the capability and capacity to provide certain information, telecommunications, and other services; and

WHEREAS, Customer desires to retain Service Provider to provide the said services under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer (hereinafter, collectively, the “Parties”, or each, individually, a “Party”) agree as follows:

1. Services. Service Provider shall provide to Customer the services (the “Services”) set out in one or more service orders to be issued by Customer and accepted by Service Provider (each, a “Service Order”). The initial accepted Service Order is attached hereto as Exhibit A. Additional Service Orders shall be deemed accepted and incorporated into this Agreement when signed by both Parties. The Services are provided pursuant to the terms of this Agreement, the Service Order, the Service Provider Terms and Conditions, and all Service Provider policies applicable to the particular Services provided to Customer.

2. Fees and Expenses. For the Services to be performed hereunder, the Customer will pay the Service Provider fees determined in accordance with the fee schedule set forth in each Service Order. Unless otherwise provided in the Service Order: (a) the fees will be payable within 30 days from the invoice date; or Terms and Conditions, said fee will be payable within 30 days of receipt by the Customer of an invoice (b) Customer is responsible for paying all charges associated with the Services, including, all customary surcharges and government imposed fees and charges that relate to the Services; (c) a late payment charge of 1.5% per month applies to any unpaid balance carried forward from a monthly bill to the next month’s bill; and (d) a fee of \$25.00 (or the highest amount permitted by governing law) will apply for any Customer check that is dishonored or when an automatic debit or credit card is declined or reversed. In the event that the Service Provider is required to pursue collection activities to collect amounts owed from Customer, Service Provider shall be entitled to recover from the Customer all costs and expenses incurred at all levels of the dispute resolution process in Service Provider’s pursuit of such amounts owed.

.from Service Provider accompanied by documentation reasonably requested by the Customer evidencing all charges.

3. Service Level Commitment and Warranty Disclaimer. Each party shall perform its respective rights and obligations hereunder in accordance with the authorizations obtained by it and all applicable laws, rules and regulations imposed by any governmental authority. Service Provider commits to provide the Services in accordance with the Services Levels as set forth in the applicable Service Order, as applicable. THE SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES AND THE SERVICE PROVIDER SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Term, Termination, and Limits of Liability.

a. This Agreement shall commence as of the Effective Date and shall continue for a period of [INSERT MONTHS] months, or until the completion of the Services under all Service Orders, whichever occurs later, unless sooner terminated pursuant to this Section or a Service Order.

b. Either Party may terminate this Agreement, effective upon written notice to the other Party (the “Defaulting Party”), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 20 days after receipt of written notice of such breach; (ii) makes a general assignment for the benefit of creditors, or becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not dismissed or vacated within 45 days after filing;

(iii) is dissolved or liquidated or takes any corporate action for such purpose.

c. Upon termination of this Agreement due to Customer's default, then Service Provider shall be entitled to discontinue performance of its obligations under the Service Orders and this Agreement, in addition to all other available rights and remedies.

d. Early Termination. Either Party may terminate this Service Order or the Agreement with thirty (30) days' prior written notice. Upon early termination, all unpaid fees accrued until termination are due immediately. Further, if the Customer terminates in the first, second, or third year, a fee of 75%, 50%, or 25% of the remaining agreement fees, respectively, will be due immediately. This early termination fee reflects the remaining time in the initial term of the Agreement. Any previously unpaid expenses incurred will also become due immediately upon termination. This termination will nullify all rights and obligations under this Agreement, except those expressly intended to persist after termination.

e. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, OR PROFIT, ARISING IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

f. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, EACH PARTY'S LIABILITY TO THE OTHER FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR TO BE PAID BY CUSTOMER FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT.

g. Upon termination of this Agreement for any reason, those provisions of the Agreement which by their nature should survive the termination of the Agreement, shall so survive.

