



Communications Products & Services

Region 10 Education Service Center

RFP R10-1120

*We the people of
the United States,
in order to form a more
perfect union, establish
justice, insure domestic tran-
quility, provide for the common
defense, promote the general welfare,
and secure the blessings of liberty to
ourselves and our posterity, do ordain and*



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08 JUL 2021

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COVER LETTER

08 JUL 2021

Attention: Clint Pechecek

Subject: Communications Products & Services

Reference: RFP R10-1120

Clint Pechecek,

Granite Telecommunications, LLC ("Granite") is pleased to provide its quotation in response to RFP R10-1120 for Communications Products & Services. Granite has the experience, capability, and resources necessary to provide the requested telecommunications services as a Competitive Local Exchange Carrier (CLEC). Within this response, Granite recognizes, understands, and clarifies that:

1. Granite's annual representations and certifications have been completed electronically at <https://sam.gov>.
2. This quote shall remain valid for a period of 90 days from the date of this letter.
3. Offeror is a privately-held company and respectfully requests, in the event of an audit or inspection of any papers, that the auditor(s) enter into a mutual nondisclosure agreement prior to accessing Offeror's financial or business-sensitive information.
4. Construction charges, where applicable shall be mutually agreed to by Granite and the Member or Public Agency at the time of identification.
5. Service availability will be determined prior to order acceptance by a pre-qualification of service address(es). Pricing is listed as nationwide unless otherwise noted in the pricing schedule.

If you have any questions or require additional information, please contact Rachel Knotts at (571) 378-2357 or via email at Govtproposals@granitenet.com. We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Rachel Knotts".

Rachel Knotts | Government Proposal Specialist

PROPOSAL FORM CHECKLIST**Proposal Form Checklist**

The following documents must be submitted with the Proposal

The below documents can be found in Section 2: Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B)

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

☒ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

PERFORMANCE CAPABILITY:

☒ **PROPOSAL FORM 2: QUESTIONNAIRE**

☒ **PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION**

QUALIFICATION AND EXPERIENCE:

☒ **PROPOSAL FORM 4: MANAGEMENT PERSONNEL**

☒ **PROPOSAL FORM 5: REFERENCES AND EXPERIENCE QUESTIONNAIRE**

VALUE ADD:

☒ **PROPOSAL FORM 6: VALUE ADD QUESTIONNAIRE**

OTHER REQUIRED PROPOSAL FORMS:

☒ **PROPOSAL FORM 7: CLEAN AIR AND WATER ACT**

☒ **PROPOSAL FORM 8: DEBARMENT NOTICE**

☒ **PROPOSAL FORM 9: LOBBYING CERTIFICATION**

☒ **PROPOSAL FORM 10: CONTRACTOR CERTIFICATION REQUIREMENTS**

☒ **PROPOSAL FORM 11: ANTITRUST CERTIFICATION STATEMENTS**

☒ **PROPOSAL FORM 12: IMPLEMENTATION OF HOUSE BILL 1295**

☒ **PROPOSAL FORM 13: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

☒ **PROPOSAL FORM 14: RESIDENT CERTIFICATION**

☒ **PROPOSAL FORM 15: FEDERAL FUNDS CERTIFICATION FORM**

☒ **PROPOSAL FORM 16: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

☒ **PROPOSAL FORM 17: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

☒ **PROPOSAL FORM 18: NON-COLLUSION AFFIDAVIT**

☒ **PROPOSAL FORM 19: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

☒ **PROPOSAL FORM 20: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

☒ **PROPOSAL FORM 21: STOCKHOLDER DISCLOSURE CERTIFICATION**

- ☐ PROPOSAL FORM 22: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM
- ☐ PROPOSAL FORM 23: EQUALIS GROUP ADMINISTRATION AGREEMENT
- ☐ PROPOSAL FORM 24: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
- ☐ PROPOSAL FORM 25: VENDOR CONTRACT AND SIGNATURE FORM

(The rest of this page is intentionally left blank)

PRICING PROPOSAL

PROPOSAL FORM 1: ATTACHMENT B - PRICING

Please see Granite's Pricing Proposal in **Attachment B**. Please note that Granite's discounted pricelist may be additionally discounted based on bulk quantity purchases and is dependent upon product type. Granite also offers amortized pricing schedules in lieu of lump sum non-recurring charge payments for the convenience of our customers. These arrangements are also dependent upon product type and the quantity ordered.

Please Note: Ports of over 100 DIDs are considered "project ports" or "bulk orders" and do not follow the standard 1-day port timeline. Ports of this size are at least a 30 day SLA, not including equipment provisioning. Often ports of this size or larger have additional issues on the carrier side that Granite cannot predict or control. Carriers can reject port requests of this for a variety of issues, making the actual provisioning time even longer.

PERFORMANCE CAPABILITY

PROPOSAL FORM 2: QUESTIONNAIRE

COMPANY PROFILE

1. What is your company's official registered name?

Granite Telecommunications, LLC

2. Provide a link to your company's website.

www.granitenet.com/Gov

3. What is/are your corporate office location(s)?

Below is the list of Granite's corporate and sales office locations. Along with our physical office locations, Granite contracts with certified technicians that can service all 50 states ensuring our ability to uphold our SLA guarantees at any location that we service.

MASSACHUSETTS	GEORGIA	RHODE ISLAND
Headquarters 100 Newport Ave. Ext. Quincy, MA 02171 P: 617.933.5500 F: 617.328.0312	900 Circle 75 Pkwy Suite 450 Atlanta, GA 30339 P: 888.984.0055 x1200 F: 888.984.0050	1 Albion Road Suite 200 Lincoln, RI 02865 P: 401.334.3023 F: 401.334.3121
NEW YORK	TEXAS	ILLINOIS
462 Seventh Ave. 7th Floor New York, NY 10018 P: 212.674.7166 F: 212.674.6754	4500 Ratliff Lane Suite 108 Addison, TX 75001 P: 866.847.1500 F: 972.735.9627	1810 Jarvis Ln Elk Grove Village, IL 60007 P: 866.847.1500 F: 630.323.4820
ORLANDO, FL	VIRGINIA	WEST PALM BEACH, FL
3504 Lake Lynda Drive Suite 210	8255 Greensboro Drive Suite 450	444 W. Railroad Ave. Suite 200

Orlando, FL 32817 P: 321.558.1960 F: 321.558.1620	Tysons Corner, VA 22102 P: 571.341.9089 F: 703.356.1054	West Palm Beach, FL 33401 P: 561.868.8100 F: 561.514.0285
PENNSYLVANIA		
450 Plymouth Rd. Suite 102 Plymouth Meeting, PA 19462 P: 484.539.9500 F: 610.825.2125		

4. Please provide a brief history of your company, including the year it was established.

Granite is the largest and fastest growing competitive local exchange carrier in the United States. Since 2002, has grown to achieve \$1.7 billion in annualized revenue as of December 2017. Granite supports more than 25 federal 500,000 locations. Granite manages over 1.35 million phone lines and 115,000 data lines with offices in Quincy, MA; Lincoln, RI; West Palm Beach, FL; McLean, VA; New York, NY; Philadelphia, PA; Atlanta, GA; Dallas, TX; and Chicago, IL.

Granite provides enterprise-wide telecommunications solutions using an industry-leading support platform with dedicated program management and support teams and a single, customizable invoice. For the past 19 years, Granite has been providing comprehensive telecommunications solutions to the

largest multi-location enterprises throughout the United States and Canada. Granite's customers include more than 70 of the Fortune 100 and 18 of the top 20 largest retailers in the United States. Presently, Granite

provides services for over 11,000 commercial and government customers across more than



500,000 locations, including the United States Air Force (USAF), US Army (USA), United States Postal Service (USPS), Defense Information Systems Agency (DISA), General Services Administration (GSA), Environmental Protection Agency (EPA), Walgreen's, and PNC Bank.

5. Who is your competition in the marketplace?

As a Competitive Local Exchange Carrier (CLEC), Granite works in conjunction with other telecommunication providers. Although Granite works with other providers to create the best possible solution for our customers, this also means that Granite competes with many of the providers that we also partner with. Granite's CLEC relationship with competitors allows for us to come up with personalized solutions that are both reliable and affordable. Because Granite is electronically bonded with all carriers, our backbone unifies all networks into a logical single network, using the best elements from each provider. Competitors of Granite are often dependent on the service and scope of what is being provided – where Granite may be a competitor in one case Granite may be a partner in another.

Granite's status as a CLEC allows for the ability to provide a more robust and cost effective solution compared to Regional Bell Operating Companies (RBOCs) like Southwestern Bell and Pacific Bell, Incumbent Local Exchange Carriers (ILECs) like CenturyLink and Verizon, and MSOs (multiple-system operators) like Comcast and Cox Communications. Because Granite partners with many of these telecommunications companies in wholesale agreements in order to provide pricing to customers that is lower than what they would receive going directly to a carrier.

6. What was your annual sales volume over last three (3) years?

Granite's sales volume over the last 3 years are as follows:

- i. 2020: \$1.55B
- ii. 2019: \$1.5B
- iii. 2018 \$1.4B

7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

Granite's overall public sales for the last three (3) years are as follow:

- i. 2020: \$30M

- ii. 2019: \$22M
- iii. 2018: \$12M

8. What is your strategy to increase market share in the public sector?

Granite has numerous regional sales offices with state government focused sales staff dedicated to various territories, among those is an office in Dallas Texas. The staff in our sales offices includes but is not limited to: Business Development Representatives, Sales Engineers, Pricing Analysts, and Network Techs. Our sales team is focused primarily on customer outreach and looks to leverage established statewide service agreements to assist all manners of government clients. Additionally, Granite Business Development Representatives attend trade conventions where we also look to promote our ability to deliver service on these statewide service agreements on marketing materials and by word of mouth.

With regard to Public and Private school districts, and Public and Private Higher Education Granite has been engaged in providing solutions to E-Rate eligible educational institutes since 2001. Granite has employees across all departments that focus on state, local, and educational entities – understanding the needs of USAC, E-Rate, and other educational cooperative programs. Within Granite's Government focused team, there are numerous salespeople focused on providing services for schools and libraries all across the country. They are supported by 2 State Local and Education (SLED) specialists who attend training and information seminars to ensure the most recent and relevant information is shared across our sales team. Granite's customers include numerous educational institutions across the United States, many utilizing E-Rate and education based cooperatives similar to that of Region 10 Education Service Center/Equalis Group.

9. What differentiates your company from competitors in the public sector?

Granite excels at providing unified services to dispersed enterprises across the United States. Equalis Group Members will receive a service provider who is well versed in providing telecommunication services to cost-conscious organizations who want to deliver innovative solutions to their customers. For example, when T-Mobile wanted to distinguish their network as the fastest in the nation, they tapped Granite to provide high-speed Internet access in all of their stores. T-Mobile was very happy with Granite's enterprise-wide single bill and appreciated our U.S. based customer service representatives and technicians.

10. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

☒ Yes

☐ No

a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

☒ Yes

☐ No

11. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

Not applicable.

PRICING/PRODUCTS/SERVICES OFFERED

12. Please outline your products and services being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.

Granite provides enterprise-wide telecommunications solutions using an industry-leading support platform, a single customizable invoice, and a well-established customer service team, which includes a single point of contact and a dedicated Premier Manager (PM).

Granite provides telecommunications services, including voice services (POTS and ISDN PRI), VoIP services (Hosted Voice, SIP Trunking, and EPRI), Broadband (DSL, Cable Modem, Satellite, and Mobility), managed services (such as WiFi, Firewall, Switch, Router/Router and VPN, and SD WAN), Dish television, and Cellular. Granite can provide dedicated Internet (T1, EoC, FE, GE), long distance (both switched and dedicated), inside wiring, alarm, and other related services to multi-location commercial businesses and Government agencies.

Granite provides services through wholesale commercial agreements with the Incumbent Local Exchange Carriers (ILECs) (e.g., Verizon, AT&T, and T-Mobile), and has arrangements to provide service through major independent telephone operating companies (ITOCs).

REMOTE REDUNDANCY

Remote Redundancy is Granite's exclusive managed offering that enables work from home capabilities and simplifies business communications for remote workers. Through industry leading development and integration, our offering is designed to offer three unique solutions:

- Wireless broadband for backup to remote workers' existing internet
- Expedited installation of new broadband services with wireless backup included.
- Higher bandwidth and larger cellular data cap of the above service with a Softphone included for added voice communications.

All of the services are designed with easy self-installation options or professional installation. Additional security, SD-WAN and upgrade choices coupled with the inclusion of Unified Communications options makes Granite's Remote Redundancy the best option for all remote worker applications. Granite's Remote Redundancy product was created in response to the immediate needs of Equalis Group Members to begin large scale Teleworking rollouts.

- This flexible and scalable product was designed to allow Equalis Group Members employees the ability to stay connected to voice and data in times of high demand and location changes.
- The unified approach of access, voice and security helps Equalis Group Members IT staff incorporate remote users quickly.
- Our Same Day Soft Seat allows Granite to deliver a unified voice system within hours of being requested ensuring all Equalis Group Members workers stay connect whether at home, in the office or on the move with our soft client.

Granite's bundled solution puts the most needed services for the current market needs in one place for Equalis Group Members.

VOICE SERVICES - INTEGRATED SERVICES DIGITAL NETWORK (ISDN) PRIMARY RATE INTERFACE (PRI)

Granite's ISDN PRI is an all-digital networking service that provides a high-speed, intelligent connection to the network.

Dedicated Local T-1/PRI consists of dedicated digital loop access between the local switching facility and your premise using Local Access transport facilities. There are multiple trunk configurations available and all include local dial tone and unlimited local calling, and where

facilities permit, calling party number identification is provided on outbound calls. ISDN PRIs provides is exceptional voice and data communications service without the additional expense of multiple dedicated circuits with benefits that include:

- High-speed, high-capacity digital connectivity
- Intelligent call handling and caller ID functionality
- Exceptionally clear voice communications and quality video
- Fully compatible with today's PBX systems.
- Allocate channels to improve network efficiency on a per-call basis as needed.
- Multi-State ISDN PRI for customers with locations in multiple states and offers a simplified rate structure.

INTERNET ACCESS SOLUTIONS

Granite offers Dedicated Internet Access ("DIA") utilizing a broad range of technologies and solutions offering scalable bandwidth options. Granite offers these services over the following networking technologies:

- Cable
- Ethernet
- T1 / DS1

CABLE ACCESS

Granite's cable service provides customers with a fast, reliable, always-on high-speed access. The cable service is a type of network bridge and modem that provides bi-directional data communication via radio frequency (RF) channels on a hybrid fiber-coaxial (HFC) or radio frequency over glass (RFoG) infrastructure. Cable services are used to deliver Internet access, taking advantage of the high bandwidth of a HFC and RF networks.

ETHERNET

Ethernet is the standard for high speed internet allowing for fast, reliable, plug-and-play access to the Internet. Ethernet provides this standard over fiber optic cable or existing copper facilities.

T1 / DS1

Digital Signal 1 (DS1, sometimes DS-1) is a T-carrier signaling scheme. DS1 is a widely used standard in telecommunications in North America to transmit data between devices. DS1 is the

logical bit pattern used over a physical T1 line. A DS1 circuit is made up of twenty-four 8-bit channels (also known as timeslots or DS0s), each channel being a 64 Kbps DS0 multiplexed carrier circuit. A DS1 is also a full-duplex circuit, which means the circuit transmits and receives 1.544 Mbps concurrently. A total of 1.536 Mbps of bandwidth is achieved by sampling each of the twenty-four 8-bit DS0s 8000 times per second. This sampling is referred to as 8-kHz sampling. An additional 8 Kbps of overhead is obtained from the placement of one framing bit, for a total of 1.544 Mbps.

13. Describe any integrations your organization can provide with other platforms.

Granite can provide integration with Granite Connector, cloud-based service that, based on integration with the Granite Voice Advantage Communications platform, enables integration with almost any CRM application. Granite can provide a list of applicable CRM applications upon request.

14. What security protocols are in place to ensure the safe transmission of information being shared through your products and services?

Granite has several security protocols available for customers who require safe transmission of information. Secure transmissions and protocols are dependent on what Granite is sending or receiving on behalf of the customer as well as what method the customer selects.

15. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

Granite has provided all products/lines/services and pricing in **Attachment B**.

16. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

☒ Yes

☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

17. Does pricing submitted include the required administrative fee?

☒ Yes

☐ No

18. Define your invoicing process and standard terms of payment.

Our typical payments terms are net thirty (30) days but can be altered to fit customers' needs in certain instances. Granite produces its custom invoices in-house with accuracy unmatched in the industry. The advanced project management control Granite exhibits throughout the transition process and its contractual relationships with underlying providers and carriers, act as safeguards to avoid double-billing inaccuracies. Granite's advanced consolidated billing platform will provide Equalis Group customers with alternatives for immediate improvements for billing, payment, auditing, and the reconciliation of invoices. Granite is able to customize the invoice distribution in two primary fashions:

- A.) One consolidated bill for all services and all locations and;
- B.) Dispersing the invoices among individual locations, regions, or facilities. Central locations ("Parent Accounts") may receive a detailed or summary bill for payment or information purposes. Likewise, individual locations ("Child Accounts") may also receive either detailed or summary bills for payment or information purposes.

Granite's invoices are itemized and detailed, so there are no hidden charges. Invoices present all charges in a clear and concise manner, with options to receive all requested services, features, and their expenses per location in one easily identifiable and consolidated invoice. Granite is able to provide Equalis Group Members invoices in a medium of their choosing; through our electronic portal *Rock Reports*; printed paper invoice; EDI; WAWF, IPP, or other means of delivery including e-mail.

Taxes and Surcharges

FEDERAL	
SS7 Surcharge	\$0.01
FCC Regulatory Fee (Wireline)	\$0.00
Fed Universal Service Fund	\$0.00
Federal Excise Tax	\$0.51
Telecom Relay Surcharge	\$0.00
State	
Sales Tax NF	\$0.73
State Universal Service Fund	\$0.56
Telecom Relay Surcharge	\$0.04
County	
District Tax NF	\$0.03
E-911	\$0.70
Transit Tax NF	\$0.25
City	
Business and Occupation Tax	\$1.12
Sales Tax NF	\$0.92
Taxes and Surcharges	\$4.87

PERFORMANCE CAPABILITIES

19. States Covered - Respondent must indicate any and all states where products and services are being offered.

X 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> New York |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> California | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Florida | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Utah |

- | | |
|--|---|
| <input type="checkbox"/> Indiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> All U.S. Territories & Outlying Areas
(Selecting this box is equal to checking all boxes below) |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> American Samoa |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Federated States of Micronesia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Guam |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Midway Islands |
| <input type="checkbox"/> Missouri | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Montana | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Nebraska | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Nevada | |
| <input type="checkbox"/> New Hampshire | |
| <input type="checkbox"/> New Jersey | |

20. List the number and location of offices, or service centers for all states being proposed in solicitation.

Below is the list of Granite's corporate and sales office locations. Along with our physical office locations, Granite contracts with certified technicians that can service all 50 states ensuring our ability to uphold our SLA guarantees at any location that we service.

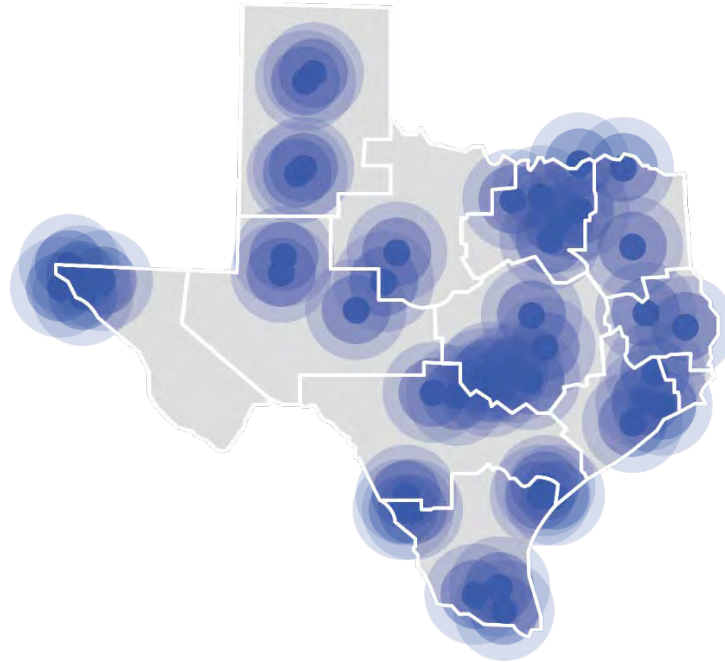
MASSACHUSETTS	GEORGIA	RHODE ISLAND
Headquarters 100 Newport Ave. Ext. Quincy, MA 02171 P: 617.933.5500 F: 617.328.0312	900 Circle 75 Pkwy Suite 450 Atlanta, GA 30339 P: 888.984.0055 x1200 F: 888.984.0050	1 Albion Road Suite 200 Lincoln, RI 02865 P: 401.334.3023 F: 401.334.3121
NEW YORK	TEXAS	ILLINOIS
462 Seventh Ave.	4500 Ratliff Lane	1810 Jarvis Ln

7th Floor New York, NY 10018 P: 212.674.7166 F: 212.674.6754	Suite 108 Addison, TX 75001 P: 866.847.1500 F: 972.735.9627	Elk Grove Village, IL 60007 P: 866.847.1500 F: 630.323.4820
ORLANDO, FL	VIRGINIA	WEST PALM BEACH, FL
3504 Lake Lynda Drive Suite 210 Orlando, FL 32817 P: 321.558.1960 F: 321.558.1620	8255 Greensboro Drive Suite 450 Tysons Corner, VA 22102 P: 571.341.9089 F: 703.356.1054	444 W. Railroad Ave. Suite 200 West Palm Beach, FL 33401 P: 561.868.8100 F: 561.514.0285
PENNSYLVANIA		
450 Plymouth Rd. Suite 102 Plymouth Meeting, PA 19462 P: 484.539.9500 F: 610.825.2125		

Granite's project management is founded on the concept of a single point of contact for the life of a contract. This single POC, a Premier Account Manager is assigned at the start of the contract and will interface with Equalis Group Members POCs for all contractual matters to include trouble tickets, billing, training, and ordering. Premiers work with Granite's Network Technicians, Solutions Engineers and Sales Managers at contract award to ensure smooth deployments.

Additionally, our network of more than 10,000 technicians are all licensed and insured and can be anywhere in the country within four hours. When you work with Granite you have one consolidated solution for all your structured cabling needs, all with a single point of contact

available 24/7/365 to coordinate service delivery. In the Exhibit below, Equalis Group Members can get an understanding for the current coverage for Texas Granite possesses through our current network of 250+ technician partners in the state. These trusted network technician partners work with Granite's Premier Account Managers to satisfy changes and resolve service issues within agreed upon Service Level Agreement (SLA) timeframes. If awarded the contract, Granite will bolster our coverage area for technicians within the State in a timely manner to ensure optimal service delivery to all locations.



The blue areas in the Exhibit above display the radius of coverage we currently possess through our 250+ Network Integration partners. Region 10 Education Service Center/Equalis Group will note we have multiple coverage in metropolitan areas of the state and will continue to bolster our coverage with additional partnerships as required. This diagram represents Granite's coverage in most states.

Distribution Channel: Which best describes your company's position in the distribution channel:

- | | |
|--|---|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Authorized distributor | <input checked="" type="checkbox"/> Other: Competitive Local Exchange Carrier |
| <input type="checkbox"/> Value-added reseller | |
| <input type="checkbox"/> Certified education/government reseller | |

21. Provide relevant information regarding your ordering process, including the ability for purchasing group members to verify they are receiving contract pricing.

A request for new service can be easily submitted via Granite's web portal, *Rock Reports*. Granite can populate *Rock Reports* with the email addresses of all of our points of contact (Billing, Contracts, etc.) and their backups upon request by Equalis Group Members. In addition to service order, tracking, and cancellation, Granite's *Rock Reports* Portal can perform the following functions:

- Place a service order
- Cancel a service order
- Track the status of the provisioning process and communicate with the assigned Premier Account Representative
- A minimum of one email address for communications regarding service ordering, tracking, and cancellations
- Provide Equalis Group Members with a service order number at the time of the request

Any move, add, or changes can be done through this portal. This is one of three ways to place a request, with the client's dedicated Granite Premier Project Manager and Granite's Customer Service Team being the other two options. Customer Service is fully capable of handling all client requests and will answer all calls in under 10 seconds and are open 24/7.

22. Outline the methods of payments you will accept and include the overall process for agencies to make payments.

Granite accepts the following methods of payment: ACH (draft and payment), Personal Check, Credit Card (Visa, Mastercard, American Express, and Discover).

23. If your company is offering hardware, please describe your company's return and restocking policy.

Granite's return and restocking policies are determined based on the hardware being returned. Pricing will be reasonable based on typical shipping dimensions and the location to which the hardware is being shipped. Products not manufactured or produced by Granite are subject to the original manufacturer's warranty and return policy, including restocking.

24. Describe areas where downtime may occur with your equipment/software/website or other services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur. Include any guarantees and remedies provided for in your SLA.

Granite does not have regularly scheduled downtime, although most scheduled downtime is due to upgrades being performed to the network or to a customer's solution. To minimize interruption and prevent solution-wide outages, upgrades are typically done on a site-by-site basis. Unscheduled downtime and mitigation are addressed in the relevant Service Level Agreements. More information regarding scheduled and unscheduled downtime can be provided upon award. Should a scheduled downtime happen, Granite will relay this information on via the Premier Project Manager.

25. Describe your company's Customer Service Department and technical support provided (hours of operation, how you resolve issues, number of service centers, etc.).

Granite provides industry-leading customer support; including its established single point of contact "Premier" project management model and Granite's Helpdesk, our trained in-house customer service team that is available 24x7x365. Granite's Premier program management model has been a keystone commercial practice for over a decade. Granite's Premier program is designed to perform an analysis of a customer's telecommunications solutions and assign a dedicated Premier Account Representative who will work with the customer on any and all matters for the duration of the contract.

Similarly, Granite's Helpdesk has been designed with customers' needs in mind. Unlike the arduous touch tone menus, extended hold times, and offshore call centers of other carriers, a member of Granite's customer service team will answer the phone on average in less than ten (10) seconds. Members of the source selection team are encouraged to call us at **(866) 847-5500** at any time to verify this unmatched availability.

26. Describe any training or other support resources you provide to support end users in better understanding how to utilize your products and services?

Training sessions on how to use the new phone systems and the key features can be provided in on-premises, through our online web portal, and via video conferencing. Granite offers robust training and Help Desk Support through *Rock Reports*, as well as all tools that Equalis

Group Members will need to use for the life of the contract. Our training takes a three-pronged approach consisting of the following parts: **1. Administrative User Training, 2. Support Team Training, 3. Training for End Users.**

Training notes: Please note that Granite does not provide Salesforce training as Granite is not offering Salesforce products in response to this solicitation.

27. Outline any implementation or other resources you provide in helping to configure your solutions, whether during the initial startup, or ongoing as part of the software maintenance.

PREMIER SUPPORT

Granite will assign a dedicated Premier Account Team to each customer. Each member of the Premier Account Team has considerable experience and will effectively serve the customer in their designated area of expertise. The team will generally consist of the following members: (1) Premier Account Manager – single point of contact for all support issues; (2) Provisioning Manager - coordinates and manages the transfer or installation of services to Granite's platform; (3) MAC Manager - completes all orders for new service, moves, or changes; (4) Customer Service Manager - assists to manage repair issues on services; (5) Billing Analyst - available to review and resolve any problems that may arise with customer billing; and (6) National Account Sales Executive - initial point of contact with Granite.

Granite's Premier Account Management team also provides status reports and updates regarding orders and services to ensure that Equalis Group Members has the most visibility possible into projects. Status reports provide additional tracking against the project plan using a simpler structure to clearly and quickly document progress, as well as draw attention to any concerns, risks or required actions.

- **Monthly Project Status Report Meetings**—Conducted monthly, these meetings bring together all members of the project team along with all control documents aggregated to form a detailed report covering all project activities during the period.

- **Weekly Dashboards**—Produced by the Premier Account Manager, weekly dashboards provide a high level of observation for the project team members. This can be delivered in an email or document format that addresses key components for which Equalis Group Members would like to have rolling status reports in a clear and concise format

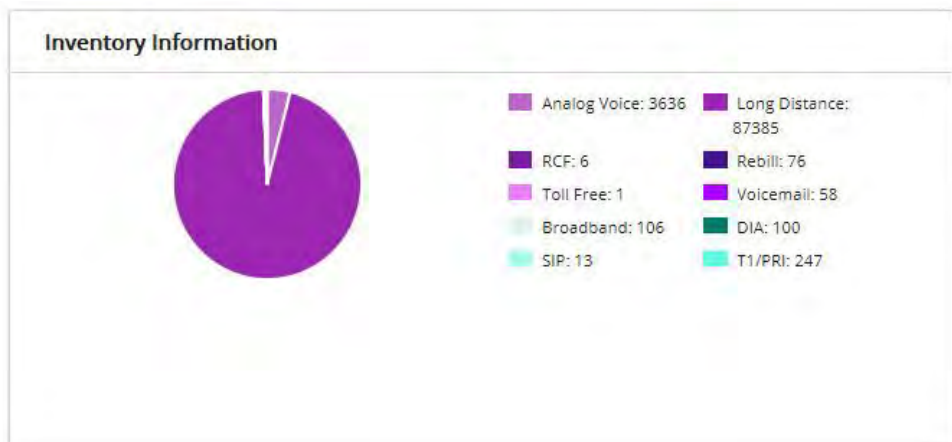
ONLINE PORTAL AND SERVICES

Granite's customer-centric support portal, *Rock Reports*, was designed in-house with a focus on usability and integration and comes standard with Granite service. The exhibits below provide a snapshot of the *Rock Reports* User-Interface, which has won industry awards and receives constant praise from our customers for its ability to simplify their Telecommunications services

The *Rock Reports* dashboard helps you see your most important data upfront, while also allowing you to easily navigate to other great features, such as;

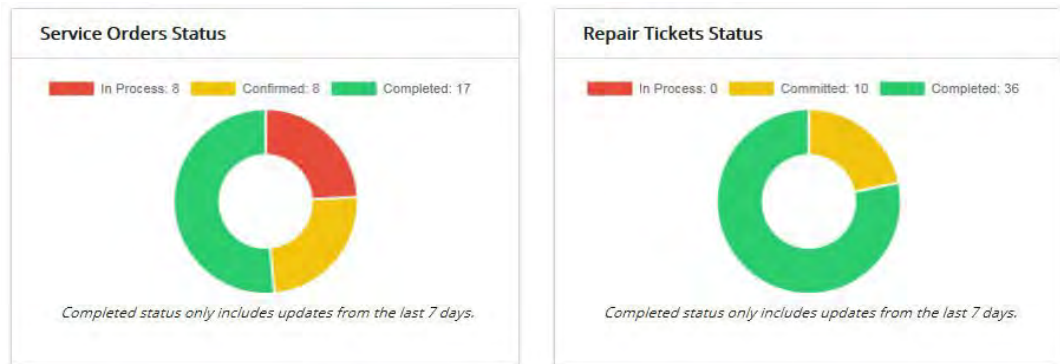
Inventory Management –

View your complete inventory by line item to include usage, charges, and discounts in a simplified and exportable format. Make move, add, change, additions, and deletions to your inventory and service.



- **Intuitive Dashboard** – Access information on all locations with a fully customizable view. Our *Rock Reports* technicians will discuss the functionalities, reports, and views you'd like so that your portal best suits your needs (Reference Exhibit below).
- **Trouble Tickets** – Generate a trouble ticket online that is immediately directed to your Premier Account Manager and Repair Team, who will begin working the issue immediately and keep you seamlessly informed during the resolution.

Training for *Rock Reports* can be provided to Equalis Group Members personnel on an as-needed basis and the sessions are provided to Equalis Group Members at no additional cost. Standard functionality courses are around an hour and can be provided via WebEx.



Granite also offers a Web Portal Interface that allows you to change features called Commportal, which is included on Granite's IP Voice Service offerings. Other portal interfaces are also available dependent on service type.

PROJECT MANAGEMENT

Granite utilizes best practices project management processes to ensure a smooth installation, migration, and transition to Granite's services. Best practices include complete installation and testing of the service elements well in advance of any scheduled cut-over to the new services provided by Granite. The actual activation of service is a coordinate event in which Granite enlists the project team of the current provider to facilitate the migration of services. Should there be a failure to resolve, that portion of the solution will revert back to the original temporarily, until such time that total resolution can be achieved.

Granite's approach to implementation combines the standards and best practice project and program management methods from the Project Management Body of Knowledge (PMBOK) in addition to ITIL for the incident, change, configuration and release management, and has over 19 years of telecommunications service experience. Using this experience, we have fine-tuned a comprehensive approach as our standard methodology. Granite relies on a three-phase service delivery methodology, which we scale to accommodate project size, scope and schedule. This phased approach is designed to accommodate customers' specific needs. It will serve as our framework for achieving a seamless implementation for Equalis Group Members.

Phase 1: Planning

When implementing a new service, Granite takes the time to refine the initial Service Transition Plan with Equalis Group Members to efficiently and effectively complete the transition to the new Granite provided services.

Phase 2: Implementation and Execution

Sometimes referred to as the Build/Install/Test phase, Phase 2 generally includes all of the ordering activities, such as requesting the new access arrangements and configuring equipment. Testing occurs during this phase, and all aspects of the project are monitored for technical issues, technical or project risk, schedule, and cost.

The project schedule provides for regular reviews, and communication and reporting with the customer are ongoing.

Phase 3: Completion and Closure

The completion and closure phase is the final deployment period. During this phase, Granite presents and discusses all project documentation and customer inventory lists, and collects final reviews and surveys from Equalis Group Members on the project.

After implementation is complete, the project enters a sustainment phase, which features ongoing monitoring and maintenance, ongoing reporting, and periodic analysis and reviews to determine whether requirements exist for upgrades, service changes, or new technology implementation.

This process framework will enable Granite to provide the highest level of reliability and uninterrupted service on a 24x7x365 basis.

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION**PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION**

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE

☐ Yes ☒ No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE

☐ Yes ☒ No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE

☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB

☐ Yes ☒ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone

☐ Yes ☒ No

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency: _____

QUALIFICATION AND EXPERIENCE

PROPOSAL FORM 4: MANAGEMENT PERSONNEL

Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

EXECUTIVE CONTACT

Contact Person: Greg Giambalvo

Title: Vice President, Defense and Public Sector

Company: Granite Telecommunications, LLC

Address: 444 W Railroad Avenue, Suite 200

City: West Palm Beach State: FL Zip: 33401

Phone: (561) 868-8114 Fax: (833) 871-8320

Email: ggiambalvo@granitenet.com

ACCOUNT MANAGER / SALES LEAD

Contact Person: Amy Cordes

Title: Vice President, SLED

Company: Granite Telecommunications, LLC

Address: 4500 Ratliff Lane Suite 108

City: Addison State: TX Zip: 75001

Phone: (561) 868-8111 Fax: (833) 871-8320

Email: acordes@granitenet.com

CONTRACT MANAGEMENT

Contact Person: Ryan Goldrick

Title: Senior Director, Contracts & Proposals

Company: Granite Telecommunications, LLC

Address: 150 Newport Avenue Extension

City: Quincy State: MA Zip: 02171

Phone: (617) 837-5739 Fax: (866) 547-8957

Email: rgoldrick@granitenet.com

BILLING & REPORTING/ACCOUNTS PAYABLE CONTACT PERSON

Contact Person: Amy Archer



Title: Billing Manager

Company: Granite Telecommunications, LLC

Address: 100 Newport Avenue Extension

City: Quincy State: MA Zip: 02171

Phone: (617) 837-4095 Fax: (617) 328-0312

Email: govtbilling@granitenet.com

MARKETING

Contact Person: Lauren Grenier

Title: Marketing Director

Company: Granite Telecommunications, LLC

Address: 100 Newport Avenue Extension

City: Quincy State: MA Zip: 02171

Phone: (781) 884-5290 Fax: (833) 871-8320

Email: lgrenier@granitenet.com

RESUMES

RYAN GOLDRICK

Experience Summary

Mr. Goldrick has responded to audits by DCAA, DCMA, KPMG, and Sarbanes-Oxley, and documented the substance of discussions, agreements and results. He has interfaced with the highest level of customers and decision makers both internally and externally and acted as the primary interface with customer (US Government or higher-tier contractor) in fact-finding, audits, and formal contract/subcontract negotiations. He has assured compliance with applicable federal regulations and contract terms and conditions; solicited cost or pricing data required for disclosure to the customer in accordance with applicable federal regulations including the Truth In Negotiation Act; and reviewed contractual documents for accuracy, performance risk, and business team objectives prior to signature / acceptance. He has also served as a focal point with the Law, Finance, and other departments for resolution of problems regarding contract requirements, and managed contract and Company policy compliance.

Education

- MBA, Bryant University
- BS, Management, Lesley University
- Business Administration and Management, Bridgewater State College

Relevant Experience

Granite Telecommunications, LLC

March 2014 – Present

Director, Government Contracts

- Lead contracts and business development functions in successfully growing and managing Granite's Government business.
- Developed, implemented, and managed cross-functional processes and procedures to review solicitations prepare and submit proposals.
- Designed and managed a business opportunity pipeline including long term targets such as statewide contract schedules and other large IDIQ contracts, concurrently with bidding quick-turn opportunities competed full-and-open.
- Prepared responses to solicitations in the form of proposals and quotations.
- Provided contractual guidance to internal management including sales, finance, and program management.
- Worked with program management teams to assure compliance with contractual requirements during program execution and communicated contractual obligations to the account teams managing the installation and maintenance of the contracted telecommunications services.
- Coordinated with finance and business teams for resolution of contract issues and disputes.
- Managed the bid process and contract administration for multi-award indefinite delivery, indefinite quantity (IDIQ) contracts and fostered strategic relationships with government acquisition personnel.
- Reviewed solicitations and contractual instruments for internal bid / no-bid determination.

- Provided oversight and direction to new business pursuit/capture and associated contractual strategy.
- Assisted in identification, development and implementation of new contract/subcontract policies and processes.
- Lead in development and administration of business alliances and teaming agreements.

General Dynamics, C4 Systems
Contract Specialist, Staff

September 2004 – December 2013

- Two years of experience performing Termination for Convenience settlement activities under a complex \$700M contract with a large supplier base under various subcontract types.
- Prepared and negotiated cost and price based proposals within the business goals
- Responded to audits by DCAA, DCMA, KPMG, and Sarbanes-Oxley, and documented the substance of discussions, agreements and results.
- Interfaced with the highest level of customers and decision makers both internally and externally; acted as the primary interface with customer (US Government or higher-tier contractor) in fact-finding, audits, and formal contract/subcontract negotiations.
- Assured compliance with applicable federal regulations and contract terms and conditions.
- Solicited cost or pricing data required for disclosure to the customer in accordance with applicable federal regulations including the Truth In Negotiation Act.
- Reviewed contractual documents for accuracy, performance risk, and business team objectives prior to signature / acceptance.
- Acted as a focal point with the Law, Finance, and other departments for resolution of problems regarding contract requirements.
- Managed contract and Company policy compliance.
- Identified contractual process improvements.
- Assisted in new business pursuit and strategy; drafted and executed Non-Disclosure and Teaming agreements
- Managed contract change process and worked with Program management, Engineering, Finance and other disciplines to mitigate performance risk.
- Drafted and negotiated contractual instruments.
- Advised and supported business team on issues/developments relative to assigned contracts.
- Monitored program performance for scope changes and initiated appropriate contract actions.
- Provided guidance to and mentors less experienced contract professionals.

General Dynamics, C4 Systems
Plant Protection Officer

October 2000 – October 2004

**Imperial Pools Distribution Center
Warehouse - Common Carrier Shipping Coordinator**

May 1999 – September 2000

Certifications and Training

- Certified Federal Contract Manager (CFCM), NCMA
- Certified Professional Contracts Manager (CPCM), NCMA
- Master's Certificate, Federal Contracting, George Washington University

MATTHEW FORREST

Education

- BS, Business Administration. Northeastern University, D'Amore-McKim School of Business
- Associates of Science, Business Administration. Massasoit Community College

Relevant Experience

Granite Telecommunications, LLC

August 2015 – Present

Team Lead, Premier Accounts & Government Solutions

- Project Manager for the implementation of IT infrastructure.
- Manages B2B project objectives for large scale rollouts from orientation to execution.
- Manages financial objectives by forecasting requirements, preparing budgets, analyzing variances and implementing corrective actions.
- Coordinates all Data and Telephony Project Plans by assembling internal IT and Operations
- Manages the daily telephony needs of several high profile commercial and government accounts
- Assists sales team with bringing new customers into Granite culture, creating brand awareness and customer loyalties.
- Leads onsite customer meetings to solidify operational processes and expansion of partnership.

Common Mind

July 2014 – January 2015

Internet Marketing Analyst

- Managed Google AdWords accounts for several clients across various industries improving account metrics, such as cost-per-click, click-through-rate, and cost-per-conversion.
- Conducted keyword research using the Google Keyword Planner and SEMRush.
- Prepared weekly and monthly AdWords reports for clients.
- Assisted in the development of new reports and communications to aid performance analysis.
- Created internal reports to evaluate profit and loss on a client-by-client basis.

The Small Scale Sustainable Infrastructure Development Fund July 2013 – December 2013

Outreach Coordinator

- Assumed responsibilities of an Office Manager during an interim hiring period, maintaining office database and filing systems, providing daily general administrative support to the executive team, and supporting grant, contract and donation management through invoicing and tracking of payments worth around \$500,000.
- Increased S³IDF's awareness among target audiences by managing five marketing channels (Facebook, Twitter, Google+, LinkedIn, and S³IDF's blog).
- Analyzed the performance of S³IDF social media and digital marketing strategies using various social media applications and led weekly PR meetings to ensure efficient implementation of outreach and communication plans.
- Performed internal bookkeeping, conducted bank reconciliations, bill payment, and recording of donations and grant payments.
- Conducted and compiled research for S³IDF's Executive Director on project-specific topics relating to renewable technologies, donor regulations, and various financial models for the poor.

Leadership Experience

NU Entrepreneurs Club, Northeastern University
Director of Marketing

April 2013 – December 2014

- Led a marketing department comprised of four students, overseeing implementation of campaigns to reach 15k+ students across the university.
- Conducted outreach to various departments in the six colleges of Northeastern University to promote the club's weekly meetings that featured speakers from the Boston startup community (average of 170 attendees each week).
- Directly contributed to an increased membership base of students with non-business majors (Engineering, Computer Science, etc.) by 25%.

GREG GIAMBALVO**Experience Summary**

Greg Giambalvo has been working with Granite all of his career, helping to grow Granite from the ground up and leading the creation of the Government Department. With his expertise in the industry and company processes, Greg has pushed for Granite to become one of the leading telecommunications resellers in both the public and private sector. Greg and his teams are focused on bringing the best possible value to Granite's customers and ensuring that Granite's approach of "One Bill, One Contact" approach is embodied with every. Greg, with his longtime dedication and experience, encompasses all facets of Granite.

Relevant Experience**Granite Telecommunications, LLC****June 2002 – Present*****Vice President, Public Sector & Defense***

- Integral in the creation of the Granite Government team in 2012, founding initial team processes and practices.
- Provide business development support for the acquisition of many contracting vehicles such as VA NLEC, Navy BPA, CALNET, as well as numerous statewide vehicles throughout the country.
- Manage West-Palm Beach, FL. Sales Office, overseeing the day-to-day operations of 153 employees.
- Act as a point of escalation for customer issues, advising/providing guidance.
- Review solicitations for internal bid / no-bid determination.
- Generate customer intimacy with future customers and identify business opportunities including statewide contract schedules and other large IDIQ contracts.
- Provide business development guidance to internal management including sales, finance, and program management.
- Review complex and high-value proposals, with a focus on company history, experience, and support.

PROPOSAL FORM 5: REFERENCES AND EXPERIENCE QUESTIONNAIRE

Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the following information for each reference:

- a) Entity Name**
- b) Contact Name and Title**
- c) City and State**
- d) Phone Number**
- e) Years Serviced**
- f) Description of Services**
- g) Annual Volume**

REFERENCES

Although Granite does not have experience with Region 10 Education Service Center specifically, Granite services over 1.4 million voice and data lines across North America while consistently outscoring our competitors in Net Promoter Score (NPS) reviews. In 2017, Granite implemented the NPS system, which is an index ranging from minus (-) 100 to 100 that measures the willingness of customers to recommend a company's products or services to others. Each current customer is asked to consider and rate their experience with Granite's transition/implementation process, scheduling, billing, and customer service. Granite's current NPS is ranked 65 whereas its competitors' scores range anywhere from -8 to 35.

Reference 1: City of Quincy	
Entity Name	City of Quincy
Contact Name and Title	Eddie Phelan, IT Dept
City and State	Quincy, MA
Phone Number	(617) 376-1941
Years Serviced	3
Description of Services	POTs and SIP – over 400 POTs and 1200+ DIDs
Annual Volume	\$172,693.08

Reference 2: Long Beach Unified School District

Entity Name	Long Beach Unified School District
Contact Name and Title	Matt Woods, IT Director
City and State	Long Beach, CA
Phone Number	(562) 997-7576
Years Serviced	2
Description of Services	1700 POTS and LD, 1 fixed wireless circuit
Annual Volume	\$826,132.08

Reference 3: Wilson School District

Entity Name	Wilson School District
Contact Name and Title	Ryan Flitering
City and State	Reading, PA
Phone Number	(610) 670-0180 x1255
Years Serviced	1
Description of Services	POTS, LD
Annual Volume	\$17,415.12

Reference 4: Humble School District

Entity Name	Humble School District
Contact Name and Title	Johnny Glenn, IT Director
City and State	Humble, TX
Phone Number	(281) 641-8945
Years Serviced	1
Description of Services	1000+ POTS lines
Annual Volume	\$171,000.00

Reference 5: New Horizons Academy

Entity Name	New Horizons Academy
Contact Name and Title	Jonathan Thomas
City and State	Plymouth, MN

Reference 5: New Horizons Academy	
Phone Number	(763) 383-6252
Years Served	1.5
Description of Services	POTS, Access, HV, Mobility
Annual Volume	\$59,000.00

QUESTIONS

1. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:

Granite participates in many cooperative and government group purchasing organizations such as:

Region 15 Education Service Center/791 Purchasing Coop	US Educational Technology Purchasing Alliance (USETPA) Approved Vendor
NCPA	Pennsylvania Department of General Services COSTARS Approved Vendor
Virginia Broadband Services Contract	State of Louisiana State Implementation Plan (SIP)
Arkansas Broadband Services Contract	State of New York
South Carolina Local Telecommunications Services Contract	State of California Multiple Award Schedules (CMAS)
New Mexico Local Exchange Carrier Service	State of California (CALNET)
New Mexico Long Distance Service	Connecticut Fiber Libraries Consortium
Oklahoma Telecommunications Services	Massachusetts Higher Education Consortium (MHEC)
Louisiana Long Distance Services	Tennessee Department of Education
Vermont Telecommunications Services	
Illinois Ethernet Services	
South Carolina Ethernet Services	

2. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

In lieu of physical copies of all state licenses, Granite has included a table referencing our licenses from the Public Service Commission, Department of Revenue, and Secretary of State.

If a hard copy is needed before the commencement of work in a given state, Granite will provide the license as requested. Please see **Attachment C** for more information.

3. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Granite Telecommunications, LLC is a privately held company. As such, we do not share our pending litigation, major disputes, contract defaults, debarments, suspensions and/or claims against our company without the execution of a Mutual Non-Disclosure Agreement ("NDA"). Granite has submitted an NDA with our proposal as **Attachment A**. Upon receipt, Granite will promptly deliver hard-copies of the litigants involved, case number (if applicable), date the claim was filed, venue, current status and a full description, as requested.

4. Felony Conviction Notice – Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

VALUE ADD

PROPOSAL FORM 6: VALUE ADD QUESTIONNAIRE

Proposer must agree to work in cooperation with Region 10 ESC and the Equalis Group to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all current and potential Members. Proposer agrees to actively market in cooperation with Region 10 ESC and the Equalis Group all available services to current and potential Members.

