



SERVICE AGREEMENT

This Agreement is entered into by and between Peninsula Fiber Network, LLC (PFN), a Michigan corporation located at 1901 West Ridge Street, Marquette, Michigan 49855, and Alpena County located at 720 West Chisholm Street, Alpena, MI 49707 on

TERMS AND CONDITIONS

1. **SERVICE:** PFN may provide telecommunications services to Customer for the transport of telecommunications voice and data services (each a "Service" and collectively the "Services") as described in the attached Service Addendum / Service Order. All Services shall be provided according to the terms and conditions as set forth herein, and as specified in an order from the PFN for Services and accepted and placed by Customer with PFN (Service Addendum(s)/Service Order(s)). The Agreement is comprised of the terms and conditions herein together with any Services indicated on accompanying Service Orders attached or incorporated by reference, and the forgoing shall be deemed one integrated agreement and not as separate severable contracts. Neither party shall have any obligations for any Service unless and until a Service Order details the Service to be provided and establishes fees for the Service, and is fully executed, for each Service. Before Customer agrees to a Service, PFN shall provide a quote (may be through an email) and the Service Order including what portions of the Service are provided: by a third party; as Non-Route Redundant Capacity Services or Route Redundant Capacity Services, and as Protected or Unprotected.

2. **DEFINITIONS:**

2.A. **Affiliate:** It is defined as an entity which directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with, another entity, whereby "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract, or otherwise, and "controlling" and "controlled" have meanings correlative thereto, and whereby "owns" means the beneficial ownership of more than 50% of the voting securities or other equivalent voting interests of the entity. For clarity purposes Baraga Telephone Company (BTC), 204 – State Avenue, Baraga, MI 49908 and Hiawatha Communications Inc. (HCI), 108 W. Superior, Munising, MI 49862 (including its Affiliates) are not an Affiliate of PFN. PFN is an equal partnership of BTC and HCI. BTC and HCI are two separate entities not affiliated with each other. BTC and HCI created PFN in 2004 to leverage their expertise and assets by creating PFN for reaching beyond their service areas to provide affordable broadband services in Michigan's Upper Peninsula that have little or no access to affordable broadband.

2.B. **Off-Net Services:** Services where one or both locations to be connected are not directly served by PFN's Network. Off-Net Services have a portion of the Services provided by another provider. However, such Services shall be subject to the same terms and conditions of this Agreement.

- 2.C. On-Net Services: Services which connect two (2) locations served by PFN's Network. On-Net Services are provided entirely by PFN.
- 2.D. Protected: Protected Services are any Services that shall be re-routed in the event of a fiber cut or equipment failure.
- 2.E. Unprotected: Unprotected Services shall mean any Service that does not include a protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.
3. **USE OF SERVICES BY CUSTOMER AND PFN:**
- 3.A. Customer shall only use the Services for delivery of telecommunications services described herein to itself, its Affiliates, or its customers.
- 3.B. Customer shall not have any interest or right of title to the Services, any equipment provided by PFN or third parties in support of the Services, or any premises leased, licensed, or owned by PFN. PFN shall not have any interest or right of title to any equipment provided by Customer or third parties on Customer's behalf in support of the Services, or any premises leased, licensed, or owned by Customer.
4. **PFN SERVICE AVAILABILITY:** PFN will use its best efforts to make the Service (which includes complete installation and testing) available on or before the Requested Service Date stated in the Service Order. PFN may rely on telephone operating companies or other third parties for installation and testing of the Service and for the performance of other services hereunder other than Interexchange Service (i.e., "Local Access"). PFN's liability for any of its obligations under this Agreement is limited in Section 9 of this Agreement. The Customer has sole responsibility for installation and testing of their facilities and equipment unless otherwise specifically stated in this Agreement or Service Order. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of said facilities and equipment, however, these delays will in turn delay the commencing of the monthly charge to Customer until the Service first becomes available. All customer Service Orders shall become a part of this Agreement.
5. **START OF SERVICE:** The Term of this Agreement stated in the Service Order shall begin on the "Requested Service Date" noted therein or on the date that the parties have agreed the Service is available to the Customer, whichever is later ("Start of Service").
6. **PAYMENT:** Customer agrees to pay PFN, monthly in advance (commencing after the Start of Service), a monthly recurring charge ("MRC") equal to the rate set forth in the Service Order or equal to the monthly charge as adjusted under the terms hereof; provided, however, that the first such payment shall be for the period from the Start of Service through the end of the next full month and shall be due after the Start of Service and thirty(30) days following the receipt of an invoice by Customer. The installation and any other applicable non-recurring charges contained in the Service

Order are due with such first payment. In the event Customer fails to pay the total undisputed PFN's invoice amount on or before thirty (30) days after the due date, Customer shall also pay a late fee in the amount of the lesser of one and one-half percent (1-1/2%) of the unpaid balance per month or the maximum lawful rate under applicable state law. In the event that Customer reasonably and in good faith disputes any amount which appears on an invoice issued by PFN pursuant to this Agreement, customer shall not be required to pay that amount which is reasonably disputed until the dispute is resolved by the parties. Such nonpayment by the Customer shall not constitute a breach of Customer's obligation of payment to PFN. Customer must notify PFN that it disputes an invoice within 30 days of the invoice date. If the dispute is resolved in PFN's favor, no interest charges will be applied to the amount in dispute so long as it is paid within 30 days after Customer's receipt of the supporting documentation from PFN.

7. **SERVICE UPGRADES:** In the event Customer desires to upgrade the service capacity during the original Term of this Agreement, PFN agrees to renegotiate the terms of this Agreement without any termination liability for canceling the Service to incorporate the upgrade; provided (a) the MRC is equal or not less than the cancelled Service; (b) the Term of the new Service is at least 12 months or the length of the Term remaining on the cancelled Service whichever is greater, and (c) the remaining MRC charges on the cancelled Service would be waived. The parties will work together to mutually agree upon the terms and conditions of the upgrade.

8. **ADDITIONAL CHARGES:**

8.A. Any applicable federal, state, or local use, excise, sales or privilege taxes, duties or similar liabilities, charged to or against PFN or Customer in connection with any service furnished under this Agreement shall be paid by the Customer in addition to the regular charges under this Agreement. PFN shall explain up front to Customer before invoicing the Customer any of these charges that are in addition to the MRC and NRC stated on the applicable PFN Service Order; so, the Customer can properly budget for monthly charges.

8.B. PFN shall pay any real property, ad valorem, franchise fee or similar tax imposed upon PFN.

9. **SUSPENSION OF SERVICE:** In the event payment of the undisputed invoice amount is not received from Customer by PFN on or before the date due on an habitual basis, PFN shall have the right, after giving Customer ten (10) business days written notice, to suspend all Service to Customer until such time as Customer has paid in full all amounts which are not in dispute as stated in paragraph 6 above, including any late fees as specified herein.

10. **SYSTEM MAINTENANCE:** PFN and Customer agree to the following with respect to the maintenance of Services:

10.A. Preventative Maintenance: "Preventative Maintenance" refers to upgrades, and or routine maintenance or necessary alteration/repair of hardware or software or upgrades to increase capacity. Preventative Maintenance may temporarily degrade the quality of the Service, including possible Outages. Preventative Maintenance shall be undertaken only between the hours of 12:00

a.m. to 5:00 a.m. local time. PFN shall provide to Customer at least three (3) business days prior notice of Preventative Maintenance via an email to Customer prearranged contract and note to Customer the Preventive Maintenance entails any Outage work.

10.B. Demand Maintenance: "Demand Maintenance" is work necessary to restore Service to one or more end-users of either party and/or maintenance work required when a deficiency or impairment (altogether "Failing") in the operation of the Service is found when performing Preventative Maintenance work. PFN may undertake Demand Maintenance immediately. PFN shall provide notice of Demand Maintenance to Customer as soon as is commercially practicable under the circumstances.

