

VERMONT TELEPHONE COMPANY, INC.

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (this "MSA" or "Agreement") is entered into as of July 1, 2017 (the "Effective Date"), by and between VERMONT TELEPHONE COMPANY, INC., a Delaware corporation having an office at 354 River Street, Springfield, Vermont 05156 ("VTel"), and Woodstock Union High School and Middle School, having an office, campus or other facilities at 100 Amsden Way in Woodstock, VT, ("Customer"). VTel and Customer are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, VTel desires to provide telecommunications services to Customer and Customer desires to purchase telecommunication services from VTel under the terms and conditions set forth in this MSA and in one or more service orders substantially in the form attached hereto as Attachment A (each a "Service Order").

NOW THEREFORE, in consideration of the mutual obligations and agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Article I

Services, MSA Term and Fees for Services

1. Services. VTel shall provide telecommunications services, and Customer shall purchase telecommunications services, solely under one or more Service Orders. The telecommunications services to be provided by VTel and purchased by Customer as set forth in such Service Order (s) are hereinafter referred to as the "Services." Neither Party shall be obligated under this MSA unless and until at least one Service Order is fully executed by the Parties and only so long as at least one Service Order remains in effect. Each fully executed Service Order shall specify (a) the Services to be provided by VTel, (b) the term during which VTel will provide such Services (e.g., month-to-month, one-year, two years, etc.), (c) the fees and other charges to be paid by Customer to VTel for such Services, and (d) any other terms agreed to by the Parties. Each fully executed Service Order shall be attached to this MSA and numbered consecutively comprising consecutive attachments and shall be incorporated into this Agreement as if set forth fully herein. In the event that any term or condition of any Service Order conflicts with or is inconsistent with any other term or condition of this MSA, the terms and conditions of the Service Order shall govern. Each reference to this "MSA" or "Agreement" shall, unless otherwise specifically provided, refer to this Agreement and all Service Orders in effect from time to time.

2. MSA Term. This MSA has a term from the Effective Date or such longer period as Services continue to be provided by VTel to Customer under any Service Order.

3. Fees for Services. Fees and other charges for Services provided by VTel to Customer pursuant to any Service Order shall be set forth in such Service Order and might include, among other things, (a) a one-time payment associated with the initial provisioning of the Services and/or (b) a monthly recurring charge. All fees and other charges payable under Service Orders shall be paid in accordance with Article III, Section 5 of this Agreement.

Article II

Customer Obligations

1. Customer Compliance With The Law. Customer's use of the Services shall comply at all times with all applicable laws.

2. Customer Limitation of Rights To VTel Services or Equipment. Customer shall not have any interest in or right of title to any equipment provided by VTel or third parties in support of the Services or any premises or sites leased, licensed, owned, controlled, provided by VTel or third parties in support of the Services. Customer shall only use the Services for delivery of telecommunications services to itself, its affiliates and/or its customers.

3. Customer Authorizations & Approvals. If delivery of Services includes any work at premises or sites leased, licensed, owned or controlled by Customer, then Customer shall be responsible for obtaining all necessary authorizations or approvals from its landlord, building management staff or other

parties to allow VTel to access, work at and deliver Services to Customer. Customer shall notify VTel in advance of any costs to VTel associated with accessing or utilizing such premises or sites and, unless otherwise mutually agreed by the Parties, those costs shall be for Customer's account. Upon termination of any Service Order or this Agreement, Customer shall provide or arrange for reasonable access for VTel to remove any equipment owned, leased or licensed by VTel.

4. Customer Early Termination. Any Service Order can be changed or terminated at any time by mutual agreement of the Parties. Customer shall have the right to terminate a Service Order at any time during the term of such Service Order provided that, unless mutually agreed by the Parties in writing, if a Service Order is terminated by Customer for any reason other than VTel's material default under this Agreement, Customer shall promptly pay (a) any unpaid initial payments agreed to in the Service Order, (b) any unpaid monthly payments agreed to in the Service Order for the first year of the term of such Service Order, (c) 80% of any unpaid monthly payments for the second year (if any) of the term of such Service Order, (d) 60% of any unpaid monthly payments for the third year (if any) of the term of such Service Order, (e) 40% of any unpaid monthly payments for the fourth year (if any) of the term of such Service Order, (f) 20% of any unpaid monthly payments for the fifth year (if any) of the term of such Service Order, and (g) 10% of any unpaid monthly payments for each subsequent year (if any) year of the term of such Service Order.

