

**FIBER NETWORK OPERATIONS AGREEMENT BETWEEN
WESTFIELD GAS & ELECTRIC LIGHT DEPARTMENT
AND
WIREDWEST COMMUNICATIONS COOPERATIVE CORPORATION**

This AGREEMENT for the provision of certain fiber optic telecommunications network operation services ("Agreement") is made on January 5, 2024, by and between Westfield Gas & Electric Light Department, a Massachusetts municipal lighting plant, with offices at 100 Elm Street, Westfield, MA 01085 (hereinafter "WGE"), and WiredWest Communications Cooperative Corporation, a Massachusetts municipal lighting plant cooperative, with offices at 28 Wilder Rd, Cummington, MA 01026 (hereinafter "WW"). WGE and WW are collectively referred to herein as "Parties" and individually as a "Party."

WHEREAS, WW and WGE are parties to an agreement dated November 15, 2019 pursuant to which WGE provides certain fiber optic telecommunications network operation services to WW; and

WHEREAS, WW wishes WGE to continue providing, and WGE is willing to continue providing such services, pursuant to the terms and conditions of this Agreement in its operation of its fiber optic telecommunications system as provided herein.; and

WHEREAS, This Agreement is intended to supersede and replace any and all prior agreement(s) between WGE and WW with regard to the subject matter herein.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, WW and WGE hereby agree as follows:

1. DEFINITIONS

"**Acceptable Use Policy**" means the policies of WGE and WW applicable to Customers in their use of the Network and annexed hereto as Exhibit D.

"**Agreement**" means this Agreement and any and all Exhibits and Attachments thereto, which are incorporated herein by reference, and amendments to which the Parties may agree from time to time in writing.

"**Authorizations**" means the permissions a Party must have to perform its obligations under this Agreement, which may include (i) franchises; licenses; permits; grants of authority to use public rights of way or facilities; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third party with respect to the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

"**Backhaul**" means the services and circuits necessary to provide connectivity from the WW Network to WGE Edge Routers. Backhaul may include Middle Mile Network and/or town-to-town connections.

“Best Effort” shall mean the delivery of service to Residential and Business Class Customers by Network Operator on an “as-is” basis, with no warranties of any kind, including fitness for a particular purpose or uninterrupted use of services.

"Billable Service Order" means a written change order to this Agreement for WGE to provide additional Services and additional Communication Services not specified in this Agreement directly to the Customer on behalf of WW and for Customer to accept such services and pay the relevant charges, as specifically set forth in such Billable Service Order. Billable Service Orders are agreements that are approved in advance by WW and will be billed directly to WW by WGE and may be collected by WW from the Customer.

“Business Class Customer” shall mean a for-profit or not-for-profit enterprise or government entity that purchases Internet Services (“Business Class Services”) from WiredWest on a Best Effort basis.

“Commercial Customer” is a Customer purchasing Internet Services from WW through a Service Level Agreement or “SLA” with a specified level of broadband speed or other unique conditions.

"Communications Services" means the services provided to WW and its Customers by WGE, including, but not limited to, data transmission service, IP transport, Internet access service, email and telephone services, regardless of technology used, as set forth in the retail customer service agreements or Billable Service Orders.

"Connection Charge" means a fee invoiced by WGE and payable by WW relating to Connection Services .

"Connection Services" means work performed by WGE for the purpose of enabling the provision of Services to Customers, including, but not limited to, construction, installation and activation of communications facilities and equipment.

"Customer or Customers" means the end-user(s) of Communications Services.

"Demarcation Point" means the point of connection between premises equipment—Optical Network Terminal ("ONT") and telephone ports—and the Customer’s premises wiring and equipment. The Demarcation Point is the physical point at which the separation is made between WW facilities and equipment and those of the Customer.

“Edge Router” means the physical connection between the WGE network and upstream ISPs.

“Effective Date” Shall mean the first (1st) day of the month following the date that both Parties have signed this Agreement.

"Interconnection Point" means: 1) the Network connection to the so-called "middle mile," located at the middle mile interface point – the point of presence; and 2) the connection between the Middle Mile Network and WGE’s network. The Interconnection Points shall be established and maintained by means of a network-to-network interface (NNI).

“ISP” stands for and shall mean an Internet Service Provider.

“KPI” stands for Key Performance Indicator and shall mean any of the rating factors used to measure the performance of the Network Operator or the WW Network in critical areas of operation and management

"Middle Mile Network" means any fiber optic circuit used to transport internet and VoIP traffic from the WW Network to the WGE Edge Routers. These Middle Mile Network circuits may be owned by the Massachusetts Technology Park Corporation, Verizon Inc., Crown Castle Inc., or any other Middle Mile Network provider.

"Maintenance" means work performed upon or to the Network to provide, on a best-efforts basis, the continuity of an acceptable signal for the purpose of delivering Communications Services to Customers in a manner consistent with the terms of the Communications Services provisions set forth in Exhibit A. Unless otherwise agreed in writing, Maintenance shall not include any work associated with equipment owned by an entity other than WW or WGE.

"Member" means a municipal light plant that is a member of the WiredWest Cooperative.

"Network" means the FTTP (fiber to the premises) network constructed by Members and operated and maintained by WW, including fiber optic cable, conduit, routers, switches, optical equipment, wireless equipment, and associated network facilities, located within Member towns."

Network Operator" means WGE.

"Outage" means a significant degradation in the ability of a Customer, as the end user, to establish and maintain a channel of communications as a result of failure or degradation in the performance of a communications provider's network, as defined by the Federal Communications Commission in 47 C.F.R. 4.5(a).

"Residential Customer" shall mean a Customer who subscribes to services from WW on a non-commercial basis, which services are rendered on a Best Effort basis for network service.

"Service Area" shall mean the WW Network in the WW Member towns

"Service Level Agreement" or "SLA" shall mean an agreement setting forth and/or identifying the services, priorities, performance parameters, responsibilities, and network management policies controlling the day-to-day operations and servicing standards of the Network Operator. Each area of service shall be separately defined and specify the levels of availability, serviceability, performance, operation and other attributes of service on the Network set forth in Exhibits B and F.

"Tier 1" Tier 1 refers to the networks that are the backbone of the Internet and build national and international Internet infrastructure. They provide traffic to all other ISPs, not end users.

"Uptime" means a period of time in which no Customer is affected by an Outage.

"VOIP" shall mean Voice Over internet Protocol telephony services.

"White Label Service" shall mean the services that Network Operator provides to the Customers of WW that are labeled as WW services. White Label Service includes all Customer-facing services such as billing statements, email communications from Customer Services, Web Site, and any marketing and sales materials and presentations. WGE will strive to answer customer service and tech support calls (defined in Sections 11 and 17 of Exhibit A) on the WiredWest dedicated phone numbers on behalf of WiredWest. This does not include

signage on service trucks, uniforms of personnel or any other activities of Network Operator that are not Customer-facing.

“**WW Network**” shall mean the combined networks of each Member and the equipment and fiber to connect each of the Member’s networks to WGE.

2. NETWORK SERVICES

WGE will perform such infrastructure development, network maintenance and support services including, without limitation, Network Operations, Internet Subscription Service, Voice over IP Subscription Services, and Distribution Network Monitoring and Maintenance as defined and more fully set forth in Exhibit A hereof (collectively, “Network Services”). Such Network Services may be amended from time to time by written agreement between the Parties. WGE is responsible for ensuring its services are consistent with the Service Level Agreement in Exhibits B and G. All services provided by WGE hereunder shall be rendered in a manner consistent with the level of care and skill ordinarily exercised by the telecommunications industry, and in compliance with all applicable federal, state, and local laws, regulations and guidelines, and shall be compatible with the design and capacity of the Network.

3. COST OF SERVICES

Customers will pay WGE, to the account of WW, as provided in Exhibit A, section 6, for the Network Services at the price and on the terms set forth in Exhibit B. Such Network Services prices may be amended from time to time by written agreement between the Parties. The prices set forth in this Agreement do not include any sales, use, service, or similar taxes. WGE and WW are exempt from state and federal taxes. Should any sales, use, service, or similar taxes become payable by WGE by reason of the provision of the Network Services, WGE will pay all such taxes and WW will reimburse WGE for any taxes paid.

4. SCOPE OF SERVICES

The scope of services to be provided by WGE pursuant to this Agreement is detailed in Exhibit A; the Cost of such services is detailed in Exhibit B, and the obligations of WW are detailed in Exhibit C. Exhibits F, G, H and I include other support services to be provided as necessary at the pricing set forth therein. Exhibit E provides Customer Onboarding requirements and service conditions. Exhibits A-I are incorporated herein by reference.

5. ACCEPTABLE USE POLICY

WGE shall provide the Acceptable Use Policy set forth in Exhibit D to all Customers. The Acceptable Use Policy provides a general list of prohibited uses and actions enforceable by both parties. In order to facilitate review of network uses, WGE shall identify the WW as an authorized recipient of Customer proprietary information and shall include a letter of agency to afford WW access to such information.

6. PRIVACY POLICY

WGE shall provide a Privacy Policy acceptable to both WGE and WW to all Customers which is available on the Whip City website as well as the WGE website.