1. Detail how your organization plans to market and promote this contract upon award.

Please refer to **Proposal Form 2, Company Profile, Question 8** regarding plans to market and promote this contract upon award. Granite has experience marketing many contracting vehicles, statewide and nationwide. Upon contract award, Granite is able to provide co-branded press releases, Master Service Agreement details and contact information for publication, and co-branded marketing material with Equalis Group. Granite also participates in national and regional conferences and will jointly attend networking with Equalis Group Members should it be requested.

2. Provide the number of sales representatives which will work on this contract and where the sales representatives are located.

Granite has approximately 85 representatives dedicated to working with State, Local, and Education customers. Equalis Group Members will have this team focused on assisting customers and ensuring that contract rates are offered wherever possible.

3. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Granite acknowledges and agrees to provide its company logo(s) to Region 10 Education Service Center and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions

4. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

In lieu of physical copies of all state licenses, Granite has included a table referencing our licenses from the Public Service Commission, Department of Revenue, and Secretary of State. If a hard copy is needed before the commencement of work in a given state, Granite will provide the license as requested. Please see **Attachment C** for more information.

5. Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

With its nationwide service area and extensive experience implementing service solutions in a variety of industry applications, Granite is well positioned to provide telecommunication services to Equalis Group Members. Granite will deliver the requested services through its agreements with a variety of Local Exchange Carriers (LECs) across the United States in addition to its own proprietary network, allowing for unsurpassed network to network integration across the United States. The telecommunication services that Granite can provide include as a minimum (but are not limited to):

✓ Dedicated Internet Access	✓ Broadband Internet Access
✓ Wi-Fi Services	✓ Plain Old Telephone Service (POTS)
✓ Mobility	✓ IP-Based Voice Solutions
✓ Managed Services	✓ SD-WAN
✓ MPLS	✓ Inside Wiring

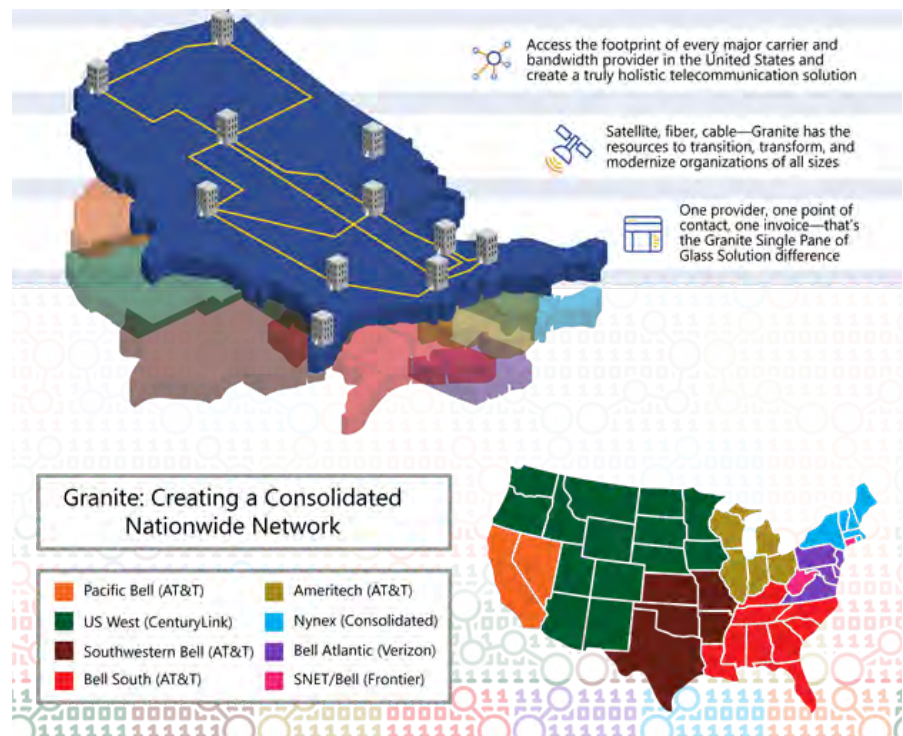
Because Granite provides both TDM-based Services and IP-based services, Granite's support platform is set up to facilitate a "like-for-like" transition of services or a transformation to next-generation services at the schedule and pace dictated by Equalis Group Members as time and budget allow. The value of this level of transition-transformation support is unsurpassed in the industry.

Granite also owns and operates a nationwide SIP-based platform that supports our SIP trunking services. The platform is based on the carrier-grade Metaswitch product line suite. Granite has deployed a complete voice switch cluster on both the East and West Coast. Our network design and geographically diverse data centers ensures that our proposed solution will provide an excellent service level by reducing hop counts and providing lower latency while minimizing packet loss. SIP service provided by Granite can be provisioned to support voice and data applications, fax, and alarms. Direct Trunk Overflow is available to redirect inbound calls should the primary SIP trunk be unavailable or full.

Granite will provide all necessary instruments and infrastructure needed to perform and provide service to requesting locations.

GRANITE'S LAYER 2 AND 3 BACKBONE NETWORK

Granite's backbone network features geographically diverse network Points-of-Presence (POPs) housed in secure SSAE 16-compliant data centers. Granite's POPs are connected by redundant and carrier-diverse multi-gigabit per second (Gbps) DWDM optical circuits to ensure maximum network availability. Granite has implemented full equipment redundancy throughout our



core network to eliminate single points of failure. Adding to our capacity, Granite's backbone network is joined through Network-to-Network Interfaces (NNIs) with the Layer 2 and Layer 3 networks of more than 30 different carrier partners, including AT&T, Verizon, CenturyLink, Global Capacity, and Windstream. This fully integrated network enables Granite to deliver on-

net Layer 2 and Layer 3 services transparently across a truly nationwide footprint, regardless of carrier.

Similar to its NNI agreements with national Layer 3 providers, Granite has formalized contractual agreements with SIP-based VoIP carriers such as Verizon, CenturyLink and Inteliquent (formerly Broadvox/Onvoy) that allow it to deliver next-generation voice services across its national footprint. As a certified CLEC, Granite fully complies with all federal and state mandates for number portability, and Granites' solutions provide full and transparent access and interoperability with the Public Switched Telephone Network.

CUSTOMER SERVICE

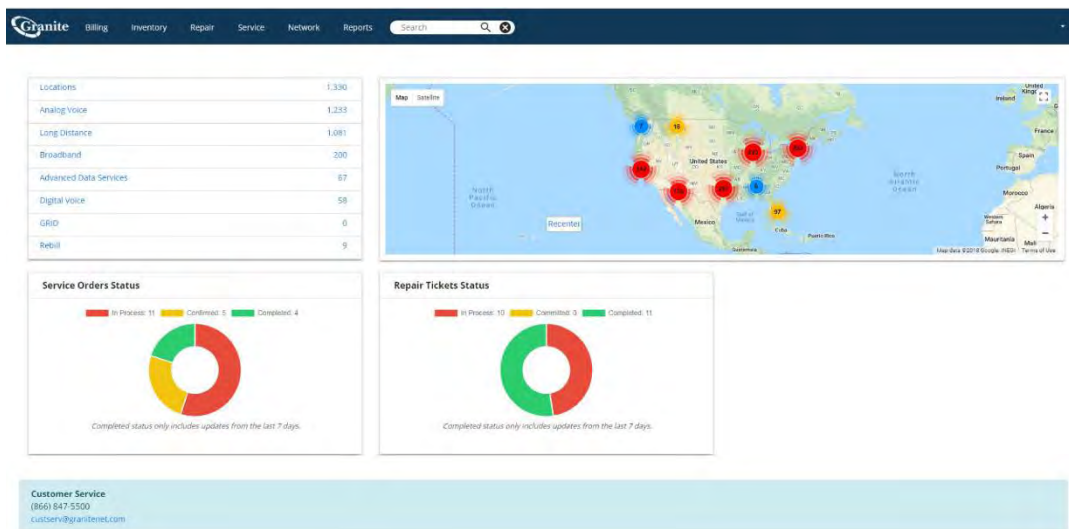
Granite provides superior customer support through our dedicated program management model, our Helpdesk, and our trained in-house customer service team available 24x7x365. Granite's "Premier" program management model has been a keystone commercial practice for over a decade and seamlessly fits the requirements and expectations of Equalis Group Members. Granite's Premier program first analyzes a customer's unique needs and telecommunications solutions and then assign a dedicated Account Manager for the duration of the contract. Granite also provides transparent, proactive support rather than the reactive, out-of-touch support provided by most service providers. Unlike the arduous touch tone menus, extended hold times, and off-shore call centers of other carriers, a member of Granite's college-educated customer service team based in Quincy, MA will answer the phone on average in less than ten (10) seconds. Representatives from Equalis Group Members are encouraged to call us at **866-847-5500** at any time to verify this unmatched availability.



SUPPORT SYSTEMS

Granite developed, owns, and operates a customer support system called *Rock Reports*. This proprietary portal is specifically designed to be user-friendly with our customers' needs in mind. The *Rock Reports* dashboard helps you see your most important data upfront while also allowing you to easily navigate to other valuable features, such as:

- **Products** – View your complete inventory by line item to include usage, charges, and discounts in a simplified and exportable format.
- **Documents** – An easy-to-use invoice management system that offers fully customizable reports, from broad, high-level summaries to granular reports on management or financial reporting needs. Want a different view? Granite will customize your billing free of charge.
- **Trouble Tickets** – Generate a trouble ticket online that is immediately directed to your dedicated Account Manager and Repair Team, who will begin working the issue immediately and keep you seamlessly informed during the resolution.



Granite's customer service portal *Rock Reports* is supported by our primary U.S.-based Network Operations Center (NOC), located in Quincy, MA. Our NOC is tasked with 24/7/365 monitoring of CPU & Memory Utilization of core network and Customer Premises Equipment (CPE), individual circuit packet loss, latency, device status, interface status, daily, weekly, monthly and trend analytics, real-time circuit bandwidth utilization, hardware health monitoring and incident management and troubleshooting. These functions, in conjunction with Granite's Managed LAN Service, provide network management support of Granite core and edge components as well as service-related equipment (SRE) and, as required, government-furnished equipment (GFE). The Granite NOC offers clear and definitive benefits such as rapid response, management of customer circuits, proactive monitoring and

immediate prioritization of trouble to ensure restoration of services, including dispatch and replacement of failed network components or CPE devices.

If an Equalis Group Member has an issue including technical difficulties, maintenance requests, or trouble with a line, the dedicated Premier Account Manager will open a trouble ticket and the entity's personnel will be able to monitor the progress of the open ticket in the *Rock Reports* dashboard. Since Granite works closely with its underlying carriers, the trouble ticket is quickly communicated with the carrier and a service support technician in the area will be deployed. The Premier Account Manager will keep the Equalis Group Member's personnel apprised of the situation and will be able to see updates within the *Rock Reports* dashboard. Granite provides proactive communication so that the Equalis Group Member will be provided with status updates regularly until a resolution has been reached.

OTHER REQUIRED PROPOSAL FORMS

PROPOSAL FORM 7: CLEAN AIR AND WATER ACT

PROPOSAL FORM 7: CLEAN AIR WATER ACT

I, The Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857 (h)), Section 308 of the Clean Water Act, as Amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment C, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Granite Telecommunications, LLC

Title of Authorized Representative: Rand Currier, Chief Operating Officer

Mailing Address: 100 Newfort Avenue Extension, Quincy, MA 02171

Signature: A handwritten signature in black ink, appearing to read "Rand Currier", is written over a thick yellow horizontal line.

PROPOSAL FORM 8: DEBARMENT NOTICE

PROPOSAL FORM 8: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Granite Telecommunications, LLC

Title of Authorized Representative: Rand Currier, Chief Operating Officer

Mailing Address: 100 Neward Avenue Extension, Quincy, MA 02171

Signature: 

PROPOSAL FORM 9: LOBBYING CERTIFICATION

PROPOSAL FORM 9: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

July 6, 2021

PROPOSAL FORM 10: CONTRACTOR CERTIFICATION REQUIREMENTS**PROPOSAL FORM 10: CONTRACTOR CERTIFICATION REQUIREMENTS****Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (INA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employees, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

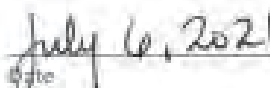
Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.


Signature of Respondent
Date

PROPOSAL FORM 11: ANTITRUST CERTIFICATION STATEMENTS

PROPOSAL FORM 11: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR: Granite Telecommunications, LLC

ADDRESS: 100 Newport Avenue Extension

Chicopee, MA 02171

PHONE: (860) 847-1500

FAX: (833) 871-8320

RESPONDENT

Sundaram

Sundaram

Printed Name

Chief Operating Officer

Position with Company

AUTHORIZING OFFICIAL

Sundaram

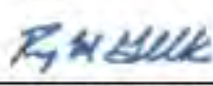
Sundaram

Printed Name

Chief Operating Officer

Position with Company

PROPOSAL FORM 12: IMPLEMENTATION OF HOUSE BILL 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																					
		1 of 1																					
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																					
1. Name of business entity filing form, and the city, state and country of the business entity's place of business. Granite Telecommunications, LLC Quincy, MA United States		CERTIFICATION OF FILING Certificate Number: 2021-775913 Date Filed: 07/08/2021 Date Acknowledged:																					
2. Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Region 10 Education Service Center																							
3. Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. R10-1120 Communications Products & Service																							
4	Name of interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; padding: 2px;">Controlling</th> <th style="text-align: center; padding: 2px;">Intermediary</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 2px;">X</td> <td style="text-align: center; padding: 2px;"></td> </tr> <tr> <td style="text-align: center; padding: 2px;">X</td> <td style="text-align: center; padding: 2px;"></td> </tr> <tr><td style="text-align: center; padding: 2px;"></td><td style="text-align: center; padding: 2px;"></td></tr> <tr><td style="text-align: center; padding: 2px;"></td><td style="text-align: center; padding: 2px;"></td></tr> <tr><td style="text-align: center; padding: 2px;"></td><td style="text-align: center; padding: 2px;"></td></tr> <tr><td style="text-align: center; padding: 2px;"></td><td style="text-align: center; padding: 2px;"></td></tr> <tr><td style="text-align: center; padding: 2px;"></td><td style="text-align: center; padding: 2px;"></td></tr> <tr><td style="text-align: center; padding: 2px;"></td><td style="text-align: center; padding: 2px;"></td></tr> <tr><td style="text-align: center; padding: 2px;"></td><td style="text-align: center; padding: 2px;"></td></tr> </tbody> </table>	Controlling	Intermediary	X		X															
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	Curtier, Rand	Quincy, MA United States																					
	Hale, Jr, Robert	Quincy, MA United States																					
5. Check only if there is NO interested Party. <input type="checkbox"/>																							
6. UNSWORN DECLARATION My name is <u>Ryan Goldrick</u> , and my date of birth is <u>March 10, 1980</u> . My address is <u>100 Newport Avenue Extension</u> , <u>Quincy</u> , <u>MA</u> , <u>02171</u> , <u>USA</u> . <small>(street) (city) (state) (zip code) (country)</small> I declare under penalty of perjury that the foregoing is true and correct. Executed in <u>Norfolk</u> County, State of <u>MA</u> , on the <u>8</u> day of <u>July</u> , 20 <u>21</u> . <small>(month) (year)</small> <div style="text-align: center; margin-top: 20px;">  _____ Signature of authorized agent of contracting business entity <small>(Declaration)</small> </div>																							

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V1.1.cetfd98a

PROPOSAL FORM 13: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**PROPOSAL FORM 13: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION****BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree?


(Initials of Authorized Representative)**TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10-ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10-ESC that it is not a listed company under any of those Texas Government Code provisions. Respondents must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10-ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree?


(Initials of Authorized Representative)

PROPOSAL FORM 14: RESIDENT CERTIFICATION

PROPOSAL FORM 15: FEDERAL FUNDS CERTIFICATION FORM

PROPOSAL FORM 15: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific Federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree?

PC
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree?



(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1864-1965 Comp., p. 399), as amended by Executive Order 11275, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree?



(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.dwdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(-36)-25 of 46

Does vendor agree? 

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? 

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? 

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended -Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? 

Page 26 of 46

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1960 Comp. p. 189) and 12689 (3 CFR Part 1969 Comp. p. 235). "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree?

PC

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) – Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree?

PC

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery.

(Page 27 of 46)

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree?

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See: 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree?

(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree?

(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree?

(Initials of Authorized Representative)

14. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree?

Page 28 of 46

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Granite Telecommunications LLC

Company Name

Signature of Authorized Company Official

Blank Contact

Printed Name

Chief Operating Officer

Title

July 6, 2021

Date

PROPOSAL FORM 16: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**PROPOSAL FORM 16: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-390, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Signature of Respondent

July 16, 2021
Date

PROPOSAL FORM 17: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

PROPOSAL FORM 17: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Granite Telecommunications, LLC

Street: 100 Newport Avenue Extension

City, State, Zip Code: Cherry, MA 02171

Complete as appropriate:

I, _____, certify that I am the sole owner of _____ that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, Rand Currier, a partner in Granite Telecommunications, LLC, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
<u>Robert Hale Jr. and Family</u>	<u>100 Newport Avenue Extension, Cherry, MA 02171</u>	<u>> 50%</u>

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature and Title

July 6, 2021
Date

PROPOSAL FORM 18: NON-COLLUSION AFFIDAVIT

PROPOSAL FORM 18: NON-COLLUSION AFFIDAVIT

Company Name: Granite Telecommunications LLC

Street: 100 Newport Avenue Extension

City, State, Zip Code: Quincy, MA 02171

Commonwealth of Massachusetts

County of Suffolk

I, Rand Currier of the Quincy
Name City

in the County of Norfolk State of Massachusetts of full
age, being duly sworn according to law on my oath depose and say that:

I am the Chief Operating Officer of the firm of Granite Telecommunications LLC
Title Company Name:

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

Granite Telecommunications LLC
Company Name

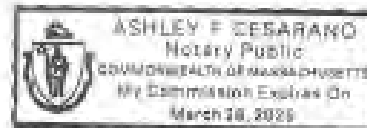
Authorized Signature & Title

Subscribed and sworn before me

this 6 day of July 2021

Ashley F. Cesarano
Notary Public of Massachusetts
My commission expires March 28, 2025

SEAL



PROPOSAL FORM 19: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

PROPOSAL FORM 19: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Granite Telecommunications, LLC

Street: 1011 Newport Avenue Elizabeth

City, State, Zip Code: Quincy, NJ 02171

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education _____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature and Title

July 6, 2021
Date

P.L. 1975, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations; and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in black ink, written over a yellow horizontal line. The signature is stylized and appears to be "R. J. [unclear]".

Signature of Procurement Agent

Form AA202
Rev 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT: READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE FORM MAY RESULT IN THE REQUIRED \$250.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, (RACE & ETHNICITY) FOR EMPLOYERS NOT RESPONDING TO THE FEES FOR THE REPORT.

SECTION A - COMPANY IDENTIFICATION

1. (FED ID OR SOCIAL SECURITY #) 048543290

2. TYPE OF BUSINESS
☐ 1. MFG. ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☒ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 2001

4. COMPANY NAME
GRANITE TELECOMMUNICATIONS, LLC

5. STREET CITY COUNTY STATE ZIP CODE
100 NEWPORT AVENUE EXT QUANCY NORFOLK MA 02171

6. NAME OF PARENT OR AFFILIATED COMPANY IF NONE (SEE INSTRUCTIONS) CITY STATE ZIP CODE

7. CHECK ONE: IS THIS COMPANY
☐ SINGLE ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, ENTER THE NUMBER OF ESTABLISHMENTS IN MA 0

9. TOTAL NUMBER OF EMPLOYEES AT THIS ESTABLISHMENT WHICH HAS BEEN AWARD THE CONTRACT 0

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

11. DATE RECEIVED EVALUATION DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR QUARTERLY PAYROLL. Enter the appropriate figures in the table and in the totals. Report all employees in a particular category - extra work include ALL employees who perform the same or similar work as in categories 1, 2, & 3. DO NOT SUMMAY AVOID REPORT

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT AND TEMPORARY EMPLOYEES PERMANENT									
	COL 1 TOTAL (Job 3.63)	COL 2 SEALF	COL 3 TOTALS	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC
Executive Managers	307	321	86	14	5		19	191	5			10	71
Professionals	154	361	94	21	12		34	192	12	3		18	60
Technicians	21	21	61	3			1	17					
Sales Workers	646	366	50	14	10		4	352	1	3		1	46
Office & Clerical	399	630	380	62	38	5	62	623	67	16		50	234
Craftspeople (Crafted)													
Operators (Semi-skilled)													
Laborers (Unskilled)													
Service Workers	2	2	0					2					
TOTAL	2129	1531	595	134	73	5	132	1169	85	34		79	450
Total employment from previous report (if any)	2001	1444	590	130	69	6	138	1140	89	36		82	395

The data below shall NOT be included in the figures for the appropriate categories above:

REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC	REL-DC

13. HOW WAS INFORMATION ON RACE OR ETHNICITY OBTAINED?
☐ 1. Visual Survey ☒ 2. Employee Record ☐ 3. Other (Specify)

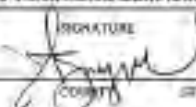
14. IS THIS THE FIRST Employee Information Report Submitted?

15. REPORT DATE LAST REPORT SUBMITTED
 MO. DAY YEAR
 06 16 2020

16. DATE OF THIS REPORT
 From 06/17/2021 To 06/17/2021

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (Print Name)
SARAH NGUYEN

SIGNATURE


TITLE
ANALYST II

DATE
MO. DAY YEAR
06 17 2021

18. ADDRESS (No. and Street) CITY COUNTY STATE ZIP CODE PHONE AREA CODE NO. EXTENSION
100 NEWPORT AVENUE EXT QUANCY NORFOLK MA 02171 617 887 3174



PROPOSAL FORM 21: STOCKHOLDER DISCLOSURE FORM

(Please note that Granite Telecommunications, LLC is a privately held company and does not have stockholders.)

PROPOSAL FORM 21: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☐ Corporation

☒ Limited Liability

☐ Subchapter S

Corporation

Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2____	
(Notary Public)	(Affiant)
My Commission expires:	(Print name & title of affiant)
	(Corporate Seal)

PROPOSAL FORM 22: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

PROPOSAL FORM 22: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 23: EQUALIS GROUP ADMINISTRATION AGREEMENT

PROPOSAL FORM 23: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

- ☒ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 24: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

PROPOSAL FORM 24: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page by page and line by line the parts of the response which it believes are exempted from disclosure. In addition, the Respondent must specify which exemption(s) are applicable and provide detailed reasons to substantiate the exemption(s). Respondent must provide this information on the "Acknowledgment and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exemption(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned-vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from the procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (Additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. (Note: If information believed to be a trade secret or proprietary must be listed below. If it further is determined that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page by page and line by line the parts of the response which it believes are exempted. In addition, Respondent must specify which exemption(s) are applicable and provide detailed reasons to substantiate the exemption(s).)

Date July 6, 2021


Authorized Signature & Title

PROPOSAL FORM 25: VENDOR CONTRACT AND SIGNATURE FORM

14. CONTRACT SIGNATURE FORM

Please note: This signature page will replace the signature page provided in Section 2. Please sign this version and submit it with your response.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions of the prices proposed within response unless noted to writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared the proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM AS PROVIDED IN SECTION 2 COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Granite Telecommunications, LLC
Address 100 Newport Avenue Extension
City/State/Zip Quincy, MA 02171
Telephone No. (866) 847-1500
Fax No. (833) 871-8320
Email address govtproposals@granitenet.com
Printed name Band Currier
Position with company Chief Operating Officer
Authorized signature 

Prices are guaranteed: 120 days

Term of contract September 1, 2021 to August 31, 2024

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number

Page 13 of 25

ATTACHMENT A

GRANITE TELECOMMUNICATIONS, LLC
NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is made and entered into by and between Granite Telecommunications, LLC, a Delaware limited liability company (referred to herein as "Granite") and _____ (referred to herein as "Company") (Granite and Company each being referred to as a "Party" or together as the "Parties"). The terms "Recipient" and "Discloser" used throughout this Agreement refer to either Granite or Company, as the case may be. The effective date of this Agreement shall be the later of the days set forth by the undersigned below (the "Effective Date").

