



PenTeleData Services – General Agreement Cover Sheet

Customer Name: Wellsboro School District		PenTeleData Limited Partnership I
Billing Address: 227 Nichols St, Wellsboro, PA 16901-1485		540 Delaware Ave., PO Box 197, Palmerton, PA 18071
Contract #: 1570973	Account #: 42614	Rep: Alan Quimby Phone: 570-460-3798
Non Recurring Fees: \$0.00	Monthly Recurring Fees: \$2,192.80	Annual Recurring Fees: \$0.00

This Agreement contains this General Agreement Cover Sheet, the General Terms and Conditions and all Service Exhibit sheets (Exhibits) indicated below: (collectively, Agreement). The Exhibits supersede the General Terms and Conditions in the event of inconsistencies. PenTeleData General Terms and Conditions of service are posted online at www.penteledata.net/generalterms (SA-GTC-NE)

NOTE – All Services must be accompanied by a Service Exhibit Sheet

Service Type:

Dedicated Internet Access | Point to Point Transport

Customer's signature indicates that Customer has read, understands and agrees with each of the Terms and Conditions of this Agreement including the Exhibits, which are incorporated herein. This Agreement shall become effective when signed by both parties.

Company Name: Wellsboro School District
 Signature: *Brenda Freeman*
F1DDC6A86D69476...
 Printed Name: **Brenda Freeman**
 Title: _____
 Date: **March 18, 2019 | 3:35 PM EDT**
 Telephone: _____
 CCS-NE-051217

PenTeleData Limited Partnership I
 Signature: _____
 Printed Name: **Jaime Mendes**
 Title: **Vice President of Operations**
 Date: _____
 Telephone: **855-223-4237**

Attachment X-1B



Dedicated Internet Access Exhibit

Customer Name: Wellsboro School District

Date: 3/18/2019

Service Location: 227 Nichols Street, Wellsboro, PA 16901	
Service Location ID: SL06439	
Dedicated Internet Access:	Base Internet Access Rate: 2000Mbps
Term:	7/1/2019 - 6/30/2024
	Non Recurring Charge: \$0.00 Monthly Recurring Charge: \$892.80
Special Notes:	Contract renewal / upgrade from 1Gbps Internet Bandwidth over 1Gbps EtherPoint Transport. Customer may upgrade services during the term of this contract. ERATE 19-20: 470 Application #190024482

This Exhibit consists of the following Terms and Conditions, any Sales Quotes, the Sales Disclaimer. This Exhibit together with the General Agreement Cover Sheet and PenTeleData Service Agreement set forth the terms and conditions under which PenTeleData will provide Dedicated Internet Access Services to Customer.