7. PERSONNEL

Each party shall bear all personnel costs associated with its own employees for those activities contemplated under this Agreement.

8. TERM, TERMINATION, DEFAULT

The Term of this Agreement will begin as of the 1st day of the calendar month following date first set forth herein above ("Effective Date") and the initial term shall end on the one hundred twentieth (120) month anniversary thereof ("Initial Term"), unless earlier terminated, extended or renewed in accordance with the provisions of this Agreement ("Initial Term"). This Agreement shall renew automatically for up to ten (10) one (1) year periods (each, a "Renewal Term", together, the "Term") unless a Party delivers a written notice to the other of its intention not to renew not less than one (1) year prior to the end of the Initial Term or Renewal Term, or the Agreement is terminated earlier as provided herein. Upon commencement of each Renewal Term, all rates charged pursuant to this Agreement shall escalate at the greater of 2.5 percent or based on the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984=100)- "Northeast Region Average, not seasonally adjusted.

Should either Party default in the performance of any material obligation under this Agreement, the defaulting Party shall have thirty (30) days to remedy such default following the written notice by the non-defaulting Party. For defaults other than failure to make payment, if the defaulting party reasonably requires a longer period to cure such default, the cure period shall be extended an additional ninety (90) Days so long as such Party has promptly commenced such cure and thereafter diligently pursues such cure, otherwise the non-defaulting Party may terminate this Agreement upon the expiration of such cure period.

In the event of termination of this Agreement for any reason, WW will pay WGE for Network Services rendered to the date of termination, and for all other services rendered up to the date of termination.

The applicable provisions of this Agreement shall continue in effect after termination of this Agreement to the extent necessary to provide for final true-ups, billing, billing adjustments, payments of amounts due, and discharge of any residual obligations under the Agreement.

In the event of termination of this Agreement by WGE or WW based on default, the non-defaulting Party shall be entitled to assert and seek, as damages, the direct losses, costs and expenses incurred by the non-defaulting Party on account of such breach and the anticipated net income for the remainder of the term of this contract.

9. WHOLESALE BILLING

WGE shall present a monthly wholesale bill for services to WW mailed in care of WW accounting representative based on the number of customers billed by WGE during the month. WGE shall invoice WW on a monthly basis for all costs incurred by WGE for the specific services, as outlined in the Scope of Services, performed during the prior month. WGE will provide sufficient detail on the invoice to identify the work performed during the preceding month with each such invoice. WW will pay such invoiced costs of the specific work within thirty (30) days of receipt of such invoice.

Should WW disagree with any amount invoiced it shall pay the undisputed amount and notify WGE of any disputed amounts. WW will notify WGE in writing of any dispute with any invoice (along with a reasonably detailed description of the dispute) within ninety (90) days from WW's receipt of such invoice. WW will be deemed to have accepted all invoices for which WGE does not receive timely notification of disputes and will pay all undisputed amounts due under such invoices within the period set forth herein. The Parties will seek to resolve all such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, WGE will continue performing its obligations under this Agreement during any such dispute, provided WW has met its obligation to pay all due and undisputed invoice amounts.

Except for invoiced payments that WW has successfully disputed, WW will pay, on all late payments (payments received more than [45] [Discuss]days after receipt of an invoice), interest at the rate of 12% per annum. If WW does not make payment of any undisputed amount within seventy (70) days after WW's receipt of an invoice for such amount, WGE may institute collection proceedings for such amount and WW shall be subject to all reasonable costs incurred by WGE in the process of collecting such amount.

10. NOTICES

All notices under this Agreement shall be in writing and will be deemed sufficiently given to the Parties at the addresses set forth below, unless otherwise notified of a different address, by certified USPS mail, or by overnight delivery service (with one acknowledged receipt), at the addresses set forth below, with a copy by email.

WGE:

Westfield Gas & Electric Light Department
100 Elm Street, P. O. Box 990
Westfield, Massachusetts 01086-0990
Attention: General Manager
Thomas P Flaherty Sr
Tel: 413-572-0270
Email: tflaherty@wged.org

WiredWest Communications Cooperative Corporation :
28 Wilder Rd
Cummington, Massachusetts 01026
Attention: Executive Director
Email: execdir@wiredwest.net

11. INDEPENDENT CONTRACTOR

The Parties each agree and acknowledge that WGE is an independent contractor and is not nor shall be deemed to be an employee or agent of WW for any purpose. Nothing herein shall be construed to create any partnership, joint venture or agency relationship of any kind between the Parties. WGE has no authority to enter into any agreements or contracts on behalf of WW, or to bind WW in any way, and shall not represent, either explicitly or implicitly, that it possesses any such authority. WGE is responsible for compensating and insuring its own employees performing activities under this Agreement and all costs associated therewith. WW

shall not be responsible for the payment or withholding of any federal, state or local income, unemployment or other employment-related taxes, benefits or other payment to employees in connection with WGE's performance of this Agreement.

12. NON-EXCLUSIVE ARRANGEMENT

WGE may represent, perform services for, or be employed by any third-party persons or companies, provided that such other services are not offered in the WW Member towns, and does not interfere with WGE's full performance of all of the Network Services under this Agreement or constitute a conflict of interest.

Nothing in this agreement restricts WW from entering into agreements with any third-party persons or companies to use, operate or service the Network provided that such agreements do not interfere with WGE's ability to perform its obligations under this Agreement as determined by mutual agreement of the Parties.

13. NON-SOLICITATION

WGE shall not offer commercial or residential Communications Services to premises located within the WW Member towns' service areas except those Network Services hereunder without a written agreement signed by WW and WGE.

14. CONFIDENTIAL INFORMATION

All information relating to a disclosing party that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by the recipient and will not be disclosed or used by the recipient except to the extent that such disclosure or use is required by law or reasonably necessary to the performance of a Party's obligations hereunder.

These obligations of confidentiality will extend for a period of two (2) years after the termination of this Agreement but will not apply with respect to information that is independently developed by the Parties, lawfully becomes a part of the public domain, or of which a Party or the Parties gained knowledge or possession free of any confidentiality obligation or which a Party is required by law or court order to disclose.

Notwithstanding the terms of this Section, each Party may disclose information to third parties pursuant to obligations imposed by law, rule, regulation or court order. The Parties acknowledge and agree that they are subject to the Public Records and Open Meeting Laws of the Commonwealth of Massachusetts, and nothing contained herein shall be construed as requiring either Party to violate such laws.

15. WARRANTY AND DISCLAIMER

The Network Services provided hereunder by WGE shall be rendered in a manner consistent with the level of care and skill ordinarily exercised by the telecommunications industry, and in compliance with this Agreement and Attachments thereto, and all applicable federal, state, and local laws, regulations and guidelines, and shall be compatible with the design and capacity of the Network. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN

REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

16. INDEMNITY

a. To the fullest extent permitted by law, WGE shall defend, indemnify, and save harmless WW and its officers, board members, agents, representatives, attorneys and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "Claims") to the extent arising out of or resulting from injury, damage to property, infringement or the performance of any obligations of WGE under this Agreement including any negligent acts, errors, or omissions and intentional acts of WGE, any subcontractors of WGE, or any person directly or indirectly employed by any of them. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of WW that otherwise may exist under statute or in law or equity.

b. To the fullest extent permitted by law, WW shall defend, indemnify and save harmless WGE and its respective duly elected or appointed officials, board members, agents, representatives, attorneys, and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) to the extent arising out of or resulting from injury, damage to property, infringement or the performance of any obligations of WW under this Agreement including any negligent acts, errors, or omissions and intentional acts of WW, any subcontractors of WW, or any person directly or indirectly employed by any of them. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of WGE that otherwise may exist under statute or in law or equity.

c. WGE assumes full responsibility for relations with any subcontractor employed directly by WGE and WGE shall defend, indemnify, and save harmless WW from all demands made against WW by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions and intentional acts that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and are not otherwise subject to indemnification under subparagraph "a" above.

d. WGE shall defend, indemnify, and hold harmless WW from any and all demands relating to wages, overtime compensation, workers compensation or other employee benefits asserted by WGE employees in connection with activities under this Agreement, or as otherwise required by state or federal law, including Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

17. LIMITATION OF LIABILITY

Except as otherwise provided in this Agreement, in no event will WGE or WW be liable to the other for any loss of profit or revenue, or for any other consequential, incidental, indirect or punitive damages hereunder, whether in contract, tort, or otherwise.

18. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to create any duty, liability or standard of care to any person not a party to this Agreement or to create any rights or expectations in any such third party.

19. NON-WAIVER

A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver by either Party of any provisions hereof shall constitute a waiver of any other matter and all waivers must be in writing and executed by an officer of the Party exercising the waiver. No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all previous understandings, oral or written, which pertain thereto.

22. MODIFICATION

No modification to this Agreement shall be valid unless reduced to writing and executed by the authorized representatives of each of the Parties.

23. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but taken together shall constitute one and the same instrument.

24. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of, and be binding upon, the permitted successors and assigns of each of the Parties hereto. Neither Party shall assign or transfer this Agreement to another entity without the prior written consent of the other Party.

