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## Master Service Agreement

This Agreement ("Agreement") contains the general term and conditions applicable to purchases of services ("Services") from VITALink, LLC.(VITALink).

1. Service Delivery. Requests for Services will be on VITALink Service Orders ("Orders") stating the pricing and term ("Service Term") for which Services are requested. The term for Services in the Order is 3 years from the Service Delivery Date if not specified on the Service Order. Service Order will auto-renew for additional 12 months upon term expiration. Minimum 60 day written notice required for termination as permitted herein. VITALink will try, but is not obligated, to provide Services by requested or otherwise committed delivery dates. Should VITALink determine to accept Orders, the Service Term will commence when the Service is installed ("Service Commencement Date"). Unless Customer notifies VITALink within 3 days of the Service Commencement Date that Service is not working properly, the Service will be deemed accepted and billing will commence on the Service Commencement Date. Customer will at its expense provide suitable access to non-VITALink facilities or power required for Service delivery or removal of equipment. Title to all equipment and software provided by VITALink remains with VITALink. VITALink's then current Acceptable Use and Privacy Policies apply to Customer's use of Service.

2. Connecting to the VITALink Network. Customer is responsible for the costs of any work required to extend service from existing VITALink mainline fiber trunks to the Customer demarcation point. All work, whether performed by VITALink or someone authorized by VITALink, must be done in accordance with VITALink standards and specifications. Customer warrants that they have, or have been granted, the necessary permission to allow VITALink's service line to be installed at the Service Location; an access right-of way for maintenance of VITALink's service lines and authorization to attach to buildings or other structures as necessary to provide the Service. Any underground installation is the responsibility of the Customer. Customer, or Customer's contractor, must dial 811 at least 72 business hours prior to digging. Pathways installed, designated or provided for VITALink's Service shall become property of VITALink and shall not be used by any other entity or for any other use.

3. Charges. Billing statements are delivered monthly by email. Customer is responsible for checking email at least monthly. Customer should contact VITALink Billing at [billing@vitalink.us](mailto:billing@vitalink.us) or 724-329-1516 immediately if you have not received your billing statement electronically. There is a fee for each US Postal mailed billing statement. Fixed charges are billed in advance and usage-based charges are billed in arrears; partial months being prorated. VITALink's standard charges apply to moves, adds or changes agreed to by VITALink. Payment is due upon Customer's receipt of invoices and is past due 30 days after the invoice date ("Payment Deadline"). Past due amounts bear interest at the lesser of 1.5% per month or the highest rate allowed by law. Customer agrees to pay all Service charges, even if incurred as the result of unauthorized use. If Customer disputes an invoice, Customer will pay the undisputed amount by the Payment Deadline and submit written notice of the disputed amount detailing the nature of the dispute and the invoices disputed. Disputes must be submitted within 90 days of the date of the invoice or the right to dispute is waived. If a dispute is resolved against Customer, Customer will pay the disputed amounts plus interest from the Payment Deadline within 30 days. VITALink may require a security deposit of up to 2 months estimated charges as a condition to accepting an order or, for a) usage-based Services at any time; or b) non-usage based Service if Customer fails to timely pay VITALink hereunder or VITALink reasonably determines that Customer has had an adverse change in financial condition. If any change in applicable law or regulation affects the delivery of Service, VITALink may pass any increased costs through to Customer.

4. Taxes and Tax Like Fees. Except for VITALink's net income tax, Customer is responsible for all taxes, fees, surcharges, license fees and other tax like charges imposed on or incident to the provision, sale or use of Service (whether imposed on VITALink or its affiliates). Such charges may be billed as cost recovery fees. Valid exemption certificates will be given prospective effect upon receipt by VITALink.

5. VITALink Owned Facilities & Equipment Maintenance. Maintenance of the Service may, but ordinarily will not, result in limited Service interruptions. Customer will not attempt maintenance of VITALink owned facilities or equipment. Customer is responsible for the costs of any maintenance and repair required by acts or omissions of Customer. Customer is responsible for maintenance & repair of all facilities and equipment on the Customer side of the designated demarcation point.