1. **Service:** A. **Dedicated Internet Access:** PenTeleData will provide Customer with a Dedicated Internet Access at the base rate indicated. B. **Burstable Internet Access:** Customer will be permitted to burst to the max burst rate stated. Customer will be billed for usage over the base rate at the monthly bandwidth burst fee for each Mbps utilized. The usage calculation method is the 95th percentile calculation where PenTeleData will sample the upstream and downstream utilization in five-minute intervals for the billing cycle, will order the upstream and downstream group's individually, will drop the top 5% of the samples from each group, and will bill the highest of the next upstream or downstream sample rounded up in 1/10th Mbps increments. C. **Business Plus Dedicated Internet Access:** Customer will be permitted to burst to the max burst rate stated between the hours of 1AM and 5PM Eastern only. There will be no additional charge for using bandwidth above the base rate but below the max burst rate during this window. Using bandwidth in excess of the burst rate will not be possible. During the hours of 5PM to 1AM Eastern, Customer's available bandwidth will be limited to their base rate and bursting above that rate will not be possible. The max burst rate cannot exceed the rate of the underlying transport.
2. **Term:** A. This Exhibit is effective upon signature by Customer and accepted in writing by PenTeleData as indicated by signature on the General Agreement Cover Sheet and initialed on this Exhibit. (Effective Date) B. The Term of this Agreement begins on the Commencement Date and expires as provided for herein. (Term) The Commencement Date shall be the first day that service is operational as indicated by a notice from PenTeleData to Customer, which shall be incorporated herein by reference. C. This Exhibit shall automatically renew for an additional one year term, after completion of which the agreement will continue on a month to month basis, unless terminated pursuant to the termination procedure in the General Terms and Conditions. D. Recurring Billing shall begin on the Commencement Date. E. Deposits and Installation fees shall be billed within 30 days of the Effective Date of this Agreement.
3. **Early Termination Fees:** The termination fee is 100% of all remaining charges until the end of the initial term. Upon automatic renewal, Early Termination Fees apply to cancellations made prior to the end of the Renewal Term.
4. **Conditions of Use:** A. The Dedicated Internet Access Service provided by PenTeleData may be used by the directors, officers, and employees of Customer, and its agents and consultants while performing services for Customer for commercial, research and/or educational purposes. Customer may not provide Internet connectivity to any third parties other than the above mentioned entities. B. The Internet Service or connectivity may not be sold to other persons or Organizations. C. Users shall use reasonable efforts to promote efficient use of the networks to minimize, and avoid if possible, unnecessary network traffic and interference with the work of other users of the interconnected network. D. Users shall not disrupt any of the PenTeleData or other associated networks as a whole or any equipment or system forming part of their systems, or any services provided over, or in connection with, any of the PenTeleData or other associated networks. Disruptions include but are not limited to: distribution or propagation of computer worms and viruses, and using the network to make unauthorized entry to any other machines accessible via the network. PenTeleData networks shall not be used to transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be highly offensive to the recipient or recipients thereof. Mass distribution of any message, including advertising, may not be "broadcast" or otherwise sent on an intrusive basis to any user of the PenTeleData network or any directly or indirectly attached network. E. Users shall not use the PenTeleData Network for any purpose that violates state, local or federal laws or regulations or any policies posted at <http://www.penteledata.net/aup>. F. Customer shall indemnify and hold PenTeleData harmless for (including attorney's fees), any and all claims, damages and injuries that arise out of or are connected to User's violation of this Section.
5. **Reasonable Steps to Assure Compliance:** Customer shall be responsible for taking reasonable steps to secure compliance by all persons using the Service at, by, or through, the Customer consistent with the Conditions of Use, above. If a probable violation of the Conditions of Use section, is detected, Customer is requested to report the probable violation in as much detail as is practical to assist PenTeleData and other allied organizations in preventing or deterring similar violations.
6. **Dedicated Internet Access Rating:** Unless specifically stated to the contrary, the quoted Dedicated Internet Access rating is a maximum and not a constant amount. Due to the demands of the Internet, the maximum Internet Access may be available but on a burst basis only. Customer use which overloads the PenTeleData system or exceeds usual and customary Internet Access demands, as shall be determined by PenTeleData, shall subject this Agreement to renegotiation or termination without liability.
7. **Availability Service Level**
 - 7.1. **Service Availability for Dedicated Internet Access and last mile circuits only used to deliver Dedicated Internet Access** are covered by the following 7.1 terms. For last mile circuits connected to PenTeleData Multiplex ports, this exhibit only covers the Dedicated Internet Access Service Availability; service availability for last mile circuits connected to Multiplex ports is defined by the PenTeleData Transport and Port Exhibits.
 - 7.1.1. **Definition of unavailable;** Dedicated Internet Access is considered unavailable when at least one of the following criteria are met
 - 7.1.1.1. Packet loss between Customer edge router and the PTD Chicago, Ashburn, or New York City backbone nodes exceeds 0.1%.
 - 7.1.1.2. Latency (round-trip) between Customer edge router and a PTD Chicago, Ashburn, or New York City backbone nodes exceeds 45ms.



- 7.1.1.3. Jitter (variation in latency) between Customer edge router and a PTD Chicago, Ashburn, or New York City backbone nodes exceeds 10ms.
- 7.1.1.4. All of these cases exclude instances where these backbone nodes are 100% unavailable. In such a case traffic between Customer edge router and locations outside of PTD's network will be automatically rerouted through the remaining backbone nodes.
- 7.1.2. The following causes shall not be considered in calculating unavailability credits or chronic outage remedies: Unavailability as a result of Force Majeure (as defined in the General Terms and Conditions), unavailability as a result of scheduled maintenance windows for on-net circuits, unavailability as a result of off-net and unprotected circuit maintenance which may occur at any time without notice, unavailability as a result of Customer circuit overutilization, unavailability as a result of Customer network/equipment failure, and unavailability as a result of Customer refusing to let authorized repair personnel onsite access as necessary are not applicable. On-Net circuit maintenance windows are Tuesday and Thursday 12AM ET – 6AM ET with notification of planned outages for on-net circuits 10 business days prior to maintenance window.
- 7.1.3. Unavailable service credits: Unavailable time is accumulated over a calendar month. Credits maybe issued as noted below based on the accumulation of unavailable time, are a % of the monthly recurring charge, and are applicable for Dedicated Internet Access contracted from this exhibit and the PenTeleData last mile circuit used only to deliver this Dedicated Internet Access. Unavailable time is accumulated starting when the PTD network monitoring system detects that one or more of the above criteria have been met over a period of time or when the Customer notifies the PTD Network Control Center that the Customer believes one or more of the above criteria have been met, whichever comes first. Customers must request credits or contract terminations within 14 days after the end of a calendar month for unavailability occurring during that month.

No PTD circuit, or on-net circuits (as stated on Transport Exhibit)	
Cumulative Unavailability (hrs:mins:secs)	Credit, % of MRC
00:00:00 – 00:15:00	No Credit
00:15:01 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

Off-net circuits (as stated on Transport Exhibit)		
Cumulative Unavailability (hrs:mins:secs)	Credit, % of IP MRC	Credit, % of transport MRC
00:00:00 – 00:45:00	No Credit	No Credit
00:45:01 – 08:00:00	10%	10%
08:00:01 – 16:00:00	15%	15%
16:00:01 – 24:00:00	25%	25%
24:00:01 or greater	50%	50%

- 7.1.4. Chronic Unavailability for Dedicated Internet Access with no circuit or with PenTeleData on-net circuits: Customers may terminate Dedicated Internet Access Service and associated Transport Circuit without termination liability if this Dedicated Internet Access Service experiences 4 or more instances where service was unavailable for greater than 2 hours each over a calendar month or more than 30 hours of total unavailability over a calendar month.
- 8. Internet Protocol Version 4 Addressing (IPv4): Internet Protocol Addressing (IP addressing): A. PenTeleData will provide each Dedicated Internet Access Connection with one (1) static IPv4 address in a /30 netblock for the directly connected Customer equipment/router and globally-routable IPv4 netblocks on an as-needed basis provided that the Customer's networking needs cannot be satisfied using Network Address Translation (NAT). B. PenTeleData will provide only enough globally-routable IP addresses as the Customer has actual need for at the time of the request; requests for IP address blocks larger than a /27, 32 IP addresses, require a network map and detailed network information for justification. C. The directly connected static IP address may change with 14 calendar days notice and globally-routable netblocks may change with 120 calendar days notice.
- 9. Internet Protocol Version 6 Addressing (IPv6): A. PenTeleData will provide each Dedicated Internet Access Customer with one (1) directly connected static IPv6 address in a /127 network for the directly connected Customer equipment/router. B. The directly connected static IP address may change with 14 calendar days notice.

Customer Initials: DS
BF

PenTeleData Initials:

Date: March 18, 2019 | 3:35 PM EDT

Date:

DIAEX-NE-071217



Point to Point Transport Exhibit Sheet

Customer Name: Wellsboro School District

Date: 3/18/2019

A End PTD Node: WEL	
Z End Service Location: 227 Nichols Street, Wellsboro, PA 16901	
Z End Service Location ID: SL06439	
Speed: 2000Mbps	
Transport Type: On Net	Protection: Standard
Term: 7/1/2019 - 6/30/2024	
Non Recurring Charge: \$0.00	Monthly Recurring Charge: \$1,300.00
Special Notes:	

This Exhibit consists of the following Terms and Conditions, any Sales Quotes, the Sales Disclaimer. This Exhibit together with the General Agreement Cover Sheet and PenTeleData Service Agreement set forth the terms and conditions under which PenTeleData will provide Point-to-Point Transport Service to Customer.

1. **Service:** A. PenTeleData will provide the above-mentioned connection from each Customer Service Location, either through Telco or cable facilities, at PenTeleData's option, to the nearest PenTeleData Point of Presence. B. **Transport:** PenTeleData will provide Customer with Point-to-Point Transport at the base rate indicated.
2. **Ethernet:** A. The Ethernet circuit will be terminated as a full-duplex connection at the port speed marked above. It is Customer's responsibility to ensure that their equipment can handle this connection. B. It is highly recommended that the Customer's equipment supports shaping on the egress, and that this capability is activated and set to the purchased transport speed. C. The Customer is responsible for avoiding bridging loops between Ethernet connected networks. D. All Ethernet transport will have a Maximum Transmission Unit (MTU) size of 2000 bytes.
3. **DS1:** A. All DS1 connections use B8ZS line encoding and ESF framing unless otherwise specified on this exhibit. B. **Fractional DS1:** Customer CSU/DSU must be capable of activating specified individual channels.
4. **Wireless:** A. The wireless circuit will be terminated as a full-duplex connection at the port speed marked above. It is Customer's responsibility to ensure that their equipment can handle this connection. B. It is highly recommended that the Customer's equipment supports shaping on the egress, and that this capability is activated and set to the purchased transport speed. C. The Customer is responsible for avoiding bridging loops between Ethernet connected networks. D. All wireless transport will have a Maximum Transmission Unit (MTU) size of 1540 bytes. E. The wireless link will use FCC licensed spectrum which will be obtained and managed by PenTeleData. F. No encryption will be performed on the wireless link. If Customer feels that encryption is necessary it is recommended that Customer perform encryption end to end between security gateways.
5. **Wavelength:** The connection encoding will be LAN PHY at the speed, layer 2 protocol, and fiber type listed above
6. **Demarcation:** By default, all lines are terminated at the Provider's Demarcation point. Circuit extensions can be performed at PTD's standard time and materials rate. In addition, Customer will provide the necessary cables to connect to PTD equipment at all locations. PTD responsibility ends at PTD DEMARC unless otherwise specified. PenTeleData may require a 2' x 2' plywood backboard to be mounted at the DEMARC for the mounting of equipment to enable the Service.
7. PTD will not be responsible for any damage due to Customer neglect, including but not limited to, electrical power considerations. Customer is responsible for providing a clean, uninterrupted power supply (UPS) or PTD can supply a UPS at an additional cost if required. Any incompatibility with Customer's existing equipment that requires additional technician time will be billed at the current labor rate.
8. **Term:** A. This Exhibit is effective upon signature by Customer and accepted in writing by PenTeleData as indicated by signature on the General Agreement Cover Sheet and initialed on this Exhibit. (Effective Date) B. The Term of this Agreement begins on the Commencement Date and expires as provided for herein. (Term) The Commencement Date shall be the first day that service is operational as indicated by a notice from PenTeleData to Customer, which shall be incorporated herein by reference. C. This Exhibit shall automatically renew for an additional one year term, after completion of which the agreement will continue on a month to month basis, unless terminated pursuant to the termination procedure in the General Terms and Conditions. D. Recurring Billing shall begin on the Commencement Date. E. Deposits and Installation fees shall be billed within 30 days of the Effective Date of this Agreement.
9. **Early Termination Fees:** The termination fee is 100% of all remaining charges until the end of the initial term. Upon automatic renewal, Early Termination Fees apply to cancellations made prior to the end of the Renewal Term.
10. **Conditions of Use:** A. Users shall not use the PenTeleData Network for any purpose that violates state, local or federal laws or regulations. B. Customer shall indemnify and hold PenTeleData harmless for (including attorney's fees), any and all claims, damages and injuries that arise out of or are connected to User's violation of this Section.
11. **Reasonable Steps to Assure Compliance:** Customer shall be responsible for taking reasonable steps to secure compliance by all persons using the Service at, by, or through, the Customer consistent with the Conditions of Use, above. If a probable violation of the Conditions of Use section is



detected, Customer is requested to report the probable violation in as much detail as is practical to assist PenTeleData and other allied organizations in preventing or deterring similar violations.

12. **Off-Net circuit charges:** Off-Net circuits are circuits which are not 100% provided by a PenTeleData LP1 Partner and denoted as Off-Net in this exhibit's form field "Transport Type". Off-Net circuits are contracted through a transport provider. If the Transport Provider increases the rate during the term, the increase will be passed through to the Customer. Off-Net circuit fees contained within this quotation are estimates, and may not fully include all taxes, cross connects and facility entrance fees, which will be invoiced to the Customer at the time of billing.
13. **All transport services ordered from PenTeleData will be treated as interstate for regulatory purposes.** Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by PenTeleData, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a PenTeleData provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to PenTeleData that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.
14. **Charges for certain Services are subject to additional taxes and fees including, but not limited to, Sales Tax, PA GRT and USF Recovery fees.**
15. **Equipment Location:** PenTeleData will install its equipment necessary to provide the Service at the PenTeleData specified demarcation location. This equipment is the property of PenTeleData and may not be altered, moved or removed except by authorized PenTeleData personnel. Altering, moving or removing the equipment voids any warranty and all PenTeleData Availability Service Level obligations described below. Additionally, Customer will be charged and agrees to pay PenTeleData's normal time and material rates to restore the Equipment to its installation location.
16. **Availability Service Level**
 - 16.1. **Service Availability for Internet Circuits:** Service availability for on-net last mile circuits that only deliver PenTeleData Internet Service and are directly associated with a PenTeleData Internet Exhibit are covered by the Service Availability clause on that PenTeleData Internet Access Exhibit.
 - 16.2. **Definitions:**
 - 16.2.1.1. **Last mile** – a data circuit between Customer's Service Location and a PTD node used to provide Customer access to the PTD backbone
 - 16.2.1.2. **Private line** – a data circuit between two Customer Service Locations that is not multiplexed with any other network traffic
 - 16.3. **Service Availability for private line and last mile circuits:**
 - 16.3.1. **Definition of unavailable;** A private line or last mile circuit is considered unavailable when at least one of the following criteria are met:
 - 16.3.1.1. **Packet loss** between the NID at Customer Service Location and the PTD Customer edge switch exceeds 0.1%.
 - 16.3.1.2. **Latency (round-trip)** between the NID at Customer Service Location and the PTD Customer edge switch exceeds 10ms.
 - 16.3.1.3. **Jitter (variation in latency)** between the NID at Customer Service Location and the PTD Customer edge switch exceeds 2ms.
 - 16.3.1.4. **In the case of a private line,** these metrics are measure between Customer edge routers at the two Customer Service Locations.
 - 16.3.2. **The following causes shall not be considered in calculating unavailability credits or chronic outage remedies:** Unavailability as a result of Force Majeure (as defined in the General Terms and Conditions), unavailability as a result of scheduled maintenance windows for on-net circuits, unavailability as a result of off-net and unprotected circuit maintenance which may occur at any time without notice, unavailability as a result of Customer circuit overutilization, unavailability as a result of Customer network/equipment failure, and unavailability as a result of Customer refusing to let authorized repair personnel onsite access as necessary are not applicable. On-Net circuit maintenance windows are Tuesday and Thursday 12AM ET – 6AM ET with notification of planned outages for on-net circuits 10 business days prior to maintenance window.
 - 16.3.3. **Unavailable service credits:** Unavailable time is accumulated over a calendar month. Off-Net last mile and private line circuits are not eligible for unavailability service credits. Credits may be issued as noted below based on the accumulation of unavailable time and are a percentage of the monthly recurring charge for the last mile or private line service. Customer must request credits or contract terminations within 14 days after the end of a calendar month for outages occurring during that month.

Standard on-net circuits	
Time Period	Credit %
00:00:00 – 00:15:00	No Credit
00:15:01 – 00:45:00	5%
00:45:01 – 04:00:00	10%
08:00:01 – 12:00:00	30%
16:00:01 – 24:00:00	50%

- 16.3.4. **Chronic Outage for on-net PenTeleData circuits:** Customers may terminate an affected on-net PenTeleData transport circuit, and all associated ports, L3 MPLS WANs, and EVC's up to the first PenTeleData Multiplex or MPLS L3 WAN port where other circuits, VLANs or networks from the same Customer were not errored for the same outage without termination liability if A. A Standard on-net circuit experiences 4 or more instances where service was unavailable for greater than 2 hours each over a calendar month or more than 30 hours of total unavailability over a calendar month. B. A completely unprotected on-net circuit experiences 3 or more outages of greater than 12 hours each of unavailability over a calendar month or more than 48 hours of unavailability over a calendar month.

Customer Initials: BF

PenTeleData Initials:

Date: March 18, 2019 | 3:35 PM EDT

Date:

TPTEX-NE-051217