10.C. Emergency Maintenance or Repair: "Emergency Maintenance" shall mean repair work not reasonably anticipated but which requires immediate action to restore network connectivity or use or efforts to correct network conditions that are likely to cause an Interruption / Outage (an "Outage" is when the Service provided by PFN to the Customer becomes unavailable or Failing) and that require immediate action. Work to address an Emergency Maintenance situation may degrade the quality of or cause Interruptions / Outages in the services. PFN may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance if possible. PFN shall provide notice of Emergency Maintenance to Customer as soon as is commercially practicable under the circumstances, but when reasonably possible, provide notice twenty-four (24) hours in advance. Whenever prior notice is given, Customer agrees to acknowledge notice of the emergency event in a reasonable period of time and in all events, Customer will take necessary steps to notify key personnel internally in order for PFN to correct or repair the affected area.

10.D. Notification: PFN will provide Customer with notice of Preventative Maintenance or as soon as possible in the case of Emergency or Demand Maintenance to the following by means of electronic mail notification to:

Customer: Alpena County
Contact Name:
Email Address:
Phone Number:

10.E. PFN Availability: PFN shall maintain and staff a free telephone number twenty-four (24) hours a day, seven (7) days a week including holidays that Customer may call to report an Interruption / Outage to the PFN. Maintenance personnel will be available twenty-four (24) hours a day, seven (7) days a week.

10.F. Interruption / Outage Communications: PFN shall use commercially reasonable efforts to resolve an Interruption / Outage and restore Services within four (4) hours. If the Services are not restored within two (2) hours, the PFN will thereafter provide Customer's prearranged contact an hourly report of progress or lack thereof. Once the PFN has restored the Service it will notify the

Customer via an email that the Services have been restored. A Service Interruption is deemed to begin when the Customer files a trouble report with PFN. The Interruption / Outage ends when the Service has been restored.

11. INTERRUPTION / OUTAGE OF TRANSMISSION:

11.A. In the event of an interruption in the transmission capacity provided by PFN under this Agreement, Customer shall be entitled to a credit for the PFN provided portion of the effected circuit in an amount equivalent to the proportionate monthly charge as provided in (B or C) below, subject to the provisions of (D) below. For the purpose of this paragraph, interruption is defined as any loss of transmission of more than thirty (30) minutes in duration on non-route redundant capacity, or ten (10) minutes on route redundant capacity, except that this will not count as an interruption for the purpose of this paragraph any interruption that arises from or is due to: 1) the fault or negligence of Customer; or 2) the failure of any interconnecting Local Exchange Carrier (LEC) facilities or other equipment not part of the PFN facilities and not within PFN control; or 3) any planned interruption agreed to in advance by Customer. All service outage credits are calculated from the time of Customer notification of outage condition to PFN to the time of restoral.

11.B. Credit for non-route redundant or hybrid (partially route redundant) service interruption shall be as follows: when an interruption occurs for a period of thirty (30) minutes or more, a credit will be allowed on the basis of thirty (30) minutes for each thirty (30) minutes or fraction thereof of interruption. Two or more interruptions occurring during any period of thirty (30) consecutive minutes shall be considered as one interruption.

Network Interruption Credit Allowance

Service Unavailability

30 Min – 6 hours	10% of monthly recurring charge for affected circuit
6 hours – 8 hours	20% of monthly recurring charge for affected circuit
8 hours – 12 hours	30% of monthly recurring charge for affected circuit
12 hours – 24 hours	50% of monthly recurring charge for affected circuit
24 hours or more	100% of monthly recurring charge for affected circuit

11.C. Credit for interruption in route redundant services shall be as follows: When an interruption occurs for a period of ten (10) minutes or more, a credit will be allowed for the PFN provided portion of the affected circuit. Where applicable, the credit will be given to Customer on the next invoice after the Customer request. Interruptions shall be measured from 1) the time Customer notifies PFN that an interruption has occurred to 2) the time of the restoration. The service interruption shall be verifiable, limited to that caused directly by the PFN owned/operated network, between PFN's point of presence and the Customer's point of presence and only applicable to services on route redundant systems. In the event of multiple service interruptions in any given month (calendar month), total monthly credit to Customer shall not exceed 100% of the monthly recurring charges for the applicable, affected digital capacities.

