

Mountain Rural Telephone Cooperative Corporation, Inc.

Dark Fiber Service Agreement

This Agreement is made this _____ day of _____, 2025 by and between Powell County School District, herein referred to as Customer, and Mountain Rural Telephone Cooperative Cooperation, Inc., with offices located at 425 Main Street Suite A, West Liberty, Kentucky 41472, herein referred to as Cooperative (collectively, “Parties,” or individually, “Party”).

WHEREAS, Cooperative provides Dark Fiber between Connecting Points identified in Attachment A (“Service”);

WHEREAS, Customer requires Service; and

WHEREAS, this Agreement establishes certain conditions under which Customer commits to pay pricing for Services as defined in Attachment A as defined herein, during the Term of this Agreement and receive additional benefits as specified herein.

NOW, THEREFORE, Cooperative and Customer agree as follows:

1. TERM AND TERMINATION OF AGREEMENT

- a. The term of this Agreement shall commence on July 1, 2025 (“Effective Date”), and shall, except as otherwise provided herein, continue in effect through June 30, 2030 (“Initial Term”).
- b. Following the completion of the Initial Term, this Agreement will continue on a month to month basis until such time as either Party provides 30 days’ notice of its intent to either terminate or request renegotiation of this Agreement (“Renewal Term”).
- c. As used in this Agreement, “Term” refers to either the Initial Term or Renewal Term, as may be in effect at that time.
- d. In the event that the Service is terminated by Customer prior to completion of Initial Term, a termination charge will apply. Cooperative’s termination charge will equal an amount representing the present value of the remaining Agreement balance. The amount is calculated by applying a discount rate (that equals the average interest rate for Treasury Bills for the three quarters preceding the termination date) to the remaining contract balance, plus the cost of removal. The termination charge is payable in its entirety immediately upon termination of an Agreement.
- e. Customer may, at any time during the Agreement period, re-subscribe to a fixed Term of different length. No credit will be given by Cooperative toward the new Agreement Term for payments made during the formerly selected Term. No termination charge will be applied if a new Term is implemented.

2. DEFINITIONS

As used in this Agreement, the capitalized terms and derivatives thereof shall have the meanings respectively ascribed to them in the Section.

- a. Connected Points refers to the two ending locations between each unlit fiber optical strand pair as defined in Attachment A.
- b. Dark Fiber or Fiber Facilities shall refer to two (2) single mode unlit fiber optical strands that provide fiber optic continuity between the Connected Points and to which the Customer is granted use of by the Cooperative to provide Service pursuant to this Agreement.
- c. Engineering shall mean Cooperative's engineering services which include, but are not limited to, the planning, application, configuration, and technical advice which may be associated with Service ordered by Customer.
- d. Fiber Termination Panel shall refer to the equipment used to provide an interface and demarcation between Fiber Facilities and other equipment used to provide Service.
- e. Initial System shall mean any Service system that Cooperative initially engineers and installs pursuant to this Agreement and as described in Attachment A.
- f. Installation shall mean the installation of the Service and / or Fiber Termination Panel. Unless otherwise identified in Attachment A, the Installation associated with the Service shall be provided by Cooperative.
- g. Optional Feature(s) shall mean any optional Software feature(s) offered by Cooperative during the Term that shall enhance Service, which are offered separately from the Agreement by payment of feature-by-feature fees.
- h. Route Miles shall mean the total number of miles, rounded up to the nearest whole mile, of the facilities deployed by Cooperative for the provision of Service as further defined in Attachment A.
- i. Service shall have the meaning defined in this Agreement.
- j. Term is as defined in this Agreement.
- k. Termination shall mean disconnection of services provided by Cooperative as further defined in Attachment A and in Section 1.

3. MRTC DARK FIBER SERVICE

- a. Cooperative will provide Service via existing Dark Fiber single Mode fiber, two fiber solution capable of supporting up to 100G transport optics between Connecting Points as defined in Attachment A.
- b. Upon notification from Customer, Cooperative will establish Dark Fiber into the current Stanton Elementary School MDF, moving away from the Board Office where Dark Fiber is located at the time of execution of this Agreement, as described in Attachment A.
- c. Service shall be provided to avoid any third-party pathways.

- d. Service does not include any on-site electronics. All such electronics are solely the responsibility of Customer. Failure or degradation of Customer-provided electronics is exclusively the responsibility of Customer and will not be treated as Repair or Maintenance pursuant to Section 7.

4. INSTALLATION AND ACCEPTANCE

When Installation is being provided by Cooperative pursuant to this Agreement, Customer shall be responsible for having the Installation site ready on time and shall reimburse Cooperative for any additional expense incurred by Cooperative as a result of Customer's failure in this respect. Any Installation provided pursuant to this Agreement shall be performed in accordance with Cooperative's standard installation procedures. Upon completion of Installation, Cooperative shall perform its standard test procedures and shall certify to Customer that Service is ready to be placed into service, failure of Customer to notify Cooperative of any deficiencies within five (5) days of receipt of such certification by Customer shall be deemed to be final acceptance by Customer. If notified by Customer, Cooperative shall correct any performance deficiencies found in the Dark Fiber.

5. PRICING

- a. The prices, listed in Attachment A, of Service are fixed during the Term unless otherwise modified pursuant to the terms of this Agreement.
- b. Charges and Fees related to "Changes," "Additions," and "Deletions" shall apply at Cooperative's tariffed hourly rate.
- c. If applicable, additional charges such as toll charges, special access, etc., shall apply as defined in Cooperative's applicable interstate or intrastate access Tariff.
- d. Requests for additional services not provided for in this Section will be provided on an individually priced arrangement at Customer's request.
- e. Customer will be responsible for all applicable taxes or that arise in any jurisdiction, including, without limitation, consumption, sales, use, gross receipts (except those in lieu of income taxes), excise or other taxes, fees, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Dark Fibers (collectively "Applicable Taxes"). Customer shall pay and be solely responsible for any state or local transfer taxes and sales taxes arising from the transactions contemplated by this Agreement, and shall indemnify Provider for all such taxes assessed against or paid by Provider.
- f. Pursuant to current regulations, Parties believe that Dark Fiber is exempt from universal service support. In the event Cooperative is notified that such exemption(s) no longer apply, such fees shall be imposed on Dark Fiber Service purchased by Customer at or below the statutory rate in effect.

6. PAYMENT TERMS

Customer shall make monthly payments to Cooperative on or before the tenth (10th) of each month during the Term.

7. REPAIR AND MAINTENANCE

- a. During the Term, Cooperative shall provide Technical Assistance and Maintenance / Repair of Services provided under this Agreement in accordance with Cooperative's standard procedures at no additional charge. Customer may call the following number for repair service: 606-743-4040.
- b. Maintenance and repair of Customer equipment is the responsibility of the Customer and may be provided by the Cooperative on a time and materials billable basis upon request.

8. LIABILITY OF COOPERATIVE

Cooperative makes no guarantee and assumes no liability for claims or suits resulting from the nonperformance of the Service except as can be demonstrated to be gross negligence or willful misconduct by Cooperative.

9. REMEDIES

In the event of any breach of this Agreement by either party which continues for thirty (30) or more days after detailed written notice of such breach has been given to the breaching party, the aggrieved party shall be entitled to pursue any remedies available at law or equity; except that COOPERATIVE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF THIS AGREEMENT AND COOPERATIVE'S LIABILITY UNDER SECTION 8 SHALL NOT BE GREATER THAN THAT DESCRIBED THEREIN.

10. WARRANTIES

Cooperative warrants that the Software, Installation and equipment provided under this Agreement will, under normal use and service, be free from defective equipment and faulty workmanship for the Term if this Agreement. Cooperative's sole obligation and Customer's sole remedy under the warranty are the replacement or repair, at Cooperative's option, of the defective component, or redoing the faulty Installation. Such obligation and remedy are conditioned upon (a) the Telephone Sets and/or wiring not having been altered, mishandled, misused (including use in quality or performance), improperly stored, operated or repaired, damaged by fire, explosion, power failure or any act of nature or the Installation redone by any party other than Cooperative, and (b) notice of the effect having been received by Cooperative during the Agreement Term. Cooperative warrants that, provided the equipment supplied under this Agreement are not altered by Customer, the equipment shall perform during the Agreement Term substantially in accordance with the applicable

specifications. In the event that any component fails to so perform, Customer's sole remedy shall be to have Cooperative correct such failure.

11. EXCLUSION OF WARRANTIES AND LIMITATION OF REMEDIES AND LIABILITY

THE WARRANTY AND REMEDY SET FORTH ABOVE CONSTITUTE THE ONLY WARRANTY OF COOPERATIVE AND CUSTOMER'S ONLY REMEDY IN THE EVENT SUCH WARRANTY IS BREACHED. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO SAID EQUIPMENT AND/OR INSTALLATION, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. COOPERATIVE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

12. FORCE MAJEURE

Cooperative shall not be liable for any loss or damage resulting from any cause beyond its reasonable control, such as, but not limited to, compliance with any law, order, regulation, requirement or any governmental authority, fire, explosion, epidemic, act or nature, unavailability of supplies or energy, power failure, breakdown of machinery, acts of third parties, acts of civil or military authority, war, revolution, civil disturbance or labor disputes such as strikes, slowdowns, picketing or boycotts. Upon the occurrence of any such event and to the extent such occurrence interferes with Cooperative's performance of this Agreement, Cooperative shall be excused from performance during the period of such interference, but no such delay shall be grounds for termination by Customer of this Agreement or shall be the imposition of any increased obligation on the part of Cooperative.

13. HAZARDOUS MATERIALS AND SUBSTANCES

Customer shall identify and notify Cooperative in writing of the existence of any Hazardous Materials which Cooperative may encounter during the performance of services hereunder by Cooperative consisting of removal of any existing equipment and/or during the Installation of any new equipment provided pursuant to this Agreement. Customer shall also identify and inform Cooperative in writing of the existence of any Hazardous Materials containing within any Customer buildings in which Cooperative will be performing work pursuant to this Agreement. For purposes of this Section, "Hazardous Materials" shall mean any pollutants, dangerous substances, toxic substances and/or hazardous substances (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communications Standard (20 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.) the Comprehensive Environmental Responses Compensation and Liability Act (42 U.S.C. Section 9601, et. seq.) or any other

federal, state, or local environmental law, ordinance, rule or regulation. If Customer or Cooperative, during the performance of services hereunder, discovers that Hazardous Materials are present, Cooperative may, at Cooperative's election, and without penalty, discontinue the performance of such services until the Hazardous Materials have been removed or abated by Customer, at Customer's sole expense. Customer shall defend, indemnify and hold harmless Cooperative for any loss or damages resulting from a breach of this Section 13.

14. ASSIGNMENT

Cooperative shall not assign this Agreement or any rights hereunder. This Agreement constitutes the final, complete and exclusive Agreement between the parties hereto and may be modified only in a writing signed by an authorized representative of each party. Unless an affirmation, representation, or warranty concerning the Services made by an agent, employee, or representative of Cooperative is specifically included within this Agreement, it shall not be enforceable by Customer. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of Kentucky, except for its rules with respect to the conflict of laws. Cooperative reserves the right to subcontract any portion of its obligations under this Agreement.

15. CUSTOMER PROVIDED EQUIPMENT AND WIRING

Cooperative shall not install, maintain nor service any Customer-provided station equipment or Customer-provided wiring. Customer shall identify and shall notify Cooperative in writing of the existence of any Customer-provided station equipment or Customer provided-wiring. Customer shall provide written assurances to Cooperative that all Customer-provided station equipment meets the requirements as set forth in Part 68 of the FCC Rules. Cooperative reserves the right to suspend service to any Station using Customer provided station equipment or Customer provided wiring that it believes to be interfering with Cooperative's provision of services. Within 10 working days of written notification to Customer that said equipment or wiring is adversely affecting Cooperative's switching equipment, service will be suspended providing the cause has not been corrected. Cooperative reserves the right to immediately suspend service to any Station that severely affect Cooperative's switching equipment without any prior notification, but must report such suspensions to Customer within 24 hours.

16. COMPLIANCE WITH LAWS AND LIMITATION ON USE OF SERVICE

- a. Customer agrees to apply with all applicable laws regarding the use of services provided for under this Agreement. Cooperative reserves the right, but not the obligation, to suspend services without notice if it reasonably suspects that the use of services may be in violation of the law.

- b. Services provided herein are for normal use associated with academic institutions for its own use in serving its end users. Cooperative reserves the right to immediately terminate service if Customer is found to be reselling, subleasing or otherwise providing services to any third party.
- c. Cooperative reserves the right to inspect the Termination panels without any notification to Customer, provided that the request for inspection is performed during a reasonable time of day, during Customers normal hours of operation. Customer shall make available its technology coordinator to answer any questions concerning misuse of the Fiber Facilities. Cooperative reserves the right to terminate service if it is denied access pursuant to this paragraph or if it identifies misuse following such inspection.

This Agreement, including Attachment A, shall constitute the entire agreement between the parties with respect to the subject matter contained herein, supersede all previous agreements retaining to the subject matter contained herein, and may be modified only by an amendment executed in writing by both parties. All prior agreements, representation, statements, negotiations, understandings, and undertakings are superseded hereby.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this signed by their duly authorized representatives.

**Mountain Rural Telephone Cooperative
Corporation, Inc.**

By: _____

Name: _____

Title: _____

Date: _____

Powell County School District

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

DARK FIBER

PRICE AND NETWORK DESCRIPTION

Connected Points:

1. Powell County High School to Clay City Elementary School
2. Powell County High School to Bowen Elementary School
3. Powell County High School to Powell County Board of Education
4. Powell County High School to Powell County Board of Education Annex

Quote for Services	Unit Price	Fiber Miles	Total Cost	Total Cost
Dark Fiber - Fiber Facilities and Termination Panels				After Relocation
Head End: Powell Co. High School 700 W College Ave., Stanton				
Bowen Elementary School 5099 Campton Rd., Stanton	\$ 588.24	9	\$5,294.16	\$5,294.16
Clay City Elementary School 4901 Main St., Clay City	\$ 588.24	5	\$2,941.20	\$2,941.20
Powell Co. Central Office 691 Breckinridge St., Stanton*	\$ 588.24	1	\$588.24	\$588.24
Powell Co. Board Annex 40 Bruen St., Stanton*	\$ 588.24	2	\$1,176.48	
Total Monthly Recurring Charges			\$10,000.08	\$8,823.60
*Addresses will be moving to 651 Breckinridge St., Stanton, in early 2026.				
Upon relocation, the charge for Powell Co. Board Annex will cease.				