

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the ____ day of _____, 2026, (the “Effective Date”), by and between PROJECT MUTUAL TELEPHONE COOPERATIVE ASSOCIATION, INC., an Idaho nonprofit cooperative corporation (hereinafter “PMT”), and _____ (hereinafter “Customer”). PMT and Customer may be referred to individually as a “Party” and collectively as the “Parties”.

1. Purpose and Scope:

This Agreement establishes the general terms and conditions under which PMT provides managed network, telecommunications, cloud-based, managed, or related services (collectively, “Managed Services”) to Customer from time to time. Managed Services may include, without limitation, hosted voice, data transport, network monitoring, managed infrastructure, colocation, cybersecurity, or other network-enabled services offered by PMT. Specific Managed Services, service levels, pricing, and technical specifications shall be described in one or more written Service Orders, statements of work, or service schedules (each, a “Service Order”) executed by the Parties and incorporated herein by reference.

2. Service Orders and Change Control:

2.1. Service Orders. Each Service Order shall reference this Agreement and shall be governed by its terms unless expressly stated otherwise.

2.2. Order of Precedence. In the event of a conflict, the following order shall apply: (a) the Service Order; (b) this Agreement, and (c) any exhibits attached hereto.

2.3. Change Orders. Any modification, expansion, or change to the Managed Services, including changes to scope, service levels, locations, configurations, or deliverables, must be documented in a written change order or amended Service Order executed by PMT. PMT shall have no obligation to perform services outside the agreed scope absent such written approval. Approved changes may result in adjustments to fees, timelines, or service terms.

2.4. No Minimum Commitment. Nothing in this Agreement obligates Customer to purchase, or PMT to provide, any minimum quantity of Managed Services.

3. Term and Termination:

3.1. Term. This Agreement shall commence on the Effective Date and continue until terminated as provided herein.

3.2. Insolvency/Bankruptcy Termination. PMT may terminate this Agreement or any Service Order immediately upon written notice if Customer becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or becomes subject to any proceeding for liquidation or reorganization.

3.3. Termination for Convenience. PMT may terminate this Agreement or any Service Order, in whole or in part, for convenience upon thirty (30) days' written notice to Customer.

3.4. Termination for Cause. Either Party may terminate this Agreement or any Service Order immediately upon written notice if the other Party materially breaches and fails to cure such breach within fifteen (15) days after written notice.

3.5. Effect of Termination. Upon termination, PMT shall cease providing Managed Services, and Customer shall promptly pay all undisputed amounts due for Managed Services provided through the termination date.

4. Compensation and Payment:

4.1. Fees. Customer shall pay PMT the fees set forth in the applicable Service Order.

4.2. Invoices. PMT shall invoice Customer in accordance with the applicable Service Order. Unless otherwise stated, invoices are due and payable within thirty (30) days of the invoice date.

4.3. Suspension for Nonpayment. PMT may suspend Managed Services upon written notice if undisputed amounts remain unpaid for more than fifteen (15) days after the due date.

4.4. Taxes. Fees do not include applicable taxes, surcharges, or governmental assessments, which shall be the responsibility of Customer unless exempt.

5. Relationship of the Parties:

The Parties are independent contracting parties. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship. Customer has no authority to bind PMT.

6. Compliance with Law:

Customer shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation those governing telecommunications, utility safety, right-of-way access, and employment practices.

7. Confidentiality and Network Information:

7.1. Confidential Information. “Confidential Information” includes non-public information relating to PMT’s network, facilities, customers, traffic data, security practices, pricing, and operations, including Customer Proprietary Network Information (“CPNI”).

7.2. Obligations. Customer shall protect Confidential Information using at least reasonable care and shall not disclose or use such information except as necessary to receive Managed Services.

7.3. CPNI Compliance. To the extent applicable, the Parties shall comply with all federal and state laws governing CPNI.

7.4. Survival. Confidentiality obligations shall survive termination of this Agreement.

8. Intellectual Property and Network Access:

8.1. PMT Network. All PMT network infrastructure, systems, software, and facilities used to provide Managed Services shall remain the exclusive property of PMT.

8.2. Limited License. Subject to payment of fees, PMT grants Customer a non-exclusive, non-transferable, revocable license to access and use the Managed Services solely for its internal business purposes.

8.3. Restrictions. Customer shall not resell, sublicense, reverse engineer, or permit unauthorized access to the Managed Services.

9. Insurance:

Customer shall maintain insurance coverage customary for its business and use of the Managed Services, including commercial general liability and workers’ compensation if applicable, and shall provide proof of coverage upon reasonable request.

10. Indemnification:

10.1. By Customer. Customer shall indemnify, defend, and hold harmless PMT, its directors, officers, employees, and members from and against all claims, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys’ fees) arising out of or relating to Customer’s use of the Managed Services, violation of this Agreement, or violation of law.

10.2. By PMT. PMT shall indemnify Customer from all claims arising solely from PMT’s gross negligence or willful misconduct in providing the Managed Services.

11. Warranties and Limitations of Liability:

11.1. Limited Warranty. PMT warrants that it will provide the Managed Services in a commercially reasonable manner consistent with generally accepted industry standards.

