



Executive Summary of Network Operations and Service Agreement

The effective date of the agreement will be 90 days prior to the first member MLP's network being ready for operations.

The term of the agreement will end June 30, 2024 with three two year extensions so that all member MLPs except the first member will be served less than five years but all MLP agreements will end on the same date.

WiredWest may subcontract for any and all of the following services that will be provided to MLP.

- Network operations, support, and maintenance at no cost to MLP
 - Network Operations Center to monitor network performance
 - Break/Fix dispatch and repair
 - Firmware upgrades
 - Tree Trimming
 - HVAC maintenance
 - Generator testing and maintenance
 - One and three year maintenance plans
 - MLP Managers annual budget and report
- Payment of all of MLP's operational invoices including but not limited to
 - Pole attachment fees
 - Pole bond fees
 - PURMA/MIIA Dues and insurance
 - POP electricity
 - Generator Fuel
- Customer support and maintenance at no cost to MLP
 - Marketing and signup of customers
 - Customer Support
 - Tech support
 - Billing
 - ISP and VoIP services
- Accounting & Bookkeeping services at no cost to MLP
 - Payment of all MLP and WiredWest Invoices
 - Monthly, quarterly and annual financial statements
- Auditing services at no cost to MLP
 - Annual audit of MLP and WiredWest accounts
- Legal Services as needed at no cost to MLP

MLP will provide WiredWest with the following

- Make billing address for all MLP invoices the WiredWest Accountant's address
- The R/T and account number of MLP's depreciation reserve account
- An annual statement showing the balance in the MLP's depreciation reserve account
- A listing of the name and address of all residents in MLP's town.

MLP or MLP's town will be responsible for the following

- Debt Service on borrowing to build MLP's network
- Depreciation Reserve for network electronics

Broadband Cash Flow for WiredWest MLPs