6. Termination. If (i) Customer fails to pay VITALink any undisputed charges when due and such failure continues for 5 business days after written notice from VITALink or (ii) either party fails to observe any other material term of this Agreement and such



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failure continues for 30 days after written notice from the other party, then the non-defaulting party may terminate this Agreement or any Order, in whole or in part, and subject to the limitations of this Agreement, pursue any remedies it may have at law or in equity. If Customer terminates Service for convenience or VITALink terminates Service for cause, Customer will pay VITALink a termination charge equal to the sum of: (a) all unpaid amounts for Service actually provided; (b) any waived charges for the Services(s); (c) 100% of the remaining monthly recurring charges (if any) for the remaining months of the Service Term; and (d) any termination liability payable to third parties by VITALink resulting from the termination.

7. Confidentiality & Privacy: VITALink may provide Customer with access to VITALink's web page, member service page, staff page, ticket tracking system, dashboard, portal and/or other secure areas that may require a login and password. Customer understands that all activities are logged. Information the Customer has access to may not be used for purposes other than those intended. Customer will take appropriate measures to maintain confidentiality of any personal information available. Login information may not be shared with other persons or entities. Access may be revoked at any time and for any reason. Customer will be fully liable for any intentional, or unintentional, disclosure of any proprietary or confidential information obtained as a result of Customer access to secure VITALink locations (virtual or physical).

8. LIABILITY LIMITATIONS. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT OR ANY ORDER. CUSTOMER'S SOLE REMEDIES FOR ANY OUTAGES, FAILURES TO DELIVER OR DEFECTS IN SERVICE ARE CONTAINED IN THE SERVICE LEVELS APPLICABLE TO THE AFFECTED SERVICE. VITALink WILL HAVE NO LIABILITY FOR ANY CLAIMS RELATING TO 911 OR OTHER EMERGENCY REFERRAL CALLS. VITALink MAKES NO WARRANTIES OR REPRESENTATIONS RESPECTING THE SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Service Levels. The Service level commitments ("Service Levels") for Services are stated in the applicable Service Schedules for each Service. Service Levels generally do not apply to services provided by third parties, during periods of force majeure or during Service maintenance ("Excused Outages"). If VITALink does not meet a Service Level (based on VITALink's records) applicable service credits will be issued upon Customer's request to VITALink Customer Service. Credits must be requested within 60 days after the event giving rise to the credit. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the Service Levels (if any). Maintenance windows for scheduled service is between 12:00am and 6:00am local time. Service interruptions during scheduled maintenance windows are not subject to SLA commitments.

10. Assignment. Customer may not assign its rights or obligations under this Agreement or any Order without the prior written consent of VITALink, not to be unreasonably withheld. Unless otherwise provided in a Service Schedule, Customer may not resale, share or provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services") without prior written consent by VITALink. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Customer will indemnify and defend VITALink, its affiliates and their agents against any claims related to any use or resale of Service or any claims arising from or related to any Customer Provided Services. Nothing in this Agreement, express or implied, confers upon any third party any right, benefit or remedy under this Agreement.

11. Miscellaneous. The terms of this Agreement and all information of a confidential nature acquired in performing this Agreement are confidential as permitted by law and will not be disclosed to third parties. VITALink may provide notices under this Agreement to any address identified in an Order. Notices to VITALink will be made in writing to the address below. Services may be provided by VITALink or its affiliates. This Agreement is the entire agreement between the parties respecting the subject matter hereof and can only be modified in a writing signed by both parties. Neither party will be liable, nor will any remedy provided by this Agreement be available, for any failure to perform due to causes beyond such party's reasonable control. If either party fails to enforce any right or remedy under this Agreement, such failure will not waive the right or remedy. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions.