



PenTeleData Services – General Agreement Cover Sheet

Customer Name: Lehighton Area School District (Voice)		PenTeleData Limited Partnership I
Billing Address: 1000 Union St, Lehighton, PA 18235		540 Delaware Ave., PO Box 197, Palmerton, PA 18071
Contract #: 1606703	Account #: 3369443	Rep: Joseph Russo Phone: 484-866-0628
Non Recurring Fees: \$20.00	Monthly Recurring Fees: \$23.40	Annual Recurring Fees: \$0.00

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

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

Service Type:

Voice Services

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: Lehighton Area School District (Voice)

Signature:

Printed Name: Gretchen Lavoilette

Title: Director of Academic Programs and Technology

Date:

Telephone:

CCS-NE-051217

PenTeleData Limited Partnership I

Signature:

Printed Name: **Jaime Mendes**

Title: **Vice President of Operations**

Date:

Telephone: **855-223-4237**



SIP Account Service Exhibit Sheet

Customer Name: Lehighon Area School District (Voice)

Date: 07/15/2026

1000 Union St, Admin, Lehighon, PA 18235	
Primary Voice: SIP Trunk Long Distance Charge per Minute in Excess of Calling Plan: \$0.030	
Quantity: 2.00 Term (if applicable): 60 Months Contract Start Date (if applicable): Contract End Date (if applicable):	Product Classification: New Monthly Recurring Charge: \$23.40 Non Recurring Charge: \$20.00
Special Notes: adding 2 more call paths to Admin paging SIP trunk	

This Exhibit consists of the following Terms and Conditions, any Sales Quotes, Sales Disclaimers, 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 SIP Account service to Customer.

1. All telephone services provided by PenTeleData rely on SIP (Session Initiation Protocol) for signaling and controlling voice communications between the Customer Service Location and the voice call destination. If the Customer desires that PenTeleData provide a PRI (Primary Rate ISDN) or POTS (Plain Old Telephone System) handoff to Customer owned and supported equipment, hardware to provide such a hand off must be rented and supported by PenTeleData under a separate agreement.
2. SIP Trunk Accounts and SIP PRI Service include:
 - 2.1. At no additional charge:
 - 2.1.1. One call path
 - 2.1.2. In the case of SIP Trunk Accounts combined with rented and supported hardware from PenTeleData to operate as a PRI (Primary Rate ISDN) circuit, twenty-three (23) call paths will be provided.
 - 2.1.3. Unlimited inbound calls
 - 2.1.4. Unlimited outbound local calls
 - 2.1.5. Ability to call 211, 611, 711, 811, and 911
 - 2.1.6. User accounts to an online portal for managing DIDs and voice devices as needed
 - 2.2. As options, at an additional charge
 - 2.2.1. One or more DID (Direct Inward Dialing) phone numbers, each of which include 911 address registration and directory listing
 - 2.2.1.1. Fixed Call Forwarding of a DID can per performed for an additional fee
 - 2.2.2. One or more Toll Free Numbers
 - 2.2.2.1. All inbound minutes to Toll Free Numbers are charged
 - 2.2.2.2. No directory listing is included with Toll Free Numbers
 - 2.2.3. A Long Distance destination calling plan, consisting of 500, 1000, 5000, or 10000 minutes of Long Distance destination calling to the lower 48 states.
 - 2.3. Call by call charges:
 - 2.3.1. Long Distance destination calls will be assessed a per minute charge if the number of Long Distance minutes on the Trunk Account consumed within the billing period exceeds the number of Long Distance minutes allowed by the Long Distance destination calling plan or if no Long Distance destination calling plan is purchased for the Account
 - 2.3.2. International destination calls will be assessed a per minute charge based on the then current international rate for the destination
 - 2.3.3. Calls to 411 (directory assistance) will be rated at a cost of \$0.75 per minute.
 - 2.3.4. Calls to operator assistance (dialing '0') will be rated at a cost of \$0.65 per minute.
3. Hosted PBX SIP Service and SIP POTS Service include:
 - 3.1. At no additional charge:
 - 3.1.1. 3-Way calling
 - 3.1.2. One DID (Direct Inward Dialing) phone number, including 911 address registration and directory listing
 - 3.1.3. Unlimited inbound calls
 - 3.1.4. Unlimited outbound local calls
 - 3.1.5. Unlimited Long Distance destination calling to the lower 48 states
 - 3.1.6. Ability to call 211, 611, 711, 811, and 911
 - 3.1.7. Visual voicemail via the online portal
 - 3.1.8. Voicemail to e-mail forwarding of voicemail audio files.
 - 3.2. As options at an additional charge
 - 3.2.1. An Auto-Attendant, which is a voice menu system that allows callers to be transferred to an extension without going through a telephone operator or receptionist.
 - 3.2.1.1. The Basic Auto-Attendant includes:

- 3.2.1.1.1. Ability to press 0-9, *, and # to be transferred to a specific phone
 - 3.2.1.1.2. Ability to dial by last name
 - 3.2.1.1.3. Ability to dial by extension
 - 3.2.1.2. The Advanced Auto-Attendant includes:
 - 3.2.1.2.1. All the features of the Basic Auto-Attendant
 - 3.2.1.2.2. Up to three cascading Auto-Attendant Menus
 - 3.2.1.2.3. Up to 5 time-of-day routing schedules
- 3.2.2. Virtual Mailbox, which is a voice mailbox that can be used to collect voice messages from callers and that does not require the ringing of a physical phone. A Virtual Mailbox includes:
 - 3.2.2.1. One DID
 - 3.2.2.2. Portal access
 - 3.2.2.3. Voice mail to e-mail forwarding
- 3.2.3. One or more Toll Free Numbers
 - 3.2.3.1. All inbound minutes to Toll Free Numbers are charged
 - 3.2.3.2. No directory listing is included with Toll Free Numbers
- 3.2.4. Hunt Group
 - 3.2.4.1. Basic user based hunting
 - 3.2.4.1.1. Ability to have an incoming call ring up to 10 users simultaneously
 - 3.2.4.2. Basic device based hunting
 - 3.2.4.2.1. Ability to have an incoming call ring a group of up to 10 devices in one of the following ways: In Order, Simultaneously, or First Available. This option has the ability to 'Time out' to a destination like a voicemail box.
 - 3.2.4.3. Advanced user based hunting includes the features of basic user based hunting as well as up to 5 time-of-day schedules.
 - 3.2.4.4. Advanced devices based hunting includes the features of basic device based hunting as well as up to 5 time-of-day schedules.
- 3.3. Call by call charges:
 - 3.3.1. International destination calls will be assessed a per minute charge based on the then current international rate for the destination
 - 3.3.2. Calls to 411 (directory assistance) will be rated at a cost of \$0.75 per minute.
 - 3.3.3. Calls to operator assistance (dialing '0') will be rated at a cost of \$0.65 per minute.
- 4. Responsibilities for Troubleshooting and Repair of Hosted PBX SIP Service With A Customer Managed LAN
 - 4.1 If Customer elects to maintain their own Local Area Network (LAN) equipment, cabling, and/or non-PenTeleData Internet connectivity to use with PenTeleData Hosted PBX SIP Service, Customer is responsible for ensuring that their LAN and Internet connectivity operates in a way that will not degrade the Hosted PBX SIP Service.
 - 4.2 Should Customer initiate a support case with PenTeleData, and the source of degradation be determined to be Customer's LAN configuration or equipment or non-PenTeleData Internet connectivity, Customer will be liable for Time and Materials (T&M) charges at PenTeleData's then current rates for the support case.
- 5. Excessive Usage Policy
 - 5.1. All bulk rate calling plans are subject to this excessive usage policy. When bulk rate or flat rate plans are provided with a SIP Account, excessive usage is prohibited and the excess portion of usage is subject to additional charges at the regular usage rates. Reasonable usage levels are determined by examining the aggregate usage of other PenTeleData SIP Accounts with a similar number of end users. If a Customer is subject to additional charges for excessive usage, either party may opt to terminate this agreement without penalty by providing 30 days notice to the other party. Excessive usage is defined as usage that exceeds 125% of the average usage of SIP Accounts with a similar number of end users.
- 6. Rounding Call Duration for Rating Purposes
 - 6.1. Call duration will be rounded up to the next minute for the purpose of rating the call. For example, a call with a duration of 5 minutes and 1 second will be rated as if its duration was 6 minutes.
- 7. International Destination Call Rates
 - 7.1. The rates for international calls are subject to change at any time. The current rates will be published at www.penteledata.net.
- 8. This SIP Account Service includes no backup power system that would ensure that the Service would remain available during a power outage at Customer's Service Location. PenTeleData recommends that sufficient power backup be used to ensure that the Service can operate during a power outage lasting at least 8 hours and up to 24 hours. PenTeleData can design and quote such a power backup solution if requested.
- 9. Customer acknowledges that certain security systems may not function properly with this Service. Because of the vast array of security systems, it is difficult to determine security system compatibility. Therefore, it is solely Customer's responsibility to determine compatibility with its security system.
- 10. Service Availability for SIP Service:
 - 10.1. Definition of unavailable: SIP Service is considered unavailable when Customer is unable to make and/or receive calls by multiple users at one or more Service locations and the user has reported the issue to the PenTeleData.
 - 10.2. Service Availability for SIP Service does not apply to call quality.
 - 10.3. The following causes shall not be considered in calculating unavailability credits or chronic outage remedies: Unavailability as a result of Force Majeure (as defined in the General Terms and Conditions), unavailability as a result of scheduled maintenance windows for on-net circuits, unavailability as a result of off-net and unprotected circuit maintenance which may occur at anytime without notice, unavailability as a result of Customer circuit overutilization, unavailability as a result of Customer network/equipment failure, and unavailability as a result of the Customer refusing to let authorized repair personnel onsite access as necessary are not applicable. On-Net circuit maintenance windows are Tuesday and Thursday 12AM ET – 6AM ET with notification of planned outages for on-net circuits ten (10) business days prior to maintenance window.
 - 10.4. Unavailable service credits: Unavailable time is calculated on a per incident basis. Credits may be issued as noted below based on the duration of a single incident and are a percentage of the monthly recurring charge for the SIP Service. The maximum credits for a specific outage will not exceed ten (10) days' credit. In no event will the total credit, in the aggregate for all credits issued in one month exceed the equivalent of 100% of the relevant MRCs for the SIP Service.
 - 10.5. Chronic Outage for SIP Service: Customers may terminate an affected SIP Service without termination liability if A. A SIP Service experiences four (4) or more instances where service was unavailable for greater than 4 hours each over 3 consecutive calendar months or more than 30 hours of total unavailability over 3 consecutive calendar months.
 - 10.6. A Customer must request credits or contract terminations within fourteen (14) days after the end of a calendar month for outages occurring during that month.
 - 10.7. Support Availability
 - 10.7.1. Support cases for SIP Service are opened by contacting PenTeleData via phone, email, or chat, 24x7x365, including PenTeleData observed holidays.
 - 10.7.2. Dispatches to a single Customer Service Location to repair 4 or more Hosted PBX SIP Services or SIP POTS Services will occur 24x7x365, including PenTeleData observed holidays.

