

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (this "Agreement") is between **Wabash Mutual Telephone Company** ("Provider") and **Celina City Schools** ("Customer") and is effective as of the last date signed below (the "Effective Date").

1. Term. This Agreement will be for a term of 36 months (the "Agreement Term"); provided, however, that if any Service Order (defined below) has a Service Term (defined below) that extends beyond the Agreement Term, this Agreement will continue to apply to such Service Order for the Service Term.

2. Services.

(a) Subject to Provider's acceptance of a service order ("Service Order") in accordance with subsection (b) below, Provider will provide certain services ("Services") pursuant to this Agreement and the applicable service schedule ("Service Schedule") attached hereto and incorporated herein. Provider's provision of Services is in all cases subject to Provider's acceptable use policy ("Acceptable Use Policy" or "AUP") which is located at www.wabash.com and is likewise incorporated herein.

(b) Service charges ("Charges") consisting of non-recurring charges ("NRCs"), monthly recurring charges ("MRCs"), and third party costs ("Costs") will be listed in the Service Order. Service Orders will be submitted to Provider and will not be considered accepted by Provider until Provider issues a firm order confirmation ("FOC"). Each Service Order submitted by Customer will include all information reasonably requested/needed by Provider to provide the Services, including a requested delivery date ("Requested Delivery Date") on which Customer desires that the Service be installed and turned over for testing and acceptance. The FOC will specify a scheduled delivery date ("Scheduled Delivery Date") on which Provider commits to install and turn over the Service for testing and acceptance, and such Scheduled Delivery Date may be later than the Requested Delivery Date; provided, however, that if the Scheduled Delivery Date is more than thirty (30) days later than the Requested Delivery Date, Customer may cancel the Service Order (without liability) with notice to Provider within five (5) business day(s) of the date Customer receives the FOC.

(c) Each Service Order will also specify the service term ("Service Term") for the ordered Services.

3. Charges.

(a) Customer will pay all Charges as set forth in the Service Order. Charges do not include taxes, fees, or regulatory surcharges that may be assessed on the Services ("Taxes"), and Customer will be responsible for all such Taxes (excluding any taxes assessed on Provider's net income or property).

(b) As to any effective Service Order, Provider will not increase any NRCs or MRCs during the Service Term but may, upon notice to Customer, adjust any such NRC or MRC to Provider's then-standard rate following the expiration of the fixed portion of the Service Term. However, during

the Service Term, Provider may, upon notice to Customer, pass-through to Customer any increase in Costs as Provider's third party providers increase their charges to Provider. Such Costs typically consist of service charges from any third party network providers who providing all or a portion of the Services or power charges associated with equipment used by Provider to provide the Services.

4. Payment.

(a) Provider will invoice Customer for the Charges at the billing address specified in the Service Order. NRCs and applicable one-time Costs may either be invoiced up front or together with the first MRC and applicable recurring Costs. MRCs and applicable recurring Costs will be billed monthly in advance.

(b) All invoices are due net thirty (30) days from the date of the invoice. Amounts not paid when due will accrue interest at a rate of 1½% per month or the highest amount permitted by applicable law, whichever is less.

(c) If Customer disputes all or any portion of an invoice, it will notify Provider of the dispute within thirty (30) days of the date of the invoice and will include with such notice all applicable documentation supporting Customer's dispute. In the event of such a dispute, the parties will each designate an authorized representative to meet (in person or via telephone) and discuss the dispute in good faith, such meeting to occur within ten (10) days of the date of Customer's dispute notice. To the extent the dispute is resolved in Customer's favor, Provider will credit the applicable amount on Customer's next invoice, and to the extent the dispute is resolved in favor of Provider, Customer will deliver payment of the disputed amount (together with applicable interest) within ten (10) business days of the meeting. If Customer does not dispute an invoice within the timeframes and otherwise in accordance with this subsection, the invoice will be payable in full and Customer will be deemed to have waived any right to dispute the invoice.

(d) Provider may, on the basis of a credit review or Customer's past payment history, require Customer to provide a reasonable deposit or letter of credit (in either case, not to exceed two (2) months' Charges (actual or anticipated, as appropriate)) as security for future payment. Customer will provide such security in the form and amount requested by Provider within ten (10) business days' of Provider's request therefor.

5. Installation and Provisioning.

(a) Provider commits to install the Services on or before the applicable Scheduled Delivery Date. Customer's exclusive remedies for Provider's failure to install the Services by the Scheduled Delivery Date are set forth in the applicable Services Schedule.

(b) Provider will install the Services to the demarcation point(s) specified on the Service Order (i.e., "A" and "Z" locations) (the "Demarcs"). Where Provider is provisioning Services to a Demarc at a Customer location, Customer is responsible for providing all necessary and/or reasonably requested access rights, space, and power for Provider's facilities and equipment.

(c) Provider will notify Customer when the Services are installed and ready for testing and acceptance. Services are deemed delivered on the date of Provider's notice (the "Delivery Date"). Testing and acceptance are Customer's responsibility and will not affect the Delivery Date or Customer's payment obligations hereunder.

6. Service Levels. The service levels ("Service Levels") for the Services are set forth in the applicable Service Schedule. The remedies for Provider's failure to provide the Services in accordance with the Service Levels are set forth in the applicable Service Schedule, and such remedies constitute Customer's exclusive remedies for Provider's failure to provide the Services in accordance with the Service Levels.

7. Maintenance. Provider may perform certain maintenance activities with respect to the Services ("Maintenance") consisting of scheduled or routine maintenance ("Scheduled Maintenance") and unscheduled or emergency maintenance ("Unscheduled Maintenance"). Provider will provide advance notice of Scheduled Maintenance in accordance with the applicable Service Schedule and will provide as much notice (which may or may not be advance notice) of Unscheduled Maintenance as reasonably practicable given the circumstances.

8. Disclaimer of Warranties. Except as expressly stated in this Agreement, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES, APPLICABLE TO THE SERVICES.

9. Limitation of Liability.

(a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS (OTHER THAN PROVIDER'S RIGHT TO PAYMENT UNDER THIS AGREEMENT), COST OF REPLACEMENT FACILITIES OR SERVICES (WHETHER ARISING OUT OF OUTAGES OR OTHER TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) ADDITIONALLY, IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS AGREEMENT OR OTHERWISE ARISING OUT OF PROVIDER'S PROVISION OF SERVICES HEREUNDER EXCEED AN AMOUNT EQUAL TO THE PREVIOUS _____ MONTHS' CHARGES FOR THE SERVICES TO WHICH THE LIABILITY RELATES OR OTHERWISE ARISES OUT OF.

(c) The foregoing subsections (a) and (b) shall, in addition to Provider, apply to (i) any Provider affiliate or any of Provider's or a Provider affiliate's owners, managers/directors, officers, employees, or contractors and (ii) any third party network provider or other third party service provider with respect to the Services (all such persons together, the "Provider Group").

(d) Finally, Customer acknowledges that, notwithstanding anything in this Section to the contrary, the remedies for (i) Provider's failure to install the Services by the Scheduled Delivery Date as set forth in Section 5(a) and (ii) Provider's failure to provide the Services in accordance with the Service Levels in the applicable Service Schedule as set forth in Section 6 are Customer's EXCLUSIVE REMEDIES for such failures and that Customer will have no other remedy nor will Provider have any other obligation or liability with respect to such failures.

10. Defense and Indemnity.

(a) Each party will defend and indemnify the other party and its affiliates, and either of their owners, managers/directors, officers, employees, and contractors against any liabilities and reasonably related costs (including legal fees) incurred in connection with any third party claim for property damage or personal injury to the extent arising from the party's or its affiliates' or either of their owners', managers'/directors', officers', employees', or contractors' negligence or willful misconduct.

(b) Additionally, Customer will defend and indemnify Provider and any applicable member of the Provider Group against any liabilities and reasonably related costs (including legal fees) incurred in connection with any claim by end user of the Services, it being understood that Customer, and not Provider, is fully responsible for any such claims.

11. Default.

(a) A party is in default of this Agreement if it breaches this Agreement or any Service Order and fails to cure such breach within thirty (30) days of the other party's notice reasonably specifying the breach. The non-defaulting party may terminate this Agreement and/or an affected Service Order upon written notice to the other party if the party is then in default.

(b) If Customer is in default of this Agreement, Provider may, in addition to all other remedies available to Provider, disconnect all or the affected Services pending Customer's cure of the default.

(c) If Provider properly terminates this Agreement or any affected Service Order for Customer's default, all remaining Charges under all Service Orders (if the Agreement is terminated) or the applicable Service Order(s) (if only affected Service Order(s) are terminated) will accelerate and become immediately due and payable. If Customer properly terminates this Agreement or any affected Service Order for Provider's default, only the Charges accrued as of the date of termination will be due and payable.

12. Early Termination. If Customer terminates a Service (other than for Provider's default) prior to the expiration of the Service Term, Customer will pay the early termination charge ("Early

Termination Charge”) set forth in the applicable Services Schedule. The parties acknowledge that the Early Termination Charge is a genuine estimate of the actual damages to Provider for Customer’s early termination of a Service and is not a penalty.

13. Confidentiality.

(a) If the parties entered into a confidentiality or non-disclosure agreement in anticipation of this Agreement, such agreement is incorporated herein and shall apply instead of this Section. Otherwise, the parties acknowledge that they have or will exchange certain confidential information expressly designated or which should reasonably be known as “confidential” (“Confidential Information”) and each party agrees that neither party will (a) use the other party’s Confidential Information except for the purpose(s) for which it is disclosed or (b) disclose the other party’s Confidential Information to any third party except (x) under an identical confidentiality restriction to the receiving party’s employees or contractors who have a need to know Confidential Information in connection with the purposes for which it is disclosed or (y) when compelled by a court or other government agency (with as much advance notice to the disclosing party as reasonably possible).

(b) Provider acknowledges that it may receive certain of Customer’s information that constitutes “customer proprietary network information” or “customer proprietary information” under applicable law, and Provider agrees that it will hold all such information in compliance with applicable law.

14. Other Terms.

(a) The parties intend that Provider be an independent contractor of Customer for the purposes of the Services.

(b) Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control (a “Force Majeure Event”). Customer acknowledges that a number of Force Majeure Events, including fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials, labor or transportation upon reasonable commercial terms, acts or omission of common carriers or warehousemen could affect Provider’s ability to provide the Services and that Provider will have no liability for its inability to provide the Services during periods of Force Majeure. However, Customer will not be obligated to pay for the Services during periods of Force Majeure, and either party may terminate an affected Service Order upon notice to the other if a Force Majeure Event continues uninterrupted for a period of thirty (30) days or longer.

(c) Neither party may transfer this Agreement or any Service Order, except that either party may transfer all or any part of this Agreement or a Service Order to (a) an affiliate; or (b) a third party in connection with a merger or sale of substantially all the party’s assets.

(d) This Agreement, together with the Service Orders hereunder, sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any

right or remedy based on, any statement, representation, or warranty except those expressly set out in this Agreement. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement, and neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. If any term (or part of a term) of this agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.

(e) In the event of any conflict between this Agreement and a Service Order, this Agreement will control, except that a Service Order will control over this Agreement to the extent the Service Order specifically references the section/provision of this Agreement that it is modifying/superseding.

(f) All claims arising out of or related to this Agreement will be governed by Ohio law excluding such State's conflict of laws rules and will be litigated exclusively in the county or federal district/division of Provider's address for notice.

15. Notices. Notices under this Agreement are only effective when delivered in writing via certified mail, overnight delivery (via a national carrier), or facsimile to the address for a party listed below. If a party provides an email address below, notices may also be sent as a PDF attachment via email to the listed address; provided, that, a copy is also sent via one of the methods above.

16. Signatures. The parties may execute this Agreement using electronic signatures, electronic copies, and counterparts.

IN WITNESS WHEREOF, the parties have agreed to this Agreement as of the date last signed below.

PROVIDER:

Wabash Mutual Telephone Company

By: Michael J. Boley

Name: Michael J. Boley

Title: President and CEO

Date: March 25, 2024

Address for Notice: 6670 Wabash Rd.
Celina, OH 45822

CUSTOMER:

Celina City Schools

By: _____

Name: _____

Title: _____

Date: _____

585 East Livingston Street

Celina, Ohio 45822

Fax: 419-942-1236

Email: mikeb@wabash.com

Fax: _____

Email: _____