25. MARGINAL HEADINGS, PRONOUNS

The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

26. COMPLIANCE WITH LAW

WGE shall strictly observe and comply with all applicable federal, state and local laws and regulations which may govern the work to be performed as herein specified.

27. NONDISCRIMINATION

WGE shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

28. SEVERABILITY

In the event that any provision of this Agreement shall be deemed invalid, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement and the remaining provisions of this Agreement shall not be affected thereby, and each other term of the Agreement shall be valid and enforceable to the fullest extent permitted by law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

29. INSURANCE

WGE shall, at all times during the Term of the Agreement, maintain in full force and effect insurance for: Employer's Liability, Workers' Compensation, Commercial Automobile Liability, Commercial General Liability, including contractual liability coverage as specified below. WGE represents, and WW acknowledges, that WGE is self-insured for the first \$500,000 of General Liability and maintains automobile liability coverage with a combined single limit of \$500,000 for bodily injury and property damage, and maintains umbrella liability coverage in the amount of \$25,000,000. Before commencement of work hereunder, WGE agrees to furnish WW with certificates of insurance or other evidence satisfactory to WW to the effect that such insurance has been procured and is in force. WGE will notify WW of any change or cancellation in insurance coverage thirty (30) days in advance of any change.

For the purpose of this Agreement, WGE shall provide and/or maintain coverage for the following risks in at least the following amounts:

Workers' Compensation statutory limit

Employers' Liability \$1,000,000/statutory

Insured's Specific Retention \$500,000

Commercial General Liability \$1,000,000 [\$500,000 deductible].

Excess/Umbrella Liability \$5,000,000

WW shall be named as an additional insured under the commercial general liability and automobile insurance. The commercial general liability insurance shall cover liability arising from premises, operations, independent contractor, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.

30. ACCESS TO RECORDS

WGE will make all books, accounts, data, records, reports, files and other papers required to be kept by it or kept in the course of the work to be performed under this Agreement available at all reasonable times for inspection, review and audit by WW or its authorized representative.

31. OWNERSHIP OF DOCUMENTS

The Parties agree that all documents produced or created for WW, that do not contain proprietary information of WGE, pursuant to this Agreement shall belong to WW with all rights established thereby. All information acquired from WW, or from others at the expense of WW, in the performance of this Agreement shall be and remain the property of WW. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by WGE in the performance of WGE's services. WW shall own and shall have all rights to the use of the drawings, specifications, and other documents prepared by WGE for the performance of this Agreement.

IN WITNESS WHEREOF, WiredWest Communications Cooperative Corporation and Westfield Gas & Electric Light Department have caused this Agreement to be signed by their respective duly authorized representatives, effective as of the day and year first above written.

WESTFIELD GAS & ELECTRIC LIGHT DEPARTMENT

Thomas P. Flaherty, General Manager

DocuSigned by:
Thomas P. Flaherty Sr.
BB7A3A1A5CD24EE...

Date Signed 1/5/2024 | 12:18 PM EST

WIREDWEST COMMUNICATIONS COOPERATIVE CORPORATION

James A. Drawe, Executive Director

DocuSigned by:
James Drawe
50313948090E467...

Date Signed 1/5/2024 | 12:53 PM EST

EXHIBIT A

Network Operations

Residential and Commercial Internet Customer cost, per month based on all managed Customers outside of Westfield, MA: [See Table in Exhibit B]

Program Management	Included
Customer Service	Included
Internet Bandwidth of up to 1 Gbps	Included
Sales and Marketing	Included
Web Site with CRM functionality	Included
Online Customer Billing	Included
Tech Support via phone	Included
Network Monitoring	Included
Network & Customer reporting	Included
Regulatory Requirements (Non-CAF II)	Included
Wireless Router	Included
Static IP address	[See Cost in Exhibit B]
Voice Over IP (plus applicable taxes and fees) [See Cost in Exhibit B]	

1. CONNECTION AND COMMUNICATION

WGE shall provide Connection Services and Communications Services in a manner consistent with the level of care and skill ordinarily exercised by the telecommunications industry and in compliance with all applicable federal, state, and local laws and regulations and shall provide all labor, materials, equipment, tools, supervision, and other resources necessary to provide such services over WW Network as described herein. WGE will exercise its best efforts to sell services on WW Network and will provide Customer education and support. All equipment and facilities paid for or owned by WGE to connect to the MLP Network and to initiate Connection Services or Communications Services shall be the property of WGE and not WW. All equipment and facilities paid for or owned by WW to connect the WW Network to initiate Connection Services or Communications Services shall be the property of WW and not WGE.

2. SERVICE DROP POLICY

WGE will separately contract with third parties to provide fiber connection from the service drop to the subscriber residence, including installation of the Network Interface Device, Customer's Optical Network Terminal ("ONTs") and, if requested, router.

Members shall enter into a separate agreement with WGE for the purposes of managing the installation of exterior drop connections and interior installations from Member's existing fiber backbone to Customer premises. Members shall accept the use of qualified third-party contractors chosen by WGE for the purposed installation. WGE will manage the Customers' schedule expectations and align specific overhead, underground, interior and exterior installation of fiber assets.

3. TELECOMMUNICATIONS ELECTRONICS

WGE will maintain a stock of active telecommunications (hut) electronic components. The stock will reflect the purchased active electronics by Members through WGE for the purposes of

activating a centralized technology shelter. The active electronics will be replaced on a best effort basis upon failure and the cost of replacement will be the actual cost of replacement of the device and the total cost of labor to replace such device. WW will be billed for such services as they occur and are approved by WW. Portal to portal rates apply as in **Exhibit B**. WGE personnel shall be granted 24-hour access to the telecommunications shelters.

4. SEASONAL WHOLESALE RATES

WGE does not extend seasonal wholesale rates to WW.

5. FIBER ROUTE MAPPING/ADDRESSES

WGE will provide Members with copies of Members' latest available drawings, system maps, detailed street and building engineering documentation and all other information relating to Members' fiber optic facilities necessary for WGE to fulfill its obligations. Members will notify WGE of any intended new construction or any changes to internal considerations that may affect this Agreement. WGE and WW agree that offering of internet services outside of the WW Service Area will be subject to mutual agreement of both Parties and governed by this Agreement and applicable law. If the number of active internet service offerings that WW or Members extends beyond the WW Service Area exceeds 10% of the total number of active internet services WW offers its Customers within its municipal boundaries, WGE reserves the right to modify the costs of services under this Agreement to reflect the increased cost associated with offering such services.

6. RETAIL BILLING TO CUSTOMER

WGE shall handle all retail billing to WW Customers, via email, for the WW Network, to ensure proper billing and service. If requested by WW, WGE shall indicate on Customer's bill items related to WW or Members' costs. All remittances shall be in U.S. dollars by online payments to a bank account designated or owned by the WW. Any undisputed amounts not paid when due will bear a finance charge at a rate of one and one-half percent (1 1/2 %) per month to the extent allowed by law, calculated from the first day a payment is past due. If WW at any time has reasonable concern about security or timeliness of payments, it may, upon thirty (30) days' notice, either (a) suspend the Communications Services to the Customer and/or the rights granted under this Agreement until it receives payment, or other arrangement acceptable to WW to secure payment as specified in Exhibit E is made; or (b) terminate the Customer's subscription agreement this Agreement and all Customer contracts made thereunder.

WGE shall provide:

- a. Online White Labeled Billing Template Setup
- b. Rates Management
- c. Online White Labeled Bill Presentment
- d. Reporting to include monthly aging report of all retail customers.
- e. Tax payments, as required

WW agrees that all billing for Internet Services, VoIP, and additional charges levied by WGE, WW or Members to its Customers will be presented in an online format to each Customer. Each Customer must have an active email account in order to sign up for services and payments. All payments made to WW by all WGE supported Customers will be directly deposited into a WW

owned account. Online payments can only be made by Automated Clearing House (ACH) transfer from checking/savings accounts, credit card, or debit card. No payments will be accepted, whether in person or by mail, at the offices of WGE. Payments made using the online customer portal are subject to standard and customary processing fees that are the responsibility of WW.

7. OVERDUE DELINQUENT CUSTOMER ACCOUNTS

WW agrees that all past due and delinquent Customer accounts are owned and are the responsibility of WW. Every reasonable effort will be made by WGE in notifying and alerting each Customer as to the current status of their retail billing account. WW has agreed and approved the customer notification and shutoff process for WW as described in Section 6 above and Exhibit E, which shall at a minimum comply with all applicable laws and regulations relating thereto. WGE will continue to bill WW for each Customer activated until Customer disconnects service from WW.

8. WHOLESALE TRANSPORT, BACKHAUL, AND INTERNET

WGE shall have and maintain sufficient equipment, software, access systems, and upstream Tier 1 bandwidth and peering arrangements to provide connectivity for the maximum load of internet and VoIP customers serviced by WGE.