Network Interruption Credit Allowance

Service Unavailability

10 Min – 1 hours	10% of monthly recurring charge for affected circuit
1 hours – 3 hours	20% of monthly recurring charge for affected circuit
3 hours – 6 hours	30% of monthly recurring charge for affected circuit
6 hours – 12 hours	50% of monthly recurring charge for affected circuit
12 hours or more	100% of monthly recurring charge for affected circuit

11.D. Notwithstanding the provisions of (A), (B), and (C) above, PFN shall use its reasonable efforts to promptly restore transmission capacity to Customer or provide alternate transmission capacity or facilities within 30 days after such an interruption has occurred. If PFN is unable to restore transmission capacity or provide alternate transmission capacity within thirty (30) days of the service interruption, Customer shall have the right to terminate this Agreement.

11.E PFN shall not be liable for incidental, consequential or indirect damages arising out of or in connection with the services provided under this Agreement.

11.F. Five (5) or more service affecting interruptions within any 30 day period will be deemed Chronic Trouble. Should Chronic Trouble occur on any ordered service during the term of this agreement, and such trouble remains unresolved by PFN for a period of 30 days after the fifth service affecting interruption, Customer will have the right to cancel the affected circuit with no further obligation.

12. **CONTINUATION / RENEWAL OF SERVICE:** Following the expiration of the Term contained in the Service Order, the Agreement shall continue / renew for successive one (1) year periods (“Renewal Term”), upon the same rates, terms and conditions specified herein, unless terminated by PFN or Customer upon written notice to be delivered at least ninety (90) days before the end of the Term in the Service Order or the Renewal Term.

13. **FORCE MAJEURE:** Any other term or provision in this Agreement to the contrary notwithstanding, PFN shall not be liable to Customer or any other person, firm, or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of PFN. Such causes include, without limitation, acts of God, fire, explosion, vandalism, cable cuts (Force Majeure cable cuts are those that are caused by third parties, but specifically exclude cable cuts caused by PFN or contractors or anyone else under PFN’s control or supervision) storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one (1) or more of said governments) or of any civil or military authority, national emergencies, insurrections, riots, war, act of terrorism, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays. If PFN’s failure of performance by reason of any cause beyond its reasonable control shall be for ten (10) days or less then this Agreement shall remain in effect. If such failure of performance occurs for

more than ten (10) days, then this Agreement may be cancelled by either party without any liability whatsoever.

14. **GENERAL LIMITATION OF LIABILITY:**

14.A. Service Interruption / Outage Liability: In the event that Service is interrupted for any reason whatsoever, PFN shall not be liable for any damages suffered by Customer. That is, PFN shall not be liable for any direct, indirect, exemplary, incidental, consequential, special, actual, punitive or damages of any other type, or for any lost revenues or profits of any kind or nature whatsoever, regardless of foreseeability and even if PFN has been advised of the possibility of such damages. PFN's sole obligation in the event of a Service Interruption / Outage, for whatever reason, is to use its best efforts to resume the Service Credit will be calculated per Section 11.

14.B. General Liability: Except for losses or damages to third parties arising out of any obligation of 15. Indemnity or 16. Confidentiality hereunder, in no event will either party have any liability whatsoever to the other party for any indirect, direct, actual, special, exemplary, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or of profits or revenue in connection with or arising from anything said, omitted or done under this Agreement or any Service Order or any other attachment hereunder, regardless of foreseeability and even if the other party has been advised of the possibility of such damages. The only exception to a party's limitation of liability under this Agreement shall be in the case where a party, its agents or employees, engage in a criminal act, gross negligence or willful and wanton misconduct.

14.C. Liability Limitation: To the extent either party has any liability not excluded under 14.A. or 14.B, such party shall not be liable, on an aggregate basis, for more than the amount of all Services contracted for by Customer during the period in which this Agreement is in effect.