The Parties acknowledge and agree that the termination liability described in the previous paragraph is full, complete and final liquidated damages, and not a penalty. The Parties agree that it would be difficult, if not impossible, to ascertain the damages accruing to VTel as a result of early termination of a Service Order under this Agreement, but that the Parties have agreed upon the termination liability as a reasonable estimate thereof. The payment of the termination liability, therefore, will constitute VTel's sole and exclusive remedy against Customer for termination of a Service Order prior to completion of the term of such Service Order and is in lieu of the exercise by VTel of any other legal or equitable right or remedy that VTel may have against Customer as a result of such early termination of a Service Order.

Article III

VTel Obligations

1. VTel Compliance With The Law. VTel's provision of Services to Customer shall comply at all times with all applicable laws. However, the Parties expressly acknowledge and agree that VTel has no responsibility for any content or signal or information or images sent to, or received by, Customer, or sent to or received by Customer's employees, affiliates, or customers, over VTel's telecommunications network or facilities.

2. VTel Limitation of Rights To Customer Equipment. VTel shall not have any interest in or right of title to any equipment provided by Customer in support of the Services or any premises or sites leased, licensed, owned, controlled or provided by Customer in support of the Services.

3. VTel Early Termination for Breach, Etc. VTel may terminate this Agreement or any applicable Service Order, in whole or in part, or suspend the Services under any Service Order, at any time upon: (a) any breach by Customer of its obligations under Article II, Section 1; (b) any material breach by Customer of any provision of this Agreement including but not limited to the failure of Customer to timely pay any amounts due hereunder, after notice of the breach thereof has been delivered to Customer by VTel and a period of not less than thirty (30) days in which to cure such deficiencies has elapsed; provided, however, that if the breach (other than a payment breach) is of a nature that cannot be cured within thirty (30) days, VTel will not have the right to terminate the Agreement or any applicable Service Order or suspend Services under any Service Order so long as Customer has commenced to cure the breach within the thirty (30) day time period and thereafter diligently pursues such cure to completion; (c) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer; or (d) issuance of any Vermont Public Service Board, Vermont Department of Public Service, or other local, state, or federal governmental agency or judicial body ruling or order requiring such termination. No such termination, other than pursuant to subparagraph (d), shall relieve Customer of its obligation to make payments for the Services under this Agreement including,

without limitation, the obligation to make payments for the Services under this Agreement provided prior to termination.

4. VTel Early Termination for Other Causes. VTel's facilities that are used to deliver its Services include, but are not limited to, (a) optical fibers, copper wires and equipment located on and in rights of way and locations controlled by VTel, (b) optical fibers, copper wires and equipment located on and in rights of way and locations controlled by third parties and under long and short term leases and exchanges with third parties, (c) equipment, racks, conduits, poles, power supplies and other facilities leased or exchanged with third parties, and (d) transmission services, cross connect services, Internet and Internet 2 services, Voice Over Internet Protocol (VOIP) services and other services acquired from or exchanged with third parties. Accordingly, the Parties acknowledge that the business failure, cessation of business, cancellation of agreements, substantial increases in pricing by any of these service providers, or other material changes in the business environment could cause VTel to, at its sole discretion, cease offering Services under this Agreement. In such an event, in the case of Service Orders having a duration greater than twelve months, VTel shall provide at least twelve months notice to Customer of its intent to cease offering the Services. During this twelve month period, Customer shall be free to make alternate arrangements and to terminate this Agreement at any time with no termination liability, provided, however, that VTel shall have no further obligations to such Customer with respect to the affected Service(s).

5. VTel Billing. VTel shall invoice Customer in advance for one-time charges agreed to in a Service Order, and at the start of each month for monthly charges agreed to in a Service Order. For months where Services are provided for a portion of the month, the monthly fee shall be invoiced on a pro-rata basis for such portion of the month in which the Services are provided. Customer shall be responsible for all taxes (other than taxes applicable to the income of VTel), assessments, surcharges or similar charges (including, without limitation, Universal Service Fund charges) that may be imposed or required by any federal, state, or municipal body, or any agency or subdivision thereof, on the Services or the amounts charged in accordance with this Agreement. Such amounts shall be in addition to the payments due under the applicable Service Order. Customer shall pay all portions of each invoice within thirty (30) days of Customer's receipt of the applicable invoice. Any undisputed portion of an invoice that is not paid by the due date may be subject to a late charge of one percent (1.0%) per month, or a lower percentage if required by law.

Customer may dispute any VTel charge or invoice, and to do so must notify VTel in writing within ninety calendar days after receipt of invoice. Subject to VTel's commitments in Article III, Section 6, VTel, in its reasonable discretion exercised in good faith, may disagree with Customer's dispute of the charge or invoice and so notify Customer. If the Parties are not able to resolve the disputed amount, the provisions of Article IV, Section 2 shall apply.

6. VTel Service Guarantee, and VTel Credit for Outages. If Customer concludes, in Customer's sole discretion, that Customer is dissatisfied with any Service provided by VTel under any Service Order, including VTel's Service reliability, VTel's employee responsiveness, VTel's speed or reaction to Customer concerns, or any other VTel matter, provided only that Customer provides VTel with written notice setting forth in reasonable detail the reasons for Customer's dissatisfaction, VTel will issue a credit for the affected Service equal to one full month of cost of said Service, once during each one-year Service Order period. Subject to the foregoing, VTEL'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR FAILURES OR DEFICIENCIES OF SERVICE SHALL BE LIMITED TO OUTAGE CREDITS BASED ON THE ELAPSED TIME OF ANY VTEL NETWORK OUTAGE IN ANY MONTH (EXCEPT FOR REASONABLE SCHEDULED OUTAGES FOR MAINTENANCE AND REPAIR CHECKS AND SERVICES), AS A PRO-RATA SHARE OF THE TOTAL HOURS OF EXPECTED NETWORK OPERATION IN ANY MONTH. VTEL MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VTEL IS NOT RESPONSIBLE FOR ANY WARRANTY OFFERED BY CUSTOMER TO ANY CUSTOMER(S) OF CUSTOMER. IN NO EVENT SHALL VTEL'S LIABILITY ARISING OUT OF DELAYS IN INSTALLATION OR RESTORATION OF THE SERVICE HEREUNDER OR OUT OF MISTAKES, ACCIDENTS, OMISSIONS, INTERRUPTIONS, ERRORS OR DEFECTS IN THE ORDERING, PROCESSING, PROVISIONING, OR TRANSMISSION OR SERVICE OR FOR ANY OTHER

BREACH HEREUNDER, HOWEVER CAUSED, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THE ATTACHMENT APPLICABLE TO SUCH SERVICE OR THE OTHER AMOUNT EXPRESSLY PROVIDED FOR HEREIN. WITHOUT LIMITING THE FOREGOING, VTel SHALL HAVE NO OBLIGATION TO PROVIDE ALTERNATIVE ROUTING WITH RESPECT TO ANY SERVICE OR TRANSMISSION CAPACITY PROVIDED PURSUANT TO THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOSS OF REVENUE OR PROFIT, LOSS OF GOODWILL, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE PERFORMANCE, EQUIPMENT OR SERVICES, DOWNTIME COSTS AND CLAIMS OF EITHER PARTY FOR DAMAGES, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article IV **Other Terms and Conditions**

1. Confidentiality. This Agreement and its terms are proprietary and confidential ("Confidential Information"). Either Party may disclose terms of this Agreement to its employees, officers, directors, contractors, bankers, accountants, agents, and others, insofar as these recipients are bound by substantially similar confidentiality obligations. Either party may disclose Confidential Information as required by law including to regulatory agencies or during legal proceedings, however if such disclosure is expected to occur the disclosing party shall make reasonable efforts to inform the other party prior to such disclosure. VTel acknowledges that disclosure of the terms of this Agreement may be required if and to the extent that Customer is subject to public records request that would require disclosure.

2. Dispute Resolution. If a dispute arises between the Parties involving this Agreement or any Services, the Parties shall refer the dispute to their respective chief executive officers, or their designated representatives, who shall make good faith efforts to reach a resolution. If, within forty-five days, a mutually agreeable settlement cannot be reached, the dispute shall be referred to binding arbitration. The Parties shall mutually agree upon a single arbitrator, chosen pursuant to the rules of the American Arbitration Association. The arbitration shall be performed in the State of Vermont or other such place as the Parties may mutually agree upon. The decision of the arbitrator shall be binding and may be enforced in any court of competent jurisdiction. .

3. Force Majeure. An event of "Force Majeure" shall mean any event not within the reasonable control of, and without the fault or negligence of, the affected Party, and which by the exercise of due diligence the affected Party is unable to be overcome. Should an event of Force Majeure occur, the affected Party shall not be in default or otherwise liable to the other Party, but only to the extent such event of Force Majeure causes a default or otherwise prohibits the affected Party from performing its obligations hereunder. Should an event of Force Majeure last continuously for twenty days, either Party may terminate affected Services without liability to the other Party.

4. Indemnification. Subject to the limitations on liability contained herein, VTel shall indemnify and hold harmless Customer from and against any claims, actions, damages, liabilities, costs, judgments or expenses (including attorneys' fees and costs of enforcing this indemnity (collectively a "Claim")) arising out of (i) the negligent or willful misconduct of VTel in the provision of, or failure to provide, the Services; or (ii) any breach by VTel of any warranty, representation or covenant made by VTel under this Agreement. At Customer's option, VTel shall defend Customer against any such Claim. Subject to the limitations on liability contained herein, Customer shall indemnify and hold harmless VTel from and against any Claims arising out of: (x) in the event that Customer sells or resells the Service, such sale or resale of Service, including but not limited to the provision or termination of Service by Customer to Customer's end users; (y) the negligent or willful misconduct of Customer in the use of the Services; or (z) any breach by Customer of any warranty, representation or covenant made by Customer under this Agreement. At VTel's option, Customer shall defend VTel against any such Claim.