The cost of Backhaul has been negotiated. Backhaul circuit paths from the WW Network to WGE Edge Routers have been established. WGE will has negotiated the cost of the Backhaul paths that WGE holds the contracts for

WGE will contract for increased Tier 1 bandwidth needed to serve WGE's wholesale municipal light plant customers and WGE's Customers in the aggregate when such aggregate bandwidth usage as measured by sampling at 5-minute intervals exceeds 75% of the contracted amount of Tier 1 bandwidth during the busiest hour in three (3) consecutive weeks

WW will pay a portion of any Middle Mile Network transport costs for those Middle Mile Network contracts owned by WGE and shared by their neighboring MLPs. The portion owed by WW for any shared Backhaul circuits is governed under a separate contract between the Members and their neighboring municipal light plants.

9. TELEPHONE ACCESS

WGE shall have and maintain sufficient equipment, software, access systems, and connectivity to provide and manage telephone services throughout the Public Switched Telephone Network (PSTN) and interconnection points of the PSTN with the Internet protocol (IP) realm, including E911, LIDB (Line Information Database), CNAM (Calling Name), LERG (Local Exchange Routing Guide), and SS7(Signaling System 7).

10. TECHNICAL SUPPORT

WGE shall have and maintain on staff a sufficient number of certified technicians to meet the obligations of WGE to WW under this Agreement no later than the effective date of this Agreement.

11. NETWORK OPERATIONS

WGE shall manage the physical plant and operations of the WW Network, including development and publication of policies, procedures, systems and controls to ensure the effective operation and optimal use of WW Network resources as described herein (“Network Operations”). WGE shall perform all required maintenance and repair subject to +costs contained in Exhibit B, periodic inspection of facilities, resolve engineering issues, manage relationships with vendors and service providers, recommend and implement equipment maintenance strategies and upgrades, track Customer use of the Network for billing and capacity planning purposes.

WGE shall manage and ensure compliance with the Network policies, attachment agreements and other third-party contracts, and applicable federal, state and local law, and take the initiative to plan for and manage the same. WGE shall be administratively responsible when reasonably possible for ensuring compliance with all of the requirements of such agreements, contracts and laws.

WGE shall provide Program Management, Customer Service, Technical Support, Sales and Marketing, Data Security, Network Backup, Legal and Regulatory Support, VOIP Services, Internet Services and Construction and repair personnel as described and defined herein. Except where otherwise indicated, WGE shall provide these Network Services as part of the services paid for by the Monthly Wholesale Costs.

Program Management is defined to include

- oversight of program implementation and
- direct access to senior executive 24X7X365

Customer Service is defined to include

- Toll-free number for White Labeled Customer Service whenever possible
- Customer Service personnel shall recognize Customers based on phone number caller id where possible and then verify Customer to the best of the Network Operator’s ability
- Customer Service personnel shall be trained to handle most issues using a knowledge base approach before escalation to Technical Support.
- WGE Call Center Account Agents are available 8:00AM to 5 PM, Monday – Friday Non-Holiday plus contracted call center agents available 24/7/365

Sales and Marketing is defined to include

- Direct Marketing
- Constant Contact or equivalent
- One in-town marketing event staffed by WGE at dates/times mutually established with WW to initiate Customer education and application sign-ups.
- Sales literature
- Physical display boards/props in locations determined by Members to assist with customer education
- Customer Relationship Management tools
- Inbound sales calls through the customer service call center
- Ongoing periodic educational events
- Support of customer on-boarding for services such as VOIP and streaming. WW may

arrange for additional sales and marketing support (e.g. lawn signs, direct mail) from WGE if/as needed. WGE will charge WW actual cost for any such additional sales and marketing support.

Data Security is defined to include

- Compliance with M.G.L Chapter 93H and 201 CMR 17.00 Standards of Personal Information of Residents of the Commonwealth
- Backup of all customer data
- Dailies for two weeks
- Weeklies for two months
- Monthlies for two years
- Yearlies for duration of this agreement

Network Security is defined to include

- Backup of all network data
- Dailies for two weeks
- Weeklies for two months
- Monthlies for two years
- Yearlies for duration of this agreement
- Protection from Denial of Service attacks

Network Monitoring is defined to include

- Load monitoring
- Monthly or on-demand reports
- Load balancing
- High use customer monitoring and reporting for compliance of acceptable use policies

Regulatory Support is defined to include

- FCC Form 477 filing
- FCC Form 499A filing
- Digital Millennium Copyright Act (DMCA) administration (see section 13)
- Communications Assistance for Law Enforcement Act (CALEA) management

VoIP services will include

- Customer Service as described above
- Legal and regulatory:
 - Universal Service Fund fees,
 - taxes,
 - fee calculation and
 - collection from the Customers.

Construction and repair personnel as required and paid for by WW or Members for repairs or for construction will include

- Construction equipment, materials
- Testing
- Splicing
- Repair Stock
- Supervision

12. INTERNET SUBSCRIPTION SERVICES

WGE shall provide Internet services which shall include:

- 1 Gbps throughput from WGE Edge Router to Customer ONT
- WiFi router with remote management
- Any filtering required by law
- Security according to industry best practices
- WGE shall institute any and all filtering of Internet content required by federal, state, or local law.
- WGE is responsible for the protection, storage, back up, and security of any WW data collected by WGE.
- WGE shall maintain, according to industry best practices, security and mitigation procedures, software, and processes to protect the WW Network against computer viruses, worms, computer sabotage, "denial of service attacks," DNS spoofing attacks, and/or other attacks of a similar nature.

13. COPYRIGHT AND COPYRIGHT INFRINGEMENT

WGE shall respond to all notices of alleged infringement that comply with the Digital Millennium Copyright Act (DMCA, 17 U.S.C. § 512) by complying with the "notice and takedown" procedures set forth in the Act. This may include expeditiously removing or disabling access to the material that is claimed to be infringing or to be the subject of infringing activity. If time permits, WGE may, in its sole discretion, give an alleged infringer a reasonable opportunity to remove the infringing material itself. In addition, it is WGE's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate service provided to any Customer or user who is found to infringe third party copyright or other intellectual property rights. In such case WGE may terminate the service at any time with or without notice for any affected Customer or user.

A Customer who believes a copyright infringement notice has been wrongly filed as a result of mistake or misidentification of the material may file a counter notification with WGE. The counter notification shall provide the following information: a) Physical or electronic signature of the Customer; b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; c) A statement under penalty of perjury that the Customer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification; d) The Customer's name, address, telephone number and email address, and a statement that the Customer consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the Customer's address is outside of the United States, for the judicial district in which the WGE may be found, and that the Customer will accept service of process from the WGE.

WGE shall provide:

- Oversight of program implementation
- Direct access to senior executive 24x7X365.

14. WEB SITE

WGE shall provide:

- Web site to capture Customer applications and interest
- URL to be associated with WGE/Whip City Fiber link and WW
- WW agrees that the website will conform to established business practices of WGE existing website.
- General reporting to include number of interested parties, number of scheduled installations, number of installed dwellings and will be kept current
- Customer Relationship Management to include Customer contact information and any correspondence related to interest in installation. One user license will be available per Member and two user licenses will be made available to WW to self-monitor all WW Customer interactions.

15. TECH SUPPORT (833-WCF-HELP)

WGE shall provide 24/7/365 one-call, toll-free telephone customer service to receive and respond to Customer service-related inquiries, notifications of outages, and requests for maintenance. Customer calls shall be answered as WiredWest by WGE employees or contracted staff under the control of WGE trained in customer telephone support and resolution of Network equipment problems when the dedicated WW technical support service number is called. WGE shall provide a method for escalation of Customer trouble reports relating to the WW Network to technical customer support (currently ISPN) for support. WGE shall work in partnership with the technical customer support contractor to ensure Customer satisfaction, following separately agreed upon Method of Operation procedures. WGE shall maintain an issue based "ticket number" log of Customer communications for each Customer issue.

Support Service Level (NBD = next business day)

Tech Help Desk	Intake	Hours	Scope	Response Goal	Truck Roll
Outage	Call	24x7x365	Inbound Call	:60 Sec	Same Day <2PM NBD
Tech Support	Phone	24x7x365	Inbound Call	:60 Sec	Same Day <2PM NBD
Tech Support	Email	8am-8pm Daily	Inbound Email	1 Hours/After Hours NBD	Same Day <2PM NBD
Tech Support	Alarm	8am-8pm Daily	Net Monitor	60 Sec/After Hours NBD	Same Day <2PM NBD

WGE shall provide WW with monthly reports of Customer trouble issues and WGE responses and actions. Report metrics shall include, but are not limited to: Customer complaints, categorized by type; Tickets outstanding, closed, total, average daily new; Network outages, stratified by repair time and location; Mean Time to Resolution (MTTR) by issue category; First Call Resolution percentages; Provisioning intervals; Billing accuracy & timeliness; Network reporting.

16. CUSTOMER USAGE INFORMATION

WGE shall maintain Customer usage information available to WW. This information will be the property of WW, to allow identification of system capacity issues and high-volume users. WGE will not have any right to sell, or otherwise benefit from any such information, other than the right to use Customer information for service, billing, and collections purposes, and for marketing its own services.