RECITALS

Whereas, the Parties intend to engage in discussions concerning a potential business relationship (the "Proposed Relationship"); and

Whereas, in connection with the Proposed Relationship it may be necessary for each Party, as Discloser, to provide to the other, as Recipient, certain information (the "Information"), including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating the Proposed Relationship;

Now therefore, in consideration of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Discloser's Information. Information may include, but is not limited to, intellectual property, trade secrets, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers or agents, and also includes the fact that such information has been provided by the Discloser, the fact that the parties are discussing the Proposed Relationship and any terms, conditions or other facts with respect to the Proposed Relationship (collectively "Discloser's Information"). Information provided by one party to the other before execution of this Agreement and in connection with the Proposed Relationship is also subject to the terms of this Agreement. "Affiliates" means any company owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto or under common ownership, in whole or in part, with a party, unless such Affiliate is in competition with the Discloser.

2. Non-Disclosure Obligation. Unless otherwise agreed to in writing by the Discloser, Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted in this Agreement. Recipient agrees:

- (a) not to disclose the Information for a period of three (3) years following the Term of this Agreement (excepting trade secrets which Recipient will not disclose at any time during the Term of this Agreement or following the Term of this Agreement);
- (b) to use the same degree of care and diligence to protect Information from use, distribution or disclosure to others as Discloser employs or should reasonably employ to so protect its Information (but in no event less than reasonable care);
- (c) not to use, reproduce or copy the Information, in whole or in part, except as necessary for the evaluation or conduct of the Proposed Relationship;

- (d) to immediately notify the Discloser upon discovery of any loss or unauthorized disclosure of the Information by the Recipient.

Notwithstanding the foregoing, the Recipient may disclose the Information to such of the Recipient Party's employees, consultants and agents (collectively "Recipient's Representative") which the Recipient reasonably and in good faith believes are needed to be involved in the evaluation or performance of the Proposed Relationship, provided such Recipient's Representative is informed of this Agreement and agrees to be bound by the terms hereof, and the Recipient uses best efforts to cause the Recipient's Representative to observe the terms and conditions of this Agreement. The Recipient agrees that a breach of this Agreement by a Recipient's Representative shall constitute a breach of this Agreement by the Recipient.

3. Designation of Information. All Information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and/or proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and/or proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and/or proprietary notice and provided to Recipient within thirty (30) calendar days after such disclosure. Notwithstanding the foregoing, the Parties agree that any failure to mark documents or reduce oral disclosures to writing shall not alleviate the Receiving Party of its obligations under this Agreement if the disclosed Information would reasonably be considered confidential based upon the nature of the information or the circumstances surrounding its disclosure.

4. Public Information. Discloser's Information does not include:

- (a) any information publicly disclosed by Discloser;
- (b) any information Discloser in writing authorizes Recipient to disclose without restriction;
- (c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential;
- (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or
- (e) any information Recipient independently develops without use of or reference to Discloser's Information.

5. Mandatory Disclosure. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to seek an appropriate protective order or to take steps to protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

6. Copies, etc. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original.

7. Ownership; Return of Information. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

8. **Privacy.** Recipient will not identify Discloser, its Affiliates or any other owner of Information in any advertising, sales material, press release, public disclosure or publicity without prior written authorization by Discloser. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.

9. **Term.** The term of this Agreement and the Parties' obligations hereunder commence on the Effective Date and extend with regard to all Information until three (3) years after the date of final disclosure of Information hereunder. Thereafter, the parties' obligations hereunder survive and continue in effect in accordance with Section 2 of this Agreement and/or indefinitely with respect to any Information that is a trade secret under applicable law.

10. **No Commitment.** This Agreement is not a commitment by either Party to enter into any transaction or business relationship, nor is it an inducement for either Party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both Parties.

11. **No Additional Rights.** The Recipient shall not have any rights or obligations respecting the Information other than those specifically set forth in this Agreement. Without limiting the generality of any other provision of this Agreement: no license is hereby or otherwise granted, directly or indirectly, under any patent, copyright or other proprietary right of the Discloser or its third party vendors.

12. **Injunctive Relief.** Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

13. **Assignment.** The rights and obligations of each Party under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the consent of the other Party. This Agreement is binding upon and inures to the benefit of the Parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

14. **Waiver.** No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege. A Party may waive any rights under this Agreement only by written waiver duly signed by such Party.

15. **Severability.** If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.

16. **Headings.** Headings used herein are for reference and convenience only, and shall not be part of this Agreement and shall not define or limit any of the terms or conditions of this Agreement, or be used in the interpretation hereof.

17. **Choice of Law.** This Agreement shall be deemed executed in the Commonwealth of Massachusetts, and is to be governed and construed by Massachusetts law, without regard to its choice of law provisions. The parties agree that jurisdiction and venue for any action to enforce this Agreement are properly in the applicable federal or state court for Massachusetts.

18. Other Provisions. The Parties further agree that: (a) no provision of this Agreement shall affect, limit or restrict either Party's right to engage in any business in any place and at any time, whatsoever, provided the Recipient does not use, reproduce, copy or disclose the Information in violation of this Agreement, and (b) neither Party makes any representations or warranties as to the accuracy or completeness of any Information disclosed hereunder;

19. Notices. All notices, requests or other communications given hereunder shall be in writing and addressed to the Parties as follows:

If to Granite: Granite Telecommunications, LLC
100 Newport Avenue Ext.
Quincy, MA 02171
Attn: Legal Department

If to Company: _____

Either Party may change its designated address and/or addressee by giving notice as provided herein. All notices, requests or other communications addressed in accordance with this Agreement shall be effective when received.

20. Entire Agreement. This Agreement is the entire agreement between the Parties hereunder and may not be modified or amended except by a written instrument signed by both parties. Each Party has read this Agreement, understands it and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

Granite Telecommunications, LLC

By: _____

By: _____

Name: _____
(Print)

Name: Rand Currier
(Print)

Title: _____

Title: Chief Operating Officer

Date: _____

Date: 05 March 2018

ATTACHMENT C

State	Public Service Commission	Department of Revenue	Secretary of State
AL	04-3643290	UGR720002261	N/A
AK	N/A	N/A	File# 800015356
AZ	04-3643290	07-692165-Z	File# R-1089020-0
AR	04-3643290	00264382SLS	File# 002228
CA	U-6842 (Non Wireless), U-4353 (Wireless), U- 1354 (VoIP)	SCOHB101-272386	File# 200317210213
CO	07-73622	07-73622-0000	Entity# 20031251932
CT	04-3643290	0534743-000	Business# 756340
DC	04-3643290	350000063105	File# L15776
DE	04-3643290	04-3643290	File# 3509271
FL	TX685	788-013891359-8	Document# M02000001098
GA	04-3643290	20014441368	Control# 0220666
HI	04-3643290	GE-150-616-6784-01	File# 25950C6
ID	04-3643290	002701116-S	W54181
IL	04-3643290	39615871	File# 00979422
IN	04-3643290	116971754001	File# 2003080500409
IA	04-3643290	2-00-148331	ID# 282858
KS	04-3643290	004-043643290F-01	ID# 3506227
KY	04-3643290	243871	ID# 0576185
LA	04-3643290	0023748	Charter# 35260111 Q
MA	04-3643290	043-643-290	ID# D23H90
MD	04-3643290	12332083	ID# z06808968
ME	04-3643290	3001516	Charter# 20020294FC
MI	04-3643290	U043643290	ID# B9378F
MN	04-3643290	6741716	File# 588959-2
MS	04-3643290	041-24747-9	ID# 716471
MO	04-3643290	18653201	Charter# FL0534647
MT	04-3643290	4191404	Document# 422025

State	Public Service Commission	Department of Revenue	Secretary of State
NE	04-3643290	001-009214208	N/A
NV	04-3643290	1001337492	File# 11698-0
NH	04-3643290	04-3643290	ID# 400954
NM	04-3643290	02-966655-00-4	File# 2368660
NC	04-3643290	600374573	ID# 0629316
ND	04-3643290	17189200	ID# 19529700
NY	04-3643290	043643290	ID# 3bt-taf
NJ	04-3643290	043-643-290-000	File# 0600139584
OH	04-3643290	89479394	N/A
OK	STT-10272908-05	521054	File# 3712013663
OR	04-3643290	164838-93	Registry# 164838-93
PA	04-3643290	82915848	ID# A311204
RI	04-3643290	04364329000	ID# 000124418
SC	04-3643290	099325484	ID# 07179
SD	04-3643290	1010-6087-ST	ID# FL001736
TN	04-3643290	785167400	Control# 431411
TX	04-3643290	1-04-3643290-9	ID# 60559
UT	04-3643290	11797841-002-STC	Entity# 6172955-0161
VA	04-3643290	12-043643290F-001	ID# T021000-7
VT	04-3643290	450-043643290F-01	File# L0005695
WA	04-3643290	A09330217	UBI # 602317033
WI	2312	456-0001401434-02	ID# g038437
WV	04-3643290	43643290001	ID# 209745
WY	04-3643290	24014482	ID# 2012000593439

Nationwide Services Notes:

1. Prices are subject to pre-qualification of sites to determine service availability.
2. Internet Service will be delivered via Digital Subscriber Line (DSL), Cable Broadband, or FTTX.
3. The following minimum requirements for quantity and coverage area apply to be eligible to order the Nationwide Service.
 - A. Minimum order quantity: 200 Circuits
 - B. Minimum coverage area: 11 States
 - C. 4. Minimum contract term is 1 year.
 - D. Maximum allowable service relocations within 12 months shall be limited to 10% of total inventory.

Additional Notes:

1. Speeds are listed by download speed / upload speed
2. Prices are subject to change if construction is necessary to deliver the requested service.
3. Granite will waive its Carrier Surcharge Recovery Fee for all to all Hi-CAP circuits/services delivered by Covad, Verizon, AT&T or CenturyLink.
4. Prices exclude modem and router costs, which vary based on customer specifications and models.
5. Prices exclude applicable taxes, fees and surcharges in accordance with applicable law, tariff or regulatory provisions.

Prices are subject to pre-qualification of sites to determine service availability.

If applicable, T-1 Mileage shall be the total miles between the service location and the serving central office.

CableVision FootPrint - Colorado, Connecticut, Montana, New Jersey, New York, Utah, Wisconsin

Charter FootPrint - Alabama, California, Connecticut, Georgia, Illinois, Louisiana, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, North Carolina, Oregon, South Carolina, Tennessee, Texas, Vermont, Virginia, Washington, Wisconsin.

Comcast FootPrint - Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin.

Cox FootPrint - Arizona, Arkansas, California, Connecticut, Florida, Georgia, Idaho, Iowa, Kansas, Louisiana, Massachusetts, Nebraska, Nevada, Ohio, Oklahoma, Rhode Island, Virginia

TimeWarner FootPrint - Kentucky, Maine, New York, North Carolina, Ohio, South Carolina, Texas, Wisconsin

AT&T pricing applies to AT&T Ethernet CLLIs

Verizon pricing applies to AT&T Ethernet CLLIs

Definitions and Abbreviations:

DIA - Dedicated Internet Access

DID - Direct Inward Dialing, ability of a caller outside of company to call an extension directly

“Dynamic - Internet Protocol” address that changes each time you connect to the Internet

PRI - Primary Rate Interface, ISDN version of a T1

“Static - Internet Protocol” address that does not change and that is unique to the user

TDM - Time-division multiplexing

1. Locations are subject to pre-qualification to determine service availability.
2. Prices do not include Taxes, Fees, and Surcharges.
3. Prices assume Plain Old Telephone Service (POTS) on Granites wholesale platform and include all standard features (i.e., Anonymous Call Rejection, Billed Number Screening, International Call Blocking, Busy Line/Call Transfer, Call Blocking, Call Forwarding, Call Return/Repeat Dial, Call Selector, Call Trace, Call Waiting, Caller ID,

Caller ID Name delivery, Hunting, Repeat Dialing, Three-way Calling, Touchtone, Unlimited *66 Repeat Dialing).

4. Non-published or additional listings may be added for an additional monthly recurring charge of \$4.50 per line.
5. Voicemail may be added for an additional monthly recurring charge of \$7.00 per line.
6. For services in resale or remote areas, additional surcharges in an amount of \$9.99 each may apply.
7. For Centrex Service, additional surcharges in an amount of \$8.99 each may apply.
8. Volume and location discounts may apply and shall be determined on an individual case basis (ICB).
9. For services outside of Granite's service area, Granite may re-bill and manage the line at a monthly fee of \$9.95 per line.

Supplier is providing "ceiling" or "not to exceed" rates with percentage discounts applied by line item for all products and services. When members request a quote, they will receive the percentage discount reflected on any hardware, equipment or service at a minimum; plus any additional discounts that Supplier is able to apply at the time of request for quote. Additional discounts will be applied on a case by case basis and are determined by a number of different factors, such as:

- Service location and availability
- Quantity of product or service ordered
- Type and complexity of solution
- Expected timeframe for installation
- Term of service being ordered

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into by and between **Granite Telecommunications, LLC**, a Delaware limited liability company, with its principal place of business at 100 Newport Avenue Ext., Quincy, MA 02171 ("Granite") and [REDACTED], a [REDACTED] with its principal place of business at [REDACTED] ("Customer," and together with Granite, each a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, Granite provides telecommunications and data services, and related products and services, including local exchange telecommunications services through electronic bonding with incumbent underlying carriers using commercial wholesale platforms and other Providers;

WHEREAS, Customer wishes to obtain Services from Granite; and

WHEREAS, the Parties wish to set forth the terms and conditions under which Customer may, from time to time, order Services from Granite.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions; Interpretations.

1.1 Definitions. Except as otherwise defined herein, capitalized terms shall have the meanings ascribed to them as set forth in Attachment A, attached hereto and incorporated herein, or the applicable Service Schedule, or the applicable Additional Terms of Service. Words or expressions not defined are to be construed as having the meaning generally attributed to them in the telecommunications industry. All capitalized terms defined in this Agreement include the plural as well as the singular.

1.2 Attachments. As of the Effective Date, the following Attachments are attached hereto and incorporated herein:

- (a) Attachment A - Definitions
- (b) Attachment B - Escalation Procedures
- (c) Attachment C – Commercial Account Form and Letter of Agency (Multi-Services) ("LOA")

1.3 Service Schedules. As of the Effective Date, the following Service Schedule(s) are attached hereto and incorporated herein:

- (a) Service Schedule A – POTS Services
- (b) Service Schedule B – Broadband Services
- (c) Service Schedule C – Access Services
- (d) Service Schedule D – VoIP Services
- (e) Service Schedule E – Mobility Services
- (f) Service Schedule F – Granite Grid Services
- (g) Service Schedule G – Managed Services
- (h) Service Schedule H – Network Integration Services

1.4 Interpretation. In the event of any inconsistencies between the documents comprising this Agreement, and only to the extent of such inconsistencies, the interpretation of this Agreement shall be controlled by the following order of precedence (from the most to the least controlling): (a) any applicable filed and effective tariff and/or service guide, if any; (b) the applicable Service Schedule; (c) the applicable Additional Terms of Service; (d) the terms and conditions of this Agreement; ; and (e) the provisions of Service Order Documents (including quotes) and/or other written document(s) accepted by Granite. This order of precedence notwithstanding, terms and

conditions including pricing contained in any other writing will be controlling, if specific agreement language permits.

2. Agreement to Provide Services.

2.1 Services. Subject to the terms and conditions of this Agreement, and in consideration of the payments for such Services ordered by Customer in accordance with the applicable Service Schedule(s) attached hereto or otherwise agreed to by the Parties or Service Order Documents, Customer has agreed to purchase, and Granite shall provide, the Services in accordance with this Agreement. Granite shall be responsible for the performance of all of its obligations under this Agreement, including those that it performs through Providers and other subcontractors. Customer may designate Authorized Users for the Services at the Rates and Charges and on the terms and conditions set forth in this Agreement. Customer shall be financially responsible for any Authorized User's purchase and use of Services. Unless otherwise consented to by Granite, Services may only be used by Customer, Authorized Users and their respective end users and may not be resold. Customer is solely and entirely responsible for the management and backup of all of Customer's data, and all updates, upgrades, and patches to any software that Customer uses in connection with Services. All Services are for Customer's own commercial use only and are not for resale.

2.2 Minimum Commitment. Except as otherwise provided for in a Service Schedule, any Additional Terms of Service or Service Order Documents, nothing in this Agreement shall be construed as obligating Customer to order any particular minimum volume of Services.

2.3 Additional Terms of Service. Certain Services including, without limitation, Broadband Services, Access Services, VoIP Services, Granite Grid Services, Managed Services and Network Integration Services may be subject to additional terms and conditions (including, without limitation, initial minimum Service Terms and Early Termination Fees) as referenced in the applicable Service Schedules, Additional Terms of Service, specific Service Order Documents for such Services and/or other writings accepted by Granite.

2.4 Customer Authorization. Customer hereby (a) engages Granite and/or its affiliates to provide Services as set forth in the Service Schedule(s), Service Order Document(s) or as Customer may order from time to time; and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting and/or maintaining Services, including ordering, changing and/or maintaining such Services, and to do such other things reasonably necessary to provide such Services and as Customer may from time to time request.

2.5 Equipment.

(a) Customer shall procure and make available to Granite, at Customer's locations where Services are provided, at Customer's sole cost and expense, adequate space, continuous electrical service (AC power) to Customer Premise Equipment ("CPE") and HVAC for CPE. Unless Customer engages Granite to provide specific additional services, Customer shall be solely and exclusively responsible for all CPE maintenance, configuration, management and/or support and Granite will have no obligation to install, maintain, or repair CPE unless otherwise specified in the applicable Service Schedule or Service Order Document. Notwithstanding, in response to Customer's request, Granite may replace failed CPE. Customer will be invoiced for such replacement CPE and shipping. In the event that the CPE failure is covered by manufacturer warranty, Granite shall issue a credit for the invoiced replacement CPE proportionate to the manufacturer warranty coverage.

(b) In the event that Customer does not satisfy payment obligations and commitments associated with CPE, Granite reserves the right to (a) require Customer to return such CPE to Granite in good condition, ordinary wear and tear excepted, otherwise Customer shall be liable for the replacement cost of such CPE plus a restocking fee; and/ or (b) require Customer to pay an amount equal to or less than the outstanding payment obligations for such CPE. CPE not used in the design and/or implementation of Services and returned to Granite or returned to Granite as a result of cancellation and/or early termination of Services is subject to a restocking fee.

(c) CPE provided as part of the Services shall solely carry the manufacturer's warranty and shall not be covered under any other Granite warranty or representation.

(d) CPE risk of loss shall pass to Customer upon shipment from origin. Shipments shall be performed at then standard common carrier rates for two-day standard shipping unless otherwise agreed between the Parties. Customer will be invoiced for all shipping costs. Granite will use reasonable efforts to provide Customer with updates regarding common carrier delays.

2.6 Provisioning of Services.

(a) Customer, at its own expense, shall secure throughout the Service Term any easements, leases, licenses or other agreements necessary to allow Granite to use pathways into and in each building at which Customer's or its end user's premises is located, to the Demarcation Point. Such access rights shall grant to Granite the right, without the requirement of notice, to access such premises during business hours of each location and as otherwise reasonably requested by Granite to install, maintain, repair, replace and remove any and all equipment, cables or other devices Granite deems necessary to provide Services. Granite, its employees, contractors and/or agents shall have access to any facilities at Customer premises. Notwithstanding anything to the contrary herein, Granite shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer (including, but not limited to, the failure to provide Granite prompt access) and/or caused by any notice or access restrictions or requirements. Unless Customer engages Granite to provide specific additional services, Customer is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

(b) Granite may reject any order for Services that is not in accordance with the provisions of this Agreement or if Granite is unable to provision such Services as ordered.

(c) Granite is not responsible for loss of income or time due to an order not being completed within the time frame desired, service outages, missed appointments, and/or trouble ticket dispatches. Granite is not responsible for any delays in provisioning or failures of Services related to inaccurate information provided by Customer and/or changes in Customer's network that are not communicated to Granite.

(d) Should a new order be placed for a Service, a Provider may find it necessary to migrate services from Customer's former service provider in order to complete Customer's installation. This may occur without warning during the course of Customer's order. Customer is ultimately responsible for identifying this prior to initial order placement as well as handling any outstanding contractual obligations with Customer's former service provider.

(e) An individual, who is authorized and has the capacity to act on behalf of the Customer, must be present to grant access so that the technician can complete his/her work. In the event that there is no such individual present at the scheduled time of the technician visit, and notification was not provided to Granite at least two (2) business days in advance, there may be a missed appointment fee or other similar charge. Similarly, a no access fee may be charged if a technician is denied access to the Demarcation Point due to a locked facility, or by the actions of third parties. If Granite dispatches a field technician to Customer location and the problem is caused by (i) CPE or (ii) any acts or omissions of Customer or any of its end users, invitees, licensees, customers, agents or contractors, Customer will pay Granite for any and all associated time and materials at Granite's then standard rates.

(f) If Customer pre-authorizes inside wiring during order placement, Customer is financially responsible for any and all applicable fees for such inside wiring services. If Customer chooses not to pre-authorize inside wiring work, and it is determined that additional wiring is needed to complete Customer's installation, it is Customer's responsibility to ensure the necessary wiring is completed by Customer or a third party vendor.

(g) If any services are performed by any other vendor, Granite is not responsible for, and assumes no liability and provides no warranties for such services.

(h) Any technical support that Granite provides is limited to the connectivity of Services. Support for other applications and uses is not provided or implied unless it is a specifically contracted service.

2.7 Maintenance. Granite and its Provider(s) may interrupt Services for maintenance and other operational reasons, and except as otherwise provided herein, Customer shall not be entitled to receive any remuneration for such interruptions. Granite will use reasonable efforts to notify Customer when possible.

Providers may perform emergency maintenance on Services in their respective sole and absolute discretion, with or without prior notice to Granite or Customer, to preserve the overall integrity of such Provider's network. Granite will use commercially reasonable efforts to notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts any Services.

2.8 Modifications to Services; Service Moves.

(a) Granite may modify from time to time, and in any way, without limitation, any data, software, or hardware used to provide Customer with Services. Certain changes to Services may affect the operation of Customer's personalized applications and content. While Granite will work with Customer to provide proper notice of such changes, Customer is solely responsible, and Granite is not liable, for any and all such personalized applications and content, except as expressly agreed to by Granite.

(b) In the event of a Services move (i.e., if Customer moves and has Services installed at the new location), a new initial minimum Service Term will begin again from the Service Start Date at the new location. Additionally, in the event of a switch from another service provider to Granite, the initial minimum Service Term will begin from the date that the service provider switch is completed. Requests to have Customer's Services changed with a specific order to an alternate service provider at any time during an active Service Term may be subject to a fee to cover Granite's provisioning expenses.

2.9 Service Level Agreements. Service Level Agreements ("SLAs") for Services, if any, are determined on an individual case basis and will be set forth in the applicable Service Schedule, the Additional Terms of Service or a separate SLA document as set forth at www.granitenet.com (or as otherwise communicated to Customer at the time it makes its service order).

2.10 Fraud, Abuse and/or Unauthorized Use of Services. The Parties agree that Customer shall be responsible for any fraud, abuse and/or unauthorized use of Service(s) by Customer, its employees, end users, or any other third party. Customer shall not be excused from paying for Service(s), or any portion thereof, on the basis of that fraud, abuse and/or unauthorized use of Service(s). In the event Granite discovers fraud, abuse and/or unauthorized use of Service(s), nothing contained herein shall prohibit Granite from taking any immediate action (without notice to Customer) that Granite deems to be reasonably necessary to prevent such fraud, abuse and/or unauthorized use of Service(s) from taking place including, without limitation, blocking or terminating Service(s), provided that Granite shall not be required under any circumstances to take such action. Customer will defend and indemnify Granite, its employees, directors, officers and agents from and against any suit, proceeding or other claim, damages, costs and expenses brought by an entity (not a party to or an Affiliate of a party to this Agreement) that is caused by, arises from, or relates to fraud, abuse and/or unauthorized use of Service(s).

2.11 IP Addresses. Customer agrees that any IP address assignments and allocations from Granite are based on the address lending policy of American Registry for Internet Numbers and applicable agencies. It is an express condition of this Agreement, that the use of Services and the loan of such IP addresses, and that such assignments and allocations, shall terminate and the IP addresses shall be returned to Granite when this Agreement and/or any applicable Services expire or are terminated. Granite reserves the right to recover any address space due to inadequate utilization or an AUP violation.