## 5. Dispute Resolution.

a. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, both in substance and procedure.

b. Venue and Jurisdiction. The Parties agree that the venue and jurisdiction for the resolution of any dispute under this Agreement or otherwise between the Parties shall be proper only in the State of Florida.

c. Arbitration. The Parties agree that any dispute that arises between the Parties or that, in any way, arises out of or relates to, whether directly or indirectly, this Service Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Service Agreement, shall be settled by binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Each Party shall pay their own costs for Arbitration unless the Arbitrator determines otherwise.

d. Waiver of Jury Trial: The Parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury with respect to any action, defense, counterclaim, or other proceeding arising under or in any way related to this Agreement.

e. Class Action Waiver. The Parties agree to only resolve disputes on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

~~a. Choice of Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. The venue and jurisdiction for the resolution of any dispute shall be proper only in Glynn County, Georgia.~~

~~Arbitration. The parties agree that any dispute that arises out of or that relates to this Service Agreement or the breach, termination, enforcement, interpretation, or~~

~~validity thereof, including the determination of the scope or applicability of this Service Agreement, shall be determined by arbitration pursuant to JAMS' Streamlined Arbitration Rules and Procedures.~~

6. General Provisions.

a. Assignment. Neither pParty shall have the right to assign the Agreement without the other pParty's prior written consent, not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Service Provider shall have the right, without the consent of Customer, to assign the Agreement to an affiliate of Service Provider, or to an entity acquiring all or substantially all the assets or equity of Service Provider, or to an entity resulting from a merger, consolidation or other corporate reorganization of Service Provider. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

b. Notices and Method of Delivery. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as indicated below the signature lines below, or at such other address as may be designated in writing to the other pParty. Unless otherwise provided herein, notices from Service Provider to Customer shall be deemed given when: (i) sent by email to Customer's last known eMail address according to Service Provider's records; (ii) hand-delivered or mailed to Customer's premises, or (iii) included in Service Provider's billing statements.

~~b. shall be sent by certified U.S. mail, return receipt requested, or by commercial overnight delivery, and shall be deemed delivered upon receipt (or upon rejection or inability to deliver to address, as applicable).~~

~~c. Amendments; Severability. This Agreement may be amended only by a written instrument executed by the Parties. In the event any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.~~

~~c.~~ d. No Imputed Waiver. No failure to exercise and no delay in exercising, on the part of either Party, any right, power, or privilege set forth in this Agreement shall operate as a waiver of such right, power or privilege.

~~d.~~ e. Relationship of Parties; No Third Party Beneficiaries. It is understood and acknowledged that the Services provided by the Service Provider to the Customer shall be in the capacity of an independent contractor. In addition, it is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit against either pParty pursuant to this Agreement.

~~e.~~ f. Entire Agreement. This Agreement, and any exhibits or attachments attached or to be attached to this Agreement, constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersede all prior negotiations, understandings and agreements between the Parties, whether oral or written.

IN WITNESS WHEREOF, the Parties agree to the terms of this Services Agreement as indicated by signature below, as of the Effective Date written above.

**Service Provider: LiveOak Fiber, LLC**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Address for Notice:**                      LiveOak Fiber, LLC  
808 Gloucester Street  
Brunswick, GA 31520

Consent to Receive SMS Messages. Customer consents to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed) from Service Provider, its agents, representatives, affiliates, or anyone communicating on Service Provider’s behalf at the specific number(s) you have provided to Service Provider, with service-related information, questions about your use of the Services, and/or account and marketing information. Customer certifies, warrants, and represents that the telephone number Customer has provided to Service Provider is Customer’s contact number and not some other party’s number. Customer represents that Customer is permitted to receive calls and text messages at the telephone number Customer has provided to Service Provider. Customer agrees to promptly alert Service Provider whenever Customer stops using a telephone number. Service Provider and its agents, representatives, affiliates, and anyone calling on Service Provider’s behalf may use such means of communication described in this section even if you will incur costs to receive such phone messages, text messages, e-mails, or other means. Standard message and data rates may apply to all SMS messages (including text messages). Service Provider may modify or terminate its SMS messaging services from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to you.

**Customer:** \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Address for Notice:**  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A - SERVICE ORDER**

**Agreement:** This Exhibit is to the Services Agreement with Effective Date of \_\_\_\_\_ by and between LiveOak Fiber LLC, a Delaware entity (the “Service Provider”) and the Customer below.

**Customer:**

**Service Name/Description:**

**Fees, Charges:**

**SLA (if applicable):**

Except to the extent otherwise expressly set forth in this Service Order, this Service Order is governed by the terms and conditions of the Agreement above. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. This Service Order may be modified or amended only by a writing signed by both Parties. The Parties hereto acknowledge having read this Service Order and agree to be bound by its terms.

IN WITNESS WHEREOF, the parties have each caused this Service Order to be signed and delivered by their duly authorized officers, all as of the last date below.

**LiveOak Fiber, LLC**

**Customer:** \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_