17. EXCLUDED FROM MONTHLY WHOLESALE COSTS

Not included in the Monthly Wholesale Costs are the following:

- Pole Rental fees
- Pole Bond Fees
- Middle Mile or other circuit paths from Customer towns to WGE Edge Routers or another Internet access
- Dig Safe Annual Membership Fees
- NJUNS (National Joint Utility Notification System) Pole Transfers
- Asplundh Tree Crews

EXHIBIT B
INTERNET SERVICE PROVIDER, SERVICE LEVEL AGREEMENT AND NETWORK OPERATIONS FEES

Residential Customers shall mean the sum of all residential customers of municipalities for which WGE provides ISP/NO (internet service provider/network operator) support, except Westfield. **Monthly Wholesale Costs**

Internet	Voip Phone
\$27.00	\$12.95

Static IP Addresses

Monthly Wholesale Costs for Static IPV4 addresses shall be charged on a per-customer basis at a rate of \$12.95 for a single address, \$19.95 for two addresses, and \$29.95 for five.

Commercial Customers

Monthly wholesale cost for Internet for each Commercial Customer shall be mutually agreed to based on the SLA requirements of the Commercial Customer.

Repair Price Schedule - Hourly Maintenance Fees
MST-to-Premise drop repairs and In-Premise Services

WGE shall maintain resources sufficient for all in home (or premise) and connectorized MST to premise drop cable repairs. Material for these repairs will be provided by WGE and/or WW and stored at WGE's facilities. WGE will be reimbursed at the hourly rates in the table below. Travel time billed shall not exceed 60 minutes in each direction for each repair incident except in inclement weather when travel time billed shall not exceed 85 minutes in each direction.

Description	Maintenance/Repair Rates per Hour (business hours 7AM – 3 PM Monday to Friday)	Maintenance/Repair Rates per Hour (non-business hours)
1 person including truck minor in-home repairs (NID to ONT to Router and sub-devices)	\$58.75	\$102.81
1 person including bucket ruck (MST/Enclosure t Premise/NID)	\$103.60	\$156.96

Rates for Fiber Distribution Network Repairs

For distribution network repairs WGE will evaluate the repair requirements and dispatch and monitor the WGE or third-party repair contractor as required.

Downed Fiber Cable/Broken Fiber Cable/OLT Problem/ONT Problem/Other Maintenance and Repair

Description	Maintenance/Repair Rates	Maintenance/Repair Rates
-------------	--------------------------	--------------------------

	per Hour (business hours 7AM – 3 PM Monday to Friday)	per Hour (non-business hours)
1- Person Westfield Gas + Electric fiber technician, includes bucket and splice trailer (as needed)	\$103.60	\$156.96
2- person Westfield Gas +Electric fiber crew, includes bucket and splice trailer (as needed)	\$174.75	281.45
2- person Contracted* Emergency line crew	\$229.60	\$336.00
Fiber splice Contracted* Emergency crew	\$162.40	\$240.80
Additional groundman	\$65.70	\$114.98
Project Manager	\$103.45	\$103.45
Network Engineer (OLT/Network Router)	\$195.00	\$285.00

**Subject to Yearly Retainage for the collective nineteen (19) Town agreement at \$100.00 per mile of active distribution plant.*

Other Items:

WGE Technicians are available 24/7 for immediate evaluation and/or repairs of all identified items above: Downed Fiber Cable/Broken Fiber Cable/OLT Problem/ONT Problem/Other Maintenance and Repair

Rates are subject to adjustment annually with an increase maximum of 3% as provided in the International Brotherhood of Electrical Workers (IBEW) contract with Network Operator.

Minimum call out as defined in the current IBEW agreement hours for non-normal work hour callouts will be as provided in the Collective Bargaining Agreement between WGE and IBEW Local 455 and will be billed for single location call outs or multi-location call outs.

Administrative fee of 10% will be charged for any Network Operator or Contracted Labor oversight and processing.

In the case of the Contracted Emergency Response crews all contracts are subject to prevailing wage rates and supporting documentation of such reports when services are utilized.

Force Majeure event recovery

WGE will separately contract with a maintenance provider for physical maintenance and repair of the WW fiber distribution plant and Customer service drops to supplement services provided by Network Operator. Network Operator will offer to WW a third-party Emergency Network Repair Retainer Contract for the purposes of having at WW's disposal an on call 24X7X365 Fiber Technician and Field Crew.

In major Network or Drop repair events in WW towns, Network Operator may activate the resources in their third-party Emergency Network Repair Contractor and bill WW for actual costs +10% management fee.

In major Network or Drop repair events Network Operator will procure resources and manage independent fiber repair contractors for WW. Network Operator will manage the restoration process and bill WW for actual costs +10% management fee. Annual Emergency Network Repair Contractor Retainers will be responsibility of WW and will be billed by WGE.

Additional Marketing Support (beyond those listed in Exhibit A Item 17), mutually agreed upon 50% cooperative basis between WW and WGE

Procurement for future Network Expansion

- Construction Contractor Bidding 1.25% of estimated construction costs
- Material Bidding and Procurement 1.00% of estimated material costs

Project Management for future Network Expansion

Full Office and Field Project Management Services 10.00% of Network Expansion Costs exclusive of the 1.25% and 1.00% of estimated cost detailed above.

Out of Scope Resources

All out of scope work required will be estimated based on project and resources required.

Exhibit C

Obligations of WW

- 1.** WW shall be responsible for the protection, storage, backup, and security of WW software, network equipment, and related facilities.
- 2.** Member will provide a complete Fiber to the Premises access network in order for WGE to deliver services to Customers. Member will provide all fiber cables, fiber connection hardware, and Network Interface Devices up to the exterior of each Customer's premises, as well as Optical Network Terminals ("ONTs") for installation in interior of Customer Premises.
- 3.** WW will provide, at no expense to WGE, suitable space for WGE to install equipment to support the Communications Services, and WW will include and pay for sufficient power and environmental conditioning to support such equipment. WW will provide backup power and an uninterruptable power supply (UPS) for the space.
- 4.** WW is responsible for installation, maintenance, and repair of Member FTTP fiber between the local Interconnection Point and Customer's Optical Network Terminal ("ONTs"). WW may separately contract with a maintenance provider for physical maintenance and repair of the WW fiber distribution plant and Customer service drops to supplement services provided by WGE as described in Exhibit B. WGE will offer to WW an optional third-party Emergency Network Repair Retainer Contract for the purposes of having at WW's disposal an on call 24X7X365 Fiber Technician and Field Crew. The contract is optional for WW and in no way obligates WGE crews to respond in an event of a FTTP physical failure of infrastructure or regional disaster. WW understands that in a catastrophic event WGE's first responsibility is for the safety and sustainability of the citizens of the City of Westfield MA.
- 5.** WW will allow, or shall obtain permission for WGE employees and agents to enter upon Member property for the purpose of connecting or disconnecting Communications Services or installing, maintaining, repairing, replacing, or removing WGE equipment and apparatus related to the provision of Communications Services.
- 6.** WW will cause to be established and maintained all necessary bank accounts to permit the billing and payments for all services covered in this contract that are not capital expense as provided herein. WW will provide WGE with all information necessary relating thereto to permit WGE to perform its obligations hereunder.

Exhibit D

ACCEPTABLE USE POLICY

WW seeks to provide and foster an on-line community that can be used and enjoyed by all its Customers. To further that goal, WW has developed an Acceptable Use Policy. Although much of what is included here is common sense, we take these issues very seriously and will enforce these rules to ensure enjoyment by all Customers. WW reserves the right to suspend or cancel a Customer's account for engaging in inappropriate conduct. (Customers, of course, also remain legally responsible for any such acts.) In using the telecommunication services provided over this fiber optic network, Customers accept this list of restrictions as well as those set forth in the Terms and Conditions of the Customer Agreement and agree to use the Services only for lawful purposes and not to use or allow others to use the Services in violation of the following guidelines: Customer shall take no action, knowingly or unknowingly, that constitutes a prohibited use. Prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or the WW Network Facilities, either individually or in combination with one another, to:

1. Interfere in any way with, impair, or adversely affect the facilities used by WW to provide Communications Service(s);
2. Expose WW or its Network facilities to any claim, lien, encumbrance or legal process.
3. Violate this Acceptable Use Policy and associated Terms and Conditions or any law, rule or regulation, including, but not limited to, any transmission Customer intentionally or knowingly sends or the content thereof that violates any copyright or export control laws, or that is libelous, slanderous or an invasion of privacy, including, but not limited to:
 - a. Impede others' ability to use, send, or retrieve information.
 - b. interception of communications intended for any other Customer to the network.
 - c. Restrict, inhibit, interfere with, or otherwise disrupt or cause performance degradation, regardless of intent, purpose or knowledge, to the Services or any host, server, backbone network, node or service, or otherwise cause performance degradation to any WW facilities used to deliver the Service.
Restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Services (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus or other harmful feature. Use of the network to violate any provision of Title 17 USC, the copyright law of the United States, or the Digital Millennium Copyright Act of 1998;
 - e. Introduction of malicious programs into the network or server;
 - f. Use of the network to transmit or receive any information in violation of United States, state or international law;
 - g. Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host.
4. Overburden Network facilities or use of the Network for activities not permitted by the Subscriber Agreement, including, but not limited to:
 - a. Resell the Communications Services or otherwise make available to nonsubscribers

the ability to use the Services provided to WW;

Exhibit E
Customer Onboarding/Disconnection Process

Members have provided WGE an updated on-boarding document of their Drop Policy.
Members shall provide WGE with an updated On-Boarding Document when changes are made.
Members and WGE shall sign updated on-boarding documents.