3. Rates and Charges; Billing and Payment.

3.1 Rates and Charges.

(a) Rates and Charges for Services are as set forth in the applicable Service Schedule, any Service Order Documents or as otherwise communicated to Customer at the time of ordering such Services and may vary depending on Service type, features, equipment and other costs to deliver the Service to Customer. Except as otherwise provided for herein (including Section 3.1(b) below), in a Service Schedule, in any Additional Terms of Service or in any Service Order Documents, (i) the Rates and Charges for Services are the Rates and Charges applicable as of the effective date of such specific Services and (ii) the Rates and Charges for Services not within initial minimal Service Terms (i.e., greater than month to month) or any renewal Service Terms (i.e., greater than month to month) may be changed by Granite in its discretion, provided, that Customer shall be given prior written

notice of any such change. All Rates and Charges for the Services set forth in any preliminary quote are subject to final approval and acceptance by Granite. There will be a rebill fee (equal to the then-current charge assessed to similarly situated customers of Granite) applied on all Services ordered that are not ordered on Granite's wholesale platforms including, but not limited to, those Services not subject to any discount from the Provider and any Services that are rebilled by Granite for Customer. All additions to Services are recognized as non-refundable regardless of utilization by Customer.

(b) Granite may modify the Rates and Charges at any time for (i) new orders, (ii) Services that are on month-to-month Service Terms (including Services for which longer initial minimum Service Terms or any renewal Service Terms have expired) and/or (iii) Service features not essential to the underlying Service's operation. In addition, Granite reserves the right to modify the Rates and Charges during Services' initial minimum Service Terms or renewal Service Terms, provided that, before going into effect, Granite provides Customer not less than thirty (30) days' prior written notice to Customer of same and during the interim (i.e., between the notice and effective dates) Customer will have the opportunity to object to such modification in writing to Granite upon receipt of which Granite and Customer shall work in good faith to resolve the disagreement. Subject to the foregoing, any continued use of Services after the modified Rates and Charges take effect shall be deemed acceptance of the new Rates and Charges.

3.2 Billing; Payment.

(a) Granite shall use commercially reasonable efforts to accurately and promptly bill Customer for the Rates and Charges applicable to Services and other related charges, including, without limitation, applicable surcharges and taxes. Billing will commence on the Service Start Date of each specific Service. Customer will be financially responsible for all service time thereafter unless Granite is notified within a timely manner (meaning within five (5) days of the Service Start Date) of an outstanding issue which Granite deems to justify service credit. Granite shall invoice Customer monthly in advance for all monthly recurring charges for Services to be provided during the following month, and shall invoice all other charges, including but not limited to, non-recurring charges and usage charges, if any, in arrears. All payments received by Granite will be applied to the oldest unpaid invoice in relation to Customer's account. Payments will be due upon receipt of Customer's invoice. Beginning thirty (30) days following the date of Granite's invoice, Granite may charge late fees to Customer on the amount of the outstanding balance owed by Customer to Granite in the amount up to the highest amount allowed by applicable law. If a payment in any form is recovered or otherwise not paid by Customer's financial institution, there may be a returned payment fee. Acceptance of any late or partial payment (even if marked "paid in full" or with other words of similar effect) shall not waive any of Granite's rights to collect the full amount of Customer's charges for the Services. Granite charges for Services continuously regardless of whether or not Customer is utilizing such Services because Granite and/or its Provider(s) continue to maintain Customer's connection, reserve IP space, accept mail and/or keep files Customer has saved in Customer's account on Granite's servers (if applicable) and this also applies to accounts that are suspended (denied access) due to non-payment.

(b) All Rates and Charges assume that Customer pays Granite using a form of payment that will not result in Granite incurring additional fees and/or charges from any third party (i.e., a discount for cash payment). To the extent that does not occur, and Granite incurs any additional fees and/or charges, including but not limited to additional fees and/or charges from third-parties that a Customer uses for invoice processing, Granite reserves the right to charge Customer Rates and Charges higher than those quoted in the applicable Service Schedule, any Service Order Documents or as otherwise communicated to Customer at the time of ordering such Services.

(c) If Customer fails to pay any undisputed and overdue amount within ten (10) days from the date of any written notice from Granite requesting such payment, Customer shall also pay all of Granite's reasonable costs of collection, including but not limited to reasonable attorney's fees. In the event Customer's account is in arrears, Granite may, upon written notice to Customer, suspend its provision of Services under this Agreement in whole or in part until Customer's account has been brought current.

3.3 Billing Disputes. Customer may dispute in good faith any charge by contacting a Granite account representative in writing or by e-mail of the specific nature and amount of the dispute, and, if Customer has already paid such charge, may seek a refund of such payment ("Billing Dispute Notification"). Customer must pay all

amounts, whether or not in dispute, by the due date. All claims must be submitted to Granite within ninety (90) days of the date of Granite's invoice for the Services for which charges are disputed, or the billing shall be deemed correct and Customer waives all rights to file a claim. Upon receipt of a Billing Dispute Notification, Granite shall promptly commence an investigation of the dispute and will use commercially reasonable efforts to resolve such dispute within thirty (30) days. No interest, credits or penalties will apply with respect to the disputed amounts during the pendency of the dispute. If Granite determines that Customer is entitled to a credit, Customer shall receive a credit on Customer's next invoice. Notwithstanding the foregoing, Section 3.2(c) shall also apply to any amounts which Customer disputes in good faith that are ultimately determined to have been due and payable to Granite.

3.4 Taxes and Other Charges.

(a) Customer will pay to Granite all federal, state and local taxes (including sales, use and excise taxes) that are measured directly by the payments made by Customer to Granite under this Agreement and are required to be collected by Granite, provided, however, that in no event shall Customer be obligated to pay any of Granite's franchise taxes, taxes based on Granite's net income, business and license taxes, property taxes for which Customer is exempted by law, or any penalties associated with Granite's failure to properly remit taxes.

(b) Certain other rates, charges, surcharges and/or fees may apply, as provided for by tariff, the FCC, other governmental entities, applicable law or other regulation or requirements. Customer shall be responsible for payment of all surcharges, regulatory fees and/or programs, however designated, imposed on or based upon the provision, sale or use of Services, and for certain other variable expenses incurred by Granite as a result of local, state or federal regulation, including, its payments to government entities and agents and Provider(s) and its internal costs of compliance associated with taxes and regulatory fees and programs including, but not limited to, 911 access, universal service programs, franchise fees, FCC and state regulatory fees, and/or utility, telecommunications, excise or other taxes not recovered by Customer through a separate line item. Granite may charge a single, separate surcharge because of the fluctuation of such aforementioned regulatory surcharges. Customer agrees to pay all invoiced regulatory surcharges.

3.5 Termination and Cancellations Fees.

(a) Customer agrees that damages for termination or cancellation of Services are difficult or impossible to ascertain and the damages set forth in this Agreement including, without limitation, the Early Termination Fees or cancellation fees, are intended to serve as liquidated damages and not a penalty and such fees and charges are reasonable.

(b) In the event that Customer cancels all or any portion of any Services after ordering such Services but prior to the acceptance of such order by Provider(s), Customer may be subject to cancellation fees or charges (which fees or charges may vary by specific Service depending on Provider(s)).

(c) In the event that Customer cancels or terminates all or any portion of any Services after ordering such Services and Provider(s)' acceptance of such order, but prior to the Service Start Date, then Customer shall pay to Granite, immediately upon demand, (i) three (3) times the monthly recurring charges for such Services, plus (ii) any and all actual expenses incurred by Granite to activate, install and/or terminate Services, including, but not limited to, any additional early termination/cancellation penalties as assessed by Provider(s) (which fees or charges may vary by specific Service depending on Provider(s)). A cancellation fee may be charged if a scheduled cutover/installation is cancelled with less than 24 hours' notice

3.6 Credit Terms. Granite reserves the right to perform a credit review and/or approval. Granite reserves the right, at its sole discretion, to (a) either decline or cancel a service order without liability to either Party or (b) require appropriate advance deposits, prepayment of certain charges and/or other security for Services.

4. Term and Termination.

4.1 Term. The term of this Agreement shall begin on the Effective Date and continue until terminated as set forth herein (the "Term").

4.2 Termination.

(a) Either Party may terminate this Agreement or specific Services upon thirty (30) days' written notice to the other Party. Notwithstanding the foregoing, Early Termination Fees (as set forth in this Agreement, any Additional Terms of Service and/or Services Schedules) shall apply to certain Services having an initial minimum Service Term that are terminated for any reason prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer.

(b) It is Customer's responsibility to notify Granite of any cancellation or termination of Services in writing and for Customer to comply with any commercially-reasonable process reasonably required by Granite to complete said cancellation or termination, e.g., completing a short form. All disconnection requests will be processed on the date the request is received. This applies to both total account and specific Service terminations. Returning hardware at the completion of the Service Term, or cessation of payment or use of Services does not constitute notification of cancellation. If Customer does not provide notice of Customer's intent not to renew Services after the end of the initial minimum Service Term, Services shall renew and continue in accordance with the terms of this Agreement, any Additional Terms of Service and/or Services Schedules, and continue to be subject to this Agreement, including, without limitation, application of Rates and Charges. The terminated Services may be subject to Early Termination Fees and such Early Termination Fees will be applied and due at that time. Upon termination, Services will be discontinued and all files will be removed from Granite's servers (if applicable) without further notice.

(c) If Customer wishes to reinstate any Services with Granite, Customer may be required, in Granite's reasonable discretion, to (i) pay all outstanding charges from the inception of Customer's Service continuously to the current month of reinstatement, which is always paid in advance; (ii) require a cash deposit, standby letter of credit and/or other security; and/or (iii) charge a reinstatement fee. Moreover, if Customer wishes to reinstate Customer's account, Customer will be subject to any and all installation and setup charges in effect at the time of reinstatement order placement.

4.3 Suspension of Services. Without prejudice to its other rights, Granite shall have the right to suspend Services immediately by written notice to Customer if Customer engages in criminal or willful tortious misconduct with regard to the Services, carries out any fraudulent activity with the intention of misleading or obtaining benefit from Granite and/or violates the AUP. Services which are within an active Service Term that are terminated due to violation of this Agreement including, without limitation, the AUP will be assessed Early Termination Fees.

4.4 Survival. Notwithstanding anything to the contrary contained herein, any term or provision which by its nature extends beyond expiration or termination of this Agreement shall survive any such expiration or termination and remain in effect until fulfilled and shall apply to respective successors and assigns.

4.5 Service Terms. Unless otherwise provided for in this Agreement, a Service Schedule, any applicable Additional Terms of Service or any Service Order Documents, all Services shall have a Service Term of month to month and, unless otherwise terminated in accordance with this Agreement, shall automatically renew on a month to month basis.

5. Insurance.

5.1 Coverages. Granite shall maintain from and after the Effective Date, and until the expiration or termination of this Agreement, insurance of the following kinds and amounts (either under the existing policies or by applying additional coverage available under any umbrella liability policy to the existing policies), or in the amounts required by law, whichever is greater: (a) Worker's Compensation and Employer's Liability Insurance affording (i) protection under the Worker's Compensation Law of the state in which work is to be performed, or containing an all-states endorsement and (ii) Employer's Liability protection subject to a limit of not less than \$1,000,000; (b) Commercial General Liability Insurance written on an occurrence basis in an amount not less than \$1,000,000 per each occurrence, which insurance shall include (i) products and completed operations liability coverage and (ii) contractual liability coverage for the liabilities assumed by Granite under this Agreement (upon written request from Customer, the commercial general liability insurance shall name Customer as an additional

insured); (c) Automobile Liability Insurance for hired and non-owned vehicles in an amount not less than \$1,000,000 combined single limit; and (d) Professional Errors and Omissions Liability Insurance with a limit of \$5,000,000.

5.2 Additional Terms. All insurance policies required to be maintained under Section 5.1 shall be procured from insurance companies rated at least A-VIII or better by the then current edition of Best's Insurance Reports published by A.M. Best Co. Granite shall provide Customer with certificates of insurance evidencing the required coverage concurrently with the Effective Date and upon each renewal of such policies thereafter, as reasonably requested by Customer. This Section 5 shall in no way affect the indemnification, limitation of liability, remedy and/or warranty provisions set forth in this Agreement.

6. Indemnification.

6.1 Mutual Indemnification. Granite and Customer shall indemnify and hold each other, their Affiliates and their respective shareholders, members, managers, officers, directors, partners, principals, employees, agents, successors and permitted assigns harmless against Damages arising out of, relating to, or resulting from third party claims resulting from injury to or death of any person (including injury to or death of their respective subcontractors or employees) or loss of or damage to real property or tangible personal property, to the extent that such Damages were proximately caused by the negligent act or omission or the willful or intentional misconduct of the Party from whom indemnity is sought or its agents, employees or subcontractors, in connection with the provision or use of Services. Granite shall not be liable under this Section 6.1 for Damages caused by services or equipment that is not furnished by Granite under this Agreement.

6.2 Limitations. Granite shall not be liable for, and Customer indemnifies and holds Granite harmless from any and all Damages arising out of, relating to or resulting from (a) the content of communications transmitted by Customer in its use of the Services, including but not limited to libel, slander and/or invasion of privacy and/or (b) allegations that Customer or its end user have infringed the intellectual property rights of any person or entity.

6.3 Procedures. The indemnified Party under this Section 6: (a) must notify the indemnifying Party in writing promptly upon learning of any claim, suit or other action for which indemnification may be sought, provided, that failure to do so shall have no effect except to the extent the indemnifying Party is prejudiced thereby; (b) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the indemnifying Party shall have control of the defense or settlement, provided, that in the event that any settlement materially and adversely affects the price or performance of Services in use by Customer and Granite is unable to provide to Customer, at no additional cost to Customer, alternative Services that meet Customer's reasonable business needs, Customer shall be permitted to terminate the affected Service without liability upon thirty (30) days' prior written notice to Granite; and (c) shall reasonably cooperate with the defense, at the indemnifying Party's expense.

7. Limitation of Liability; Warranties.

7.1 EXCLUSIONS.

(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, DELIVERY OF SERVICES, OR DELAY IN INSTALLATION OF SERVICES. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

(B) GRANITE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (I) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR

SOFTWARE; (II) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (III) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (IV) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

(C) GRANITE IS NOT RESPONSIBLE FOR ANY INFORMATION OR CONTENT TRANSMITTED OVER SERVICES. GRANITE DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED BY CUSTOMER OR ANY OF ITS END USERS, INVITEES, LICENSEES, CUSTOMERS, AGENTS OR CONTRACTORS FROM, OR THAT IS TRANSMITTED OVER SERVICES.

7.2 LIMITATION OF LIABILITY. A PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE MONETARY REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE (SUBJECT TO SLAs FOR SPECIFIC SERVICES, IF ANY) OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICES OR OBLIGATIONS OF GRANITE UNDER THIS AGREEMENT SHALL BE AS SET FORTH BELOW:

(A) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR DAMAGE TO REAL PROPERTY OR TANGIBLE PROPERTY NEGLIGENTLY CAUSED BY A PARTY OR ARISING OUT OF A PARTY'S WILLFUL ACTS OR OMISSIONS, OR DAMAGES ARISING FROM ANY BREACH OF SECTION 13 (CONFIDENTIAL INFORMATION), THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES; AND

(B) FOR LOSSES, DAMAGES, AND CLAIMS ARISING OUT OF THE DELIVERY OF SERVICES AND/OR PRODUCTS INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES OR THE GRANITE EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT, IF ANY (PROVIDED, IN NO EVENT SHALL SUCH SERVICE CREDIT EXCEED THE AMOUNT OF CREDITS RECEIVED FROM PROVIDER(S)) AND ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED HEREIN OR THE APPLICABLE SERVICE LEVEL AGREEMENT; AND

(C) FOR DAMAGES OTHER THAN THOSE SET FORTH IN SECTIONS 7.2(A) AND SECTION 7.2(B) AND NOT OTHERWISE EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE LESSER OF (I) \$1,000,000 OR (II) THE ACTUAL BILLINGS FOR SERVICES UNDER THIS AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT FOR THE SPECIFIC SERVICES GIVING RISE TO SUCH CLAIM FOR DAMAGES.

7.3 EXCEPTIONS TO LIMITATION. NOTHING SET FORTH IN THIS SECTION 7 SHALL LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL CHARGES PROPERLY DUE GRANITE OR GRANITE'S RESPONSIBILITY FOR ANY CREDITS (INCLUDING SERVICE CREDITS, IF ANY) OR REFUNDS OF OVERCHARGES BY GRANITE UNDER THIS AGREEMENT.

7.4 Warranties.

(a) Granite warrants that the Services will be performed in a professional manner pursuant to generally accepted industry standards and practices for similar Services.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, ANY SERVICE SCHEDULE, ANY ADDITIONAL TERMS OF SERVICE OR THE SLAs FOR A SERVICE, IF ANY, GRANITE DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) ARISING BY USAGE OR TRADE PRACTICES, COURSE OF DEALING OR COURSE OF PERFORMANCE; (III) THAT THE SERVICES ARE ERROR FREE,

UNINTERRUPTED OR SECURE FROM THIRD PARTY ATTACK; (IV) THAT SERVICES ARE FREE FROM DEFECTS, FIT TO BE SOLD, WILL PERFORM IN A PARTICULAR MANNER OR SPEED OR TO A PARTICULAR STANDARD OR ANY QUALITY OF SERVICE. GRANITE SPECIFICALLY DISCLAIMS ANY OTHER IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES.

(c) Granite is not ultimately responsible for the quality and/or performance of Customer owned or provided software or hardware, including without limitation, private branch exchange, interface equipment, personal computer and/or any modifications Customer makes to any equipment supplied through Granite. Granite is not responsible for failings in individual operating systems and custom configuration of operating systems, operating system components, software, hardware, and/or inside wiring. Granite agrees to use commercially reasonable efforts to provide an equitable solution to Customer. Any mention of non-Granite products or services by Granite and its employees or agents is for information purposes only and does not constitute an endorsement or recommendation by Granite. Granite disclaims any and all liabilities for any representation or warranty made by the vendors of such non-Granite products or services.

7.5 **Third Parties.** No contract, subcontract, or other agreement entered into by either Party with any third party in connection with the Services (including any such agreement assigned by Customer to Granite) shall provide for any indemnity, guarantee, assumption of liability and/or other obligation of/by the other Party to this Agreement with respect to such arrangements, except as consented to in writing by the other Party. This Agreement does not expressly or implicitly provide any third party (including Authorized Users) with any remedy, claim, liability, reimbursement, cause of action and/or other right or privilege. Customer and Granite intend that this Agreement shall not create any right or cause of action in or on behalf of any person or entity other than Customer or Granite.

7.6 **Other Matters.** For purposes of all remedies and limitations of liability set forth in this Agreement: (a) “Granite” and references to it as a “Party” means Granite, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, Providers and suppliers and (b) “Customer” and references to it as a “Party”, means Customer, its Affiliates, and Authorized Users, and its and their respective employees, directors, officers, agents, and representatives.

8. **Force Majeure.** Neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to an Act of God, fire, earthquake, flood, wind, water, the elements, geographic or climatic conditions, third party labor disputes, power failures, explosions, civil disturbances, riots, acts of terrorism, governmental actions or orders, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties or any cause beyond its reasonable control (a “Force Majeure”), provided, however, the foregoing shall not excuse a Party from its obligations to make payments when due under this Agreement. Nonperformance of Granite and/or its Provider(s) will be excused to the extent that performance is rendered impossible by a Force Majeure and shall suspend Granite’s and/or its Provider(s)’ obligations under this Agreement with respect to such Services until such Force Majeure ceases.

9. Governing Law; Jurisdiction; Arbitration.

9.1 **Governing Law.** This Agreement, and all claims and disputes arising hereunder or related hereto, will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to choice of laws, rules or principles.

9.2 **Jurisdiction; Waiver of Jury Trial.** The federal and state courts located in Boston, Massachusetts, and any courts authorized to hear appeals from such courts, shall be the only courts with jurisdiction and venue to hear disputes under this Agreement. Both Parties and their successors waive a trial by jury of any and all issues arising in any action or proceeding between the Parties hereto or their successors, under or connected with this Agreement, or any of its provisions.

9.3 Arbitration.

(a) The Parties agree that, subject to an exclusion for any and all actions for collection of amounts due Granite under this Agreement, any dispute, controversy or claim in any way arising out of or relating to this Agreement or the breach hereof, will be resolved by arbitration using one (1) arbitrator and administered by American Arbitration Association in accordance with its Commercial Arbitration Rules in effect in Boston, Massachusetts. The Parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, that the laws set forth in Section 9.1 shall be the governing law and any arbitration award or judgment rendered by the arbitrator will be enforceable in any court set forth in Section 9.2. Any arbitration under this Agreement will be held in Boston, Massachusetts.

(b) Notwithstanding anything to the contrary set forth in Section 9.3(a), the Parties acknowledge and agree that any breach or threatened breach of this Agreement, including, without limitation Section 13 is likely to cause the non-breaching Party irreparable harm for which money damages may not be an appropriate or sufficient remedy. Each Party therefore agrees that the other Party is entitled to receive injunctive relief or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any such breach or threatened breach, but is in addition to all other rights and remedies available at law or in equity.

10. Notice. Notices from a Party concerning this Agreement must be written and delivered to the other Party at the address shown below (i) in person, (ii) by certified mail, return receipt requested, or (iii) by traceable overnight delivery. Notice will be effective upon delivery to the address shown below:

If to Granite: Granite Telecommunications, LLC
100 Newport Avenue Ext.
Quincy, MA 02171
Attention: Legal Department

If to Customer:

[Redacted Customer Address]

In the event an address for Customer is not provided above, the Customer's address given in the opening paragraph of this Agreement or the Customer's corporate address provided on the Customer's publically-accessible website or the Customer's corporate address provided on Customer's state's of incorporation Secretary of State's website shall suffice. Notwithstanding the foregoing, notices with respect to the day to day use of Services by Customer may be communicated via fax or email, in accordance with Granite's policies and procedures as communicated to Customer from time to time.

11. Independent Contractor; Work on Customer Premises.

11.1 Relationship of the Parties. Granite's relationship to Customer in performing this Agreement is that of an independent contractor. The personnel performing services under this Agreement shall at all times be under Granite's exclusive direction and control and shall be employees or subcontractors of Granite and not Customer. Granite shall pay all wages, salaries, benefits and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. Granite acknowledges and agrees that Granite is solely responsible to and shall collect, pay and withhold all federal, state or local employment taxes, including, but not limited to, income tax withholding, unemployment taxes and social security contributions for Granite's personnel, and that Customer shall have no obligation or liability with respect thereto. Any and all such taxes, interest or penalties, including, but not limited to any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Agreement will be paid or withheld by Granite or, if assessed against and paid by Customer, will be reimbursed by Granite upon demand by Customer.

11.2 Granite's Employees.

(a) Granite's employees, agents and subcontractors shall, whenever on Customer's premises, obey all reasonable instructions and security procedures and any other reasonable processes, policies, standards, procedures and directions issued by Customer.

(b) Granite shall require its employees to satisfy a commercially reasonable background investigation, which may consist of any or all of the following: confirmation of identity and personal information, social security verification, verification of all education beyond high school, credit report, employment verification and/or criminal record searches.

12. Records and Audit Rights. Granite agrees to maintain accurate business records, books and account information relating to the Services purchased by Customer under this Agreement, including records relating to shipping, billing and payments, and to retain the same for a period of at least three (3) years from the date of the last invoice for the applicable Service or for such longer periods as required by applicable law

13. Confidentiality and Proprietary Information.

13.1 Confidentiality. Any and all information concerning the businesses of either Party provided by disclosing Party to the other Party, specifically including but not limited to pricing and other terms of the relationship between the Parties, including the terms contained this Agreement, whether or not labeled as "confidential," "proprietary" or with words of similar effect, shall be considered confidential and proprietary by the other Party, and each Party hereby agrees that it will not permit the use or disclosure of any such information of the other Party, unless such use or disclosure is required by law or is authorized by such other Party. The restrictions on duplication and use of information in this Section shall not apply to any particular item of information that is (a) independently developed by the Party receiving such information without reference to such information; (b) is generally known to the public not through disclosure by the receiving Party; or (c) was received from a third party without any obligation or restriction on use or disclosure of such information. Notwithstanding anything to the contrary contained herein, the terms and conditions of any confidentiality agreement executed by the Parties prior to the Effective Date shall survive the execution of this Agreement, shall remain in force and effect and are incorporated herein by reference.

