

Newport Independent Schools Bus Lot WAN Project

Current Status: The bus lot currently uses a wireless Cradlepoint hotspot for internet access and has an individual phone line. The Cradlepoint bill currently runs around \$300 a month. Due to state and federal E-rate regulations, we have not been allowed to install business class internet, as it would be in conflict with the E-rate process used by the state to provide internet to all K-12 public districts.

Proposed Project: Recent changes to E-Rate rules have made it possible to apply for what is known as Category 1 services for the bus lot. If approved, we are eligible to have our bus lot connected to our main district network at a 90% discount due to our free and reduced lunch percentages. This would provide a 1GB connection to the bus lot from the district hub, giving us better access, higher speeds, and the ability to remotely view the security cameras there, which we cannot currently do. In addition, we could move them to the district phone system, further lowering costs. Almost all larger or rural districts use Category 1 every year to interconnect their schools. We have been fortunate in that we own the fiber between our schools and it has been in place for over 25 years. Estimated final costs to the district are around \$100 a month.

The Process: We began the process by filing a Form 470 with USAC (E-Rate) to let vendors know we were accepting proposals for connecting the bus lot. Vendors then had 30 days to respond with a proposal. We received 2 eligible bids and scored them following a rubric with cost as the highest percentage factor. Altafiber had the "winning" bid, and we informed them that if we obtain board and e-Rate approval, we would enter into a contract with them to provide the service.

The next step is filing a Form 471 with the approved contract for USAC approval. Once that is filed, they will review it and either come back with questions or issue a Funding Commitment Letter, which basically approves the project. The deadline to file this year is March 27. Pending board approval of the contract, I will login and submit the 471 tonight.

If USAC does not approve, we are not obligated to move forward with the project and would just continue as is.



**A Service Agreement for
Newport Independent Schools**

Q-00076400

DOCUMENT CREATED DATE: 03/11/2024



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Section 1: Signatures

1. Signatures

Newport Independent Schools ("Customer") and Cincinnati Bell Telephone Co. LLC d/b/a altafiber Network Solutions and Cincinnati Bell Extended Territories LLC d/b/a altafiber Connected Services (collectively "altafiber"), for itself and its Affiliates agree to engage for the Services described in this Service Agreement: Q-00076400 ("Service Agreement").

This Service Agreement is effective as of the date of last execution below (the "Effective Date") and entered into by and between altafiber, a Delaware corporation, with its principal place of business at 221 East 4th Street, Cincinnati, OH 45202 and Newport Independent Schools with a place of business at 30 W. 8th Street, Newport, KY 41071.

This Service Agreement provides details of the Services (detailed in Section 2 below), related Products if any, Service Level Agreements, Service-specific terms, Customer rights and responsibilities, one-time and recurring fees, early termination charges, change control, and third party license agreements as applicable.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed by their duly authorized representatives.

Cincinnati Bell Telephone Co. LLC d/b/a altafiber

By: _____

Print Name: _____

Title: _____

Date: _____

Newport Independent Schools

By: _____

Print

Name: _____

Rusty Adams

Title: _____

Director of Instructional Tech

Date: _____

Newport Independent Schools Point of Contact:

Name: _____

Office: _____

Mobile: _____

E-Mail: _____



Section 2: Pricing and Contract Term

Location: 1020 Lowell St, NEWPORT, KY, United States, 41071

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Metro Ethernet - New	Point to Point/MultiPoint EVC	1	0.00	0.00	-	-
2	Metro Ethernet - New	Metro Ethernet E&C Fiber - Initial ports	1	0.00	0.00	-	-
3	Metro Ethernet - New	1 Gbps - Initial ports	1	275.00	275.00	-	-
4	Metro Ethernet - New	1 Gbps (One Time) - Initial ports	1	-	-	0.00	0.00
5	Metro Ethernet - New	Yes Demarc Extension Required	1	-	-	0.00	0.00
				Subtotal	275.00	Subtotal	0.00

Location: 95 W 9th St, NEWPORT, KY, United States, 41071

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
6	Metro Ethernet - New	Point to Point/MultiPoint EVC	1	0.00	0.00	-	-
7	Metro Ethernet - New	Metro Ethernet E&C Fiber - Initial ports	1	0.00	0.00	-	-
8	Metro Ethernet - New	1 Gbps - Initial ports	1	275.00	275.00	-	-
9	Metro Ethernet - New	1 Gbps (One Time) - Initial ports	1	-	-	0.00	0.00
10	Metro Ethernet - New	Yes Demarc Extension Required	1	-	-	0.00	0.00
				Subtotal	275.00	Subtotal	0.00
				MRC Total	USD 550.00	NRC Total	USD 0.00

Contract Term; Terms and Conditions

Unless otherwise provided in the Terms and Conditions Supplements attached hereto and incorporated herein by reference <https://www.altafiber.com/about-us/policies/service-terms-and-conditions> (as applicable):

The initial term of this Service Agreement shall become effective on July 1, 2024 ("Effective Date") and shall continue until June 30, 2029 ("Initial Term"). Following expiration of the Initial Term, this Service Agreement shall automatically renew at the current contract rate for additional twelve (12) month periods (each a "Renewal Term") unless either Party terminates this Agreement by providing sixty (60) days advance written notice of termination to the other Party prior to the expiration of the then current Term ("Term" shall mean collectively Initial and/or Renewal Term).

Company reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to the stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.



Section 3: Ethernet Terms and Conditions Supplement

The Ethernet Supplemental Terms and Conditions ("Ethernet") is attached to and made a part of the Service Agreement Number Q-00076400 ("Service Agreement") and contains additional terms specific to Ethernet provided by altafiber Telephone Company LLC, and the terms of this Section will supersede any contradictory language contained elsewhere in this Service Agreement.

3.1 Definitions.

- 3.1.1 **Ethernet.** The engineering, installation, maintenance and repair services provided by altafiber to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.
- 3.1.2 **Customer's location.** A location specified by the Customer for the purposes of terminating network such as the Customer's premises or the building where the off-premises extension terminates.
- 3.1.3 **Demarcation Point.** The point of physical separation of altafiber's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Ethernet service presented by altafiber to Customer.
- 3.1.4 **Local Area Network (LAN).** A network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.
- 3.1.5 **Metropolitan Area Network (MAN).** A network connecting computers and other peripheral equipment for data communications over a larger geographical area than a LAN, usually within a city or region.
- 3.1.6 **Permanent Virtual Circuits (PVC).** A static logical connection used in packet and cell switched networks between two end points. Permanent Virtual Circuits support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent circuit in the network.
- 3.1.7 **Quality of Service (QoS).** Defined as a way to prioritize service for applications that are sensitive to latencies or delays. It is the primary form of intelligent bandwidth management that allows service levels to be specified for different traffic types.
- 3.1.8 **Unprotected Ethernet.** The standard Ethernet service.
- 3.1.9 **Virtual LAN (VLAN).** A static logical connection used in packet networks for point-to-point, point-to-multipoint, and multipoint-to-multipoint. Virtual LANs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each VLAN in the network, and are enforced by using VLAN Tagging.
- 3.1.10 **VLAN Tagging (802.1q).** A way to label different traffic types so they may be differentiated from each other. It is another form of intelligent bandwidth management that can allow service levels for different traffic types.

3.2 Services and Rates.

- 3.2.1 Ethernet service will be provided as specified on the attached Pricing Agreement.
- 3.2.2 Customer may move the location of its Ethernet service to a location where sufficient central office capacity and outside plant facilities are available and retain the current contract term and monthly rates, but initial nonrecurring charges will be reapplied. The termination charges outlined in this Supplement are applicable if Customer terminates this Agreement because of a move to a location where sufficient central office capacity or outside plant facilities are not available.
- 3.2.3 Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on altafiber's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- 3.2.4 Customer may add additional ports to its Ethernet service at the rates in effect at the time of such addition, provided altafiber has sufficient existing equipment capacity and outside plant facilities to support such addition. If sufficient equipment capacity or outside plant facilities are not available, Customer will be responsible for any special construction or other charges required adding such additional port(s) to its Ethernet service.
- 3.2.5 Any other regulated services not listed herein which are provided by altafiber to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. altafiber shall comply with all applicable laws, rules,



regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Ethernet service.

3.3 Provisioning.

- 3.3.1 altafiber will provide Ethernet service for one or more of the following types of LANs, as specified by Customer on the attached Services Agreement: Ethernet LANs operating at a variety of speeds. Permanent Virtual Circuits (PVC) and/or VLANs, facilities redundancy, and other "optional" features relating to Ethernet are also available to Customer at rates, terms and conditions to be agreed upon.
- 3.3.2 altafiber will provision Ethernet service in proper working order on altafiber's side of the Demarcation Point by the agreed upon installation date. Customer will provide appropriate environmental conditions for altafiber's customer premise equipment, which shall include, but not be limited to the following: 110/125 volt AC; 15 or 20 amp non switched circuit on UPS, if possible; Standard 110 3 – prong grounded outlet. Temperature between 40 and 100 degrees F. Humidity between 5% and 90% non-condensing. Security Access to this space that houses the Ethernet Service equipment must be restricted to authorized personnel only
- 3.3.3 Ethernet will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Ethernet. altafiber reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. altafiber will attempt to notify the Customer in advance according to the attached Ethernet Service Agreement.
- 3.3.4 If a major outage to altafiber's network occurs, including Ethernet, altafiber will use reasonable efforts to restore Ethernet service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.
- 3.3.5 altafiber will furnish Customer with a telephone number, which Customer will use to report any trouble with Ethernet.
- 3.3.6 Unless otherwise agreed in writing, altafiber will provide Ethernet service for data transmission only.
- 3.3.7 The electrical signals of Ethernet operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 384 Kbps, 768 Kbps, 1.544 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, IEEE Standard 802.3 or 100 Mbps and 1000 Mbps (a.k.a., GigE or 1 Gigabit), IEEE Standard 802.3u (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).
- 3.3.8 Ethernet supports the following interfaces:(i) RJ45 10 base T and 100 base T connections, for Ethernet LANs operating at a variety of speeds, and (ii) SX or LX Gigabit Interface Connectors for Ethernet LANs operating at a Native Mode of 1000 Mbps (a.k.a., GigE or 1 Gigabit).The standard equipment setting for a 1.5Mbps to 10Mbps circuit is 10Mbps full duplex setting. Circuit speed greater than 10Mbps, but, less than 100Mbps will be hard-coded 100Mbps full duplex setting. Gig-E speed is set at auto-negotiate.
- 3.3.9 An initial port is required in order to provide Ethernet to a Customer's location. Additional ports are only available to a Customer's location with at least one initial port.
- 3.3.10 Additional port discounts do not apply to different Customers at the same location.
- 3.3.11 The Customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a Customer's location, then all Ethernet service will be terminated at that location unless Customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a Customer's location.
- 3.3.12 If the Customer subsequently orders an additional port and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be coterminous with the contract period selected for the additional ports.



3.4 Construction Costs.

- 3.4.1 altafiber is offering Ethernet Services at the stated pricing subject to availability, and to the condition that altafiber's costs to deliver the Services to Customer be reasonable. If altafiber in its sole discretion determines that its construction costs to build the facilities to deliver the Services is excessive, then altafiber and Customer agree to enter good faith renegotiation of this Services Agreement as follows: (1) altafiber will within 10 business days of the last signature below return to Customer with an exact quote of the construction costs, at which time (2) altafiber and Customer will have five (5) business days to renegotiate to mutual agreement.

3.5 Repair – Response Time.

- 3.5.1 altafiber will use its best efforts to repair any inoperable Ethernet port within four (4) hours after a reactive or proactive trouble ticket is opened with altafiber that such port is inoperable. If such port remains inoperable for more than eight (8) hours after a trouble ticket has been opened, altafiber will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable. The total amount of all credits for any one (1) inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be altafiber's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.
- 3.5.2 Performance Standards of the Ethernet Network are as follows: Mean time to respond at the port level: 30 minutes and Mean time to repair at the port level: 2 hours. Response Time shall mean that altafiber is aware of the problem, and a ticket is opened either reactively or proactively and altafiber is beginning to take action to resolve the issue.

3.6 Maintenance.

- 3.6.1 When a Customer reports a trouble to altafiber and the problem is not found in the altafiber's facilities, the Customer is responsible for a payment of Maintenance of Service charge for the period of time from when the technician is dispatched to when the work is completed. The Maintenance of Service charges is as follows: (a) \$ 31.50 for the first fifteen (15) minutes or fraction thereof and (b) \$ 9.00 for each additional fifteen (15) minutes or fraction thereof.
- 3.6.2 If altafiber personnel initially fail to find trouble in altafiber facilities, but later discover that the trouble was indeed facilities related, then Maintenance of Service charges will not apply.
- 3.6.3 altafiber can continue to test/diagnose the problem on the Customer's premise at the rate of \$175.00 per hour, billable in half-hour increments, with a two-hour minimum.
- 3.6.4 altafiber can also be contracted to engineer and optimize the Customer's network by working on the Customer's premise. The rate for this enhanced service is \$250.00 per hour, billable in half-hour increments, with a two (2) hour minimum. This service would typically be independent of a troubleshooting dispatch, or in conjunction with a major problem/initiative, and would be initiated by the Customer.

3.7 Cancellation, Delay or Modification of Service Orders.

- 3.7.1 Cancellation of Service Order. If Customer cancels a Service Order before altafiber has completed installation of the Ethernet service, Customer must reimburse altafiber for its costs. If Customer cancels a Service Order after the Ethernet service has been installed, the termination liability set forth in Section 11 below will apply. All requests by Customer to cancel a pending Service Order are effective only if provided in writing.
- 3.7.2 Requests to Delay Installation. Customer may request to delay installation for up to thirty (30) days following the original Firm Order Commitment ("FOC") due date for no charge if such request is provided in writing to altafiber within two (2) business days of receiving the FOC due date. If Customer submits its request to delay installation after the two (2) business days after receipt of the FOC, then altafiber will bill \$100.00 for any request to change the FOC due date. However, if the customer requests a change of due date within five (5) business days prior to the communicated FOC due date, altafiber will charge \$300.00 for the FOC due date change.
- 3.7.3 Failure to Notify of Installation Delay. If the Customer fails to notify altafiber of an installation delay pursuant to Section 7.2 above, altafiber will bill for the Monthly Recurring Charge for such Ethernet service from the original FOC due date to the actual date of installation. Customer will be required to notify altafiber in writing to reschedule an installation date.
- 3.7.4 Modification of Service Orders. If Customer requests modifications to pending Service Orders, Customer must



reimburse altafiber for its actual costs incurred in reengineering and modifying the Ethernet service, including any third-party charges assessed against altafiber as a result of such modification.

3.8 Testing.

- 3.8.1 altafiber will notify Customer when the Ethernet service has been successfully installed, on a circuit-by-circuit basis, and is available for Customer's use ("Service Date"). Unless Customer notifies altafiber by the close of the second business day following the Service Date that the Service is not operational, the Service Term will commence on the Service Date. Customer also has thirty (30) days following the Service Date to conduct additional testing of the Ethernet services. If such testing indicates that the Ethernet service is not operating properly, and Customer notifies altafiber and reasonably identifies the problem, altafiber will work with Customer to remedy the problem. If altafiber reasonably determines that the problem is due to altafiber's Network or altafiber Equipment or third-party telecommunications facilities arranged by altafiber on altafiber's side of the demarcation point, then Customer will be credited for the MRCs associated with the Ethernet service from the Service Date through the date that the Ethernet service is made operational. If altafiber reasonably determines that the problem is not being caused by altafiber's Network, altafiber Equipment, or third-party telecommunications facilities arranged by altafiber on altafiber's side of the demarcation point, the Service Date will remain unchanged. altafiber is not responsible for testing failures resulting from problems with Customer's equipment.

3.9 Billing and Payment.

- 3.9.1 Unless Customer notifies altafiber otherwise, charges for Ethernet services will commence on the Service Date as defined in Section 8 above. The Service Date will not be delayed due to Customer's failure to be ready for delivery of the Ethernet service on the agreed upon installation date.

3.10 Title to Equipment and Facilities.

- 3.10.1 All equipment and facilities used by altafiber in providing Dedicated FUSE Internet Access service hereunder will remain the sole property of altafiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.
- 3.10.2 Upon disconnection of Ethernet service, Customer agrees to allow altafiber reasonable access to its facility in order to recover altafiber-owned, customer edge equipment within thirty (30) days of the disconnection date. In the event Customer does not allow altafiber reasonable access to its facility within thirty (30) days of the disconnection date, Customer agrees to pay an "unclaimed equipment fee" equal to the amount of altafiber's actual cost incurred for the customer edge equipment. The actual cost for the service access switch model D fee is \$1,000. The actual cost for the service access switch model T fee is \$5,000.
- 3.10.3 Customer will be asked to execute an Access Agreement and/or other formal right of entry document authorizing altafiber to enter the premises to install and maintain altafiber facilities relating to the provision of Ethernet service. At all times, including but not limited to periods before and after installation, such facilities shall be owned by, exclusively, and shall remain the property of altafiber. The Access Agreement or other right of entry document shall continue in full force and effect until superseded by a subsequent agreement or other right of entry document. Upon Customer's request, altafiber will provide an installation plan in recognition of considerations regarding aesthetics and space. Questions regarding Access Agreements or right of entry documents should be directed to accessagreement@altafiber.com.

3.11 Termination Charges.

- 3.11.1 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Ethernet prior to completion thereof, Customer will reimburse altafiber for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 3.11.2 If nonrecurring charges associated with the installation of Ethernet service are waived and the Ethernet is then terminated prior to the expiration of the Term, the Customer will become liable for payment of the waived charges.



Section 4: General Terms and Conditions

4.1 Definitions.

- 4.1.1 The following definitions shall apply to the Service Agreement and, unless otherwise provided therein, shall also apply to the Supplements, which are incorporated into and made a part of the Service Agreement. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of the Service Agreement and the Supplement(s).
- 4.1.2 Applicable Laws - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.
- 4.1.3 Information - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.
- 4.1.4 Party - means (i) altafiber parent company, its affiliates and subsidiaries (collectively "altafiber") or (ii) Customer; and "Parties" means (i) and (ii).
- 4.1.5 Proprietary Information - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

4.2 Services.

- 4.2.1 The rates, fees, and charges for a particular service to be provided by altafiber appear in the Service Agreement (Pricing and Contract Term section) above or in the applicable Supplement. Regulated services not listed in this Agreement that are provided by altafiber to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Service(s). The specific terms and conditions applicable to the particular Services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth herein. Any future Supplements entered into between the parties shall reference and be governed by and incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

4.3 Equipment Warranty, Use and Maintenance.

- 4.3.1 Except for Customer Provided Equipment for Ethernet service, altafiber will maintain, in good working order, the equipment used to provide service under the Supplement(s), during the term specified in the Service Agreement or the applicable Supplement. The Warranty Exclusions set forth herein shall apply. Customer will permit altafiber access to equipment located on Customer's premises that is used to provide service hereunder and altafiber will comply with the Customer's security and safety regulations at Customer's site. Repair parts or



replacement parts may be new, remanufactured or refurbished at the discretion of altafiber. Customer shall not modify the equipment used to provide service hereunder in any way, without the written permission of altafiber. Customer shall be responsible for paying the cost of any repairs necessitated by any such unauthorized modification(s).

4.4 Warranty Exclusions.

- 4.4.1 The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow altafiber's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-altafiber equipment; and (c) Customer's abuse, misuse or negligent acts. altafiber may perform services in such instances on a time and materials or contract basis.
- 4.4.2 altafiber will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.
- 4.4.3 Except as specified in this Agreement, altafiber, its subcontractors and suppliers make no warranties, express or implied, and specifically disclaim any warranty or merchantability of fitness for a particular purpose.

4.5 Title or Risk of Loss of Equipment.

- 4.5.1 For equipment sold to Customer and installed by altafiber, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.
- 4.5.2 For all other equipment used in the provision of services under any Supplement, title shall remain solely with altafiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. altafiber will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to altafiber for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or contractors.

4.6 Confidential Information.

- 4.6.1 During the term of this Agreement and for two years thereafter, each Party shall maintain the confidentiality of the terms and pricing contained in this Agreement and all other confidential information disclosed by the other Party. Confidential information shall remain the property of the disclosing Party and shall be labeled as either "Confidential" or "Proprietary".

4.7 Resolution of Disputes and Governing Law.

- 4.7.1 The Parties will attempt, in good faith, to promptly resolve any controversy or claim arising out of or relating to this Agreement through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing Party shall give the other Party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the Parties who have authority to settle the controversy. If the Parties fail to resolve such controversy or claim within thirty (30) days of the disputing Party's notice, either Party may seek arbitration as set forth below.
- 4.7.2 Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio without regard to choice of law provisions. The arbitration shall be conducted before a single arbitrator in accordance with the commercial rules and practices of the American Arbitration Association then in effect.
- 4.7.3 The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. The arbitrator may, as part of the arbitration award,



permit the substantially prevailing Party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration.