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Becket (Wired West)

- Municipal Internet:** Town charged \$100 + \$9 MLP fee for each account. Town credited \$100 + \$9 MLP fee for net zero. (No monthly MLP fee, \$99 activation fee).
- Municipal VP Only:** \$49.00 plus taxes and fees
- Residential Internet:** 1 GIG: \$84 (\$75 + \$9 MLP Fee); or 25 Mbps: \$68 (\$59 + \$9 MLP Fee)
- Business Internet:** \$100 Up to 5 users; or \$150 Up to 25 users; or \$250 Up to 50 users. The Size of the business is to be determined by the MLP manager. \$9 MLP fee applies to all Business customers
- Commercial Internet:** To be determined based on a negotiated Service Level Agreement (SLA).

All Municipal, Residential, and Business Accounts:

- MLP Monthly Fee:** \$9
- VOIP Phone:** \$19.99 plus taxes and fees. Ooma processing fees are not charged to the customer and are paid by WW.
- Stand Alone VOIP Phone:** \$49 plus MLP fee, taxes and fees (\$49 plus taxes and fees for Municipal). Ooma processing fees are not charged to the customer and are paid by WW.
- Static IP:** \$15 each or 5 for \$29.95
- Activation Fee:** \$99 one-time fee for all new customers.
- Plume WiFi Extenders:** \$7.95 + \$5 each additional 50/50 split after 18 months + \$2.00 license fee for each unit.
- Seasonal Disconnect:** There is no suspension option; however, customers can cancel service for up to 12 months without penalty or charges. After 12 months canceled customer is treated as a new customer and charged the \$99 Activation Fee. Customer is billed for full month at disconnect and at reconnect. No prorating.
- Shut off for Non-Pay:** Customer is billed for full month. No prorating.

Becket MLP Drop Policy:

Cold Drops: Not offered

Conversion from Cold Drop: \$750 (Not applicable)

Construction Cost: Town subsidizes \$750 to offset install up to first Wi-Fi router, and optional Ooma Telo. Customer is responsible for remainder cost of aerial or underground construction and inside installation. Consult MLP Manager prior to authorizing construction. Extensions beyond the standard installation such as additional inside wiring or routers are at the customer's expense.

Installation Billing: Estimated installation cost, minus any subsidy, collected up front via Stripe when scheduling install.

Temporary Drop: \$200 fee on first bill (Customer provides release of liability and approval)

MLP Manager
Signature _____ Date _____

WGE
Signature _____ Date _____



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Heath (Wired West)

- Municipal Internet:** \$90 (Town is credited \$90 for net zero, No monthly MLP fee, \$99 activation fee).
- Residential Internet:** 1 GIG: \$75; or 25 Mbps: \$59
- Business Internet:** \$100 Up to 5 users; or \$150 Up to 25 users; or \$250 Up to 50 users. The Size of the business is to be determined by the MLP manager
- Commercial Internet:** To be determined based on a negotiated Service Level Agreement (SLA)..

All Municipal, Residential, and Business Accounts:

- No MLP Fee:** \$0
- VOIP Phone:** \$19.99 plus taxes and fees. Ooma processing fees are not charged to the customer and are paid by WW.
- Stand Alone VOIP Phone:** \$49 plus taxes and fees. Ooma processing fees are not charged to the customer and are paid by WW.
- Static IP:** \$15 each or 5 for \$29.95
Activation Fee: \$99 one-time fee for all new customers.
- Plume WiFi Extenders:** \$7.95 + \$5 each additional 50/50 split after 18 months + \$2.00 license fee per unit
- Seasonal Disconnect:** There is no suspension option; however, customers can cancel service for up to 12 months without penalty or charges. After 12 months canceled customer is treated as a new customer and charged the \$99 Activation Fee. Customer is billed for full month at disconnect and at reconnect. No prorating.
- Shut off for Non-Pay:** Customer is billed for full month. Bill is not prorated.

Heath MLP Drop Policy:

- Cold Drops:** Offered - subscriber covers costs
- Conversion from Cold Drop:** \$750
- Construction Cost:** Customer is responsible for all costs of aerial or underground construction and inside installation. Consult MLP Manager prior to

authorizing construction. Extensions beyond the standard installation such as additional inside wiring or routers are at the customer's expense..

Installation Billing: Estimated installation cost collected up front via Stripe when scheduling install.

Temporary Drop: \$200 fee on first bill (Customer provides release of liability and approval)

MLP Manager

Signature_____Date_____

WGE

Signature_____Date_____



POWERED BY WHIP CITY FIBER

New Salem (Wired West)

Municipal Internet:	Town charged \$90 for each account. Town credited \$90 for net zero. (No monthly MLP fee, \$99 activation fee)
Residential Internet:	1 GIG: \$75 + \$10 MLP Fee (\$85); or 25 Mbps: \$59 + \$10 MLP Fee (\$69)
Business Internet:	\$100 Up to 5 users; or \$150 Up to 25 users; or \$250 Up to 50 users. The Size of the business is to be determined by the MLP manager manager
Commercial Internet:	To be determined based on a negotiated Service Level Agreement (SLA).
Municipal, Residential, and Business Accounts:	
MLP Fee:	\$10 (excluding Municipal accounts which are not charged MLP fee)
VOIP Phone:	\$19.99 plus taxes and fees. Ooma processing fees not charged to the customer and are paid by WW.
Stand Alone VOIP Phone:	\$49 plus taxes and fees. Ooma processing fees are not charged to the customer and are paid by WW.
Static IP:	\$15 each or 5 for \$29.95
Activation Fee:	\$99 one-time fee for all new customers.
Plume WiFi Extenders:	\$7.95 + \$5 each additional 50/50 split after 18 months + \$2.00 license fee for each unit.
Seasonal Disconnect:	There is no suspension option; however, customers can cancel service for up to 12 months without penalty or charges. After 12 months canceled customer is treated as a new customer and charged the Activation Fee. Customer is billed for full month at disconnect and at reconnect. No prorating.
Shut off for Non-Pay:	Customer is billed for full month. Bill is not prorated.

New Salem MLP Drop Policy

Cold Drops:	Not offered
Conversion from Cold Drop:	\$750. Consult MLP Manager prior to conversion.
Construction Cost:	Town subsidizes \$300 to offset install up to first Wi-Fi router, and optional Ooma Telo. Customer is responsible for remainder cost of aerial or underground construction and inside installation. Consult MLP

Manager prior to authorizing construction. Extensions beyond the standard installation such as additional inside wiring or routers are at the customer's expense.

Installation Billing: Estimated installation cost, minus any subsidy, collected up front via Stripe when scheduling install.

Temporary Drop: \$200 fee on first bill (Customer provides release of liability and approval)

MLP Manager

Signature _____ Date _____

WGE

Signature _____ Date _____



POWERED BY WHIP CITY FIBER

Rowe (WiredWest)

- Municipal Internet:** Town charged \$90 for each account. Town is NOT credited \$90 for net zero.
- Residential Internet:** 1 GIG: \$75; or 25 Mbps: \$59
- Business Internet:** \$100 Up to 5 users; or \$150 Up to 25 users; or \$250 Up to 50 users. The Size of the business is to be determined by the MLP manager
- Commercial Internet:** To be determined based on a negotiated Service Level Agreement (SLA)
- All Municipal, Residential, and Business Accounts:**
- No MLP Fee:** \$0
 - VOIP Phone:** \$19.99 plus taxes and fees. Ooma processing fees are not charged to the customer and are paid by WW.
 - Stand Alone VOIP Phone:** \$49 plus taxes and fees. Ooma processing fees are not charged to the customer and are paid by WW.
 - Static IP:** \$15 each or 5 for \$29.95
 - Activation Fee:** \$99 one-time fee for all new customers.
 - Plume WiFi Extenders:** \$7.95 + \$5 each additional 50/50 split after 18 months + \$2 license fee per unit.
 - Seasonal Disconnect:** There is no suspension option; however, customers can cancel service for up to 12 months without penalty or charges. After 12 months canceled customer is treated as a new customer and charged the \$99 Activation Fee. Customer is billed for full month at disconnect and at reconnect. No prorating.
 - Shut off for Non-Pay:** Customer is billed for full month. No prorating.

Rowe MLP Drop Policy

- Cold Drops:** Subsidized by MLP subject to available funds. Please consult MLP Manager prior to installation.
- Conversion from Cold Drop:** Covered by town while funds last. Please consult MLP Manager in advance.
- Construction Cost:** While funds last, the town will cover standard installation, including all outside aerial or underground construction, inside installation up to the first WiFi router in basement or first floor, and optional Ooma Telo. Please consult MLP Manager prior to authorizing for availability of

funds. Extensions beyond the standard installation such as additional inside wiring or routers are at the customer's expense.

Installation Billing: Estimated installation cost, minus any subsidy, collected up front via Stripe when scheduling install.

