

NETWORK SERVICES AGREEMENT
FHMS Four Town Broadband Network
And
WiValley-MA, Inc. and CRC Communications LLC

Agreement made this ____ day of March, 2019 by and among FHMS Four Town Broadband Network (the “**Four Towns**”), WiValley-MA, Inc. and WiValley, Inc. as Guarantor (together “**Owner Operator**”) with a business address of 310 Marlboro Street, Keene, NH 03431 and CRC Communications LLC d/b/a OTELCO, a Delaware limited liability company located in New Gloucester, Maine (“**Service Provider**”)

Whereas, Guarantor was selected by the Four Towns pursuant to a public bidding process for the construction of a network servicing the Towns of Hawley, Florida, Monroe and Savoy (the “**FHMS Network**”), to be completed by the end of December 2019; and

Whereas, the Four Towns wish to procure Network construction and operator services through Owner Operator

Whereas, the Owner Operator has contracted with Service Provider for the provision of “**Communications Services**” (defined below); and

Whereas, Owner Operator agrees to construct the Network, to provide certain Network operator services to the Four Towns and Service Provider, and to contract for the provision of Communications Services; and

Whereas the Service Provider has agreed to provide Communications Services for the Network through an Agreement dated November 18, 2018.

NOW, THEREFORE, in consideration of the foregoing promises, and the terms and conditions hereinafter set forth, and for other good and valuable consideration the adequacy and receipt of which is hereby acknowledged, it is AGREED:

1. DEFINITIONS

"Acceptable Use Policy" means the policies of the Service Provider applicable to Subscribers for the use of the FHMS Network.

"Agreement" means this Agreement and any and all Attachments hereto and amendments to which the Parties may agree from time to time and which reference this Agreement.

"Communications Services" means the services provided to Subscribers by Service Provider, including, but not limited to, data transmission service, IP transport, internet access service, email and telephone services, regardless of technology used.

"Customer Premise Equipment (CPE)" means the equipment installed at a Subscriber's location that connects the Subscriber to the FHMS Network. Installed antenna(s), radio(s), power supplies/UPS, and gateway ethernet routers with or without integrated

ATA ports, any Subscriber-installed equipment to bridge the wireless radio or fiber ONT to the gateway router such as POE fiber extension or wireless bridge devices are collectively included in the definition of Customer Premise Equipment.

"Interconnection Point" means: 1) the FHMS Network connection to the Middle Mile Network; and 2) the connection between the Middle Mile Network and Service Provider's network. Interconnection Points will be established the Towns of Florida and Savoy and shall be managed and maintained by Owner or by third parties on behalf of OWNER. The Interconnection points shall be established and maintained by means of a Network-to-Network Interface (NNI). Owner and Service Provider shall be responsible for the network, including providing redundancy, on their respective sides of the demarcation point.

"Middle Mile Network Operator" means the network operator that operates the Middle Mile Network, but not the FHMS Network.

"Middle Mile Network" means the network that provides connectivity to the FHMS Network located at GPS coordinates 42.567854 N 72.995422 W near the intersection of Chapel Rd and Loop Rd in Savoy, MA. The "middle mile" that provides primary connectivity for the FHMS Network is owned by the Massachusetts Broadband Institute and operated by the Middle Mile Network Operator under contract with the Massachusetts Broadband Institute.

"Network to Network Interface (NNI)" means a connection established between two telecommunications providers using a mutual agreement usually in exchange for fees or for services rendered. An NNI does not carry direct customer traffic. Rather it provides a means of aggregation for many customers.

"FHMS Network" means the network constructed, operated, owned and maintained by Owner, including fiber optic cable, conduit, routers, switches, optical equipment, wireless equipment, and associated network facilities, located within the towns of Florida, Hawley, Monroe and Savoy.

"Outage" means a significant degradation in the ability of a Subscriber to establish and maintain a channel of communications.

"Service Credit" means a dollar credit on a Subscriber's next monthly bill from Service Provider.

"Subscriber" means the end-user of Communications Services.

2. REPRESENTATIONS AND WARRANTIES

By execution of this Agreement, each Party represents and warrants to the other that: (a) the Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (b) the Party has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and thereof; (c) the Party's execution, delivery, and performance of this Agreement will not conflict with, violate or result in a breach of (i) any

law, regulation, order, writ, injunction, decree, determination or award of any governmental authority or any arbitrator, applicable to such Party, (ii) any of the terms, conditions or provisions of its charter, bylaws, or other governing documents of such Party, (iii) any material agreement to which it is a party, or (iv) any instrument to which such Party is or may be bound onto which any of its material properties or assets is subject; (d) the Party's execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action; (e) that the signatories for such Party are authorized to sign this Agreement; (f) there are no actions, suits, proceedings or investigations pending, or to the knowledge of the Party, threatened against or affecting the Party of any of its properties, assets or businesses in any court or before or by any governmental authority that could, if adversely determined, reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement; (g) the Party has not received any currently effective notice of any material default; and (h) the Party has not previously been and is not currently, debarred, suspended, or proposed for debarment, declared ineligible, voluntarily excluded from transactions by any federal or state department or agency, or subject to any inquiry, investigation, or proceeding regarding the foregoing.

3. SCOPE OF SERVICES – OWNER OPERATOR RESPONSIBILITIES

Owner Operator's role as Network constructor and operator is to construct and monitor the performance of the Network and related equipment and to respond appropriately and timely with corrective action, as defined below, in the event that any equipment within the scope of this Agreement is not functioning properly, all in accordance with the RFP submitted by Owner Operator on June 14, 2018. Owner Operator shall acknowledge service outages within 1 hour of notification. Owner Operator will dispatch a technician to be on-site within 4 hours. The parties recognize that the Network utilizes sites that are difficult to access and that in certain weather conditions Owner Operator may require more than four hours to get a technician on site.

Owner Operator is responsible for monitoring the equipment between the interface at the middle-mile fiber interconnection to the MBI network, to the Customer Premise Equipment ("CPE"). CPE shall include radios and modems attached to the premises of each end user of the Communications Services (each a "**Subscriber**").

The following services are included in the scope of responsibilities for the Owner Operator:

3.1 Owner Operator will provide a complete Layer 2 wireless access network including poles, towers and transmitter equipment to deliver sufficient broadband across the Network in order for Service Provider to deliver services at a minimum of 25/3 Mbps to 75% of the Subscribers and a minimum of 12/2 Mbps for the remaining Subscribers. If federal Connect America II ("CAF2") funding is approved, 95% of Subscribers will have access to minimum speeds of 25/3 Mbps within six years as set forth in the Federal Communication Commission's ("FCC") Public Notice released February 1, 2018 in document FCC-18-6A1, Page 8, paragraph 14. Owner Operator will provide speed test results to Service Provider for each new installation, confirming that the wireless access network can achieve the promised speed to the Subscriber. For clarity, each pole referenced above will be owned by the Town in which the pole is located. Such Town (a) is responsible for obtaining the necessary permits and/or approvals for the pole,

including but not limited to approvals from the Town's Select Board, and (b) will grant the exclusive right to Owner Operator to place equipment on the pole to operate the Network.

Owner Operator will provide and maintain all Subscriber CPE including without limitation, indoor and outdoor radio equipment, wireless bridge or router equipment, residential home gateway or similar equipment providing in-home WiFi and SIP ATA functionality. Owner Operator will provide and install a standard battery backup unit for CPE when requested and ordered by Subscriber.

- 3.2 Owner Operator will provide, at no expense to Service Provider, suitable space for Service Provider to install equipment to support the Communications Services, and Owner Operator will include and pay for sufficient power and environmental conditioning to support such equipment at shelters maintained by Owner Operator. Owner Operator will provide backup power and an uninterruptable power supply (UPS) for the space. "**Communications Services**" means the services provided to Subscribers by Service Provider, including, but not limited to, internet access service, email and telephone services.
- 3.3 Owner Operator will perform all Network operations or choose to separately contract with an independent network operator to provide overall management of the Network.
- 3.4 Owner Operator is responsible for the installation, maintenance, and repair of Owner Operator transmitter sites between the local Interconnection Point and Subscriber's CPE. Owner Operator will perform such maintenance directly or choose to separately contract with a maintenance provider for such maintenance or repair.
- 3.5 Owner Operator will allow Service Provider's employees and agents to enter upon Owner Operator property for the purpose of connecting or disconnecting Communications Services or installing, maintaining, repairing, replacing, or removing Service Provider equipment and apparatus connected with the provision of Communications Services.

4. SCOPE OF SERVICES – SERVICE PROVIDER RESPONSIBILITIES

4.1 Sufficient Bandwidth.

- a. Service Provider shall have and maintain sufficient equipment, software, access systems, and upstream bandwidth and peering arrangements to provide connectivity for the maximum load of the Network, including telephone service. Bandwidth upgrades shall take place when bandwidth usage as measured by sampling at 5-minute intervals exceeds 75% during the busiest hour in 3 consecutive weeks.
- b. The Four Towns, Owner Operator and Service Provider have negotiated the rates that will be effective during the initial term of this agreement. Any proposed changes to these rates either during or after the initial term due to a material change in circumstances must be negotiated amongst, and agreed to by, the Four

Towns, Owner Operator and Service Provider. Notwithstanding the foregoing, changes in applicable taxes and government-mandated surcharges may be passed through Service Provider to Subscribers without obtaining permission from Owner Operator or Four Towns.

4.2 Service Provider Compliance with Federal and State Law

Service Provider shall conduct operations under this Agreement in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government. Service Provider is a certified eligible telecommunications carrier (“ETC”) under both federal and state law, a common carrier under federal law, and a certified competitive local exchange carrier (“CLEC”) under both federal and state law. Service Provider will abide by all applicable state and federal regulations concerning its provision of service to Subscribers in the Towns.

4.3 Right to Terminate Service to Subscribers

Service Provider, at its sole discretion, may terminate service to a Subscriber due to non-payment of Service Provider invoices. In doing so, Service Provider will comply with the Massachusetts Department of Telecommunication and Cable’s rules regarding disconnection of telephone service, including providing sufficient notice of termination and steps to be taken to avoid termination, and will apply those same rules to internet-only customers.

4.4 Subscriber Remedies

Subscribers will have access to OTELCO’s 24/7/365 Network Operations Center for resolution of technical issues and trouble reports. Subscribers will also have access to OTELCO’s Customer Care team during normal work hours for resolution of billing and other consumer issues. If OTELCO fails to satisfactorily resolve the Subscriber’s concern, the Subscriber may file a complaint with:

- a. The Massachusetts Department of Telecommunication and Cable by dialing 1-800-392-6066 or visiting <https://licensing.reg.state.ma.us/pubLic/oca-support/mg-dtc-complaint-form.asp>.
- b. The Federal Communications Commission by visiting <https://consumercomplaints.fcc.gov/hc/en-us>

5. PRICING

5.1 Payment for Repairs to Network Infrastructure.

If there are repair issues related to a site where the assets are owned by the Four Towns (poles / equipment shelters), Owner Operator will bill the Four Towns for these repair costs.

5.2 Payment for Communications Services

The Subscribers shall pay Service Provider directly. A description of the services and pricing is included in Attachment 2.

5.3 Third Party Programming Fees.

Four Towns may enter into an agreement with Owner Operator requiring the collection of fees that will be applied to specific Subscribers for the use and/or maintenance of entity or town owned assets. Service Provider will collect these fees as a line item on the Subscriber's bill and remit the collected fees to Owner Operator or if directed, directly to the Four Towns. To the extent Service Provider incurs third-party programming fees in excess of \$250 to add a particular fee to the end user's bill, Owner Operator shall reimburse Service Provider for any such amounts.

5.4 Out-of-Scope Work (Change Orders)

Any "Out-of-Scope" work performed by Owner Operator will be approved in writing by Four Towns, then billed according to the Rate Sheet attached hereto as Attachment 1. "Out-of-Scope" work is defined as any activity not identified within Section 1 of this Agreement. Prior to responding to any requests for assistance outside the scope of this Agreement, Owner Operator will submit a change-order request detailing the requested work and identifying the estimated cost to complete the requested work. Owner Operator will act on such requests only after the Out of Scope work is approved in writing by the Four Towns.

5.5 Project Schedule and Resource Assumptions

Owner Operator services, Communications Services, and the ten-year term of this Agreement shall commence on the execution date of the Action Plan between the Four Towns, Owner Operator and Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative. In the event of a delay in the Network build, services shall commence as soon as service is available at each site. The parties estimate that it will take approximately 8 months from execution of this Agreement to procure, install and commission the materials necessary for Owner Operator to meet its obligations contemplated under this Agreement and shall begin these procurement activities once this Agreement is signed by the Four Towns. Owner Operator estimates that it will begin delivering service to Subscribers within 10 weeks of execution of this Agreement.

5.6 Billing and Payment.

Owner Operator shall bill the Four Towns on a monthly basis for the services defined in Section 3.1 plus any approved out of scope work based on actual labor, materials, and outside services expended according to the rates in effect. The Four Towns shall render payment within 45 days of receiving any invoice.

6. SECURITY INTEREST AND SALES AND USE TAXATION

6.1 Owner Operator will grant the Four Towns a first priority security interest in all existing and after-acquired broadband equipment for or related to the assets of the Network to secure the

Four Towns' rights under this Agreement and will provide to Four Towns no later than sixty (60) days after execution of this Agreement, date-stamped copies of UCC financing statements filed with the Secretary of the Commonwealth of Massachusetts to perfect such security interest. Owner Operator will also provide the Four Towns with a UCC filing report.

6.2 Purchased Infrastructure Relating to Sales and Use Taxation.

- a. Owner Operator will be applying for a sales and use tax exemption for all equipment purchased or used for the construction and maintenance of the Network under Massachusetts General Laws Chapter 64H, Section 6 Paragraph (f) [MGL Ch. 64H, sec 6(f)].
- b. Provisions are included herein to allow the Four Towns to purchase the entire Network, including the Network systems at the POP Locations, at the transmitter sites and including the CPE installed on and within Subscribers' homes (the "**Buy-Out Provisions**"). As the Network may be purchased under the Buy-Out Provisions by an entity described in MGL Ch. 64H, sec 6(d), it is the Owner Operator's position that all equipment related to the Project meets the requirements set forth in MGL Ch. 64H, sec 6(f) and the requirements for exemption from sales and use taxation. At any time during the initial term hereof, and during any extension term, Four Towns shall have the right, but not the obligation, to purchase all property comprising the Network at the fully depreciated book value of the same, and the operations and billing platform systems owned by the Owner Operator required to operate the Network at the fair market value for the same as assigned by Owner Operator.
- c. Upon execution of this Agreement, the Owner Operator will submit the Massachusetts DOR Form ST-5C (Contractor's Sales Tax Exempt Purchaser Certificate). To complete this application Owner Operator requires Form ST-2 (Certificate of Exemption) from the governmental body or agency described in MGL Ch. 64H, sec 6(d) and accordingly, will request Form ST-2 from each of the Towns.

7. INSURANCE AND INDEMNIFICATION

7.1 Each of Owner Operator and Service Provider shall, at all times during the term of this Agreement, maintain in full force and effect the types of insurance in at least the limits specified in Section 5.2 below. All insurance shall be by insurers and for policy limits acceptable to the Four Towns and, before commencement of work hereunder. Each of Owner Operator and Service Provider agrees to furnish the Four Towns with Certificates of Insurance or other evidence satisfactory to the Four Towns to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of

cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

7.2 Each of Owner Operator and Service Provider shall carry the following types of insurance in at least the limits specified below:

COVERAGE LIMITS OF LIABILITY

| | |
|--------------------------------------|-----------------------------|
| Workers' Compensation | Statutory Limit |
| Employers' Liability | \$500,000 |
| Bodily Injury Liability | \$1,000,000 each occurrence |
| (Except automobile) | \$2,000,000 aggregate |
| Property Damage Liability | \$1,000,000 each occurrence |
| (Except automobile) | \$2,000,000 aggregate |
| Commercial General Liability | \$1,000,000 each occurrence |
| (Except automobile) | \$2,000,000 aggregate |
| Automobile Bodily Injury Liability | \$1,000,000 each person |
| Automobile Property Damage Liability | \$2,000,000 each occurrence |
| Excess Umbrella Liability | \$1,000,000 each occurrence |

The Four Towns shall be named as an Additional Insured under all liability and automobile insurance. with a waiver of subrogation in favor of the Four Towns. The general liability insurance policy must contain a broad form general liability. endorsement and waiver of subrogation in favor of the Four Towns.

7.3 Each of Owner Operator and Service Provider shall indemnify and hold harmless the Four Towns from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property, loss of life or failure to perform resulting from Owner Operator or Service Provider's responsibilities, as applicable, pursuant to this Agreement, or falsely or knowingly making a materially inaccurate certification or representation under any agreement relating to the Network.

The Four Towns shall indemnify each of Owner Operator and Service Provider from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Four Towns' responsibilities, as applicable, pursuant to this Agreement, but only to the extent that the Four Towns would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258. In addition, the Four Towns will indemnify Owner Operator for any losses suffered by Owner Operator under Section 3(h) of that certain Grant Agreement between Massachusetts Technology Park Corporation and Owner Operator (the "Grant Agreement") resulting from Four Towns falsely or knowingly making a materially inaccurate certification or representation under the Grant Agreement.

By entering into this Agreement, the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

No party shall be liable to another party hereto in tort, contract, indemnity provision, under statute or otherwise in law or equity or by contract for any indirect, consequential, incidental, punitive or exemplary damages, lost profits or other business interruption damages except to the extent explicitly set forth in this Agreement.

8. PERSONNEL

8.1 For the duration of this Agreement, Owner Operator shall utilize staff qualified to satisfy Owner Operator's obligations under this Agreement and will work with the Four Towns to resolve any issues that may arise with respect to such staff.

8.2 For all purposes, including insurance and liability purposes, network engineers, network technicians and any specialists used shall be employees of Owner Operator and Service Provider, as applicable. All vehicles utilized by Owner Operator or Service Provider staff shall be provided by the applicable party and shall not be the responsibility of the Four Towns or the Four Towns' insurance provider.

9. RESPONSIBILITIES OF THE FOUR TOWNS

9.1 The Four Towns agrees to identify a single point of contact who will interface with Owner Operator and direct Owner Operator with respect to the services to be provided according to this Agreement. The Four Towns further agrees to provide Owner Operator the authority to act on the Four Towns' behalf in order to interact and direct the construction contractor(s), equipment manufacturer(s) and service provider(s) toward successful project implementation.

9.2 The Four Towns agree to provide Owner Operator with access to the POP location and other applicable network locations necessary to perform Owner Operator's network operator duties as outlined in this Agreement. The Four Towns hereby grant the Owner Operator access to use the easements or permissions granted to the Four Towns to erect and maintain poles and fixtures, for as long as the Owner Operator provide services to the Four Towns hereunder. For clarity, poles located in towns outside of the Four Towns will be jointly owned by the Four Towns and the Four Towns will (a) be responsible for obtaining the necessary permits and/or approvals for such poles, including but not limited to approvals from the Town's Select Board, and (b) will grant the exclusive right to Owner Operator to place equipment on such poles to operate the Network.

9.3 The Four Towns agree to work with Owner Operator to identify sites that will require traffic detail during construction and / or maintenance. Parties agree that on sites that will require traffic detail, Owner Operator and the Four Towns will share in the cost of the police detail in a 60 / 40 split, where Owner Operator will be responsible for 60% of the costs and the Four Towns will be responsible for 40% of the cost

10 FORCE MAJEURE

10.1 Force Majeure Events. Notwithstanding any other provision of this Agreement, no Party shall be liable for any failure or delay in performing its obligation, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event").

10.2 Response to Force Majeure. A Party whose performance is affected by a Force Majeure Event shall provide reasonable notice to the other Parties and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

10.3 Suspension Pending Force Majeure. The deadline by when a Party must perform an obligation under this agreement, other than payment of money, shall be postponed by the period of time by which the Party's ability to perform that obligation is materially prevented or interfered with by a force majeure event.

11. DEFAULT

11.1 Default and Cure

A "Default" under this Agreement shall occur if a Party fails to perform, in any material respect, any of its obligations set forth in this Agreement, and (a) such failure is not excused by any provision of this Agreement, and (b) such failure continues un-remedied for a period of twenty-eight (28) days following receipt of written notice from a non-breaching Party. If the breach by its nature cannot be cured within twenty-eight (28) days and the breaching Party within that time has diligently commenced its cure, there shall be no Default as long as the Party diligently continues such cure to completion.

11.2 Remedies

Upon the occurrence of a Default, the non-breaching Party shall have the right, subject to the express limitations contained in this Agreement, to terminate this Agreement and to pursue any and all available legal or equitable remedies against the defaulting Party. The non-breaching Party may pursue such remedies simultaneously or consecutively, at its discretion.

12. ARBITRATION

12.1 Any dispute arising between the Towns and Owner Operator and/or Service Provider related to this Agreement, regardless of the form of action, shall be settled by binding arbitration governed by this Section.

12.2 The arbitration shall be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA Rules”), as amended by this Agreement. No party may seek injunctive relief of any kind prior to the confirmation of an arbitration award.

12.3 Any Party may initiate arbitration by providing written demand for arbitration. The cost of the arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the cost of preparing and presenting its case.

12.4 One Arbitrator shall be appointed through agreement by the Parties, or in lieu thereof, in accordance with the AAA Rules within thirty (30) days of the submission of the demand for arbitration, unless all Parties otherwise agree in writing. Any party may request that such appointment be made sooner, and as soon as possible. The Arbitrator shall designate the time and place in the Pittsfield, MA area for the hearing within thirty (30) days of his or her appointment. Any Party may request that such hearing be scheduled sooner, and as soon as possible. The Arbitrator’s authority to grant relief shall be subject to the provisions of this Agreement, the United States Arbitration Act, (“USAA”), the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes, Provider Tariffs, substantive law, and the Communications Act of 1934, as amended. The Arbitrator shall not be able to award, nor shall any party be entitled to receive, punitive, incidental, consequential, exemplary, reliance or special damages, including damages for lost profits. The Arbitrator’s decision shall follow the plain meaning of the relevant documents, and shall be final, binding, and enforceable in a court of competent jurisdiction. The decision of the Arbitrator is appealable only for mistakes of law.

13. MISCELLANEOUS

13.1 Each party shall observe and comply with all federal, state and local laws and regulations which may govern the obligations as herein specified.

13.2 **Nondiscrimination.** No party shall discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

13.3 **Venue and jurisdiction** of any action brought will only be in the Commonwealth of Massachusetts courts, County of Franklin.

13.4 **Licenses, Easements and Fees.** Each of Owner Operator, Service Provider and the Four Towns shall obtain all licenses, easements and permits required to conduct the activities pursuant to this Agreement. Each of Owner Operator and Service Provider are hereby shall be granted the right to use any and all easements granted to the Four Towns in order for Owner Operator and Service Provider to operate and service the Network.

13.5 **Availability of Funds.** The compensation provided by this Agreement is subject to the continued availability of Four Towns funds and appropriations and the continued availability of any other funds anticipated or earmarked for the work hereunder and Owner Operator’s obligations are subject to being paid on the terms hereunder.

13.6 Access to Records Owner Operator will make available, in its sole discretion, the books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Agreement for inspection, review and audit by the Four Towns or its authorized representative, subject to the execution of a nondisclosure agreement approved by Owner Operator. Service Provider is a publicly traded company. Detailed data, reports, and other information may be found at <http://phx.corporate-ir.net/phoenix.zhtml?c=184665&p=irol-irhome>

13.7 Rights and Remedies Each of the parties' rights and remedies provided in this Agreement are in addition to any other rights and remedies provided by law.

13.8 Confidentiality. The parties agree that all documents provided to any other party pursuant to this Agreement or attached as exhibits to this Agreement constitute confidential information of the disclosing party, and shall be safeguarded and protected in the same manner as the recipient's procedures require, to ensure protection and nondisclosure of the recipient's own proprietary and confidential information.

13.9 Modification, Waiver of Change. No modifications, waiver or change shall be made in the terms and conditions of this Agreement, except as may be mutually agreed upon in writing by all parties hereto.

13.10 Successors and Assigns. No Party shall assign its rights and obligations under this Agreement without the prior written consent of the other Party.

13.11 Entire Understanding. This Agreement, together with the attachments hereto, represent the entire understanding of the parties, and no party is relying upon any representation not contained herein.

13.12 Severability. In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, and then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

14. TERM AND TERMINATION OF AGREEMENT

The initial term of this Agreement begins on the Effective Date and shall extend for a period of ten (10) years from the date the Federal Communications Commission issues its final approval of Service Provider's CAF II funding implementation date under the Federal Government CAF II Programs for fixed wireless technologies as presented in WC Docket No 10-90 DA 18-710

adopted July 6, 2018. This Agreement shall automatically renew for a period of 1 year every year unless earlier terminated by either party upon sixty (60) days' prior written notice.

Service Provider has obligations to the FCC regarding the provision of the services contemplated under this Agreement. In order to avoid a breach of its obligations, in the event that Owner Operator fails to meet its material obligations under this Agreement and the Agreement signed on November 16, 2018 between Owner Operator and Service Provider (the "Otelco Agreement"), Owner Operator agrees that Service Provider shall assume full control of the assets needed to operate the FHMS Network and provide the required services. In the event this provision is triggered, Owner Operator and Service Provider agree that a third-party, AAA-certified arbitrator designated by the Four Towns will set the price Owner Operator will pay to Service Provider for all tangible and non-tangible assets necessary to the operation of the FHMS Network and provision of the required services.

15. NOTICES

With the exception of Subscriber requests for Communications Services, changes to Communications Services, notices of outages, and other Subscriber related inquiries, all legal notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, and (b) delivered to the applicable Party by facsimile transmission with confirmation of delivery, or electronic mail with confirmation of delivery by the applicable Party, or sent by overnight commercial delivery service or certified mail, return receipt requested at the Party's address listed below. Notice shall be deemed to have been given on the date of the transmission and receipt of facsimile or electronic mail transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt.

Owner: c/o Atkins Callahan PLLC
20 Depot Street
Peterborough, NH 03458
(603) 371-9056 (fax)
jcallahan@atkinscallahan.com

Service Provider: Trina Bragdon
General Counsel
OTELCO
900 D Hammond St.
Bangor, ME 04401
(207) 992-9992 (fax)
Trina.Bragdon@otelco.com

Four Towns: Kirby (Lark) Thwing
15 Pond Road
Hawley, MA 01339
Hawley, Florida, Monroe, Savoy Broadband Network, Chair
413-339-0124 Home
413-588-6922 Cell

IN WITNESS WHEREOF, each of the Parties has duly executed this Agreement as of the date first above written.

WiValley-MA, Inc.

Town of Hawley, Massachusetts

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

WiValley, Inc., as Guarantor

Town of Florida, Massachusetts

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

Town of Monroe, Massachusetts _____

Town of Savoy, Massachusetts

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

CRC Communications LLC

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1
WiValley Rate Schedule

LABOR

| | Normal Hours | Premium Hours |
|--------------------------|--------------|----------------------------|
| Network Engineer- | \$115/hour | 1.5 x's Normal Hourly Rate |
| Network Technician- | \$90/hour | 1.5 x's Normal Hourly Rate |
| Installation Technician- | \$75/hour | 1.5 x's Normal Hourly Rate |

Normal Hours are defined as Monday through Friday hours 8 AM-5 PM.

Premium Hours are defined as any hours outside of Normal Hours plus Saturdays, Sundays and Massachusetts Legal Holidays.

MATERIALS

Cost + 10%

ATTACHMENT 2

COMMUNICATIONS SERVICES PARAMETERS

1.0 Generally

This Attachment 2 specifies the Communications Services, pricing, technical specifications, and outage provisions to be provided by Service Provider to Subscriber, for which Subscriber shall pay a recurring fee to Service Provider on an advance monthly basis, as described below.

2.0 Price and Description of Services

The term of Subscriber pricing and services description shall be coterminous with the Term of the Agreement as set forth in Section 12 of the Agreement, except that decreases in price may be implemented during the Term and the fee increases described in Section 2.1(b) of the Agreement shall be allowed.

New installations charge: \$99.95 (new installation charges will be waived for all customers until 90 days after completion of the final buildout)

Telephone service, full featured*: \$ 24.95 (requires Internet access).

*Includes: unlimited calling to 48 states plus Extended Domestic (Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, and N. Mariana Islands); calls outside the 48 states and Extended Domestic billed at published International rates; call waiting; caller ID; caller name ID; voicemail; call forwarding; call forwarding busy, do not answer, and fixed; enhanced call forwarding do not answer; caller ID blocking and unblocking; message waiting indication (stutter tone); 411 directory service

Stand-alone Telephone Service, full featured*: \$49.95

*Includes: unlimited calling to 48 states plus Extended Domestic (Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, and N. Mariana Islands); calls outside the 48 states and Extended Domestic billed at published International rates; call waiting; caller ID; caller name ID; voicemail; call forwarding; call forwarding busy, do not answer, and fixed; enhanced call forwarding do not answer; caller ID blocking and unblocking; message waiting indication (stutter tone); 411 directory service

Stand-alone Internet access service:**

| Service | Price |
|-----------------------------|--------------|
| 12/2 Mbps | \$44.95 |
| 25/3 Mbps | \$54.95 |
| 50/10 Mbps | \$79.95 |
| 100/20 Mbps | \$104.95 |
| 25/25 Mbps Business Class | \$119.95 |
| 100/100 Mbps Business Class | \$299.95 |

**Available speeds may be limited by the technological limitations of the fixed wireless network.

| Additional Services | Price |
|---|--------------|
| Static IP Addresses | \$10.00 |
| Battery back-up unit (provides 24-hour power to radio and phone services) | TBD |

| FAX Services | Classifax - Options | | |
|-----------------------------------|----------------------------|-------------|-------------|
| Plan Name: | Classifax 100 | BASIC | STANDARD |
| | \$4.95 | \$8.95 | \$19.95 |
| Max no of users | Single | Single | Single |
| Included monthly fax pages | 100 | 250 | 500 |
| Overages | \$0.08 Page | \$0.08 Page | \$0.08 Page |
| Included fax storage - AXACORE | 1 Year | 1 Year | 1 Year |

| Add-On Voice Features | | | |
|--------------------------------|--------|--|--|
| Malicious Call Trace - Per Use | \$3.50 | | |

| Enhanced Feature Bundle | | \$3.50 per month |
|--------------------------------|-------|--|
| Three Way Calling | Basic | Enables a user to make a three-way call with two parties, in which all |

| | | |
|-------------------------------|----------|---|
| | | parties can communicate with each other. |
| Last Number Redial | Basic | Enables users to redial the last number they called by clicking the 'Redial' and dialing a feature code (e.g., *66). |
| Anonymous Call Rejection | Enhanced | Enables a user to reject calls from anonymous parties who have explicitly restricted their Caller ID. |
| Call Return | Basic | Enables a user to call the last party that called, whether or not the call was answered. |
| Call Forwarding Remote Access | Enhanced | Forward a line from another location using PIN# |
| Speed Dial 100 | Enhanced | Enables users to dial single digit codes to call up to 100) different numbers, such as frequently dialed numbers or long strings of digits that are hard to remember. |
| Flash Hold | Basic | Enables users to hold a call for any length of time by flashing the switch-hook on their phone and dialing the respective feature access code. Parties are reconnected again when the switch-hook is flashed and the feature access code is dialed again. |

| | | |
|-------------------------------|---------|--|
| Premium Feature Bundle | | \$3.50 per month Includes all Enhanced Features plus those listed below |
| Selective Call Rejection | Premium | Enables a user to define criteria that cause certain incoming calls to be blocked. If an incoming call meets user-specified criteria, the call is blocked and the caller is informed that the user is not accepting calls. |
| Sequential Ring | Premium | Enables users to define a "find-me" list of phone numbers that are alerted sequentially for incoming calls that match specified criteria. While the service searches for the user, the calling party is provided with a greeting followed by periodic comfort announcements. The caller can also interrupt the search to leave a message by pressing a DTMF key. |

| | | |
|---------------------|---------|--|
| Alternate Number | Premium | Distinctive ring for a second number on a single phone line. |
| Broadworks Anywhere | Premium | BroadWorks Anywhere extends your services so you can make and receive calls from any specified fixed phone, mobile phone or soft client just as if it were your primary device |

3.0 Technical Specifications of Services (the following specifications in this Section 3.0 of Attachment A may be modified by Owner Operator or Service Provider without need for a written amendment hereto):

- a. Dynamic IP addressing by default, using carrier grade DHCP server
- b. Static IP address option, upon Subscriber request
- c. VOIP Telephone service prioritization. VOIP telephone service shall include capacity to provide 'plain old telephone' connectivity utilizing Subscriber's CPE Wireless Router with built-in connections for premise copper wire connections. No additional VOIP analog to digital converter box shall be required.
- d. Retention of existing Subscriber telephone numbers
- e. Public safety communications prioritization
- f. Email accounts (POP and IMAP), up to 5 per Subscriber, at 5GB minimum storage per account, with domain name as defined by Service Provider. **All e-mail messages in these accounts must be transmitted using secure protocols and ports (SSL).**
- g. Domain name service – authoritative, recursive, and resolver; all domain name tables shall be maintained so as to provide fully consistent forward and reverse lookups
- h. Subscriber billing and payment methods shall include (for Subscriber choice): 1) monthly paper statements sent by US Postal Mail, with payments accepted by US Postal Mail; 2) monthly email notification of statement availability with option to pay via Subscribers' credit or debit card, check or savings draft; 3) telephone based payment of bill using any of the above methods during normal business office hours. Subscribers shall not be charged additional fees dependent on the type of billing they choose. Any Service Provider website which transmits Subscriber information shall do so using secure protocols and ports.

4.0 Services Outage Credit Provisions

- a. For any interruption of service (Outage) that is:
 - i. not due to negligence or noncompliance with the Acceptable Use Policy on the part of Subscriber or the operation or malfunction of facilities, power, services, e.g. e-

mail, or equipment not owned or provided to Subscribers by Service Provider, including any portion of the Network provided by, or operated by Owner Operator, the Middle Mile Network Operator or the Massachusetts Broadband Initiative.

ii. otherwise reasonably within Service Provider's control: and

iii. not due to a Force Majeure Event,

Subscriber shall receive a Service Credit for the period during which a service interruption or Outage exists.

b. A service interruption or Outage begins when a Subscriber or the Network Operator reports a service, facility or circuit to be interrupted and releases it for testing and repair (providing access and cooperation with respect to equipment, facilities and premises controlled by such Subscriber), or when the Service Provider notices an Outage affecting 10 or more Subscribers.

c. A service interruption or Outage ends when the affected service, facility or circuit resumes full operation.

d. Service Credits are calculated on the basis of a 30-day month and shall be a pro-rated allowance against the charge for the interrupted service based on the duration of the interruption as follows:

i. for the first 30 minutes: no credit

ii. for an Outage greater than 30 minutes and up to 3 hours: ½ of one day (12 hours).

iii. for each additional 3-hour period or fraction thereof: one day (24 hours) provided, however, that no more than one and one-half full months' credit shall be allowed for any 30-day period and further that two or more Outages of 15 minutes or more during any one 24-hour period shall be considered a single Outage.

5.0 Planned Maintenance or Service Interruptions

Planned maintenance events do not constitute a service interruption or Outage under Section 4.0 above.

Service Provider shall notify Subscribers of planned maintenance activities via email transmission or telephone call. Whenever possible, planned maintenance or service interruptions shall be scheduled between the hours of 12am and 6am, Monday through Friday (Eastern Time). If exigent circumstances or safety concerns arise, Service Provider reserves the right to work outside of the normal maintenance hours.

6.0 Service Restoration.

Service Provider shall work with the Owner Operator to restore service as soon as feasible after any interruption or Outage. The Owner Operator shall inform Service Provider of service restoration on the Network