11.2. Exclusions. This warranty does not apply to issues caused by Customer misuse, unauthorized modifications, Customer-provided equipment, third-party software or services, normal wear and tear, or events outside PMT's reasonable control.

11.3. Exclusive Remedy. Customer's sole and exclusive remedy for breach of this warranty shall be, at PMT's option, re-performance of the affected Managed Services or a prorated service credit.

11.4. Limitation of Liability. Except for payment obligations, breaches of confidentiality, or willful misconduct, neither Party shall be liable for indirect, incidental, special, or consequential damages, including loss of data, revenue, or profits. PMT's aggregate liability arising out of this Agreement shall not exceed amounts paid by Customer to PMT in the twelve (12) months preceding the event giving rise to the claim.

12. Service Availability, Dependencies, and Force Majeure:

12.1. Service Availability. Managed Services are provided on a commercially reasonable basis. Any service level commitments shall be set forth exclusively in an applicable Service Order or service level agreement.

12.2. Third-Party Dependencies. PMT is not responsible for service interruptions, delays, or failures caused by third-party carriers, upstream providers, utility outages, vendor equipment or software, Customer-provided equipment, or Customer's internal systems or network environment.

12.3. Force Majeure. Neither Party shall be liable for delays or failure to perform caused by events beyond reasonable control, including acts of God, power outages, fiber cuts, network failures not caused by gross negligence, labor disputes, or governmental actions.

13. Governing Law and Venue:

This Agreement shall be governed by the laws of the State of Idaho, without regard to conflicts of law principles. Venue shall lie exclusively in the District Court of the Fifth Judicial District of the State of Idaho, County of Minidoka.

14. Assignment:

Customer may not assign this Agreement, whether by operation of law, merger, change of control, or otherwise, without PMT's prior written consent. PMT may assign this Agreement to any affiliate or successor.

15. Miscellaneous:

15.1. Entire Agreement. This Agreement, together with all Service Orders, constitutes the entire agreement between the Parties.

15.2. Amendment. Any amendment must be in writing and signed by both Parties.

15.3. Severability. If any provision is held unenforceable, the remaining provisions shall remain in effect.

15.4. Counterparts. This agreement may be executed in counterparts and by electronic signature.

15.5. Customer Suitability Representation. Customer represents and warrants that it has independently evaluated the Managed Services and determined that they are suitable for Customer's intended use, systems, infrastructure, and operational needs, and that Customer possesses the necessary systems, facilities, personnel, and technical capability to properly use the Managed Services.

15.6. Non-Exclusivity Clause. This Agreement is non-exclusive. Nothing herein restricts PMT from providing similar services to other customers or restricts Customer from obtaining similar services from other providers.

15.7. Survival. The provisions which by their nature should survive termination of this Agreement, including payment obligations, confidentiality, indemnification, limitation of liability, governing law and venue, and dispute-related provisions, shall survive termination or expiration of this Agreement.

16. Disclaimers and Regulatory Limitations:

16.1. No Guarantee of Uninterrupted Services. Managed Services are provided on a commercially reasonable basis. PMT does not guarantee that Managed Services will be uninterrupted, error-free, or free from delays.

16.2. Network Events. Service interruptions may occur due to maintenance, upgrades, fiber cuts, power outages, third-party carrier failures, acts of God, or other events beyond PMT's reasonable control.

16.3. Emergency Services Disclaimer. Managed Services may not support traditional 911 or E911 functionality unless expressly stated in a Service Order. Customer is solely responsible for ensuring compliance with emergency calling requirements.

16.4. Regulatory Compliance. PMT makes no representation that Managed Services will meet the regulatory requirements applicable to Customer's specific business or industry. Customer is responsible for its own regulatory compliance.

16.5. Data Responsibility. PMT is not responsible for loss of data, content, or customer information. Customer is solely responsible for data backup and redundancy unless otherwise stated in writing.

17. Acceptable Use.

Customer shall not use the Managed Services to: (a) violate any law or regulation; (b) transmit malicious code or engage in network abuse; (c) interfere with PMT's network integrity or security; or (d) resell or provide access to the Managed Services to third parties without PMT's prior written consent. PMT may, in its sole discretion, suspend or terminate Managed Services for any violation of this Section.

18. Certification.

18.1. Pursuant to Idaho Code § 67-2346.

By signing below, PMT certifies that it does not engage in the boycott of goods or services from Israel or territories under the control of Israel and that PMT will not engage in the boycott of goods or services from Israel or territories under the control of Israel during the term of any Agreement awarded to PMT. PMT further certifies that this Certification is true, complete, and accurate, and that the undersigned is authorized by PMT to make this Certification.

18.2. Pursuant to Idaho Code § 67-2359.

By signing below, PMT certifies that it is not owned or operated by the government of China/People's Republic of China. If during any point during this contractual relationship PMT becomes owned or operated by the government of China/People's Republic of China, PMT has an affirmative obligation to disclose such status change. If, at any point during the term of this Agreement, PMT can no longer validate this Certification, the Agreement shall be declared null and void and any contract extensions will not be valid. PMT further certifies that this Certification is true, complete, and accurate, and that the undersigned is authorized by PMT to make this Certification.

ACCEPTED AND AGREED:

PMT:

Signature: _____

Print Name: _____

Title: _____

Date: _____

CUSTOMER: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____