15. **INDEMNITY:**

15.A. Indemnity. Each party shall indemnify, defend and hold the other party, its Affiliates and their respective officers, directors, agents and employees harmless against any claims, of third parties for personal injury, including death, and for damage to tangible real and personal property (including attorneys' fees and expenses) to the extent caused by the indemnifying party's negligent act, error or omission or failure to comply with applicable law.

15.B. Indemnification Procedures. Promptly after receipt by an indemnified party of a notice of any third-party claim or the commencement of any action, such indemnified party shall:

15.B.1 notify the indemnifying party in writing of any such claim.

15.B.2 provide the indemnifying party with reasonable assistance to settle or defend such claim, at the other party's own expense; and

15.B.3 grant to the indemnifying party the right to control the defense and/or settlement of such claim, at the indemnifying party's own expense.

15.C. The failure to so notify, provide assistance and grant authority and control shall relieve the indemnifying party of its obligation to the indemnified party only to the extent that the

indemnifying party is prejudiced thereby.

15.D. The indemnifying party shall not, without the indemnified party's consent (such consent not to be unreasonably withheld or delayed), agree to any settlement which:

15.D.1 makes any admission on behalf of the indemnified party; or

15.D.2 consents to any injunction against the indemnified party (except an injunction relating solely to the indemnified party's continued use of any infringing Service).

15.E. The indemnified party shall have the right, at its expense, to participate in any legal proceeding to contest and defend a claim and to be represented by legal counsel of its choosing but shall have no right to settle a claim without the indemnifying party's written consent.

16. INSURANCE:

16.A. PFN agrees to maintain insurance policies of the type and including coverage limits provided hereinafter:

commercial general liability with bodily injury and property damage, such insurance shall provide for contractual liability and completed operations coverage.	\$1,000,000 per occurrence \$1,000,000 aggregate
Excess / Umbrella Liability	\$2,000,000 aggregate
Automobile liability	\$1,000,000
Employer's liability	\$1,000,000
Workers' compensation:	Statutory limits, in accordance with the laws of the States wherein operations under this Agreement will take place.

16.B. Customer agrees to maintain insurance on the premises where PFN service is installed that is of the type and coverage limits that are reasonable and standard for their type of business or industry.

17. COMPLIANCE WITH THE LAW:

17.A. Each party represents and warrants that its provision or use of the Services shall comply with all applicable laws. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations or otherwise affects the rights or obligations of either party that are addressed by this Agreement, upon the written request of either party the parties shall have sixty (60) days from written notice to negotiate in good faith between the parties in such a way as the parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement and arrive at an agreement on the appropriate conforming modifications to the Agreement.

17.B. If the parties cannot agree to modifications necessary to comply with a state or federal regulatory or legislative body or court requirement within the sixty (60) days after the written notice

from a party, then either party may terminate this Agreement or any Service Order impacted by the requirement effective as of the date of notice by providing written notice to the other party.

18. **CANCELLATION:**

18.A. If this Agreement is cancelled by Customer due to reasons other than material breach of this Agreement by PFN, the Customer shall immediately pay PFN all charges then due plus a cancellation charge. (a) If such cancellation occurs in the first year of the Term, then the cancellation charge shall be the full amount of the remaining monthly charges for Service due for the first year plus seventy five percent (75%) of the remaining monthly charges for Service due during the remainder of the Term: (b) If such cancellation occurs after the first year of the Term, then the cancellation charges shall be sixty percent (60%) of the remaining monthly charges for the Interexchange Service due during the remainder of the Term. (c) In either event the cancellation charge shall also include an amount equal to any termination charges, expenses, fees, or penalties incurred by PFN because of the cancellation of the Local Access described in the Service Order.

18.B. PFN may terminate this Agreement without any liability to Customer if it is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by any third party, including order of a court of competent jurisdiction, the Federal Communications Commission, or other local, state, or federal government authority.

18.C. Both parties acknowledge and agree that any Termination Liability pertaining to 18.B above, is a liquidated damage, and that the Termination Liability is not a penalty or punitive in nature.

19. **DEFAULT:**

19.A. Should a party be in default under this Agreement and/or applicable attachment, the non-defaulting party may terminate each Service affected by such default after the notice periods provided for in this Section. PFN or Customer, as the case may be, shall be in default of this Agreement if any of the following conditions occur:

19.A.1 For default by PFN in providing the Services, the provisions for the Service as set forth in Service attachment and in Section 11. Interruption / Outage of Transmission shall control initially and after the Interruption / Outage reaches the limits set forth in Section 11.D. Customer may give notice of default to PFN, and if Services are not restored within 48 hours of notice, Customer may terminate the effected Service Order or portion thereof.

19.A.2 A party breaches any other material obligation, covenant, or term hereunder and fails to cure the breach within thirty (30) days of receipt of notice from the non-breaching party.

19.A.3 Notwithstanding Section 19.A.1 above, if Customer fails to pay for any undisputed amount of an invoice in accordance with the terms of payment of this Agreement and has not paid such amounts within thirty (30) days of receipt of a notice of breach from PFN.

20. **ADDITIONAL PROVISIONS:**

20.A. Waiver: The failure of either party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or conditions of this Agreement or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

20.B. No Partnership of Joint Venture: The provision of the Service will not create a partnership or joint venture between the two (2) parties nor result in a joint communications service offering to the customer of either PFN or the Customer.

20.C. Breach: In the event suit is brought or an attorney is retained by a party to enforce the terms of this Agreement or for PFN to collect any amount due hereunder or for a party to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection herewith.

20.D. No Unlawful Purpose: The Service provided by PFN is subject to the condition that it will not be used for any unlawful purpose.

20.E. Effective Only When Done in Writing: No subsequent agreement between Customer and PFN concerning the Service shall be effective or binding unless it is made in writing by authorized representatives of the parties hereto and no representation, promise, inducement, or statement of intention has been made by either party which is not embodied herein.

20.F. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party (consent will not to be unreasonably withheld or delayed). A party may assign or otherwise transfer any of its rights or obligations under this Agreement to an Affiliate or to any entity which acquires substantially all of the stock or assets of a party without the prior consent of the other party.

20.G. Entire Understanding: This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof.

20.H. Severability: If any part of any provision of this Agreement or any other agreement document or writing pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity

only, without in any way affecting the remaining parts of said provision or the remaining provision of this Agreement, and the parties hereby agree to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.

20.I. **Headings:** Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

20.J. **Attachments:** Additional terms are set forth in the Service Order/s and Order Form that are attached or can be attached later.

20.K. **Publicity:** Neither party shall produce, publish, or distribute any press release, advertising, or other publicity referring to the other party or its Affiliates or to this Agreement, without the prior written approval of the other party. Provider shall not post signs at any site at where services are being installed or serviced, except as required by law.

21. **CONFIDENTIALITY:** This Agreement, the terms of all transactions conducted under the Agreement, and information communicated between the parties related to the Agreement and said transactions, as well as any other confidential information relating to Customer's business or customers which is so designated by Customer, or which by its nature would be reasonably understood to be confidential, are proprietary ("Confidential Information") and shall not be divulged to any third parties. Notwithstanding the foregoing, a party in receipt of Confidential Information may disclose Confidential Information to its employees, officers, directors, contractors, attorneys, accountants, and agents to the extent such persons need-to-know the Confidential Information and such recipients are bound by substantially similar confidentiality obligations. Both parties acknowledge and agree that improper disclosure of Confidential Information will cause irreparable harm and injury to the non-disclosing party, and that in addition to any other remedies, the non-disclosing party shall be entitled to an injunction. Notwithstanding the foregoing, neither party shall be liable for disclosing Confidential Information that is otherwise available to the general public, is disclosed after receipt of the same from a third party that does not owe a confidentiality obligation to the non-disclosing party or **is required by law to be disclosed**, provided however, that the disclosing party promptly notifies the non-disclosing party to allow for the non-disclosing party an opportunity to seek a protective order or injunction. Customer understands and agrees that the charges described herein are confidential and proprietary to PFN.

22. **NOTICE:**

22.A. Notices under this Agreement shall be in writing and delivered to the persons whose names and business addresses appear below or as otherwise provided for by proper notice hereunder and the effective date of any notice under this Agreement shall be the date of delivery of such notice, not the date of mailing.