5. Insurance. Each Party agrees to maintain insurance policies of the type and including coverage limits provided hereinafter: (a) workers compensation insurance in compliance with statutory requirements; (b) commercial general liability insurance, endorsed to provide coverage for contractual

liability and products and completed operations; (c) automobile liability insurance, which shall include coverage for all owned, non-owned and hired vehicles; and (d) excess umbrella liability insurance to cover all risks otherwise covered by the general liability and automobile liability policies identified above. Each policy shall include coverage limits for bodily injury and property damage in the amount of \$1,000,000 combined single limit each occurrence (minimum).

6. Notices. All notices required by any Section of this Agreement shall be written and shall be timely delivered via a generally recognized national overnight courier, certified mail return receipt requested, in person and by hand, or by facsimile provided verification of delivery is obtained. Notices shall be delivered to the following addressees:

If to VTel: Vermont Telephone Company, Inc.
354 River Street
Springfield, Vermont 05156
Attn: President
Facsimile: (802) 885-6300

If to Customer:

Facsimile: _____

7. Entire Agreement and Severability. This Agreement, and any attachments, schedules or exhibits, including each fully executed Service Order, constitute the entire agreement between the Parties and supersede any and all other agreements whether verbal or written. The Agreement, including any Service Order, may only be amended by a writing duly executed by both Parties. Should any element of this Agreement, including any Service Order, be deemed to be unenforceable for any reason, the remainder of the Agreement, including such Service Order, shall remain in full force and effect. This Agreement shall not create any third party beneficiary rights.

8. Choice of Law; Choice of Forum. This Agreement shall be governed by the laws of the State of Vermont, excluding any laws or principles governing the conflict of laws.

9. Counterparts. This Agreement may be executed in one or more counterparts and each of such counterparts taken as a whole shall constitute one and the same document. Signatures sent by facsimile and appended to this Agreement are acceptable to the Parties as if such signatures were in original form.

10. Survival. The obligations of Article II, Section 4, Article III, Section 5 and 6, and Article IV, Sections 1, 2, 4, 6 and 8 shall survive the termination of this Agreement.

11. Assignment. Customer shall not assign or transfer its rights or obligations under this Agreement to any other person, whether or not an affiliate, without the express written consent of VTel, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding this limitation, in the event of a sale or transfer of ownership or control of either party, or of the business unit of either party using or providing the Service, this Agreement may be assigned or transferred.

12. Waiver and Headings. Either Party's failure to enforce any of the terms, conditions or other provisions of this Agreement at any time shall not in any way affect, limit, modify or waive that Party's right thereafter to enforce strict compliance with each term, condition or other provision hereof, any course of dealing or course of trade notwithstanding. The headings contained herein are not part of this Agreement, are descriptive only and are included solely for the convenience of the Parties.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives, as of the Effective Date.

ACKNOWLEDGMENT OF ARBITRATION. THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS DOCUMENT, I UNDERSTAND THAT I WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, I AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

In the presence of:

VERMONT TELEPHONE COMPANY, INC.

Witness

By: _____
Name: _____
Title: _____

[Woodstock Union High School/Middle School]

Christina Gallagher

Witness

By: *Dana A. Peterson*

Name: Dana A. Peterson
Title: Principal
Woodstock Union Middle School

Attachment A to Master Services Agreement

VTel Service Order Form

Customer Name:	Woodstock Union High School/Middle School	Customer Contact:	Raphael Adamek				
Address:	100 Amsden Way	City:	Woodstock	State:	VT	Zip:	05091
Phone:	802-457-1317	Fax:					
Customer Email:	radamek@wcsu.net						

Billing Contact:							
Phone:		Fax:					
Billing Address:		City:		State:		Zip:	
Billing Email:							

Date of Quote: 7/1/2017 *Quote valid for 30 days from date*

Description of Services: 1,000Mbps Internet connection to Woodstock Union High School/Middle School at 100 Amsden Way in Woodstock.

5 Static IP addresses

Estimate Delivery Date of Services: Within 30 days

Charges: \$2,000/month

Term (commencing on Delivery Date of Services): 36 months

Other: Quote pending site survey to confirm that services may be delivered as anticipated.

VTel Acceptance Signature:

Title:

Date:

Customer Signature:

Title:

Date:

Print Name:

Dana A. Peterson
Dana A. Peterson

Principal WUMS

3-28-17