Temporary Drop: \$200 fee on first bill (Customer provides release of liability and approval)

MLP Manager

Signature _____ Date _____

WGE

Signature _____ Date _____



POWERED BY WHIP CITY FIBER

Washington (Wired West)

Municipal Internet: Town is charged \$90 for each account. The Town is credited \$90 for net zero. (No monthly MLP fee, \$99 activation fee)

Residential Internet: 1 GIG: \$75; or 25 Mbps: \$59

Business Internet: \$100 Up to 5 users; or \$150 Up to 25 users; or \$250 Up to 50 users. The Size of the business is to be determined by the MLP manager.

Commercial Internet: To be determined based on a negotiated Service Level Agreement (SLA)

All Municipal, Residential, and Business Accounts:

No MLP Fee: \$0

VOIP Phone: \$19.99 plus taxes and fees. Ooma processing fees are not charged to the customer and are paid by WW.

Stand Alone VOIP Phone: \$49 plus taxes and fees. Ooma processing fees are not charged to the customer and are paid by WW.

Static IP: \$15 each or 5 for \$29.95

Activation Fee: \$99 one-time fee for all new customers.

Plume WiFi Extenders: \$7.95 + \$5 each additional 50/50 split after 18 months + \$2.00 license fee for each unit.

Seasonal Disconnect: There is no suspension option; however, customers can cancel service for up to 12 months without penalty or charges. After 12 months canceled customer is treated as a new customer and charged the \$99 Activation Fee. Customer is billed for full month at disconnect and at reconnect. No prorating.

Shut off for Non-Pay: Customer is billed for full month. No prorating.

Washington MLP Drop Policy:

Cold Drops: Not offered

Conversion from Cold Drop: \$750

Construction Cost: Town covers interior installation. Customer is responsible for exterior drop fiber install costs and CSR provides cost estimate. Customer requesting service for new homes built after the completion of the network may incur full cost of any Network Expansion that is required to provide an MST connection, in addition to the Exterior Drop Fiber Installation costs.

Installation Billing: Estimated installation cost, minus any subsidy, collected up front via Stripe when scheduling install.

Temporary Drop: Not offered

MLP Manager

Signature _____ Date _____

WGE

Signature _____ Date _____



POWERED BY WHIP CITY FIBER

Windsor (Wired West)

Municipal Internet: Town charged \$90 for each account and town credited \$90 for net zero.

Residential Internet: 1 GIG: \$75; or 25 Mbps: \$59

Business Internet: \$100 Up to 5 users; or \$150 Up to 25 users; or \$250 Up to 50 users. The Size of the business is to be determined by the MLP manager

Commercial Internet: To be determined based on a negotiated Service Level Agreement (SLA)

All Municipal, Residential, and Business Accounts:

No MLP Fee: \$0

VOIP Phone: \$19.99 plus taxes and fees. Ooma processing fees are not charged to the customer and are paid by WW.

Stand Alone VOIP Phone: \$49 plus taxes and fees. Ooma processing fees are not charged to the customer and are paid by WW.

Static IP: \$15 each or 5 for \$29.95

Activation Fee: \$99 one-time fee for all new customers.

Municipal Plumes: \$7.95 + \$5 each additional 50/50 split after 18 months + \$2.00 license fee for each unit.

Seasonal Disconnect: There is no suspension option, however, customers can cancel service for up to 12 months without penalty or charges. After 12 months canceled customer is treated as a new customer and charged the \$99 Activation Fee. Customer is billed for full month at disconnect and at reconnect. No prorating.

Shut off for Non-Pay: Customer is billed for full month. No prorating.

Windsor MLP Drop Policy:

Cold Drops: Not offered

Conversion from Cold Drop: \$750

Construction Cost: Customer is responsible for all aerial or underground installation up to first WiFi router and optional Ooma Telo. Upon activation of service,

customers may apply for \$300 rebate with town by submitting copy of invoice.

Installation Billing:

Estimated installation cost collected up front via Stripe when scheduling install.

Temporary Drop:

\$200 fee added to first bill (Customer provides release of liability and approval)

MLP Manager

Signature_____Date_____

WGE

Signature_____Date_____

Exhibit E-1

WGE Termination Policy for Delinquent Accounts:

**This process runs every month.*

- 1st request for payment is sent to the subscriber via email a few days after their due date requesting payment of the past due amount to avoid a disconnection.
- 2nd/Final request is sent via e-mail typically one week after the 1st request if a payment has not been received or the full amount requested was not received.
- The day before the scheduled termination date a final list is run which consists of subscribers who still have not submitted payment. Once these steps have been taken, the final list is confirmed.
- The final termination list prompts a text message to be sent to the phone numbers on file: "**Mobile Service** - Sent SMS message: 'WCF Non-payment: Whip City Fiber: Your service will be interrupted tomorrow due to non-payment. To avoid shut off, please contact us at 413-572-0100 to make a payment. Do not reply—this inbox is not monitored.' " All WW Towns are not charged a reconnection fee.
- On the day of termination if subscriber still has not made a minimum payment, WGE will complete a remote disconnects of the ONT (Optical Network Terminal). If the subscriber has Ooma Telo, WGE will lower their speed to a slower speed, so they are still able to use their Ooma to make a phone call (this is implemented for 911 Calls).
- Once a payment is collected on a terminated account, WGE will reconnect the ONT on subscriber's account. Billing will then recommence.
- After 30 Days, if the subscriber stays off with no contact; and WGE has attempted to contact via e-mail or phone, they will be changed to a vacant status.
- If subscriber has phone, WGE would change the Ooma Telo phone to a vacant status which means the subscriber has the potential to lose their phone number. WGE does not guarantee number will be saved after (30) days.
- When in a vacant status and the subscriber calls to reconnect, subscriber will be required to pay the full account balance to have services restored.

Exhibit F Service Level Agreement

SERVICE LEVEL AGREEMENTS

Network and Service Performance

Service Levels

WW in consultation with Network Operator may offer different service levels to Commercial Customers for different service offerings and different quality of service levels within a service offering. However, WGE will offer non-discriminatory treatment to all Residential Customers and Business Customers for a given service/service level. All Service Levels in this section are measured between a Test Reference Point (TRP) or the core of the network and the service demarcation point unless otherwise specifically noted. At least one TRP for each Member shall be located at a Network Operator managed network device at 1 Federal Street in Springfield, Massachusetts.

Network Operator Service performance Service Level Agreements, based on the measurements of the Network Operator's network management and monitoring tools:

Specification	Units	Value
Peak Latency	ms	30
Average Latency	ms	10
Packet Loss	%	0.01
Maximum Packet Delay Variation	ms	8
Average Packet Delay Variation	ms	0.5

Latency

Peak Latency is measured as the round-trip time, in milliseconds, for a packet between a Test Reference Point (TRP) and the service demarcation device for transport solely within the network. Average latency is measured over the period of a month between the service demarcation device and the TRP while peak latency represents the highest latency observed during the course of the month.

Packet Loss

Packet loss is the percentage of packets dropped by the network (Not including policed packets to maintain compliance to Committed Information Rates (CIR) between a Test Reference Point (TRP) and the service demarcation device on the WW Network. Packet loss associated with interface errors (cyclic redundancy check - CRC) etc. due to customer caused issues of configuration or mismatches between the demarcation switches and the customer are not included in the packet loss calculations. Packet loss is calculated on an average basis each month.

Packet Delay Variation

Packet Delay Variation is the measure of variance in the latency of packets between a Test Reference Point (TRP) and the service demarcation device. Packet Delay Variation is measured as an average for the month. Maximum Packet Delay variation shall not occur for more than 0.1% of the time (roughly 40-45 minutes) per month.

Service Availability

Service Availability is defined separately for core network, across all sites, and for individual sites within the network. Non-Emergency scheduled outages (scheduled at least

3 business days in advance) are not considered “downtime” with respect to calculating Service Availability. The source of an outage must be determined to be within the demarcation points of the WW Network to be considered an outage. For example, customer premises power outages are excluded from this calculation. However, an outage within the Network Operator’s operations that causes an outage within the WW Network is considered an outage and included in this calculation. All scheduled outages shall occur between the hours of 12:01 am and 6 am unless otherwise mutually agreed to.

Service Availability for Core Network

Service Availability for the Core Network shall be 100% on a monthly basis for at least the majority of the network. General availability of the Core Network shall be 99.999% on a monthly basis. Non-degraded Service Availability for the Core Network shall be at least 99.995% on a monthly basis

The Core Network also includes Optical and Ethernet equipment located at Points of Interconnections and 1 Federal Street in Springfield, Massachusetts, 40 Turnpike Industrial Road, Westfield, and Stanley Park in Westfield, Massachusetts.

This calculation is performed utilizing trouble tickets and a calculation of “measurable” outage time that is attributed to a core component. Only failures attributed to core components which cause End-User service disruptions are considered “measurable” time in the Core Availability calculation.

Non-degraded Service Availability for the Core Network is calculated based on the amount of time that problems in the Core Network result in multiple sites failing to achieve their Service Level Agreements.

Mean Time To Repair (MTTR)

WGE will repair service affecting outages within the target timeframes established excluding dispatch and travel time to the site.