13.2 Intellectual Property. Customer agrees that Granite owns and retains all right, title, and interest in and to all of Granite's owned or licensed intellectual property; including but not limited to, any and all derivative or collateral thereof ("Granite IP"), and acknowledges that Granite IP and the registration thereof are good, valid and enforceable in law and equity. Customer will not engage directly or indirectly in any activities which may contest, dispute or otherwise impair the right, title and interest of Granite in and to Granite IP. Granite shall own and retain all right, title and interest in and to all works, methods, processes, software, materials and know-how developed by Granite pursuant to or in connection with the Agreement ("Deliverables"). Granite retains all right, title and interest in and to any and all of its software, software development tools, know how, methodologies, processes, technologies or algorithms used in providing the Services which are based upon trade secrets or confidential or proprietary information of Granite or otherwise owned or licensed by Granite, whether or not incorporated into any Deliverables. Except as otherwise provided for herein, upon expiration or termination of the Agreement for any reason, any licenses shall cease. Customer is expressly prohibited from improving or modifying any Granite IP. Any such improvements or modifications made to Granite IP by or on behalf of Customer shall be a "work made for hire" and Customer shall assign all proprietary rights thereto, including copyrights, patents and trade secrets, to Granite. Customer agrees to execute any documents reasonably requested by Granite to secure and protect the proprietary rights and ownership thereof by Granite. Except with the consent of Granite, Customer shall not use any Granite trademark(s) (whether registered or common law marks), including, but not limited to, in advertising or marketing and shall not register any trademark(s) that is substantially similar to a trademark owned by Granite. Granite shall own and retain all right, title, and interest in and to the web portal website and all Granite documentation associated therewith and with the Services. To the extent, if any, provided by Granite as part of the Services, Customer agrees (a) not to reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code of any Granite or other third party software or permit or authorize any third party to do so; and (b) that Granite provides, and Customer accepts, such

software “as is” with no express or implied warranties, including merchantability, title, non-infringement or fitness for particular use. For purposes of this Section 13, “Granite” shall include Granite and its Affiliates.

14. Miscellaneous.

14.1 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, representations and understandings relating to the subject matter hereof.

14.2 Amendment. Except as otherwise provided for in this Agreement, any Additional Terms of Service or Service Schedules, this Agreement and any Attachments or Service Schedules may not be amended without the written consent of both Parties. Notwithstanding the foregoing, Customer acknowledges that Granite, in keeping with the service offerings of its underlying Providers and with state and federal regulations, may add or discontinue certain Services currently offered and may amend Rates and Charges upon written notice to Customer. Notice requirements relating to changes with respect to Granite tariffs are imposed by regulatory authorities and applicable law.

14.3 Severability. If any provision of this Agreement or part of said provision is determined to be invalid or unenforceable, this Agreement will be construed as if it did not contain such provision or part thereof.

14.4 Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement in any one (1) or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.

14.5 Assignment. Neither Party may assign this Agreement, in whole or in part, without the other Party’s written consent (which will not be unreasonably withheld, delayed and/or conditioned), provided, however, that no such consent is required in connection with (a) a merger, reorganization or sale of all, or substantially all, of such Party’s assets or equity securities or (b) either Party’s assignment of this Agreement in its entirety to an affiliate, provided, in the case of Customer, Customer shall remain liable for obligations under this Agreement unless specifically agreed to by Granite. Any attempt to assign this Agreement other than as permitted above is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

14.6 Joint Product. This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

14.7 Counterparts. This Agreement may be executed in one or more counterparts, including facsimile or electronic copies and transmission, each of which shall be an original against any party whose signature appears on such counterpart and all of which together shall constitute one and the same agreement.

14.8 English as a Language. Customer agrees to have this Agreement and all other contracts, invoices, correspondence and any and all other documents, agreements and writings in the English language. Le Client s’engage à avoir le compromis et tous autres contrats, les factures, toutes correspondances ainsi que tous autres documents ou accords écrits dans la langue anglaise. The Parties have specifically required that this Agreement and all related documents be drafted and executed in English.

14.9 Additional Terms and Conditions. The Parties acknowledge and agree that applicable tariff(s), the Additional Terms of Service, and the AUP are incorporated herein by reference and are binding on the Parties. The Parties also acknowledge that, in addition to the terms and conditions set forth in this Agreement, in any instance where Granite provides Services using a Provider(s) or as an agent or broker of another provider/carrier, additional terms and conditions as set forth by such Provider(s) or other underlying provider(s)/carrier(s) may apply.

[Remainder of page intentionally left blank.]

[Signature page to follow.]

[Signature page to Master Services Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and each individual whose signature appears below hereby warrants that he/she is duly authorized to execute this Agreement on behalf of the Party he/she represents.

“Customer”

Granite Telecommunications, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A

Definitions

“Additional Terms of Service” means additional terms and conditions applicable to a specific service and/or product including as set forth at www.granitenet.com

“Affiliate” means any entity directly or indirectly controlling, controlled by or under common control with a Party. For purposes of this definition, such control means the direct or indirect power to vote fifty percent (50%) or more of the securities or comparable interests for the election of directors or other managing persons of the controlled entity.

“Agreement” means this Master Services Agreement and any and all Attachment(s), Services Schedule(s) and exhibits, attached hereto and/or incorporated herein and any Additional Terms of Service, Service Order Documents and/or other written document(s) approved by Granite and any applicable tariffs, if any.

“Attachment” means any service attachments (including any associated schedules or exhibits thereto) and other attachments appended to this Agreement.

“AUP” means Granite’s Privacy, Moderation of Use and Acceptable Use Policies as set forth at www.granitenet.com.

“Authorized User” means (a) Customer or (b) any Affiliate of Customer that uses Services offered under this Agreement and provided that Customer agrees to remain financially responsible for such Affiliate’s payment obligations for such Services.

“Business Day” means Monday through Friday, excluding New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as celebrated in the United States.

“CPE” means customer premises equipment.

“Damages” means collectively all injury, claims, damage, liability, loss, penalty, reasonable attorneys’ fees and costs, interest and expense incurred by a Party.

“Demarcation Point” shall mean the network interface point where Granite and/or its Provider(s) hands off a Service to Customer, and which delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end.

“Early Termination Fee” means an amount charged to Customer by Granite if Customer terminates any specific Service prior to the end of such Services’ initial minimum Service Term or any renewal Service Term selected by Customer. The Parties agree that the Early Termination Fee is not a penalty but is liquidated damages.

“Effective Date” means the last date on which an authorized representative of both Parties has signed this Agreement unless otherwise defined in the Agreement.

“Provider” means one of Granite’s underlying carriers, providers and/or vendors that provide Services which Granite provides to Customer.

“Rates and Charges” means the rates, charges and/or fees for a Service, as modified from time to time as permitted under or required by this Agreement or an applicable Service Schedule.

“SLA” means service level agreement as set forth at www.granitenet.com and/or as otherwise set forth herein.

“Service(s)” means any and all products and services offered by Granite, including, without limitation, local exchange telecommunications services, long distance services, broadband services, MPLS and/or private networking services, dedicated internet services and/or any other services and/or products that are provided by

Granite to Customer as identified in this Agreement, a Service Schedule and/or any service order or other document evidencing such services.

“Service Order Document” means any quotes, service order forms and commercial account form(s) and letter(s) of agency/agreements relating to specific Services.

“Service Schedule” means a schedule setting forth terms and conditions applicable to a specific product and/or service, including, without limitation, Rates and Charges.

“Service Start Date” means the date that a specific Service(s) is made available (e.g., the date a circuit is delivered to a location), unless Customer within five (5) days notifies Granite of any service-affecting deficiency in the specific Service(s). If no notification is received or if Customer fails to perform testing, Customer shall be deemed to have accepted the Service(s). In the event Customer notifies Granite of a service-affecting deficiency, Granite shall investigate and correct such deficiency within a reasonable time period. Granite shall begin billing for monthly recurring charges on the later of (i) on the date the Service is made available; or (ii) in the event of a valid, service-affecting deficiency, the day immediately following the date on which such deficiency was resolved.

“Service Term” means specific term of an individual circuit or service included as part of the Service.

Attachment B

Escalation Procedures¹

Despite Granite's best efforts to maintain the most reliable level of service possible in the industry, service-affecting issues periodically arise. In those rare instances where Customer's service may be affected, Customer's trouble ticket is initiated to identify the issue.² Each trouble ticket has an assigned tracking number used to reference the issue and review status.

The Granite account team will determine the source of the issue, and, if the issue involves an interconnecting service provider, will initiate a repair request immediately through Granite's electronic real-time repair interface with the provider. Granite's account team will engage in ongoing coordination with interconnecting providers until the issue is resolved, and will provide frequent updates, including via emails and/or telephonic contact with Customer directly or through the Premier Account Manager, at Customer's direction, until the trouble is resolved. When the matter is resolved Granite representatives will also contact Customer to confirm resolution.

Granite responds to service-affecting issues within one (1) hour of discovery. Average service restoration times vary depending on the nature of the issue. Typical service issue resolution times are as set forth in the applicable Service Schedules, Additional Terms and Conditions of Service and/or SLAs.³ In the event that more expedited resolution of service-affecting issues becomes critical, Granite will implement its established escalation procedures. Service-affecting issues may be escalated from the Premier Account Manager through to Granite's President in extreme cases, based on the following guidelines:

1st level	Premier Account Manager – all tickets except emergency tickets (outages)
2nd level	Premier Account Supervisor – all emergency tickets and all tickets outstanding over 4 hours
3rd level	Asst. VP/Director of Premier Accounts – all emergency tickets outstanding over 1 hour and non-emergency tickets outstanding over 12 hours
4th level	SVP of Premier Accounts – all emergency tickets outstanding over 4 hours
5th level	Chief Operating Officer – all emergency tickets outstanding over 6 hours

In instances where service issues are less critical, the Premier Account Manager will maintain ongoing service issue tracking and provide weekly, bi-weekly or monthly account status conference calls and/or reports, based on Customer's preferences. Issue reports include:


- Review status and complete documentation of all repair issues.
- Review status and complete documentation of uncompleted change orders.
- Review status and complete documentation of new location installs.

¹ Repair times may vary for certain Services, see Additional Terms of Service as applicable.

² In addition to the account management team, Granite customer service representatives provide live support on the Help Desk, 866.847.5500, at Granite's Quincy, Massachusetts headquarters, 24 hours a day, 7 days a week.

³ Updates are given to Customer daily until issue is resolved

Attachment C
Commercial Account Form and Letter of Agency (Multi-Services)

	COMMERCIAL ACCOUNT FORM AND LETTER OF AGENCY MULTI-SERVICES	Sales Rep: _____ Order Date: _____
CUSTOMER INFORMATION		
Company/Business Name ("Customer"):		
Billing Telephone Number:		
Designated Contact:	Contact Phone Number:	
Service Address (Street/Suite): See <u>Appendix A-1</u> or as otherwise provided.		
Mailing/Billing Address (Street/Suite):	City:	State/Zip Code:
Additional Comments/Notes (if any):		
AGREEMENT AND AUTHORIZATION		
<p>By signing this Commercial Account Form and Letter of Agency ("LOA"), Customer (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in <u>Appendix A</u> and <u>Appendix A-1</u>, attached hereto and incorporated herein, and such other Services as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may from time to time request. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.</p> <p>The terms and conditions of service as set forth in the Master Services Agreement between the Parties shall govern (as such may be modified from time to time, the "Terms of Service"), including, without limitation, the additional terms and conditions of service specifically applicable to a specific service. In the event and to the extent the terms and conditions of service set forth in the Master Services Agreement do not apply or cover Services provided, the terms and conditions of service located at http://granitenet.com/Legal shall govern.</p> <p>Early Termination Fees may apply if specific Services are terminated prior to the end of their initial minimum Service Term or renewal Service Term. Customer acknowledges and agrees that if Customer uses "customer provided bandwidth" (CPB) or "over the top" connectivity it will result in "best efforts" Services, which limitations are set forth in the Terms of Service. Capitalized terms not defined in this LOA shall have the meaning set forth in the Terms of Service. The Customer Disclosures attached hereto are an integral part of this LOA. This LOA is confidential and may not be disclosed to third parties.</p>		
SIGNATURE		
<p>The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.</p> <p>"Customer"</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p style="text-align: center; margin-top: 20px;"><i>Signing this Commercial Account Form and Letter of Agency will result in a change of service provider(s).</i></p>		



CUSTOMER DISCLOSURES

INTERNET BASED SERVICES (e.g. Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail)

Customer acknowledges and agrees that certain Internet Based Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and International voice services; (c) such services DO NOT support auto dialers, predictive dialers, telemarketing applications, modems, credit card process, heavy faxing or alarm lines and elevator lines (only POTS lines should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS. FOR DEVICES USED WITH HOT DESKING SERVICES, CUSTOMER MUST BE LOGGED IN AND A SEAT MUST BE REGISTERED FOR THE DEVICE IN ORDER TO REACH EMERGENCY SERVICES.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; (D) FAILURE TO LOG IN OR REGISTER SEATS USED FOR HOT DESKING SERVICES; AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER GRANITE, ITS PROVIDERS, NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT CUSTOMER IS INDEMNIFYING AND HOLDING HARMLESS GRANITE FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY GRANITE FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THESE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND/OR ANY OTHER THEORIES OF LIABILITY.

Initialed by Authorized Signer

Appendix A
Services Selected
(Select one or more of the below Services)

- | | |
|---|--|
| <p><input type="checkbox"/> Voice Services (POTs, Long Distance, Local and LD T1 and PRI)</p> <p><input type="checkbox"/> Broadband Services</p> <p><input type="checkbox"/> Access Services (e.g., Dedicated Internet Access Services, MPLS)</p> <p><input type="checkbox"/> VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)</p> <p><input type="checkbox"/> Mobility Services (Mobility Data and Mobility Voice)</p> | <p><input type="checkbox"/> Granite Grid Services</p> <p><input type="checkbox"/> Conferencing Services (Audio Conferencing and Web Conferencing)</p> <p><input type="checkbox"/> Managed Services</p> <p><input type="checkbox"/> Monitoring Services</p> <p><input type="checkbox"/> Granite Switched Ethernet (GSE) Services</p> <p><input type="checkbox"/> Other Services (List):</p> <hr/> <hr/> |
|---|--|

Appendix A-1

Service Locations and Specifics

**(Each location MUST have detailed information in order for services to be provided.)
(List additional locations/details on a separate sheet if needed.)**

Service Schedule A
POTS Services

1. Services.

1.1 Description of Services. Granite shall provide local exchange and/or long distance telecommunications services through electronic bonding with underlying Providers using commercial platforms (“POTS Services”).

1.2 Changes to Services. Customer may at any time add, delete, relocate or modify POTS Services, subject to a minimum of one (1) month of service with respect to any line. Customers should give as much ADVANCE notice of moving POTS Service as possible. All service level standards stated herein are based on the date the LEC gets a clean order (i.e. with no errors) from Granite. The LEC has two (2) business days to assign order to be processed. Granite does not guarantee service level standards in the event of a problem on the LEC network or if there is an unforeseen problem with Customer’s line.

2. Rates and Charges.

2.1 Local Services Charges. The rates and charges to be paid by Customer for local line access and local toll services generally consist of the current retail tariff rate for the service of the underlying Provider in the jurisdictions in which the Services are performed, less a discount. For those jurisdictions served by (a) AT&T (formerly SBC and BellSouth), the discount is generally 50%; (b) Qwest, the discount is generally 30%; and (c) Verizon, Frontier and FairPoint Communications, the discount is generally 20%. Notwithstanding the foregoing, certain local line access and other services provided in the aforementioned jurisdictions are not subject to any discount. In addition, jurisdictions served by CenturyLink, (formerly Embarq and Century Tel), Windstream (including former AllTel), Frontier (including former Valor Communications), Cincinnati Bell and other independent telephone operating companies are not subject to a discount. A rebill fee (equal to the then-current charge assessed to similarly situated customers of Granite) will be applied to each Customer line billed to Customer by Granite but which is not subject to any discount with a local provider.

2.2 Long Distance Charges. Subject to adjustments, including based on applicable tariff rates, Long Distance Services shall generally have the following rates:

- | | | |
|-----|---------------------------|--|
| (a) | Interstate Long Distance: | \$0.019 per minute of usage (“ <u>MOU</u> ”) |
| (b) | Intrastate Long Distance: | \$0.069 per MOU |

2.3. Other Charges. In the event that Customer elects or uses certain additional Services (such as, for example, installation of new telephone lines, long distance telephone services, regional toll services (LOC2), voicemail, or other features), additional fees may apply.

3. Service Term. The Service Term of all POTS Services shall be month-to-month or as set forth in the applicable Service Order Documents or other writing accepted by Granite.

Service Schedule B **Broadband Services**

1. Services.

1.1 Description of Services. “Broadband Services” shall mean, and consist of, digital subscriber line service (“DSL”), fiber service (“Fiber”), satellite service (“Satellite”), and/or cable service (“Cable”) which provide connectivity to the Internet between Customer premises and the Provider’s network.

1.2 Equipment. Broadband Services utilize CPE purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents) and either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE for Broadband Services provided by Granite and Customer is not authorized to use the CPE for any other purpose; (b) comply with all documentation and manufacturer’s instructions; and (c) take reasonable measures to protect and care for the CPE. Customer is responsible for all loss, damage or destruction to Granite provided CPE. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite. Granite may, at its sole and absolute discretion, suspend Service if any CPE does not comply with the provisions herein.

1.3 Provisioning. In the case of Broadband Services using DSL, the maximum number of phone line filters recommended on any line sharing order is three (3). Additional phone lines/filters may interfere with the quality of Broadband Services. In the case of Broadband Services using Satellite; the services are only available at select locations in the United States subject to Provider availability and confirmation.

2. Rates and Charges.

2.1 Rates and Charges for Broadband Services are as set forth in the applicable Service Order Document(s) or as otherwise communicated to Customer at the time of ordering such Broadband Services and may vary depending on Broadband Service type, features, equipment and other costs required to deliver the Broadband Service to Customer.

2.2 Nation One Broadband Rates. Customer may, at Granite’s sole discretion, be eligible for special rates (hereinafter, “Nation One Broadband Rates”) for certain Cable and Fiber services, provided the Customer fulfills the requirements set forth herein.

(a) In order to be eligible for Nation One Broadband Rates, the Customer must meet, at a minimum, all of the following requirements: (i) Customer must have a minimum of ten (10) locations; (ii) Customer must order Broadband Services from Granite at substantially all of Customer’s locations (e.g. if Customer has 50 locations, Customer must order Broadband Services from Granite at substantially all 50 locations); (iii) Customer must place the order for all Broadband Services within ninety (90) days of the first order; (iv) Customer must elect an initial minimum Service Term of at least twelve (12) months for each Broadband Service; and (v) substantially all of the Broadband Services ordered are new installations.

(b) Provided the Customer meets all the minimum requirements set forth herein, the Nation One Broadband Rates may only apply to certain Broadband Services that meet all the following criteria: (i) the Broadband Service is a Cable or Fiber service and (ii) the Broadband Service is a new installation. Furthermore, the eligibility of the Nation One Broadband Rates to any specific Broadband Service shall be subject to Granite’s prequalification check and availability contingent upon the confirmation of the specific Broadband Service speed and Provider availability at each location. Upon confirmation of the availability of the Nation One Broadband Rate to a specific Broadband Service the Broadband Services will be provisioned to the nearest minimum download speed, provided, in no event shall any speeds exceed 150 Mbps download.

(c) The Nation One Broadband Rates are only available if the Customer meets and maintains the requirements set forth herein. In the event Customer fails to meet the requirements set forth herein and/or if the information provided at the time Customer’s eligibility for the Nation One Broadband Rates is determined changes

(e.g. the Customer does not have at least ten (10) eligible locations), then Granite reserves the right, at its sole discretion, to change Nation One Rates for Broadband Services at any time provided, that Customer shall be given thirty (30) days prior written notice of any such change. If Customer does not agree to accept such new rates then Customer may terminate the affected Broadband Services without penalty upon thirty (30) days' prior written notice. Any continued use of the Broadband Services thirty (30) days after the notice date shall be deemed acceptance of the new rates.

2.3 Satellite Services Rates and Charges. Certain Satellite services are subject to a monthly usage allowance. In the event Customer exceeds such monthly usage allowance, the Customer may be subject to overages as specified in the applicable rate plan. Unused allowances will not roll over to subsequent billing periods. Usage will be billed based on the actual usage rounded up to the nearest whole billing increment. Usage includes but is not limited to: data sent and received via download and upload, email, overhead, and/or software update checks. An unlimited usage plan may be available in certain coverage areas and for subscription during certain time periods. Granite and/or Providers reserves the right, in their sole discretion, to (i) prioritize data or throttle connection during network congestion and/or (ii) limit the quality of video streams above high definition-type quality, and/or (iii) suspend service when excessive data usage adversely impacts network capacity.

3. Service Term. The initial minimum Service Term of all Broadband Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite, provided, notwithstanding the foregoing, all Broadband Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least twelve (12) months from the Service Start Date. Service Terms may be extended for additional monthly increments due to specific offerings or promotional terms. After the end of the initial minimum Service Term selected by Customer, and any renewal Service Terms selected by Customer, the Service Term shall automatically renew and continue on a month to month basis unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or the service is otherwise terminated in accordance with the Agreement.

3.1 Satellite Services Service Term. Unless otherwise provided for in a specific Service Order Document, the initial minimum Service Term for all Satellite Services shall be at least thirty-six (36) months from the Service Start Date.

4. Early Termination Fees. If any specific Broadband Services or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (a) the greater of (i) \$199.00 or (ii) 100% of the monthly recurring charges for the remaining number of months (or portions thereof) under the then current Service Term of the specific Broadband Services (including the remaining portion of any amortized CPE), plus (b) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (c) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite, plus (d) actual expenses incurred by Granite to activate or terminate Broadband Services.

Service Schedule C

Access Services

1. Services.

1.1 Description of Services. “Access Services” shall mean, and consist of, (a) T1, Ethernet and other data circuits which provide connectivity to the Internet (i.e. dedicated internet access) between Customer premises and the Provider’s network (“Dedicated Internet Access Services”) and/or Multiprotocol Label Switching (“MPLS”) and/or private network services which provide virtual private network and traffic engineering applications (collectively, “MPLS Services”). All Access Services, including, without limitation, speed, rates and charges are subject to availability as determined by the underlying provider.

1.2 Granite Equipment and Core Network; Customer Equipment.

(a) Provider Equipment and the Core Network shall remain the sole and exclusive property of Granite and/or its Provider(s), as applicable, and nothing contained herein, in any Service Order Documents or in any other document or writing accepted by Granite grants or conveys to Customer any right, title or interest in any Provider Equipment or the Core Network, nor shall anything herein constitute, create or vest in Customer any easement or any other property right. Notwithstanding that it may be or become attached or affixed to real property, the Core Network and Provider Equipment will at all times remain the property of Granite and/or its Providers, as applicable. Customer may not, nor permit others to, alter, adjust, encumber, tamper, repair or attempt to repair, rearrange, change, remove, relocate, or damage any Provider Equipment or the Core Network without the prior written consent of Granite. Customer may not cause any liens to be placed on any Provider Equipment or the Core Network, and will cause any such liens to be removed within ten (10) days of Customer’s knowledge thereof. Customer shall be liable to Granite for any loss or damage to Provider Equipment or the Core Network caused by Customer or any of its end users, invitees, licensees, customers, agents or contractors. Nothing herein shall prevent Granite from using the Core Network and Provider Equipment to provide Access Services to other customers.

(b) To the extent a Service Order Document requires Granite to complete construction, extend the Core Network and/or obtain additional Underlying Rights (as defined below in this Section 1.2(b)), Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights as necessary to provide Access Services. In the event that Granite is unable to obtain or maintain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Granite may cancel the applicable service order and shall incur no liability to Customer hereunder. Granite shall not be deemed to be in breach of the Agreement for its failure to meet any anticipated service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure event; (ii) failure to obtain, or delay in obtaining, any required Underlying Rights; (iii) construction delays; or (iv) any other circumstances beyond the control of Granite. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Core Network and/or for Granite to provide Access Services. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Access Services that are necessary for Granite to provide Access Services.