10.7.3. Dispatches to a single Customer Service Location to repair 3 or fewer Hosted PBX SIP Services or SIP POTS Service will occur during PenTeleData's normal business hours, excluding PenTeleData observed holidays.

10.7.3.1.1. For repair of 3 or fewer Hosted PBX SIP Services or SIP POTS Services that only require replacement of physical SIP phones or ATAs at the Customer Service Location, PenTeleData will ship replacement SIP phones or ATAs to the Service Location via next business day carrier for Customer self-install. Same day or next business day PenTeleData onsite replacement can be supplied upon request for additional labor charges. Standard PenTeleData laborates would apply.

10.7.4. Dispatches to a single Customer Service Location to repair SIP PRI Service or rented Ethernet switches and routers with active PTD Standard or Plus Support agreements supporting any SIP Service will occur 24x7x365, including PenTeleData observed holidays.

SIP Service	
Cumulative Unavailability (hrs:mins:secs)	Credit, % of MRC
00:00:00 – 00:15:00	No Credit
00:15:01 – 00:45:00	1 day's credit
00:45:01 – 01:30:00	2 days' credit
01:30:01 – 02:30:00	4 days' credit
02:30:01 – 04:00:00	6 days' credit
04:00:01 or greater	10 days' credit

11. CALL RECORDING:

11.1. The Cymbus app includes a call recording feature. Call recording must only be used in compliance with state and federal law including wiretapping laws. Consult legal counsel for legal advice.

11.2. Customer indemnifies and holds harmless PenTeleData, and any third-party provider(s) from any and all third-party claims, losses, damages, fines, or penalties arising out of any violation of any law.

12. E911 Notice

12.1. E911 SERVICES MAY NOT OPERATE DURING A POWER OUTAGE AT CUSTOMER'S SERVICE LOCATION. Once power service is restored, you may be required to reset or reconfigure your equipment before you will be able to contact E911 services

12.2. E911 SERVICES WILL NOT OPERATE IF CUSTOMER'S CONNECTION TO THE PENTELEDATA NETWORK IS DISRUPTED OR IS SUSPENDED FOR ANY REASON, INCLUDING NON-PAYMENT. Once Customer's connection has been restored, Customer may be required to reset or reconfigure Customer's equipment before Customer will be able to use the service to contact E911 services.

12.3. CUSTOMER MUST PROVIDE PENTELEDATA WITH CUSTOMER'S CORRECT SERVICE ADDRESS OR E911 SERVICES CALLS MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU. If the service address information identified in Customer's contract or invoice is inaccurate, Customer can make corrections by calling Customer Service at 1-800-281-3564.

12.4. E911 SERVICE CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO PROVIDE ASSISTANCE IF CUSTOMER'S EQUIPMENT IS DISABLED, DAMAGED, OR MOVED TO A LOCATION OTHER THAN THE SERVICE ADDRESS PROVIDED WHEN SERVICE WAS IMPLEMENTED.

12.5. E911 SERVICES CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE. Due to network congestion or problems, calls to E911 may be dropped, in which case calls will not be connected to emergency services, or E911 calls may take longer to connect than E911 calls made using traditional telephone service.

12.6. IN ADDITION, CUSTOMER SHOULD MAINTAIN ALTERNATE MEANS OF CONTACTING E911 SERVICES AND CUSTOMER MUST INFORM THEIR END USERS OF THESE ALTERNATE MEANS.

13. Disclaimer of Liability for Emergency Call Response

13.1. Customer's use, and use by Customer's employees, guests, and other third parties, of E911 Services are subject to the limitations described herein. The availability of certain features, such as transmission of a Registered Address or your telephone number, depends on whether local emergency response centers support those features and other factors outside of PenTeleData's control. PenTeleData relies on qualified third parties to assist in routing E911 calls to local emergency response centers. PenTeleData does not have control over local emergency response centers, emergency responders, or other third parties. PenTeleData disclaims all responsibility for the conduct of local emergency response centers, third parties engaged by Customer to facilitate address updates, and all other third parties involved in the provision of emergency response services. To the extent permitted by applicable Law, Customer hereby releases, discharges, and holds harmless PenTeleData from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or E911 call.

13.2. Customer indemnifies and holds harmless PenTeleData, and any third-party provider(s) from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) Customer or its End User's provision to PenTeleData of incorrect information, including physical addresses, or failure to update a Registered Address; (ii) Customer's failure to properly notify any person who may place calls using the Services of the E911 limitations; or (iii) the absence, failure, or outage of emergency service dialing using the Services for any reason; and (iv) the inability of any End User to be able to dial 911 or access emergency service personnel for any reason.

Customer Initials:

PenTeleData Initials:

Date:

Date:



Emergency Call Notification Letter of Authorization

What are Emergency Call Notifications?

In the event that 911 is dialed from any PenTeleData phone, the Emergency Call Notifications platform will send a SMS message and email to all registered cellphone numbers and emails. This will allow the specified contacts for a business to begin preparations for the arrival of Emergency Response Personnel, even when the contacts are not on site.

Setting Up and Changing the Registered Cellphone Numbers and Emails

The cellphone numbers and emails must be provided to PenTeleData by the customer. At this time, customers will not have access to edit the cellphone numbers and emails that are registered with the Emergency Call Notifications platform. To add or change cellphone numbers and emails, please complete the table below with the contact for your account along with the preferred contact information. Return the document to the PenTeleData representative managing your installation. That representative will then notify you once the database is completed and ready for testing.

Testing

Testing will be required within three days of account activation to verify that all emails and mobile numbers registered to receive Emergency Call Notifications are not only free from typographical errors but will also receive the notifications without being blocked or marked as spam. Testing will also allow you to view an example of the notifications you will receive.

There are two ways to test the Emergency Call Notifications system.

1. Dial 933 from one of your PenTeleData phones.
2. Your PenTeleData representative and we will trigger the test from our office.

PenTeleData receives a log of all test and live notifications but does not have the ability to verify that a contact's phone or email service received the notification. Additionally, PenTeleData cannot guarantee that this service will work with all cellphone carriers and email services due to third-party limitations such as spam filtering and blocking of short code SMS text messages.

Do you wish to opt-in to receive Emergency Call Notifications. Please enter Yes or No.

You have selected to use the Emergency Call Notification system available to you in accordance with the Kari's Law and Ray Baum's requirements. Please supply the authorized person to receive and complete the Letter of Authorization document outlining who from your organization will be listed for notifications and for which types of contact they will be receiving.

Contact Name	Contact Email	Contact Phone

SIP-EXS-NE-060518



PenTeleData 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.

1.8 All transport services ordered from PenTeleData will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by PenTeleData, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a PenTeleData provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to PenTeleData that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.

1.9 Charges for certain Services are subject to additional taxes and fees including, but not limited to, Sales Tax, PA GRT and USF Recovery fees. Such charges are subject to change by PenTeleData and shall be applied in absence of a valid tax exemption certificate.

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 to or from PenTeleData sales, billing, and support staff 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.

2.5 PenTeleData uses a third-party collection agency to assist in collecting past due accounts. PenTeleData provides its collection agency with Customer billing data and account information to verify Customer's identity for collection purposes.

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 expected.

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 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 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 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. Reactivation of suspended Service is subject to a reactivation fee.

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

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

16.6 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.

16.7 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.

16.8 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.

16.9 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.

19.0 Taxes, Fees and Surcharges.

19.1 PenTeleData's rates and charges for service are exclusive of the following taxes, fees and surcharges. Taxes, fees and surcharges include, but are not limited to the following:

19.1.1 Applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts and value added taxes

19.1.2 Tax-like charges to recover charges PenTeleData is required or permitted by a governmental or quasi-governmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs

19.1.3 All other tax-like charges that are imposed or operate like taxes, but are not directly referred to as taxes

19.1.4 Any tax imposed by an authority on the benefits of a promotion offered by PenTeleData involving services or goods of a third party as well as all other taxes

19.1.5. A tax-related surcharge to recover a tax or fee imposed in a jurisdiction which levies, or asserts a claim of right to levy:

19.1.5.1 A gross receipts tax, a license tax, or other tax-like charge on PenTeleData's gross receipts, revenues or operations; and

19.1.5.2 A tax on interstate access charges incurred by PenTeleData for access to telephone exchanges based on the amount paid for interstate access charges; and

19.1.5.3 A Property Surcharge which allows PenTeleData to recover a portion of the property tax it pays to state and local jurisdictions; and

19.1.5.4 A Cost Recovery Fee which allows PenTeleData to recover regulatory fees and expenses incurred by PenTeleData such as FCC regulatory fees, federal regulatory fees to fund programs, various State Public Utilities Commission (PUC) fees, various state business licenses, and various state annual regulatory fees; and

19.1.5.5 Franchise Cost Recovery Fees which allow PenTeleData to recover local government franchise fees and right-of-way costs incurred for the use of the public right-of-way; and

19.2 An Administrative Expense Fee to recover a portion of internal costs and expenses incurred by PenTeleData to implement, administer, and comply with federal regulations and programs.

19.3 All taxes, tax-like charges and the tax-related surcharges are referred to collectively as "Tax(es)."

19.3.1 PenTeleData will assess all applicable taxes and the customer will be responsible for paying these taxes.

19.4 If PenTeleData collects Taxes and a challenged Tax is found to have been invalid and unenforceable, and if the amounts collected were retained by PenTeleData or delivered over to the jurisdiction and returned to PenTeleData, PenTeleData, in its sole discretion, may reduce service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the amounts collected, credit or refund such amounts to affected customers (less its reasonable administrative costs), or negotiate an arrangement with the jurisdiction to provide a future benefit for customers in that jurisdiction.

19.4.1 PenTeleData reserves the right to collect any applicable Taxes retroactively.

19.5 If the Customer provides PenTeleData with a duly authorized exemption certificate, PenTeleData will exempt the Customer in accordance with law, effective on the date PenTeleData receives the properly executed certificate.

19.5.1 There are some charges that are not eligible for exemption.

19.6 If the Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, within 90 days of the withholding, the Customer shall provide PenTeleData with official tax certificates documenting remittance of the taxes.

19.6.1 The tax certificates shall be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against PenTeleData's U.S. corporation income tax, and shall be accompanied by an English translation.

19.6.2 Upon receipt of the tax certificate, PenTeleData will issue the Customer a credit for the amounts represented.

19.7 More detailed information regarding applicable federal, state and local taxes, fees and surcharges is provided below:

19.8 Federal, state and local governments assess a variety of taxes and surcharges. PenTeleData collects the required taxes and remits the appropriate amounts to the taxing agencies. There are several types of federal, state and local taxes, fees and surcharges that apply to services sold by PenTeleData including:

19.8.1 Federal Universal Service Fund Surcharge (FUSF) – see below section on FUSF for more detail

19.8.2 Federal, state and local taxes, fees and surcharges – see below section on taxes for more detail

19.8.3 Other surcharges – see below section on other surcharges for more detail

19.9 The information contained in this document is for reference only and is subject to change without notice. It is not intended to replace or supersede any Federal, State or Local laws and regulations. Updated information with respect to changes in Federal, State and Local taxes can be obtained from the respective governmental agencies.

19.10 FEDERAL UNIVERSAL SERVICE FUND (FUSF)

19.10.1 The Federal Universal Service Fund (FUSF) surcharge is billed at the FUSF rate established by the FCC. The rate changes from time to time, generally on a quarterly basis. It is a regulatory charge, not a tax.

19.10.2 The FSF surcharge is a percentage of all applicable charges appearing on a Customer's invoice. The current percentage can be found at <https://www.fcc.gov/general/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>. The FUSF surcharge applies to telecommunications services subject to direct regulation by the Federal Communications Commission (FCC), as well as to interconnected VoIP. A Customer will not be required to pay the FUSF if it demonstrates to the Company's reasonable satisfaction that it is acquiring the Company's services for resale, i.e., not for its own internal use, and is contributing directly into the government's Universal Service funding programs.

19.10.3 The FUSF will: (i) be calculated after the application of promotional and other discounts; (ii) not be eligible to receive promotional or any other discounts; (iii) be calculated based upon the rates and charges applicable to the Customer's total interstate and international service, unless otherwise specified; (iv) apply to tax-like and/or tax-related surcharges as defined or described herein; and (v) not apply to calls using Telecommunications Relay Service (TRS) or to calls originated by certified Customers with hearing or speech impairments.

19.10.4 Universal Service is a Federal Communications Commission (FCC) program designed to ensure affordable access to telecommunications services to low-income customers, rural areas, school and libraries, and rural healthcare facilities. The FUSF was established by Congress in order to promote and encourage telecommunications infrastructure and service availability nationwide. The FCC is the agency responsible for the regulation of domestic interstate and U.S.-to-international telecommunications services.

19.10.5 All telecommunications providers that offer interstate and international voice and data, private line, and other regulated services in the United States are required by the FCC to contribute on an equitable and nondiscriminatory basis to the FUSF.

19.10.6 This includes customers whose circuits with PenTeleData have only one end-point in the United States, even if that circuit is being cross-connected by the customer ultimately to terminate internationally.

19.10.7 Interstate circuits have FUSF applied to 100% of the revenue if both ends of the circuit are within the United States.

19.10.8 International circuits have FUSF applied to 50% of the revenue when only one end-point is in the United States.

19.10.9 Taxes generally are assessed on the FUSF surcharge. It is important to understand that the FUSF surcharge is not a tax. It is a charge that the government imposes on telecommunications carriers on the voice and data revenues they collect. The FCC allows carriers to recover the cost of the surcharge from its end-user customers. Thus, the FUSF surcharge is not considered a tax and must be taxed as normal revenues.

19.11 FEDERAL, STATE AND LOCAL TAXES, FEES AND SURCHARGES BILLED IN ADDITION TO FUSF

19.11.1 Below is a summary list of the various federal, state and local taxes, fees and surcharges that PenTeleData bills to its customers in addition to FUSF addressed above. Most of these charges are imposed directly on the customer and are collected and remitted by PenTeleData as an agent for the taxing authority.

19.11.1.1 Federal Excise Tax

19.11.1.2 State, County, City and Special District Sales Taxes

19.11.1.3 State and Local Telecommunications Taxes

19.11.1.4 E-911 Fees

19.11.1.5 Gross Receipts Tax Surcharges

19.11.1.6 State Universal Service Fund Surcharges \State Regulatory Fees

19.11.1.7 State and Local Right of Way Fees/Franchise Fees

19.11.1.8 Special Taxes and Fees

19.11.2 In some situations, certain customers may be exempt from certain taxes and governmental surcharges. This is usually in the case of customers who are reselling the services they purchase or customers who are exempt charitable, government or religious organizations

19.11.3 PenTeleData does not determine a customer's tax-exempt status. It is the customer's responsibility to advise PenTeleData of its tax-exempt status.

19.11.4 PenTeleData will bill tax and surcharges until proper notice of exempt status and properly executed exemption documentation is provided.

19.11.5 Combined federal, state and local taxes, fees and surcharges can range from 0-45+%.

20.0 PenTeleData Commercial business hours PenTeleData's normal business hours are 8AM to 5PM Eastern, Monday through Friday, excluding PenTeleData observed holidays. PenTeleData's observed holidays are:

New Year's Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Eve

Christmas Day

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