22.B. Written notices required or permitted under this Agreement must be sent by certified United States mail (return receipt requested), by guaranteed overnight delivery, by courier, or by confirmed e-mail transmission addressed to the respective party as follows:

To PFN: Jim Bednarek
Peninsula Fiber Network
1901 West Ridge Street Suite 2
Marquette, MI 49855
Email: jbednarek@pfnlc.net
Fax: 906 226 7102

To Customer: Alpena County

With a copy to:

22.C. A party may change its designated representative or address by giving notice to the other as provided above.

23. **GOVERNING LAW:** This Agreement shall be interpreted in accordance with the substantive and procedural laws of the place where the Services are rendered.
24. **ADDITIONAL TERMS:** Additional terms may be included on an attached Term Sheet and Addendum, which terms are incorporated herein by this reference.
25. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signature:

Signature:

Date:

Date:

Name:

Name:

Title:

Title:

SIGNATURE PAGE TO MASTER SERVICE AGREEMENT BETWEEN Peninsula
Fiber Network, LLC AND Alpena County RELATED TO PURCHASE OF
TELECOMMUNICATION SERVICES ON



SO Ref #: APN 01
 Account: Alpena County
 Order: Alpena County Courthouse - 100 Mb DIA

Prepared for: Alpena County

Prepared By: Ethan Clarke
 eclarke@pfnllc.net
 +1 9894641204

Billing Address:
 720 West Chisholm Street
 Alpena, MI 49707

Order: Alpena County Courthouse - 100 Mb DIA
 Contract Term (months): 60
 Service Request: New Customer/New Service
 Billing Frequency: Annual

Sales Engineer: Jim Miller

Order Description: This order is to establish a new 100 Mb Dedicated Internet Service with an IPv4/29 for Alpena County. Customer requests annual billing on this opportunity only. The Voice Service Orders will be monthly.

CONTACT INFORMATION: Please verify the information below and correct if needed - Order Contact Required

Contact Name	Contact Role	Email Address	Business Phone	Mobile Phone
Logan Kemp	Order Contact	kempl@alpenacounty.org	989-354-9596	
Logan Kemp	Maintenance Contact	kempl@alpenacounty.org	989-354-9596	
Kyle Peck	Z Loc Tech Contact	peckk@alpenacounty.org	989-354-9593	
Billing Contact	Billing	itbilling@alpenacounty.org	989-354-9590	
Jamie Samson	Z Loc Tech Contact	samsonj@alpenacounty.org	989-354-9585	

SERVICE LOCATION INFORMATION: Please verify the information below and correct if needed

Location Name	Type	Description	Service Address
720 W Chisholm St Alpena, MI 49707	Loc Z	Alpena County Courthouse	720 W Chisholm St, Alpena, MI 49707

ANNUAL RECURRING CHARGES: Billed each year for the duration of term

Product	Service Details	State	Sales Price	Qty	MRC Price	Annual Price
DIA	100 Mb Dedicated Internet Access Speed: 100 Mbps IPs: /29 (5 Static IPs)	MI	\$225.00	1	\$225.00	\$2,700.00
Total Annual Price: \$2,700.00						

NON-RECURRING CHARGES (NRC): One-time charges billed on first invoice

Service Details	Sales Price	Qty	Total Price
NRC - Installation - Professional Installation	\$775.00	1	\$775.00
Total NRC: \$775.00			

**All prices are exclusive of any taxes, surcharges, and regulatory fees*



SO Ref #: APN 01
Account: Alpena County
Order: Alpena County Courthouse - 100 Mb DIA

Please sign and date below

Service Request: New Customer/New Service

Billing Frequency: Annual

Order Description: This order is to establish a new 100 Mb Dedicated Internet Service with an IPv4/29 for Alpena County. Customer requests annual billing on this opportunity only. The Voice Service Orders will be monthly.

Signature:

Signature:

Date:

Date:

Printed Name:

Printed Name:

Title:

Title: