

## COMMERCIAL SERVICE AGREEMENT

THIS AGREEMENT is made as of May 13, 2019 between Armstrong Utilities, Inc. ("Armstrong") located at One Armstrong Place, Butler, Pennsylvania 16001 and the party identified on Exhibit A, attached hereto (the "Subscriber")

### PREAMBLE

Armstrong is in the business of providing fiber network and related services to customers. Subscriber operates one or more facilities identified on Exhibit A as either a Customer Service Address or a Remote Location (each such facility and/or all of the facilities being the "Premises"). Subscriber has agreed to grant Armstrong the right to install, own, operate and maintain a fiber network in the Premises. Therefore, for good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. **Services Provided to Subscriber.** Subject to Subscriber's continuing compliance with this Agreement and Armstrong's Terms and Conditions of Service found at [www.armstrongonewire.com/policies](http://www.armstrongonewire.com/policies), Armstrong will operate and maintain a system (the "System") in the Premises and provide those services identified on Exhibit A (the "Services"). Any maintenance or service of the System will be performed by Armstrong. Any damage to the System caused directly or indirectly by Subscriber, will be repaired by Armstrong at Subscriber's sole cost and expense.

2. **Fees; Payment.** Subscriber will pay for the Services during the Term as set forth on Exhibit A (the "Fee"). Subscriber will pay to Armstrong a one-time installation fee as set forth on Exhibit A, which will be included on the invoice with the first Fee. After the Initial Term, the Fee may be adjusted by Armstrong, in its sole discretion, at any time by providing Subscriber at least sixty (60) days prior written notice of such adjustment. If Subscriber receives such notice of adjustment, Subscriber will have the right to terminate this Agreement by providing Armstrong written notice within thirty (30) days following receipt of such notice of adjustment. Armstrong will provide Subscriber with a monthly invoice for the Fee, which will be due and payable by Subscriber on the date indicated on such invoice. The Fee does not include federal, state or local taxes, regulatory charges, franchise fees or similar assessments, which will be the responsibility of Subscriber. Where special construction is required, actual costs may vary. If any added charges are required, Subscriber has the right to terminate this Agreement prior to installation with no further liability.

3. **Term and Termination.**

(a) Unless earlier terminated in accordance with the terms of this Agreement or Armstrong's Terms and Conditions of Service, the term of this Agreement will be as set forth on Exhibit A beginning on the date Services are activated (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for successive one (1) year terms at the then applicable one (1) year rate unless and until either of the parties provides written notice of its intent not to renew at least thirty (30) days in advance of the annual renewal date. The Initial Term and any renewal term are herein collectively referred to as the "Term".

(b) During the Term, Armstrong may terminate this Agreement at any time with thirty (30) days written notice to the Subscriber if: (i) Subscriber fails to pay any Fee due in a timely manner; (ii) Armstrong loses its franchise in the area where the Premises is located or in the event that Armstrong no longer offers the Services within the area where the Premises is located; (iii) Subscriber ceases to do business at the Premises, in which case then Subscriber agrees to pay Armstrong (a) all amounts then due and (b) the balance of the amount due to Armstrong for the remainder of the then-current Term of the Agreement; or (iv) any change occurs in any applicable law that affects Armstrong's ability to perform its obligations under this Agreement.

4. **Title to Equipment and Facilities.** Title to all equipment and other facilities provided by Armstrong used in connection with the Services (the "Armstrong Equipment") will remain vested in, and is the property of, Armstrong. Armstrong Equipment will not be deemed to be a fixture or an addition to the Premises or any other Subscriber property. Title to all equipment and facilities provided by Subscriber in connection with the Services (the "Subscriber Equipment") will remain vested in, and is the property of, Subscriber. Armstrong is not responsible for the provision, installation, repair or maintenance of the Subscriber Equipment. Subscriber will provide Armstrong with access to the Subscriber Equipment if reasonably necessary for the provision of the Services.

5. **Access and Removal.** Subscriber agrees to provide to Armstrong, without charge, the rights of ingress, egress and regress and adequate space and right of access to the Premises and any surrounding property for construction, installation, operation, maintenance, inspection, replacement, repair, removal, marketing, sales and disconnection of all or any portion of the System and to perform such other actions as are necessary or desirable by Armstrong to exercise its rights and perform its obligations under this Agreement. Armstrong will have free access to the Premises and all buildings and improvements located on the property on which the

Premises is located for all business purposes. Upon termination of this Agreement, Subscriber will return the Armstrong Equipment to Armstrong in the same condition as when installed, normal wear and tear excepted. In addition, in the event of expiration or termination of this Agreement, Armstrong will have the option to remove all or any portion of the Armstrong Equipment at the Premises during normal business hours.

6. **Permits, Easements.** Subscriber hereby grants to Armstrong for the Term a non-exclusive easement upon, under, over, through and across the property where the Premises is located and all other buildings and improvements thereon, without charge, to conduct all work reasonably related to the installation, operation, maintenance, disconnection and removal of all or any portion of the System. This easement shall be binding upon all parties hereto, and their heirs, successors and assigns. If future improvements to the Premises or the property on which the Premises is located require placement of buildings, structures, roads, etc., on the easement granted by Subscriber to Armstrong under this Agreement, Armstrong will, at Subscriber's sole cost and expense, relocate those portions of the System to such new areas or locations as Armstrong reasonably deems appropriate, and Subscriber will be deemed to have granted an easement to Armstrong under this Agreement to such new areas or locations where Armstrong relocates all or any portion of the System.

7. **Warranty of Authority.** Subscriber represents and warrants that it is the lawful owner of the Premises and has the authority to enter into this Agreement and convey the rights to Armstrong granted hereunder.

8. **Miscellaneous.** This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; (c) along with Armstrong's Terms and Conditions of Services, which are hereby incorporated, contains the entire agreement of the parties and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (d) will be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws rules; and (e) is freely assignable by Armstrong; Subscriber may assign this Agreement only with Armstrong's prior written consent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Armstrong Utilities, Inc.

By: Steven J Begg

Name: Steven J. Begg

Title: VP/GM Business Services

Geibel Catholic Jr/Sr High School

By: Patricia L. Nickler

Name: Patricia L. Nickler

Title: Principal.



# ARMSTRONG®

## BUSINESS SOLUTIONS

### EXHIBIT A – Dedicated Internet Access

Customer Name:	Geibel Catholic Jr/Sr High School				
Billing Address:	611 E Crawford Ave., Connellsville, PA 15425				
Service Address:	611 E Crawford Ave., Connellsville, PA 15425				
Legal Contact:		Phone:		Email:	
Local Contact:		Phone:		Email:	
Monthly Fee:	\$700	Installation:	\$500	Aid to Construction Fee:	\$0
Term of Contract:	3 years				
Special Instructions:	Install new 100 Meg DIA circuit with a /29 block of IP addresses (5 usable.) NOTE: This agreement is contingent on Geibel receiving E-Rate funding—which should be known by 06/30/19.				

Product:	0200200 – Dedicated Internet Access	Burst:	0200650 - NonBurst
Priority:	768 – N/A (DIA)	SLA:	0201000 - Regular

DIA Location:	611 E Crawford Ave, Connellsville, PA 15425		
Speed:	0300100 - 100Mbps	Delivery Method:	0202200 - Direct Fiber
Access Type:	0200550 - Dedicated		

Customer Initial:	<i>pln</i>	Date:	5-13-19
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Armstrong Internal Use Only			
Account Executive:	R Ochs	Number:	45
System:	Connellsville	Hubsite:	
Company:	AUI		