4.8 Terms of Payment.

- 4.8.1 Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due Date are considered past due. In addition to altafiber undertaking any of the actions set forth in this Agreement, altafiber may apply late payment fees or take any action in connection with any other right or remedy altafiber may have under this Agreement in law or in equity. Late payment fees will: (i) be assessed on any past due balance; (ii) be calculated as 2% of the past due balance if the past due balance includes regulated products or the greater of \$11.95 or 2% of the past due balance if the past due balance does not include regulated products; and (iii), will be added to the past due balance and included in future billing cycles. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any altafiber invoice, Customer shall submit to altafiber by the Invoice Due Date, full payment of the undisputed portion of any altafiber invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. altafiber and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after altafiber receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to altafiber shall be due within (10) days of resolution of the dispute.
- 4.8.2 Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on altafiber's net income.

4.9 Termination.

- 4.9.1 Notwithstanding provisions regarding the Term and Termination Charges specified in the Service Agreement or any Supplement, and in addition to the Parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:
- 4.9.2 In the event Customer provides timely notice to altafiber that it does not intend to renew an automatically renewing contract, altafiber will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.
- 4.9.3 In the event that one Party breaches any material obligation (other than payment obligations) in this Agreement the other Party shall give the breaching Party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching Party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other Party shall have the right to terminate the applicable Supplement, effective upon five (5) days prior written notice to the breaching Party ("Termination Notice"). The right of altafiber and the Customer to terminate in any such case shall be in addition to any other rights and remedies available hereunder or at law or in equity.
- 4.9.4 A Party may, at its option, terminate a Supplement immediately upon written notice on the event of an occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other Party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other Party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other Party or the filing by or against the other Party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjection of a material part of the other Party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.
- 4.9.5 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, Customer will reimburse altafiber for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation;



provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer otherwise would have been responsible.

- 4.9.6 Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to altafiber. In the event that any service under this Agreement is terminated by Customer for convenience or for reasons other than altafiber's breach of this Agreement prior to the expiration of the then- current Term, the Customer will pay a Termination Charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term. The termination charge will be considered to be liquidated damages and will be altafiber's sole remedy against Customer for early termination, except for outstanding charges. Nothing contained in this Agreement is intended to indicate that the applicable Utility Commission has approved or sanctioned any particular termination charge(s).
- 4.9.7 One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

4.10 Indemnification.

- 4.10.1 Customer shall indemnify, defend and hold harmless altafiber and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of claims for damage to property and/or personal injuries (including death) arising directly out of the Customer's performance of obligations under this Agreement. A Party shall notify the other Party and describe the claim or action within fourteen (14) days of becoming aware of the claim or action itself. Customer may undertake the defense of any such claim or action and permit altafiber to participate therein. The settlement of any such claim or action by Customer without altafiber's prior written consent, shall release altafiber from any and all obligations hereunder with respect to such claim or action so settled.

4.11 Responsibilities of Each Party.

- 4.11.1 Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of such Party's obligations hereunder.

4.12 Limitations of Liability.

- 4.12.1 altafiber's liability arising out the provision of: (i) Services; (ii) delays in the restoration of Services; or (iii) mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In no event shall altafiber be liable to customer, customer's own customers, or any other third party with respect to the subject matter of this agreement under any contract, warranty, negligence, strict liability, or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind, arising out of or relating to this agreement whether or not altafiber or Customer was advised of the possibility of such damages and whether or not such damages were foreseeable. For purposes of this section, "altafiber" is deemed to include altafiber, its parent company, and their respective affiliates, subsidiaries, directors, officers, employees, agents, representatives, subcontractors and suppliers.
- 4.12.2 The Parties hereto agree that the Termination Charges and the limitations on liability contained herein are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of their inherent business risks.

4.13 Security and Access.

- 4.13.1 Employees and agents of altafiber and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

4.14 Work on Customer's Premises.



- 4.14.1 In performance of its obligations hereunder, altafiber shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of altafiber's noncompliance with any such laws. If altafiber's work related to this Agreement involves operations by altafiber on the premises of Customer, altafiber shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the performance of such work. Except to the extent an injury to person or property is the result of Customer's negligence or willful misconduct, altafiber shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are directly and proximately caused by negligent or willful conduct of altafiber's employees, agents or subcontractors.

4.15 Customer Obligations.

- 4.15.1 Prior to requesting repair service from altafiber, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by altafiber.

4.16 System Maintenance.

- 4.16.1 In the event altafiber determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, altafiber will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by altafiber.

4.17 Subcontracting.

- 4.17.1 altafiber may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

4.18 Changes in Laws.

- 4.18.1 This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request, upon thirty (30) days' written notice, that one or more provisions be renegotiated consistent with the change in circumstances.

4.19 Force Majeure.

- 4.19.1 No Party shall be held liable for any delay or failure in performance of any part of this Agreement including any Supplement, caused by a force majeure condition. A Force Majeure condition shall include fires, pandemics, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

4.20 Good Faith Performance.

- 4.20.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

4.21 No License.



- 4.21.1 Except as expressly provided in this Agreement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

4.22 Amendments; Waivers.

- 4.22.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

4.23 Notices.

- 4.23.1 All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement (including but not limited to any notice relating to an alleged breach or termination), such notice shall be made in writing, unless specifically provided otherwise herein., Unless otherwise specifically required by this Agreement any such notice is to be delivered to the other party's designated Point of Contact or if no such designation, to the other party's signatory to this Agreement. Such notice shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Such notice shall be addressed to the other party at the address set forth in the Service Agreement. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.
- 4.23.2 Changes in notice designation shall be made in writing and shall be deemed effective upon receipt.

4.24 No Rights to Third Parties.

- 4.24.1 This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

4.25 Severability.

- 4.25.1 If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

4.26 Assignment.

- 4.26.1 Customer will not resell or permit any third party to use any of the services provided by altafiber hereunder. Neither Customer nor altafiber may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. altafiber shall not be required to obtain consent in the case of a sale of all or substantially all the assets of altafiber or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning Party. Notwithstanding the foregoing, altafiber shall retain the right to terminate this Agreement without further obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of altafiber.

4.27 Entire Agreement; Continuing Obligations.

- 4.27.1 The Service Agreement, along with which applicable Supplement(s) and Terms & Conditions, constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior agreements,



representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter hereof are superseded and replaced by the provisions of this Agreement.

- 4.27.2 Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions regarding Confidential Information, resolution of disputes, indemnification, limitations of liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.
- 4.27.3 The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.
- 4.27.4 Under federal law, Customer has a right, and altafiber has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from altafiber, including the amount, type, and destination of Customer's service usage; the way altafiber provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information ("CPNI"). Customer hereby consents to altafiber sharing its CPNI with altafiber affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the altafiber parent company as well as altafiber agents and authorized sales representatives, to develop or bring new products or services to Customer's attention.

4.28 Regulatory Approval; Tariffs.

- 4.28.1 This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements shall control. The obligations of altafiber and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in altafiber's tariffs on file with regulatory agencies.

4.29 Executed in Counterparts.

- 4.29.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

4.30 Headings.

- 4.30.1 The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

Certificate Of Completion

Envelope Id: C36EAB22B5944D1B2AA6DEE2C67ADF8

Status: Sent

Subject: Newport Independent Schools - Documents for Your Docusign Signature

Source Envelope:

Document Pages: 16

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

James Campbell

AutoNav: Enabled

james.campbell@altafiber.com

EnvelopeId Stamping: Enabled

IP Address: 52.43.157.174

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: James Campbell

Location: DocuSign

3/11/2024 4:04:18 PM

james.campbell@altafiber.com

Signer Events**Signature****Timestamp**

Rusty Adams

Sent: 3/11/2024 4:05:11 PM

Resent: 3/18/2024 9:13:30 AM

Viewed: 3/20/2024 9:12:49 AM

rusty.adams@newport.kyschools.us

Director of Instructional Tech

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/12/2024 9:05:24 AM

ID: fe34cf2d-589d-405a-b904-deb89ca8f8ec

MICHAEL GROGAN

mike.grogan@altafiber.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 1/25/2024 8:12:32 AM

ID: d1e18da0-b0cb-4d92-8c37-a5bde1cc8f66

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/11/2024 4:05:11 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, altafiber (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact altafiber:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@altafiber.com

To advise altafiber of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ted.hobbs@altafiber.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from altafiber

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@altafiber.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with altafiber

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@altafiber.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify altafiber as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by altafiber during the course of your relationship with altafiber.