(c) Access Services utilize CPE purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents) and either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE for Access Services provided by Granite and Customer is not authorized to use CPE for any other purpose; (b) comply with all documentation and manufacturer’s instructions; and (c) take reasonable measures to protect and care for CPE. Customer is responsible for all loss, damage or destruction to CPE. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite. Granite may, at its sole and absolute discretion, suspend Service if any CPE does not comply with the provisions herein.

1.3 Access.

(a) Upon expiration or termination of the applicable Service Term, Customer shall grant Granite access to its premises as necessary to enable Granite to remove the Provider Equipment and any elements of the Core Network. Granite, its employees, contractors and/or agents shall have access to any Provider Equipment, elements of the Core Network or facilities at a Customer premises.

(b) Neither Customer nor any of its end users, invitees, licensees, customers, agents or contractors shall have any recourse against any property owner or property manager of any premises to which any Access Services are delivered and/or at which the Core Network or Provider Equipment is located, as a result of or in reliance upon the Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Granite and/or its underlying Provider(s), nor shall Granite have any liability for, or on behalf of, such property owner or property manager.

1.4 Provisioning. Customer must provide Granite with a network assessment worksheet (in a form provided by or acceptable to Granite) for purposes of determining the current status and support characteristics of key network protocols, services and settings (including, but not limited to, a site survey document and Customer's local area network(s) minimum network requirements and firewall specifications) necessary for providing Access Services to Customer. Customer acknowledges that the provisioning of Access Services depends on the accuracy and timely receipt of information on the network assessment worksheet, other documents and/or responses to questionnaires and additional questions from Granite. Granite is not responsible for any delays in provisioning or failures of Access Services related to inaccurate information provided by Customer or changes in Customer's network that are not communicated to Granite. Granite and/or its Providers will evaluate, design, and provision Access Services based on a configuration proposed to, and accepted by, Customer. Customer acknowledges that there is no guaranty that Customer's current CPE or previously purchased or installed equipment can be used with Access Services.

1.5 MPLS Services and Ethernet Services.

(a) For any MPLS Services, including any VoIP Services over MPLS Services, (i) Customer is required to install the hub site first, with remote sites to follow and (ii) Customer will be responsible for payment on all circuits for MPLS Services on the Service Start Date of each specific circuit, whether or not all circuits/locations have been installed at the time of a circuit's Service Start Date.

(b) All orders for Access Services over Ethernet and Ethernet over Copper (EOC) (together, "Ethernet Services") are subject to complete engineering and facilities verification, and final availability of facilities. Circuit speed may not be verified until circuit turn up. Furthermore, while no guarantee of facilities is made in advance, all Ethernet Services orders require pre-engineering qualification with the quotes department prior to submission of any order.

1.6 Maintenance.

(a) Granite will endeavor to conduct (or cause to be conducted) scheduled maintenance of On-Net Access Services that is reasonably expected to interrupt Access Services between 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Granite. Granite will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt Service via telephone or e-mail, no less than two (2) days prior to commencement of such maintenance activities. Customer shall provide a list of Customer contacts for maintenance and escalation purposes, which may be included on the Service Order Documents, and Customer shall provide updated lists to Granite, as necessary. With respect to Off-Net Access Services, Granite's may interrupt Access Services for scheduled maintenance and other operational reasons, and Granite will use commercially reasonable efforts to provide notice when possible (provided, Granite shall not be liable for any failure to provide such notice or for its Providers failing to provide such notice). Except as otherwise provided in the Agreement, Customer shall not be entitled to receive any remuneration for such scheduled interruptions.

(b) Granite and/or its Providers may perform emergency maintenance of On-Net Access Services or Off-Net Access Services in their respective sole and absolute discretion, with or without prior notice to Customer, to preserve the overall integrity of the Core Network or such Provider's network. Granite will use commercially reasonable efforts to notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts any Access Services.

2. **Rates and Charges.** Rates and Charges for Access Services are as set forth in the applicable Service Order Document(s) or as otherwise communicated to Customer at the time of ordering such Access Services and may vary depending on Access Service type, features, equipment and other costs required to deliver the Access Service to Customer.

3. **Service Term.** The initial minimum Service Term of all Access Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite, provided, notwithstanding the foregoing, all Access Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least twelve (12) months from the Service Start Date. Service Terms may be extended for additional monthly increments due to specific offerings or promotional terms. After the end of the initial minimum Service Term selected by Customer, and any renewal Service Terms selected by Customer, the Service Term shall automatically renew and continue on a month to month basis unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or the service is otherwise terminated in accordance with the Agreement.

4. **Early Termination Fees.** If any specific Access Services or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (a) 100% of the last three (3) months average billings multiplied by the number of months (or portions thereof) remaining under the then current Service Term of the specific Access Services (including the remaining portion of any amortized CPE charges), plus (b) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (c) actual expenses incurred by Granite to activate or terminate Access Services, plus (d) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite and any and all credits, allowances, discounts and/or other customer incentives provided by Granite to Customer.

Service Schedule D
VoIP Services

1. Services.

1.1 Description of Services. “VoIP Services” shall mean, and consist of, one (1) or more of the following Services: (a) “SIP Trunking” (session initiation protocol trunking); (b) “Hosted PBX” (i.e. hosted private branch exchange services); (c) SIP primary rate interface services (“SIP PRI”); (d) “Hosted Voice” (i.e. Internet-based dial tone services for 2-way voice communication with limited feature sets); (e) Virtual Auto Attendant (i.e. answering and routing of calls); (f) Virtual Voicemail; and (g) other Voice over Internet Protocol (VoIP) services, which may include basic voice, including local and long distance services and features.

1.2 Granite Equipment and Core Network; Customer Equipment.

(a) Provider Equipment and the Core Network shall remain the sole and exclusive property of Granite and/or its Provider(s), as applicable, and nothing contained herein, in any Service Order Documents or in any other document or writing accepted by Granite grants or conveys to Customer any right, title or interest in any Provider Equipment or the Core Network, nor shall anything herein constitute, create or vest in Customer any easement or any other property right. Notwithstanding that it may be or become attached or affixed to real property, the Core Network and Provider Equipment will at all times remain the property of Granite and/or its Providers, as applicable. Customer may not, nor permit others to, alter, adjust, encumber, tamper, repair or attempt to repair, rearrange, change, remove, relocate, or damage any Provider Equipment or the Core Network without the prior written consent of Granite. Customer may not cause any liens to be placed on any Provider Equipment or the Core Network, and will cause any such liens to be removed within ten (10) days of Customer’s knowledge thereof. Customer shall be liable to Granite for any loss or damage to Provider Equipment or the Core Network caused by Customer or any of its end users, invitees, licensees, customers, agents or contractors. Nothing herein shall prevent Granite from using the Core Network and Provider Equipment to provide Services to other customers.

(b) To the extent a Service Order Document requires Granite to complete construction, extend the Core Network and/or obtain additional Underlying Rights (as defined below in this Section 1.2(b)), Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights as necessary to provide VoIP Services. In the event that Granite is unable to obtain or maintain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Granite may cancel the applicable service order and shall incur no liability to Customer hereunder. Granite shall not be deemed to be in breach of the Agreement for its failure to meet any anticipated service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure event; (ii) failure to obtain, or delay in obtaining, any required Underlying Rights; (iii) construction delays; or (iv) any other circumstances beyond the control of Granite. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Core Network and/or for Granite to provide VoIP Services. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Services that are necessary for Granite to provide VoIP Services.

(c) VoIP Services utilize CPE purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents) and/or either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE for VoIP Services provided by Granite and Customer is not authorized to use CPE for any other purpose; (b) comply with all documentation and manufacturer’s instructions; and (c) take reasonable measures to protect and care for CPE. Customer is responsible for all loss, damage or destruction to CPE. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite. Granite may, at its sole and absolute discretion, suspend Service if any CPE does not comply with the provisions herein.

1.3 Access.

(a) Upon expiration or termination of the applicable Service Term, Customer shall grant Granite access to its premises as necessary to enable Granite to remove the Provider Equipment and any elements of the Core Network. Granite, its employees, contractors and/or agents shall have access to any Provider Equipment, elements of the Core Network or facilities at a Customer premises.

(b) Neither Customer nor any of its end users, invitees, licensees, customers, agents or contractors shall have any recourse against any property owner or property manager of any premises to which any VoIP Services are delivered and/or at which the Core Network or Provider Equipment is located, as a result of or in reliance upon the Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Granite and/or its underlying Provider(s), nor shall Granite have any liability for, or on behalf of, such property owner or property manager.

1.4 Provisioning. Customer must provide Granite with (i) a network assessment worksheet (in a form provided by or acceptable to Granite) for purposes of determining the current status and support characteristics of key network protocols, services and settings (including, but not limited to, a site survey document and Customer's local area network(s) minimum network requirements and firewall specifications) necessary for providing VoIP Services to Customer; and (ii) detail inventory of telephone numbers to be ported to Granite, and (iii) for each telephone number being ported (A) account name, (B) account address, and (C) account number. Customer acknowledges that the provisioning of VoIP Services depends on the accuracy and timely receipt of information on the network assessment worksheet, other documents and/or responses to questionnaires and additional questions from Granite. Granite is not responsible for any delays in provisioning or failures of VoIP Services related to inaccurate information provided by Customer or changes in Customer's network that are not communicated to Granite. Granite and/or its Providers will evaluate, design and provision VoIP Services based on a configuration proposed to, and accepted by, Customer. Customer acknowledges that there is no guaranty that Customer's current CPE or previously purchased or installed equipment can be used with VoIP Services.

1.5 Customer Provided Bandwidth. If Customer chooses to order VoIP Services utilizing its own separate Internet connection, whether or not ordered from Granite or a third party provider (i.e. "customer provided bandwidth, "CPB" or "over the top") and not order such VoIP Services over Granite MPLS Services, then the following conditions apply: (a) such VoIP Services shall be considered a "best efforts" VoIP Services, which means that Granite will not provide any service level agreements, warranties or guaranties, including, without limitation, for the voice quality; (b) Customer is responsible for (i) procurement, sizing, installation, configuration and operation of the CPB, (ii) maintenance, repair and replacement of CPB, and (iii) installation and activation CPE for the VoIP Services, in each case unless Customer separately contracts with Granite to provide such services, and (c) Customer network at such locations meets Granite's requirements for such VoIP Services.

1.6 Hosted PBX Services.

(a) Unless otherwise provided in Service Order Documents executed by Granite, Hosted PBX Services include the following: (i) monthly recurring seat charges, (ii) features (based upon the package selected by Customer on the Service Order Documents and specifically excluding those features set forth in Section 1.6(b)), (iii) local usage; and (iv) a long distance usage package per seat per month. Depending on the specific long distance usage package, Customer may pool the allotted long distance usage over the number of seats at the same location. Customer will be charged at Granite's then current MOU overage rate for long distance usage in excess of the amount set forth above.

(b) Unless otherwise provided in Service Order Documents executed by Granite, all other services and features will not be included in the Hosted PBX Services and will be provided at an additional charge, including, but not limited to: (i) directory listings, (ii) non-published, (iii) international calling and offshore calls to U.S. territories, (iv) directory assistance calls, (v) toll free services, (vi) call completion and any other pay-per-use features, (vii) all repair services, and (viii) non-recurring charges, including, but not limited to, service order charges, installation fees, no trouble found fees, and tag and locate fees.

1.7 SIP Trunking Services; Bursting. If selected by Customer as part of the SIP Trunking Services, Customer may order and purchase the ability to burst or go over the number of purchased SIP trunks when Customer's call volume so requires. For Customers selecting the bursting option, Granite will calculate for each calendar month the highest daily number of concurrent SIP trunks used in excess of the SIP trunks purchased by Customer. Granite shall bill, and Customer shall pay, an additional MRC for each such additional SIP trunk at Granite's then current rate for such bursting.

1.8 Maintenance.

(a) Granite will endeavor to conduct (or cause to be conducted) scheduled maintenance of On-Net Services that is reasonably expected to interrupt VoIP Services between 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Granite. Granite will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt Service, via telephone or e-mail, no less than two (2) days prior to commencement of such maintenance activities. Customer shall provide a list of Customer contacts for maintenance and escalation purposes, which may be included on the Service Order Documents, and Customer shall provide updated lists to Granite, as necessary. With respect to Off-Net Services, Granite's may interrupt VoIP Services for scheduled maintenance and other operational reasons, and Granite will use commercially reasonable efforts to provide notice when possible (provided, Granite shall not be liable for any failure to provide such notice or for its Providers failing to provide such notice). Except as otherwise provided in the Agreement, Customer shall not be entitled to receive any remuneration for such schedule interruptions.

(b) Granite and/or its Providers may perform emergency maintenance of On-Net Services or Off-Net Services in their respective sole and absolute discretion, with or without prior notice to Customer, to preserve the overall integrity of the Core Network or such Provider's network. Granite will use commercially reasonable efforts to notify Customer, as soon as reasonably practicable, of any such emergency maintenance activity that materially and adversely impacts any VoIP Services.

1.9 Call Duration, Fraudulent Calls, Etc.

(a) All user traffic must be "IP Originated" which means voice traffic which Customer represents and certifies as utilizing TCP/IP as a transmission protocol from the Customer's originating equipment (i.e. SIP phones, SIP PBX, TDM to SIP Gateway, IP adapter, etc.) to a TCP/IP gateway. Traffic identified as non-IP Originated is subject to incremental surcharge per minute on all calls.

(b) Each call's jurisdiction shall be determined by the geographic original point attributed to the outpulsed, valid Automatic Number Identification (ANI) and Customer's called number. Customer is required to utilize and outpulse ANIs that are registered with the North American Numbering Plan Administration (NANPA) and which have been provided to Granite prior to outpulse. Unless otherwise approved by Granite in its sole and absolute discretion, Customer may not outpulse anonymous phone numbers, defined as those numbers that do not conform to a Customer-provided ANI (i.e. 8XX) or otherwise have an indeterminate jurisdiction. Anonymous numbers may be blocked, failed or billed at intrastate rates based on the rates applicable to Customer's physical location where the call originates.

(c) Customer shall indemnify and hold Granite harmless for any and all costs, expenses, claims, or actions (including reasonable legal expenses) in all proceedings arising from fraudulent usage, of any nature, of the VoIP Service(s), including, but not limited to costs arising from international usage or long duration calls. Customer shall not be excused from paying Granite for VoIP Service(s) provided to Customer or any portion thereof on the basis that fraudulent usage comprised a portion of the charges or on the basis that Granite did not block Customer's international calling ability. In the event Granite discovers fraudulent usage, nothing contained herein shall prohibit Granite from taking immediate action that Granite deems to be reasonably necessary to prevent such fraudulent usage from taking place including, without limitation, blocking, re-blocking, or terminating VoIP Service(s) to or from specific locations, provided that Granite shall not be required under any circumstances to take such action. The parties agree that Customer shall be responsible for any fraud, unauthorized use, and is required to provide total payment of charges associated with such fraud and unauthorized.

(d) Granite's fair use policy ("Fair Use Policy") is to prevent abuse, fraud or unreasonable exploitation of Granite's unlimited usage service plans, as applicable, and unreasonable overutilization of Granite's facilities. Granite's unlimited calling plans are intended solely for normal commercial use. Granite's unlimited calling plans are designed only for continuous live dialog between two individuals. Unusual calling patterns, excessive called numbers and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. Granite's unlimited calling plans may not be used for auto-dialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, inbound/outbound customer service, telemarketing (including charitable or political solicitation or polling), fax or voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom or transcription service. Granite has other plans applicable for such applications and businesses. Granite reserves the right to monitor call traffic patterns and determine, in its sole discretion, what is normal usage. For unlimited calling plans, Granite may apply a surcharge per minute of use to the number of minutes by which Customer's usage exceeds this normal usage.

(e) Customer shall not pass 900, 500, 700, or invalid numbers.

(f) Customer is aware and acknowledges that Granite has no control over the international routes of its Providers. Therefore, Granite cannot assure or guarantee calls/voice quality for all international traffic. Customer agrees that all calls completed will be considered valid and billable, regardless of call quality.

(g) If Customer wishes to block international calls, Customer must ensure that such request is in writing, in the body of the Service Order for the VoIP Services for which international blocking is to be applied. Any such blocking request that is not in writing will not be valid. For the purpose of call blocking, "international" refers only to those calls using a 011 prefix. Thus, for example, phone calls from the United States to Canada are not International calls and cannot be blocked. It is Customer's responsibility to understand the limits on any call blocking functionality. Granite, in its sole discretion, may block calls to certain countries based on the risk of fraud, provided, Customer may request Granite to unblock such countries and in such event shall be responsible for all calls to such countries.

(h) A call is considered completed when it is answered by either a live person, or by voicemail systems, answering machines, private branch exchanges, or interexchange switching equipment. Granite begins billing at call pickup. In the event more than forty percent (40%) of total call attempts (inbound, outbound or toll free) in a billing period are abandoned or incomplete for any reason, Granite reserves the right to disconnect the seat/circuit and/or to charge, and Customer shall pay, an additional surcharge per abandoned call during such billing period.

(i) If in any given month more than ten percent (10%) of Customers calls are six (6) seconds or less in duration ("Short Duration Calls"), then Granite will assess a surcharge for such Short Duration Calls per call.

(j) During the Service Term, Granite will monitor Customer monthly call distribution and identify excessive traffic originating from or terminating to a high cost area ("HCA") defined as high-cost LATA's/OCN's and certain non-Regional Bell Operating Company areas. If the total amount of HCA minutes exceeds 30% in a given month, then a surcharge will be applied to all minutes in excess of 30% in the following invoice.

(k) Granite reserves the right to monitor Customer's calling patterns. Should Granite determine Customer has exhibited calling patterns that are uncustomary or exceed normal outbound to inbound ratios, Granite reserves the right to assess either a one time or rate per minute surcharge on all inbound calls.

(l) International calls terminating to a wireless device, such as a cellular phone, pager, personal computer, or personal digital assistant may have a separate higher rate applied. Customer shall be responsible for payment of any additional charges as a result of the applied rate, which will appear as an international mobile termination charge on Customer's bill.

1.10 **Music On Hold Service.** Customer may also be purchasing Granite's music hosting services (the "**Music Hosting Services**"), which may be purchased separately. Customer grants to Granite and its Providers a non-exclusive, worldwide, and royalty-free license for the term of these Music Hosting Services to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Customer's content as necessary for the purposes of rendering and operating the Music Hosting Services. If Customer provides Granite with material that Customer wishes Granite to host (e.g., custom music for Customer's music on hold) ("**Custom Materials**"), Customer represents and warrants that Customer has obtained and will maintain all necessary and appropriate rights, approvals and/or licenses for use of the Custom Materials. Customer agrees to indemnify and hold Granite, its officers, directors, employees, affiliates, Providers, other suppliers and shareholders harmless for all third party claims arising out of use of the Custom Materials. Customer expressly: (a) grants to Granite and its Providers and other suppliers a license to cache materials distributed or made available for distribution via the Music Hosting Services, including content supplied by third parties and (b) agrees that this caching is not an infringement of any of Customer's intellectual property rights or any third party's intellectual property rights. Customer shall indemnify and hold harmless Granite (including its reasonable attorneys' fees and expenses) in connection with any claim or violation of any intellectual property rights in related to materials distributed or made available for distribution via the Music Hosting Services.

1.11 **VoIP Assurance Plan.** If selected by Customer, the "**VoIP Assurance Plan**" may include, for a monthly recurring charge based on the package ordered by Customer: (a) maintenance for equipment, service and repairs; (b) 24/7/365 remote alarm monitoring; (c) on-site and/or remote support; (d) second-day parts replacement; and (e) first response priority. Other charges may apply. Customer may cancel the VoIP Assurance Plan within ten (10) days of the Service Start Date without charge. Following ten (10) days after the Service Start Date, the minimum service term for the VoIP Assurance Plan is thirty (30) days. Should Customer fail to provide reasonable access to Granite to diagnose and/or repair service issues, Granite will be excused from performance and Customer may be subject to a no-access charge.

1.12 **Alarm Systems and VoIP Services.** To the extent that Granite provides VoIP Services which Customer utilizes for transmission of alarm system signals, Customer acknowledges that Granite is not responsible for the functionality of such alarm systems and signals. Customer understands that VoIP Services and other Services are not infallible. Customer specifically acknowledges that Granite does not represent or warrant that the transmission of alarm signals will not be interrupted, circumvented or compromised. If VoIP Services are not operative, no alarm signals can be received by the monitoring station. Customer understands that VoIP Services may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond Granite's control. The use of VoIP Services or other internet-based telephone service may prevent from the transmission of alarm signals at any time, and/or interfere with the telephone line-seizure features of Customer's alarm system. **In the event Customer elects to use VoIP Services for alarm lines; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. Customer accepts full responsibility for alarm system compliance with the authority having jurisdiction.**

2. **Rates and Charges.** Rates and Charges for VoIP Services are as set forth in the applicable Service Order Document(s) or as otherwise communicated to Customer at the time of ordering such VoIP Services and may vary depending on VoIP Service type, features, equipment and other costs required to deliver the VoIP Service to Customer.

3. **Service Term.** The initial minimum Service Term of all VoIP Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite, **provided**, notwithstanding the foregoing all VoIP Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least twelve (12) months from the Service Start Date. Service Terms may be extended for additional monthly increments due to specific offerings or promotional terms. After the end of the initial minimum Service Term selected by Customer, and any renewal Service Terms selected by Customer, the Service Term shall automatically renew and continue on a month to month basis unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or the service is otherwise terminated in accordance with the Agreement.

4. Early Termination Fees. If any specific VoIP Services or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (a) 100% of the last three (3) months average billings multiplied by the number of months (or portions thereof) remaining under the then current Service Term of the specific VoIP Services (including the remaining portion of any amortized CPE), plus, (b) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (c) actual expenses incurred by Granite to activate or terminate VoIP Services, plus (d) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite and any and all credits, allowances, discounts and/or other incentives provided by Granite to Customer.

Service Schedule E
Mobility Services

1. Services.

1.1 Description of Services.

(a) “Mobility Services” consist of: (i) mobile/cellular (voice, data and/or text) (“Mobility Voice Services”) and/or (ii) mobile/cellular data services (“Mobility Data Services”), including, machine to machine data services (“M2M Services”).

(b) Mobility Services plans (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change, with or without notice, provided, Granite will use reasonable efforts to provide at least thirty (30) days advance written notice to Customer of such changes if any modifications are adverse to a Customer. Customer may change to a different available Mobility Service plan at any time provided Customer pays any applicable Early Termination Fees and/or other cancellation or change charges. The change will most likely be made within twenty-four (24) business hours of the Provider’s receipt of the request from Granite and will most likely become effective on the first (1st) day of the following month’s billing cycle provided, that, for Mobility Voice plan changes: (i) the changes may occur during a month’s billing cycle in which instance billing will be prorated accordingly, (ii) any and all accrued overage charges shall be applied and billed up to the date that the plan change is made, and (iii) plan changes and activations shall only occur on Business Days.

(c) Certain Mobility Service plans may allow for pooling (meaning that the minutes of usage, text and/or data allowances in a specific Mobility Service plan can be shared between two (2) or more Devices owned by Customer.) With Granite’s prior written approval, which may be given or withheld at its sole discretion, Customer may pool within the same Mobility Service plan, with the same Provider or across Mobility Service plans or across Providers.

(d) For international calling, Customer must specifically order such services from Granite and applicable rates and charges will apply. International calling is not available unless specifically ordered by Customer for the specific Device and Mobility Service plan.

1.2 Devices.

(a) Mobility Services utilize Devices purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents) and either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to Devices provided by Granite, Customer shall (i) use such Device for Mobility Services provided by Granite and Customer is not authorized to use the Device for any other purpose; (ii) comply with all documentation and manufacturer’s instructions for such Device; and (iii) take reasonable measures to protect and care for the Device. Customer is responsible for all loss, damage or destruction to Devices.

(b) Unless covered by warranty, otherwise provided for in these Mobility Terms of Service or Customer otherwise engages Granite to provide specific additional services, Customer shall be solely and exclusively responsible for all Device maintenance, configuration, management and/or support and Granite will have no obligation to maintain or repair Devices.

(c) For Devices provided by Granite to Customer and for which Granite has waived or discounted all or a portion of the cost of such Devices, upon early termination or expiration of the specific Mobility Services or the Agreement, if requested by Granite Customer shall return such Devices to Granite in good condition, ordinary wear and tear excepted, otherwise Customer shall be liable for the replacement cost of such Devices.