Mean Time To Repair (MTTR) SLA:

Specification	Units	MTTR
Replacement of failed electronics	Hours	4
Resolution of configuration issues	Hours	8
Fiber cable breaks	Hours	48 hours to restore on at least a temporary basis

MTTR is measured from the initial trouble call or receipt of network alarm to the time the trouble is resolved or isolated outside of the network demarcation points.

Exhibit G
Dig Safe Administration

Third Party Utility Locating Services

Should an outside third party be utilized to perform utility locating services, WW will pay the amounts invoiced by the third party utility locating service, plus a ten percent (10%) management fee.

Dig Safe Administration

WGE will manage all Dig Safe administrative services and other tasks relating to Dig Safe including records management, locator dispatching and oversight and provide locator services for all underground fiber service drops and all underground fiber distribution system.

The formula below will be used to determine the monthly fee to be billed annually for Dig Safe Administration:

The total number of miles of underground facilities in WW Network multiplied by two dollars (\$2.00)

The total number of underground services in WiredWest Network multiplied by fifty cents (\$0.50)

The fees applicable to WW are set forth below.

Dig Safe Administration annual fee to WGE:

Distribution Plant	Units	Multiplier	Monthly Charge
Underground Miles	07.929	\$2.00	\$15.84
Number of Underground Services	1,283	\$0.50	\$641.50
		Total Monthly Cost	\$54.79
		Annual cost	\$657.34

Third Party Utility Locating Service Fees will be passed on to WW with 10% Project Management Fee NJUNS (National Joint Utility Notification Systems) is the responsibility of WW.

- WW will monitor NJUNS and notify WGE of NJUNS Tickets.
- WGE will perform all transfer of WW Member's equipment and fiber lines associated with WW Member's Fiber Network.
- WGE will counter bill WW for Labor, Materials and Project Management of work performed.
- WW will close out NJUNS tickets.

Pricing Definitions

Per One Call Ticket – All tickets received from State One Call. Each ticket granted 30 minutes of locating time.

Project Locate – Locate that involves multiple addresses or requests more than 30 minutes to Locate Facilities at the excavation Site.

NOTE: Fee REPLACES the per ticket fee if either of the two above requirements are met.

Site Surveillance – If WGE requests that a third party contractor technician to be onsite to ensure the protection of the Utility during excavation.

After Hour Emergencies – This service will be for After Hour Emergency Tickets that are called in between the hours of 5:00 P.M. – 7:00 A.M. Monday – Friday and all-day Saturday & Sunday including Holidays. NOTE: We do not charge for travel time/ Flat Fee.

Damage Investigation – Comprehensive damage investigation to assist in determining party at fault. NOTE: Fee is WAIVED for At-fault third party contractor damages

Exhibit H

Service Drop Installation Responsibilities

1.) Scope Of Services

a) Field and Full Office Service Installation Management:

i) WGE responsibilities:

(1) WGE will perform all duties and responsibilities outlined in this Service Drop Installation Contract including, but not limited to:

- (a) Installation of service drops performed by either third party contractors or WGE's employees (hereinafter "Contractor").
- (b) Oversee work throughout service installation period.
- (c) Administrate and adhere to the outline Unit Description and Unit Pricing structure, as provided in Exhibits A and C hereof.
- (d) Perform quality control review periodically on Contractor completed service installations as provided in Exhibit B hereof.
- (e) Review and approve and pay all Contractor applications for payment and invoice Member for payment.
- (f) Oversee all fiber service installation testing and customer satisfaction.
- (g) Oversee fiber hub connectivity, testing and service certification.
- (h) Ensure technical specifications for the work are met.
- (i) Manage schedules for service installation and completion.
- (j) Oversee and coordinate transition from customer activation to service maintenance

ii) WW responsibilities:

- (1) Each Member will appoint a representative for coordination with the WGE Project Management Team.
- (2) Each Member will designate a contact which will serve as the designated coordinator for all police detail needs during installation.
- (3) Each Member agrees to pay for all Service Drop installations at the applicable installation cost shown in table below.
- (4) WW members agree to and will pay WGE standard costs which include project management, mobilization, labor and materials for installations performed.

Drop and Interior Installation Cost Codes			WG+E <small>WESTFIELD GAS + ELECTRIC</small> whip city fiber
Item Number	Description	Fee	
1	23DROP-COLDDROPCONV	Cold Drop Conversion to active account	\$ 735.00
2	23DROP-STDOH-250	Standard Overhead Installation up to 250ft	\$ 350.00
3	23DROP-STDOH-251-500	Standard Overhead Installation 251ft - 500ft	\$ 450.00
4	23DROP-LNGOH-501-1000	Long Overhead Installation 501ft - 1000ft	\$ 800.00
5	23DROP-STDUG-250EXCON	Standard Underground Installation up to 250ft UG service w/ existing conduit	\$ 900.00
6	23DROP-STDUG-251-500EXCON	Standard Underground Installation 251ft - 500ft UG service w/ existing conduit	\$ 1,250.00
7	23DROP-STDUG-250MICRO	Standard Underground Installation up to 250ft UG service w/ microduct installation	\$ 2,600.00
8	23DROP-STDUG-251-500MICRO	Standard Underground Installation 251ft - 500ft UG service w/ microduct installation	\$ 4,650.00
9	23INSTALL-STD INTERIOR	Standard Interior Install	\$ 750.00

1. Service Installation period Jaury 1st, 2023 - December 31st, 2025 Standard Drop and Interior Installation Costs

2. Includes mobilization, project management, labor and materials.

Exhibit I Emergency Restoration

During major Network or Drop repair events, defined as those times when the amount of necessary repair work exceeds WGE's capability to make such repairs in a timely manner, WGE, at its sole discretion, will deploy resources and manage one or more independent fiber repair contractors for WW and other municipal light departments under a collective purchase agreement with third party contractor(s). Notice will also be provided by WGE to WW that WGE has deployed such resources in order to facilitate repairs consistent with the intent of this Agreement.

One or more contractors will be assigned to WW or multiple towns based on the judgement and experience of WGE in order to fulfill its obligations as Internet Service Provider and Network Operator for WW.

Costs for Emergency Network Repair Services to WW and other participating towns will be assigned to WW as follows:

Annual Retainer: WGE will use its best efforts to retain on an annual basis fiber repair crews to be shared between WW and other participating municipal light departments in the case of a catastrophic event. A portion of the cost of providing annual Emergency Network Repair Contractor Retainers will be billed by WGE on a pro rata basis to WW and other participating municipal light departments. WW's pro rata cost share shall be based on the Network Build miles within the WW Network, as shown in Attachment A to this exhibit. The cost per Network Build mile of available fiber repair contractor crews is identified in Attachment A of this exhibit. WGE Emergency Response Assessment: WW agrees to pay WGE for work required to assess the damage and the coordination of the work to be done by the independent fiber repair contractors at the Fiber Network Engineer hourly rate as identified in Exhibit B of the Agreement

Actual Emergency Repair Costs: WGE will manage the restoration process and review the invoices from the fiber repair contractor for work performed on behalf of WW. WGE will invoice WW for Emergency Repair Costs. Project Management Fee: WW agrees to pay WGE for its additional management of the independent fiber repair contractors and related back-office support services at 10% of the amount invoiced by the fiber repair contractor.

Sixty (60) days prior to the end of the current term of the Emergency Network Repair services agreement with third party contractors, WGE will provide indicative pricing for said services, including the Annual Retainer cost, to WW for the upcoming contract term. WW will provide written notice to WGE at least forty-five (45) days prior to the end of the current term of the agreement, regarding its intentions to continue to participate in this Emergency Network Repair service or cease participation. WGE will finalize pricing for the Emergency Network Repair service Annual Retainer based upon those towns that have expressed their intent to participate, and will then finalize pricing for WW's approval. In the event WW does not wish to participate in this Emergency Network Repair service, WGE shall no longer be expected to procure and manage independent fiber repair contractors for WW should a major Network or Drop repair event occur.

Major Restoration Event: If a storm or natural disaster causes outages across multiple towns or regions for which WGE provides Network Operations services, and WW experiences an Outage rate of greater than 20% of Customers, WGE at its discretion may request that WW cause to be paid an advance deposit to be credited against Emergency Network Repair services in the

amount of 70 % (seventy percent) of anticipated costs. Such payment shall be used by WGE to pay for Emergency Network Repair services that it directly incurs from contractors.

Attachment A

1. WGE will procure for retainage, at least two (2) fiber splicing crews and two (2) construction crews and make them available to WW and other municipal light plants for the purposes of fiber optic emergency repair.
2. WW agrees that WGE will be solely responsible for the dispatch and management of such crews. WW is willing and agreeable to the sharing of these crews at the sole discretion of WGE in the event that a catastrophic event occurs affecting other participating municipal light departments.
3. WW acknowledges contractor retainage agreement has a twelve (12) month term and as such, the cost identified below may change at each contractor retainage agreement anniversary date.
4. WW agrees that the number of miles of Network Build contained in the WW Network is **308.12** overhead plant miles.
5. The per distribution overhead mile for WW to participate in this Agreement for Emergency Restoration is **\$100.00** per mile.
6. The annual cost for WW to participate in this Agreement for Emergency Restoration is **\$30,812.00** and the monthly cost for WW is **\$2,567.67**.