

Attn: Al Quimby 610-824-4435



PenTeleData Service Agreement

PenTeleData Services - General Agreement Cover Sheet

Customer Name: <b>Snyder County Libraries, Inc.</b>		PenTeleData Limited Partnership I
Billing Address: <b>1 North High St., Selinsgrove, PA 17870</b>		540 Delaware Ave., PO Box 197, Palmerton, PA 18071
Contract #: <b>11463</b>	Account #: <b>30066004</b>	
Non Recurring Fees: <b>\$Waived</b>	Monthly Recurring Fees: <b>\$219.85</b>	Annual Recurring Fees: \$

This Agreement contains this General Agreement Cover Sheet, the attached General Terms and Conditions and all Service Exhibit sheets (Exhibits) indicated below: (collectively, Agreement). The Exhibits supercede the General Terms and Conditions in the event of inconsistencies.

NOTE - All Services must be accompanied by a Service Exhibit Sheet

Service Type:

- CP Service & Maintenance Exhibit
- Cable Service Exhibit
- Cable Service Exhibit Attachment
- DS3 Port Exhibit
- EtherPoint Port Exhibit
- EtherPoint Port Exhibit Attachment
- Firewall Exhibit
- Internet Access Exhibit
- Maintenance / Support Waiver
- Misc. Products & Services Worksheet
- Other:

- Modem Agreement
- Modem Agreement Attachment
- MPLS Layer 3 WAN Exhibit
- MPLS Layer 3 WAN Exhibit Attachment
- Multi-Tenant Ethernet Exhibit
- Point-to-Point Virtual Circuit Exhibit
- Point-to-Point VC Exhibit Attachment
- Point-to-Point VPN Exhibit
- Point-to-Point VPN Exhibit Attachment
- Private SSL Digital Certificate
- CP-Only Work Authorization-Equipment Exhibit

- PTD Vendor Maintenance Exhibit
- Remote Access VPN Exhibit
- T1 Port Exhibit
- Toll Free contract Disclaimer
- Toll Free Verification
- Transport Exhibit
- Transport Exhibit Attachment
- Web Hosting / Design Exhibit
- Work Authorization Exhibit
- Work Authorization-Equipment Exhibit

Customer's signature indicates that Customer has read, understands and agrees with each of the Terms and Conditions of this Agreement including the Exhibits, which are incorporated herein. This Agreement shall become effective when signed by both parties.

Company Name: Snyder County Libraries, Inc.  
 Signature: [Signature]  
 Printed Name: Pamela G. Ross  
 Title: Executive Director  
 Date: 3/14/2012  
 Telephone: 570-374-3271

PenTeleData Limited Partnership I  
 Signature: [Signature]  
 Printed Name: John H. Williams  
 Title: General Manager  
 Date: 3-20-12  
 Telephone: 610-826-913

ORIGINAL



## PenTeleData Service Agreement

### General Terms and Conditions

The following General Terms and Conditions apply to all products and services provided pursuant to this Agreement and Service Exhibits.

#### 1.0 Billing

- 1.1 Customer shall pay PenTeleData for its use of the Services at the rates and charges specified in the Exhibits, without deduction, set off or delay for any reason, including circumstances arising under any other Exhibit. Charges set forth in the Exhibits do not include applicable taxes.
- 1.2 Payment is due within 30 days after the date of invoice and shall refer to the invoice number. Any restrictive endorsements or other statements on checks are invalid. Customer shall reimburse PenTeleData for all collection costs, including reasonable attorney's fees, associated with collecting delinquent or dishonored payments. A returned check fee of \$20 shall apply. Past due amounts will be assessed a 1.5% with a minimum \$2 interest charge per month or the maximum rate allowed by law.
- 1.3 Customer may be required to pay a deposit or prepay for certain services.
- 1.4 Customer is responsible for all shipping charges, sales and use taxes, and all other taxes and levies which are applicable to this Agreement and the provision of services there under, including personal property tax on the equipment used by PenTeleData in connection therewith, if any, but excluding tax on PenTeleData's income. Valid tax exemption certificates must be provided prior to the commencement of Services.
- 1.5 Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by PenTeleData. These may include, without limitation, accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or Interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.
- 1.6 PenTeleData may adjust the charges for the services provided hereunder upon the expiration of the initial term set forth herein or by giving customer at least thirty (30) days prior written notice. If PenTeleData increases the service charges, customer may terminate this Agreement upon written notice to PenTeleData prior to the effective date of the increase.
- 1.7 PenTeleData may assess reasonable Time and Material Charges when a Customer reports an issue to PenTeleData for repair or trouble isolation that requires a Dispatch and no trouble is found in PenTeleData or its Partners facilities and/or network, or with any PenTeleData managed customer premise equipment.

#### 2.0 Customer Responsibilities for Users

- 2.1 A User is anyone who Customer permits, by commission or omission, to use or access any Service, including but not limited to Customer's Affiliates.
- 2.2 Customer represents and warrants that its use and User's use of Services will at all times comply with all applicable laws, regulations and written and electronic instructions for use, including all policies posted from time to time on the PenTeleData website, <http://www.penteledata.net/aup>.
- 2.3 Except as expressly stated in an Exhibit, Customer may not resell any Services.
- 2.4 Customer authorizes PenTeleData to monitor and record calls and transmissions using the Services and calls or transmissions to PenTeleData concerning the Services in order to detect fraud, check quality and operate, maintain and repair the Services. Said information shall be disclosed only for internal purposes, in case of emergency as determined by PenTeleData, at the request of law enforcement officials and as otherwise may be required by law.

#### 3.0 Leases

- 3.1 Unless otherwise stated as equipment or facilities purchased by Customer herein, all facilities regarding Internet Access shall be leased, as opposed to purchased from PenTeleData. Customer

gains no ownership interest in the leased facilities and has no right to purchase said facilities.

- 3.2 PenTeleData and its agents or assigns shall maintain exclusive management and maintenance control over the facilities leased hereunder. For the purposes of this Agreement, facilities shall include but are not limited to fiber optic cables, CSU/DSUs, modems, routers, ATM switches, etc.
- 3.3 Any software provided by PenTeleData is subject to the software designer's license agreement. Nothing herein shall be construed to convey to Customer any ownership or use in the software greater than the license provided by the designer/copyright owner.
- 3.4 The Network is and shall remain the property of PenTeleData regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs PenTeleData's title to the Network, or any portion thereof, or exposes PenTeleData to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude PenTeleData from using the Network for services provided to other PenTeleData customers. For a period of three (3) months following PenTeleData's discontinuance of Service to the Service Location(s), PenTeleData retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent PenTeleData removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.
- 3.5 In order to deliver certain Services to Customer, PenTeleData may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the PenTeleData Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless PenTeleData has secured such access prior to this Agreement. In the event that Customer fails to secure or maintain such Access within a particular Service Location, PenTeleData may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if PenTeleData has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If PenTeleData is unable to secure or maintain Access outside of a particular Service Location, in which Access is needed to provide Services to such Service Location, Customer or PenTeleData may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum forty-five (45) days' prior written notice to the other party. In such event, if PenTeleData has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, PenTeleData shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

#### 4.0 Hazardous Materials

- 4.1 If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, PenTeleData may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify PenTeleData to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by PenTeleData as a result of



## PenTeleData Service Agreement

encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

### 5.0 Publicity

- 5.1 Each Party agrees that the other will not make any public statement or announcement regarding this Agreement without the consent of the other. Such consent will not be unreasonably withheld.
- 5.2 Notwithstanding the foregoing, Customer agrees to permit PenTeleData to identify Customer as a customer in marketing and advertising materials.
- 5.3 Each party agrees not to display or use, in advertising or otherwise, any of the other parties logos, trademarks, service marks or otherwise without the consent of the other. Such consent shall not be unreasonably withheld.

**6.0 Equipment not provided.** PenTeleData shall not be responsible for the installation, operation or maintenance of equipment, facilities and software not provided by PenTeleData; nor shall PenTeleData be responsible for the transmission or receipt of information by equipment, facilities and software not provided by PenTeleData.

### 7.0 No Warranties; Limitation of Liabilities

- 7.1 Except for service warranties contained herein or in an attached exhibit, PenTeleData does not make any express or implied warranty of any kind. Specifically, there is no express or implied warranty of merchantability or fitness for a particular purpose for the service provided hereunder.
- 7.2 Except for service warranties contained in an attached exhibit, PenTeleData will not be responsible for any loss of data from delays, non deliveries, incorrect deliveries, service interruptions, including those caused by the negligence, errors or omissions of PenTeleData, or other losses or damages.
- 7.3 PenTeleData shall not be liable to Customer for any damage arising from any event that is out of the control of PenTeleData. Neither shall PenTeleData be liable to Customer for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including, but not limited to, lost profits, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of PenTeleData, or the provision of services or performance hereunder, whether based in contract, tort, or any other legal theory, and whether or not PenTeleData has been made aware of the possibility of such damages.
- 7.4 Any damages not excluded by this section or any provision of an Exhibit shall be limited to proven direct damages not to exceed per claim or in the aggregate during any twelve-month period the total net payments made by customer for the applicable service under the applicable attachment during the 12 months preceding the month in which the damage occurred.
- 7.5 This Agreement does not expressly or implicitly provide any third party (including Customer's Users) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.
- 7.6 Notwithstanding the performance standards identified in an exhibit, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications or activities where absolutely accurate data or information is required.
- 7.7 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of PenTeleData is limited to the maximum extent permitted by law.

### 8.0 Indemnification

- 8.1 The parties agree to indemnify fully, defend and hold harmless each other and their respective parents, affiliated or subsidiary

companies and officers, agents and employees from and against any and all third party claims, (including Users) demands, damages and costs (including without limitation, reasonable attorney's fees), liabilities, suits, actions and proceedings of any nature and regardless of form of action arising from or in connection with this Agreement.

- 8.2 The indemnified party will notify the indemnifying party in writing promptly upon learning of any claim or suit for which indemnification may be sought; provided that failure to do so shall not affect the indemnity except to the extent the indemnifying party is prejudiced thereby.
- 8.3 The indemnifying party shall have control of the defense or settlement provided that the indemnified party shall have the right to participate in such defense or settlement with counsel of its own choosing and at its sole expense.
- 8.4 The indemnified party shall reasonably cooperate with the defense, at the indemnifying party's expense.
- 8.5 The indemnifying party shall not, without the indemnified party's express prior written consent, make any admission or stipulation, or consent to any settlement agreement or injunctive or non-monetary relief which could adversely affect any indemnified party.

**9.0 E-mail de-activations.** Any PenTeleData provided e-mail box that is inactive for six consecutive months will be deleted. Any e-mail within an inactive e-mailbox is probably spam and will be automatically deleted without inspection along with the e-mail box. Once deleted, the e-mail address associated with the e-mailbox will be deleted and become available for assignment to other customers. An e-mailbox is inactive if it has not been checked in 6 months, does not have an e-mail forward associated with it and is not the primary login for a dial-up account. If you intend to keep a mailbox active you may do so by retrieving e-mail from within the e-mailbox at least once every 6 months. PenTeleData is not responsible for any loss of any kind because of the deletion of boxes or the e-mail inside. If your e-mailbox is deleted for inactivity, you may contact Customer Service at 800.281.3564 to have the e-mailbox reinstated if the e-mail address is still available.

**10.0 Prohibited Assignments.** Without the prior written consent of the other party, which shall not be unreasonably withheld, neither party may assign this Agreement or the performance of its obligations under this Agreement.

**11.0 Governing Law.** The parties will negotiate in good faith in an effort to resolve any dispute, disagreement or claim without resort to formal legal proceedings. During the course of such negotiations, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully apprised of the situation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania. The Courts of Carbon County, Pennsylvania shall be the exclusive forum for any disputes arising out of this Agreement.

**12.0 Right to Equitable Relief.** The parties agree that a breach of the conditions of use provision of this Agreement and the Exhibits would result in substantial damages to PenTeleData, which would be difficult, if not impossible, to ascertain and, by reason of that fact, the parties agree that in the event of any breach of these paragraphs, PenTeleData, its successors and assigns, shall have the right to enforce the Conditions of Use provisions by injunction or other proceedings in equity.

**13.0 Notices.** Notices under this Agreement shall be given by delivery in person to an officer of the other party (in which event notice shall be deemed given at the time of that delivery), or by first class U.S. Mail or by overnight private carrier (e.g., UPS, FedEx), in which event notice shall be deemed given 3 business days after such deposit of notice with the carrier with the cost of delivery full pre-paid. To be effective, notices given via the U.S. Mail or private carrier shall be followed within 24 hours with fax or electronic mail delivery of said notice.

**14.0 Force Majeure.** Failures of service by the local exchange or the interexchange carrier, local cable company, or other third party or by



### PenTeleData Service Agreement

strikes, labor disturbances, Acts of God, or any event of force majeure which prevents commencements of service hereunder or causes material continuing degradation of service under this Agreement shall give both PenTeleData and Customer a right to terminate this Agreement. No damages or cost reimbursements will be owed by either party to the other if this Agreement is terminated on account of an event of force majeure or an act of an unrelated third party. In any event, each party shall cooperate to enable PenTeleData to remove the Equipment, if any, and otherwise to cease providing service without undue cost or delay.

15.0 PenTeleData may send service affecting information to the e-mail addresses indicated on the master contract, those provided by the customer to the PenTeleData Sales-Engineering team for notification, those provided by the customer to the PenTeleData Network Control Center, as well as any that the customer configures through the PenTeleData S.M.A.R.T. customer portal. PenTeleData may send PenTeleData announcements and promotional information to addresses listed on the master contract as well as those addresses provided by the customer to the PenTeleData Sales or Commercial Customer service group.

**16.0 Termination**

16.1 If a party breaches any material term of this Agreement and fails to remedy the breach within 30 days of receipt of written notice, the other party may terminate for cause any Exhibit affected by the breach. If Customer fails to pay any charge when due and such failure continues for 30 days, PenTeleData may, at its option, terminate affected Exhibits, suspend Service under affected Exhibits, require a deposit under any or all Exhibits as a condition of continuing Service and/or terminate this entire Agreement.

16.2 An Exhibit may be terminated immediately upon written notice by either party, only if: the termination is mandated by governmental or regulatory authority; or the other party files a bankruptcy petition or has an involuntary bankruptcy petition filed against it.

16.3 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, PenTeleData may, by providing written notice to the Customer, require that the affected

provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, PenTeleData may, in its sole discretion, terminate this Agreement, in whole or in part, upon forty-five (45) days written notice to Customer

16.4 Termination by either party of an Exhibit does not waive any other rights or remedies it may have under this Agreement.

16.5 Termination or suspension of an Exhibit, except as provided in 16.1, shall not affect the Services provided or the rights and obligations of the parties under any other Exhibit.

16.6 Either party may terminate any Exhibit, after the expiration of the Exhibit's initial Term, upon 60 days prior written notice to the other party; further, Customer may terminate any Exhibit with 30 days prior written notice and payment of any applicable Termination Charges.

16.7 Early Termination Charges. Unless otherwise noted in the exhibit, the termination charge is 100% of the remaining charges for all the exhibits until the end of the initial term.

16.8 PenTeleData may terminate any Exhibit for Customer's breach of this Exhibit, including without limitation failure to abide by the Conditions of Use and delinquency. Upon termination, Customer shall be liable for all charges incurred as of the date of termination, and, if applicable, any Termination Charges associated with any Exhibit.

17.0 **Entire Agreement.** The Agreement, Cover sheet and each of the Exhibits, if any, represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. PenTeleData may change or modify the Agreement, and any related policies from time to time ("Revisions"). Customer will receive notice of the Revisions in the next applicable monthly invoice or via e-mail to the account authorized contact. The Revisions are effective upon notification. Customer shall have forty five (45) calendar days from the notification of such Revisions to provide PenTeleData with written notice that the Revisions adversely affect Customer's use of the Service(s). If after notice PenTeleData is able to verify such adverse effect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to PenTeleData beyond the termination date, including early termination charges, if any. This shall be Customer's sole and exclusive remedy.

18.0 **Severability.** If any portion of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain effective and the parties shall promptly negotiate to replace invalid or unenforceable portions that are essential parts of this Agreement.

Customer Signature:

PenTeleData:

Date: 3/14/12

Date: 3-20-12

ORIGINAL



### Commercial Cable Services Exhibit Sheet

Contact Name: **Pam Ross**

Customer Name: **Snyder County Libraries, Inc.**

Installation Location: **Selinsgrove Community Center Library, 297 SR 204, Selinsgrove PA 17870**

Date: **3/14/12**

DOCSIS Cable Service Level: **8Mbps / 2Mbps - upgrade from 6Mbps/1.5Mbps**

Term:  1 Year  3 Years  5 Years

Other: **7/1/2012 to 6/30/2015**

Non Recurring Charge: **\$ Waived**

Monthly Recurring Charge: **\$ 99.95**

Contact for Install: **Pam Ross**

Phone: **570-374-3271**

Special Notes: **Contract renewal / upgrade. Create new account to combine accounts 1764101, 151884, 151878**

This Exhibit consists of the following Terms and Conditions, any Sales Quotes, Sales Disclosures, Contracts, and Equipment Rental Agreements. This Exhibit, together with the General Agreement Cover Sheet, PenTeleData Services Agreement-General Terms and Conditions, and PenTeleData Internet Service Exhibit (if applicable) set forth the terms and conditions under which PenTeleData will provide DOCSIS Cable service to Customer.

- 1.0 Service: A. PenTeleData agrees to provide Customer with DOCSIS Cable service as specified in this Exhibit. B. PenTeleData will maintain all control over provided DOCSIS Cable connection(s) to Customer, including; ordering installation to demarcation point (Point-of-Entry), maintenance, repair, changes, and disconnections. C. PenTeleData will require Customer to provide a copy of the cover sheet of a statement for cable services to the desired DOCSIS Cable installation location for the purposes of verification of class of service and accuracy of ordering information. D. Unless otherwise established in writing, Customer is responsible for all costs involved in the extension of ordered DOCSIS Cable line beyond the established Cable Company Demarcation Point (Point-of-Entry) into the Customer location. E. Customer is required to use an appropriate DOCSIS Cable Modem from PenTeleData in order to receive DOCSIS Cable Services. F. Unless otherwise established in writing, Customer is responsible for all costs associated with the use of a PenTeleData provided DOCSIS Cable Customer Modem ("DOCSIS Cable Modem"). G. Unless otherwise established in writing, Customer is responsible for all costs associated with any additional equipment necessary for the operation of provided DOCSIS Cable Service.
- 2.0 Availability: A. Coverage Area: The DOCSIS Cable Coverage area is defined as the locations that are within the service area determined by the Cable Company providing the Cable Wiring to the customer location. B. PenTeleData reserves the right to decline to offer DOCSIS Cable Service to a Customer based upon the absence of availability of facilities or the existence of any circumstances that would prevent a Customer location from receiving DOCSIS Cable Service. C. Some areas require Cable TV service. This exhibit does not include any applicable cable company charges for cable TV service or Cable installation.
- 3.0 Bandwidth or DOCSIS Cable Service Level: A. Bandwidth or DOCSIS Cable Service Level is specified as the maximum speed of the DOCSIS Cable Data transport provided from the Customer location to the Cable Company Central Office Co-Location. B. PenTeleData does not guarantee a minimum bandwidth from a Customer Location to the Internet. C. PenTeleData reserves the right to offer a lower DOCSIS Cable Service Level or Bandwidth than requested by the Customer, subject to availability. D. PenTeleData cannot guarantee that a requested Bandwidth or DOCSIS Cable Service Level will be available within any DOCSIS Cable Coverage Area.
- 4.0 Internet Service provided by PenTeleData may be used by the directors, officers, and employees of Customer, and its agents and consultants while performing services for Customer for commercial, research and/or educational purposes. Customer may not provide Internet connectivity to any third parties other than the above mentioned entities.
- 5.0 No Warranties: A. PenTeleData does not make any express or implied warranty of any kind as to the suitability or fitness for any purpose of provided DOCSIS Cable Service. B. PenTeleData does not make any express or implied warranty of availability or uptime of DOCSIS Cable Service to Customer.
- 6.0 Repair and Monitoring: A. PenTeleData cannot guarantee a minimum timeframe for the repair or remediation of any Cable Company or other Carrier facility interrupted that causes an interruption of DOCSIS Cable Service to Customer. B. PenTeleData will provide support of customer service interruptions through established escalation methods within its Technical Support operations team.
- 7.0 Software: A. Customer agrees to be bound by all license agreements provided with any software issued by PenTeleData to Customer for use in providing DOCSIS Cable Service. B. Customer agrees to discontinue use and return all copies of said software provided by PenTeleData to Customer in the event that DOCSIS Cable Service is discontinued by either party.
- 8.0 Internet Protocol Addressing (IP addressing): A. PenTeleData will provide each DOCSIS Cable Customer with one (1) reserved and one (1) dynamic pool IPv4 Address. B. Both IP addresses can only be used when they are assigned to Customer's networking equipment via DHCP; if Customer attempts to manually assign either IP address to their networking equipment, network access will be denied. C. It is PenTeleData's default policy for DOCSIS Cable Customers using routers to utilize Network Address Translation (NAT). D. PenTeleData will provide each DOCSIS Cable Customer using a router with globally-routable IP addresses on an as-needed basis provided that the Customer's networking needs cannot be satisfied using Network Address Translation (NAT). E. PenTeleData will provide only enough globally-routable IP addresses as the Customer has actual need for at the time of the request; requests for IP address blocks larger than a /27, /32 IP addresses, require a network map and detailed network information for justification. F. Dynamic IP's may change at any time without notice, Reserved IP's may change with 3 business days notice and routed blocks may change with 30 calendar days notice.
- 9.0 Term: A. This Exhibit is effective upon signature by Customer and accepted in writing by PenTeleData as indicated by signature on the General Agreement Cover Sheet and initialed on this Exhibit. (Effective Date) B. The Term of this Agreement begins on the Commencement Date and expires as provided for herein. (Term) The Commencement Date shall be the first day that service is operational as indicated by a notice from PenTeleData to Customer, which shall be incorporated herein by reference. C. This Exhibit shall automatically renew for an additional identical term unless terminated pursuant to the termination procedure in the General Terms and Conditions. D. Recurring Billing shall begin on the Commencement Date. E. Deposits and Installation fees shall be billed within 30 days of the Effective Date of this Agreement.
- 10.0 Early Termination charges for Cable Internet services are 25% of the monthly service charges times the remaining months of service. If \$249.95 setup fee was initially waived the client cancels service prior to fulfilling a 3 year agreement the setup fee will be reinstated and billed to the customer.
- 11.0 Reasonable Steps to Assure Compliance; Customer shall be responsible for taking reasonable steps to secure compliance by all persons using the Service at, by, or through, the Customer consistent with the Conditions of Use, above. If a probable violation of the Conditions of Use section is detected, Customer is requested to report the probable violation in as much detail as is practical to assist PenTeleData and other allied organizations in preventing or deterring similar violations.
- 12.0 Obligation to maintain Cable Television service. If customer purchases cable television service from a PenTeleData associated provider, Customer must maintain that cable television account in good standing. Failure to do so may cause interruption or termination of the services provided under this Agreement.

Customer Initials: *PRR*

PenTeleData Initials: *[Signature]*

Date: *3/14/12*

Date: *3/20/12*

CBL-EXS-NE-060611

ORIGINAL



### Commercial Cable Services Exhibit Sheet Attachment

Company Name: **Snyder County Libraries, Inc.**

Date: **3/14/12**

This Exhibit Attachment together with the General Agreement Cover Sheet, PenTeleData Service Agreement and Commercial Cable Services Exhibit set forth the terms and conditions under which PenTeleData will provide Commercial Cable Services to Customer.

Installation Location: <b>Beavertown Library, 111 W Walnut St, Beavertown PA 17813</b>
DOCSIS Cable Service Level: <b>6Mbps / 1.5Mbps - upgrade from 4Mbps/768Kbps</b>
Non Recurring Charge: \$ <b>Waived</b>
Monthly Recurring Charge: \$ <b>59.95</b>

Installation Location: <b>Middleburg Community Library, 13 N Main St, Middleburg PA 17842</b>
DOCSIS Cable Service Level: <b>6Mbps / 1.5Mbps</b>
Non Recurring Charge: \$ <b>Waived</b>
Monthly Recurring Charge: \$ <b>59.95</b>

Installation Location:
DOCSIS Cable Service Level: /
Non Recurring Charge: \$
Monthly Recurring Charge: \$

Installation Location:
DOCSIS Cable Service Level: /
Non Recurring Charge: \$
Monthly Recurring Charge: \$

Installation Location:
DOCSIS Cable Service Level: /
Non Recurring Charge: \$
Monthly Recurring Charge: \$

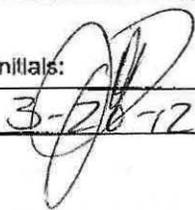
Installation Location:
DOCSIS Cable Service Level: /
Non Recurring Charge: \$
Monthly Recurring Charge: \$

Installation Location:
DOCSIS Cable Service Level: /
Non Recurring Charge: \$
Monthly Recurring Charge: \$

Installation Location:
DOCSIS Cable Service Level: /
Non Recurring Charge: \$
Monthly Recurring Charge: \$

Installation Location:
DOCSIS Cable Service Level: /
Non Recurring Charge: \$
Monthly Recurring Charge: \$

Customer Initials: **PKR**

PenTeleData Initials: 

Date: **3/14/12**

Date: **3-20-12**

ORIGINAL



# Modem Agreement

By signature below, ("Customer") Indicates its acceptance of the following described Modem furnished by PenTeleData to Customer, subject to the terms and conditions herein.

Modem Agreement for DOCSIS Cable Service

The Modem described herein shall be located at:

Customer Physical Street Address: **Selinsgrove Community Center Library, 297 SR 204, Selinsgrove PA 17870**

1. Customer agrees that the Modem described herein will be used by Customer only in association with the said service, indicated above, provided to Customer by PenTeleData under the terms and conditions of this Agreement and associated Service Agreements for the above service.
2. Customer shall have the use of such Modem per the terms outlined in this Agreement until cancellation or termination of the associated Service Agreement for PenTeleData Services.
3. Customer shall be responsible for all charges associated with the acceptance of this modem from PenTeleData, as contained in the associated Service Agreement.
4. Customer shall return the Modem to PenTeleData in good condition within ten (10) days following the termination of this agreement or cancellation of the associated Service Agreement. Customer is required to reimburse PenTeleData the retail purchase cost of the said Modem for failure to return the Modem to PenTeleData within the required ten (10) day period set forth in this Agreement. Customer is also required to reimburse PenTeleData the retail purchase cost of said Modem for any loss of, or damage to, the Modem while in Customer's possession, including loss or damage caused by agents, employees, or independent contractors of Customer through any negligence or willful misconduct or loss due to theft.
5. Customer maintains no property right or interest in the Modem. All right, title, and interest to such items remains at all times solely with PenTeleData. Customer shall not have, nor shall it assert any right, title, or interest in said Modem described by this Agreement.
6. Customer shall not subject said Modem provided hereunder to any claims, liens, or encumbrances.
7. Said Modem deemed defective shall be repaired or replaced by PenTeleData without cost to Customer provided that such defect was not caused by the negligence or willful misconduct of Customer, Customer's agents, employees, or independent contractors.
8. Customer may not prevent PenTeleData from accessing or removing PenTeleData owned equipment, provided that PenTeleData's actions are consistent with this Agreement. Customer agrees, with reasonable notice, to make said Modem available to PenTeleData for testing and maintenance necessary in a condition specified by PenTeleData or one of its Agents.
9. PenTeleData shall not be liable for any damage to the premises of Customer resulting from the furnishing of said Modem on Customer's premises or the installation or removal thereof, when such damage is not the result of negligence or willful misconduct on the part of the agents, employees, or contractors of PenTeleData.
10. PenTeleData makes no warranties or Agreements, written or implied, including warranties of fitness for a particular purpose, in connection with said Modem.

Customer Initials: PAR

PenTeleData Initials: [Signature]

Date: 3/14/12

Date: 3-20-12

ORIGINAL



# Modem Agreement Attachment

By signature below, ("Customer") indicates its acceptance of the following described Modem furnished by PenTeleData to Customer, subject to the terms and conditions herein.

This Exhibit Attachment together with the General Agreement Cover Sheet, PenTeleData Service Agreement and Modem Agreement set forth the terms and conditions under which PenTeleData will provide Commercial Cable Services to Customer.

2.  Modem Agreement for DOCSIS Cable Service

Customer Physical Address: **Beavertown Library, 111 W Walnut St, Beavertown PA 17813**

3.  Modem Agreement for DOCSIS Cable Service

Customer Physical Address: **Middleburg Community Library, 13 N Main St, Middleburg PA 17842**

4.  Modem Agreement for DOCSIS Cable Service

Customer Physical Address:

5.  Modem Agreement for DOCSIS Cable Service

Customer Physical Address:

6.  Modem Agreement for DOCSIS Cable Service

Customer Physical Address:

7.  Modem Agreement for DOCSIS Cable Service

Customer Physical Address:

8.  Modem Agreement for DOCSIS Cable Service

Customer Physical Address:

9.  Modem Agreement for DOCSIS Cable Service

Customer Physical Address:

10.  Modem Agreement for DOCSIS Cable Service

Customer Physical Address:

Customer Initials: *PAR*

PenTeleData Initials: *[Signature]*

Date: *3/14/12*

Date: *3-20-12*

ORIGINAL