(d) If a Customer’s Device becomes inoperable, e.g., “breaks,” Customer shall be responsible for the remaining balance of the Device, if the cost was amortized by Granite, and for replacing the Device to fulfill the remainder of the applicable Service Term. If Customer opts to not fulfill the remainder of the Service Term, applicable Early Termination Fees shall apply.

1.3 Prohibited and Permissible Uses.

(a) The absolute capacity of a Provider(s) network is limited, therefore Mobility Services are only provided for circumscribed purposes.

(b) Customer agrees that Mobility Services may be used only for the following permitted purposes: (i) voice communications; (ii) texting; (iii) web browsing; (iv) e-mail; (v) intranet access, including access to corporate intranets, email, and/or individual productivity applications such as customer relationship management, sales force, and field service automation; (vi) uploading and downloading applications and content to and from the Internet; and (vii) using applications and content without excessively contributing to network congestion.

(c) Mobility Services are not intended to be used in any manner which has any of the following effects and such use is prohibited if it: (i) is resold by Customer either alone or as part of any other good or service; (ii) tethers a wireless device to a computing device (such as a computer, smartphone, eBook or eReader, media player, laptop, or other devices with similar functions) through use of connection kits, applications, devices or accessories (using wired or wireless technology) and Customer's Mobility Service plan is not designed for this purpose; (iii) there is a Mobility Services plan required for a particular use and Customer have not subscribed to that plan; (iv) is used for remote monitoring to provide medical and/or life-sustaining care for any individual; or (v) is used to monitor third parties without their permission including prisoner or parolee monitoring. Mobility Services may not be used in any manner that (1) conflicts with applicable law or regulation; (2) defeats, obstructs, compromises or penetrates, or attempts to defeat, obstruct, compromise or penetrate the security measures of Granite's or its Provider(s)' network or systems, or another entity's network or systems; (3) accesses, or attempts to access without authority, the accounts of others; (4) adversely affects the ability of other people or systems to use either Mobility Services or other parties' Internet-based resources (for example, this includes, but is not limited to, malicious software or "malware" that is designed, intentionally or unintentionally, to infiltrate a network or computer system such as spyware, worms, Trojan horses, rootkits, and/or crimeware; "denial of service" attacks against a network host or individual user; and "spam" or unsolicited commercial or bulk e-mail (or activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail); (5) has the effect of excessively contributing to network congestion, hindering other customers' access to the network, or degrading network performance; (6) uses high bandwidth applications, services and content that is not optimized to work with Mobility Services and, therefore disproportionately and excessively contribute to network congestion (this includes, but is not limited to, redirecting television signals for viewing on computing devices, web broadcasting, and/or the operation of servers, telemetry devices, or supervisory control and data acquisition devices, unless they meet Mobility Services optimization requirements); and/or (7) any other reason which Granite determines, in its sole and absolute discretion, has an adverse effect.

(d) If Customer or an End User fails to comply with the restrictions on use of Mobility Services, Granite reserves the right to (i) deny, disconnect, suspend, modify and/or terminate Mobility Services, without notice, to Customer if Granite believes Customer is using Mobility Services in any manner prohibited or whose usage adversely impacts Granite's and/or its Provider(s) network or service levels or hinders access to Granite's and/or its Provider(s)' network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and/or (ii) otherwise protect Granite's and/or its Provider(s)' network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. Customer may not use Mobility Services other than as intended by Granite, in accordance with the terms and conditions of its Providers and/or in accordance with applicable laws and regulations. Granite may, but is not required to, monitor Customer's compliance, or the compliance of its End Users, with Granite's terms, conditions, or policies. Customer shall be assessed applicable Early Termination Fees or applicable cancellation fees or charges as a result of any termination by Granite pursuant to this Section.

(e) Customer shall not use or assist others to use Mobility Services or any Device for any unlawful, unauthorized, abusive or fraudulent purpose or a violation of Granite's AUP. Mobility Services may be restricted or cancelled if there is a reasonable suspicion of unlawful, unauthorized, abusive or fraudulent use or a violation of Granite's AUP. Granite will use reasonable efforts to provide Customer prompt notice of any such restriction or termination. Customer must make good faith efforts to minimize abuse or fraudulent use, to promptly report to Granite any such abuse or fraudulent use of which they become aware, and to cooperate in any investigation or prosecution initiated by Granite. Customer must also use its best efforts to disable any Devices, or

otherwise block access to Mobility Service to any End User suspected of abuse or fraudulent use. Abuse and fraudulent use of Mobility Services or any Device includes, but is not limited to: (i) attempting or assisting another to access, alter, or interfere with the communications of and/or information about another wireless customer; (ii) tampering with or making an unauthorized connection to the network; (iii) installing any amplifiers, enhancers, repeaters, or other devices that modify the radio frequencies used to provide Mobility Service; (iv) subscription fraud; (v) using Mobility Services in such a manner so as to interfere unreasonably with the use of Mobility Services by one or more other wireless customers or End Users or to interfere unreasonably with Granite or its Provider's ability to provide Mobility Service; (vi) using Mobility Services to convey obscene, salacious, or unlawful information; (vii) using Mobility Services without permission on a stolen or lost Device; (viii) unauthorized access to Mobility Services; (ix) using Mobility Services to provide voice over IP services (excluding uses authorized by Granite such as "find me follow me" and other mobile applications or uses); (x) extensive use of Mobility Services outside of the service area in such a manner as to unreasonably increase Granite's or its Provider's costs; (xi) reverse engineering and / or decompiling Mobility Services and / or Devices; and, (x) transmission of messages in violation of these Mobility Terms of Service.

In the event a Device is lost or stolen, Customer must immediately suspend or cancel Mobility Services to the affected Device and SIM by contacting Granite. Except as otherwise provided by law, Customer is responsible for all charges incurred until they report the theft or loss to Granite, and Customer remains responsible for complying with all other obligations under these Mobility Terms of Service including, but not limited to, paying any applicable monthly service charge while use of the Device is suspended. Granite may cancel such Mobility Services if Granite believes such Mobility Services are being used in an unlawful, abusive or fraudulent manner. Prior such cancellation, Granite will attempt to give Customer notice of its intent to cancel. In the event Customer instructs Granite to retain such Mobility, Customer will be responsible for paying all charges, whether authorized, unauthorized, or fraudulent, associated with such number, including but not limited to charges incurred by any clone or duplication of that number.

(f) Any CPE, Devices and Mobility Services provided for use with VoIP Services may only be used to provide VoIP Services.

1.4 Security. Granite does not guarantee security of any Mobility Services. If Customer uses a Device to access Customer email and/or information, it is Customer's responsibility to ensure its use complies with its internal policies and security procedures. Customer is solely responsible for maintaining adequate security and control of any and all Devices, login IDs, passwords, and/or any other codes that Customer or its End User creates or that Granite or its Provider(s) issues to Customer for the purpose of giving it access to any activation, enrollment, configuration, and support services. Granite and its Provider(s) are entitled to rely on information it receives from anyone using those login IDs, passwords and other codes and may assume that all such information was submitted by a Customer or on its behalf. Mobility Services and Customer's and End User's use of Mobility Services can be affected by eavesdroppers, hackers, denial of service attacks, viruses, and/or interceptors. Granite and its Provider(s) do not promise or guarantee the privacy or security of communications using Mobility Services.

1.5 Provisioning. Customer shall provide Granite with the following information for each individual end user that is registered to use Mobility Services: (a) name; (b) business address; (c) telephone number; (d) email address; and (e) device(s). Customer must promptly notify Granite of any updates to this information. For Mobility Services converted to Granite from other carriers, Customer may be responsible for applicable early termination fees or other charges upon conversion.

1.6 Intellectual Property. Customer and its End Users must respect the intellectual property rights of Granite, its Provider(s), third-party content providers and any other owner of intellectual property. Except for material in the public domain, all material displayed in association with the Mobility Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner.

1.7 NOTICE REGARDING TRANSMISSION OF WIRELESS EMERGENCY ALERTS (Commercial Mobile Alert Service). Certain of Granite's Provider(s) have chosen to offer wireless emergency alerts within portions of their respective service area on wireless emergency alert capable devices. There is no additional

charge for these wireless emergency alerts. Wireless emergency alerts may not be available on all devices or in the all service areas, or if a subscriber is outside of the Provider's service area. In areas in which the emergency alerts are transmitted, such alerts may not be received by an End User of the Mobility Service even though the End User has a device capable of receiving them. This notice is required by FCC Rule 47 C.F.R. § 10.250 (Commercial Mobile Alert Service). In transmitting emergency alerts pursuant to Federal law, the designated Provider, including its officers, directors, employees, vendors, and agents, shall not be liable to any subscriber to, or user of, the designated Provider's wireless service or equipment for any act or omission related to or any harm resulting from the transmission of, or the failure to transmit, an emergency alert; or the release to a government entity or agency, public safety, fire service, law enforcement official, emergency medical service, or emergency facility of subscriber information used in connection with delivering an emergency alert.

1.8 Definitions. The following definitions apply to Mobility Services:

"Device" means equipment used by a Customer or an End User to originate or receive wireless transmissions on a Provider's network, including, but not limited to, any machine to machine communications unit, wireless telephone, wireless modem, SIM, other equipment and any accessories.

"End User" means Customer's employees, agents, representatives, invitees, contractors and/or third parties obtaining access to, benefiting from, or using Customer's Mobility Service.

1.9 Additional Terms and Conditions.

(a) Customer acknowledges that Granite provides Mobility Services using a Provider(s) network, therefore Customer agrees that Customer, End Users and Mobility Services shall be subject to additional terms and conditions as set forth by such Provider(s), including, without limitation, acceptable use policies.

(b) The following apply to Mobility Voice Services: (i) voice-capable Devices must subscribe to a Mobility Voice Services plan and an activation fee shall apply for each Device; (ii) Customer may purchase a Mobility Voice Services plan that includes Mobility Data Services as well; (iii) the primary line shall be responsible for, i.e., bear any and all liability for, the monthly plan and the primary Device access charge (Customer is responsible for providing Granite information on which line/device shall be the primary line/device); and (iv) each Device sharing a plan, if applicable, shall pay its own Device access charge.

(c) The following apply to "Mobile Share Plans" (meaning plans that allow the sharing of plan allowances (i.e., voice, data and/or text limits) among Devices: (i) Customer sharing may be permitted across Mobile Share Plans; (ii) Mobile Share Plans may include: (A) the ability to share data across multiple Devices; (B) unlimited talk for voice-capable Devices; and (C) unused plan data from the current bill period may roll-over for use and expire after one (1) billing period; (iii) additional monthly charges applying for each and every Device on the plan; (iv) Customer cannot "mix and match" shared and non-shared plans or pooling and non-pooling plans; (v) are only available in the domestic United States (meaning 50 states and Puerto Rico); and (vi) Customer is responsibility to know its coverage area.

(d) The following shall apply to "Loaner Devices" (meaning Devices that Granite may, in its sole and absolute discretion including, but not limited to, the period of time that Granite shall provide such Loaner Devices, provide to Customer on a temporary basis):

(i) Generally. (A) Granite may provide a Loaner Device(s) to Customer on a Mobility Voice Services plan to allow a Customer temporary voice access (if/as applicable, Customer shall be responsible for forwarding its calls to the Loaner Device(s)); (B) Customer will be responsible at minimum for one (1) month of monthly recurring charges associated with the Mobility Voice Services plan (i.e., the Mobility Voice Services plan will not be prorated) and Customer will also be responsible for all accrued overages/fees roaming fees and, if used for data, for all related charges; (C) if Customer needs a Device for more than one (1) months' time (meaning, one (1) billing month plus one (1) day or greater), any such further time shall be permitted in Granite's sole discretion and the Customer will be responsible for the second (2nd) month's monthly recurring charges (such charges will not be prorated); (D) sharing or pooling of access plans for Loaner Device shall not be permitted, regardless of whether a Customer has multiple Devices with Mobile Share Plans; (E) Loaner Devices shall be either new Devices or, in

Granite's sole discretion, previously used and / or refurbished Devices in good condition and working order; (F) Customer will be charged the full retail price for all Loaner Devices that are damaged and/or not returned to Granite within five (5) Business Days after the end of the loan period; (G) if, subject to Granite's approval, the Customer chooses to keep the phone, then Customer will be charged the full retail price of the Device; and (H) all data or other usage is excluded and if used Customer will be subject to standard overage rates.

(ii) Phones. In supplement and subject to Section 1.9(d)(i) above, phones that are provided as Loaner Devices on an emergency basis to temporarily substitute for Customer's primary voice access (i.e., the primary voice access being unavailable due to an emergency like a natural disaster) (A) shall be basic "flip phones" (not smartphones); and, (B) shall be used for voice access services only, use of data services shall be strictly prohibited.

(iii) Hosted Voice. In supplement and subject to Section 1.9(d)(i) above, Loaner Devices used to provide Hosted Voice Services (A) shall be returned to Granite within ten (10) days of the expiration of the Service Term; (B) Service Terms shall not exceed ninety (90) days'; and (C) shall be used for voice access services, use of data services shall be strictly prohibited.

2. Rates and Charges.

2.1 Rate Charges.

(a) Rates and Charges for Mobility Services are as set forth in the Service Order Documents or as otherwise communicated to Customer at the time of ordering such Mobility Services and may vary depending on Mobility Service type, features, equipment and other costs required to deliver the Mobility Service to Customer. For Mobility Services with a monthly allowance, once Customer exceeds Customer's monthly allowance for a Device or the specific Mobility Services plan, Customer will be automatically charged for overages as specified in the applicable Mobility Services plan. All allowances, including overages, must be used in the billing period in which the allowance is provided. Unused allowances will not roll over to subsequent billing periods. Usage charges, if any, will be charged as specified in Customer's Mobility Services plan rates. **MOBILITY SERVICES WILL BE RATED BASED ON ACTUAL USAGE ROUNDED UP TO THE NEAREST WHOLE BILLING INCREMENT.** Data sent and received includes, but is not limited to downloads, email, overhead and/or software update checks. Granite shall provide Customer with notice of overages.

(b) Granite has the right to impose additional charges if Customer usage exceeds its specific plan allowances, features are added, etc.

3. Service Term; Early Termination Fees.

3.1 Service Term.

(a) Mobility Services are month to month unless: (i) Customer orders amortized Device(s) from Granite as set forth in Section 3.1(b), (ii) otherwise stated in a Service Order Document as set forth in Section 3.1(c).

(b) For Mobility Services where the Customer orders amortized Devices from Granite, an initial minimum Service Term shall apply that matches or exceeds the length of the Devices' amortization period. In the event Customer orders amortized Devices from Granite, Customer shall elect an initial minimum Service Term of twelve (12) months, twenty-four (24) months, or thirty-six (36) months for the specific Mobility Service plan utilizing the amortized Device. If Customer does not elect an initial minimum Service Term, it shall default to an initial minimum Service Term which matches the length of the applicable Devices' amortization period. After the end of the initial minimum Service Term selected by Customer, and any renewal Service Terms selected by Customer, the Service Term shall automatically renew and continue on a month to month basis unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or the service is otherwise terminated in accordance with the Agreement. In the event Customer terminates a specific Mobility Service after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term, Customer shall be charged an Early Termination Fee as set forth in Section 3.2.

(c) For Mobility Services where a specific Service Order Document identifies the initial minimum Service Term, such initial minimum Service Term as identified by the Service Order Document shall apply. After the end of the initial minimum Service Term selected by Customer, and any renewal Service Terms selected by Customer, the Service Term shall automatically renew and continue on a month to month basis unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or the service is otherwise terminated in accordance with the Agreement. In the event Customer terminates a specific Mobility Service after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term, Customer shall be charged an Early Termination Fee as set forth in Section 3.2.

3.2 Early Termination Fees.

(a) If any specific Mobility Services as described in Section 3.1(b) or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (i) 100% of the remaining portion of any amortized Devices charges, plus (ii) actual expenses incurred by Granite to activate or terminate Mobility Services, plus (iii) \$199.00. In the event the amortized Device charges are bundled or combined in any way with the Mobility Services, the total bundled or combined amount shall be used for purposes of calculating the Early Termination Fee under Section 3.2(a)(i). Specific to Mobility Voice Services, notwithstanding anything to the contrary: (i) if Customer terminates before the end of a month, the Customer shall be assessed that month's total monthly recurring charges for usage, and (ii) terminations shall only take effect on Business Days.

(b) If any specific Mobility Services as described in Section 3.1(c) or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (a) 100% of the last three (3) months average billings multiplied by the number of months (or portions thereof) remaining under the then current Service Term of the specific Mobility Services (including 100% of the remaining portion of any amortized Device charges), plus (b) actual expenses incurred by Granite to activate or terminate Mobility Services, plus (c) charges waived or discounted by Granite and any and all credits, allowances, discounts and/or other customer incentives provided by Granite to Customer, plus (d) \$199.00. Specific to Mobility Voice Services, notwithstanding anything to the contrary: (i) if Customer terminates before the end of a month, the Customer shall be assessed that month's total monthly recurring charges for usage, and (ii) terminations shall only take effect on Business Days.

4. Service Level Agreements.

4.1 General. Mobility Services are a "best effort" service therefore Granite and its Provider(s) cannot guarantee speeds, network availability or other service levels in most cases. "Best effort" delivery describes a service and does not provide any guarantees that data is delivered or that an end user is given a guaranteed quality of service level or a certain priority. With a best effort service all end users obtain best effort service, meaning that they obtain unspecified service levels, depending on the current traffic load. Granite does not guarantee availability of Mobility Services. Mobility Services may be subject to certain equipment and compatibility/limitations, including, without limitation, memory, storage, network availability, coverage, accessibility and/or data conversion limitations. Actual speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building use and capacity constraints.

4.2 M2M Services. With respect solely to M2M Services, in the event of a total M2M Services outage within a service area that is not caused by a Customer or any of its end users, invitees, licensees, customers, agents or contractors and such total outage lasts for a period of twenty four (24) consecutive hours or more, a credit allowance will be made at Customer's request in the form of a pro rata adjustment of the fixed monthly recurring charges billed by Granite to Customer with respect to the affected Devices. For each full 24 consecutive-hour period of total outage, the pro rata adjustment made shall be equal to 1/30th of the fixed monthly recurring charges billed by Granite to Customer with respect to the affected Devices. Periods of discontinuous outage may not be accumulated in determining if an outage has continued for at least twenty four (24) hours. In order to receive such

credit, Customer must submit a written request to Granite for an outage credit, stating the date and location of the outage, the Devices affected, and such other information as Granite may reasonably require. Such notice must be received by Granite within thirty (30) days following the last date of the period of outage. Granite offers no other remedies for service outages.

4.3 Service Credits. Notwithstanding anything to the contrary stated herein or in other documents, including, but not limited to, the General Terms of Service, any service credits awarded to Customer for Mobility Services shall be limited to service credits received by Granite from underlying Provider(s), if any. Customer's sole and exclusive remedy, and Granite's sole and exclusive liability and responsibility, for any failure of network availability of Mobility Services is as stated in this Section 4. All service credits, if any, will be determined on a Provider by Provider basis. Service credit amounts, if any, that Customer receives for Mobility Services shall in no event exceed the service credit amounts Granite's receives from its Provider(s).

5. Additional Terms and Conditions of Service.

5.1 If Mobility Services and / or Devices are utilized to provide VoIP services, Granite's VoIP Services Additional Terms and Conditions of Service shall apply.

Service Schedule F
Granite Grid Services

1. Services.

1.1 Description of Services. “Granite Grid Services” consist of: (a) access via Granite’s fiber network installed at each location to provide connectivity to the Internet between Customer premises and Granite’s or its Provider’s network; (b) On-Net MPLS Services; (c) monitoring of Customer circuit; and (d) maintenance, configuration, management and/or support of CPE specifically for, or related to, the use of Granite Grid Services. In addition, Customer may order additional add-on services to Granite Grid Services, including, but not limited to: (i) inside wire services; (ii) Wi-Fi Services; and/or (iii) VoIP Services.

1.2 Granite Equipment and Core Network; Customer Equipment.

(a) Provider Equipment and the Core Network shall remain the sole and exclusive property of Granite and/or its Provider(s), as applicable, and nothing contained herein, in any Service Order Documents or in any other document or writing accepted by Granite grants or conveys to Customer any right, title or interest in any Provider Equipment or the Core Network, nor shall anything herein constitute, create or vest in Customer any easement or any other property right. Notwithstanding that it may be or become attached or affixed to real property, the Core Network and Provider Equipment will at all times remain the property of Granite and/or its Providers, as applicable. Customer may not, nor permit others to, alter, adjust, encumber, tamper, repair or attempt to repair, rearrange, change, remove, relocate, or damage any Provider Equipment or the Core Network without the prior written consent of Granite. Customer may not cause any liens to be placed on any Provider Equipment or the Core Network, and will cause any such liens to be removed within ten (10) days of Customer’s knowledge thereof. Customer shall be liable to Granite for any loss or damage to Provider Equipment or the Core Network caused by Customer or any of its end users, invitees, licensees, customers, agents or contractors. Nothing herein shall prevent Granite from using the Core Network and Provider Equipment to provide Services to other customers.

(b) To the extent a Service Order Document requires Granite to complete construction, extend the Core Network and/or obtain additional Underlying Rights (as defined below in this Section 1.2(b)), Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights as necessary to provide Granite Grid Services. In the event that Granite is unable to obtain or maintain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Granite may cancel the applicable service order and shall incur no liability to Customer hereunder. Granite shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure event; (ii) failure to obtain, or delay in obtaining, any required Underlying Rights; (iii) construction delays; or (iv) any other circumstances beyond the control of Granite. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Core Network and/or for Granite to provide Granite Grid Services. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Services that are necessary for Granite to provide Granite Grid Services.

(c) Granite Grid Services utilize CPE purchased at Customer’s own expense (unless otherwise provided in the Service Order Documents) and either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE for Granite Grid Services provided by Granite and Customer is not authorized to use CPE for any other purpose; (b) comply with all documentation and manufacturer’s instructions; and (c) take reasonable measures to protect and care for CPE. Customer is responsible for all loss, damage or destruction to CPE. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite. Granite may, at its sole and absolute discretion, suspend Service if any CPE does not comply with the provisions herein. Except as otherwise contracted for by Customer or provided as part of Granite Grid Services, Granite will have no obligation to install, maintain, or repair CPE.

1.3 Access.

(a) Upon expiration or termination of the applicable Service Term, Customer shall grant Granite access to its premises as necessary to enable Granite to remove the Provider Equipment and any elements of the Core Network. Granite, its employees, contractors and/or agents shall have access to any Provider Equipment, elements of the Core Network or facilities at a Customer premises.

(b) Neither Customer nor any of its end users, invitees, licensees, customers, agents or contractors shall have any recourse against any property owner or property manager of any premises to which any Granite Grid Services are delivered and/or at which the Core Network or Provider Equipment is located, as a result of or in reliance upon this Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Granite and/or its underlying Provider(s), nor shall Granite have any liability for, or on behalf of, such property owner or property manager.

1.4 Provisioning. Customer must provide Granite with a network assessment worksheet (in a form provided by or acceptable to Granite) for purposes of determining the current status and support characteristics of key network protocols, services and settings (including, but not limited to, a site survey document and Customer's local area network(s) minimum network requirements and firewall specifications) necessary for providing Granite Grid Services to Customer. Customer acknowledges that the provisioning of Granite Grid Services depends on the accuracy and timely receipt of information on the network assessment worksheet, other documents and/or responses to questionnaires and additional questions from Granite. Granite is not responsible for any delays in provisioning or failures of Granite Grid Services related to inaccurate information provided by Customer or changes in Customer's network that are not communicated to Granite.

1.5 Maintenance.

(a) Granite will endeavor to conduct (or cause to be conducted) scheduled maintenance of On-Net Services that is reasonably expected to interrupt Granite Grid Services between 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Granite. Granite will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt Service via telephone or e-mail, no less than two (2) days prior to commencement of such maintenance activities. Customer shall provide a list of Customer contacts for maintenance and escalation purposes, which may be included on the Service Order Documents, and Customer shall provide updated lists to Granite, as necessary. With respect to Off-Net Services, Granite may interrupt Granite Grid Services for scheduled maintenance and other operational reasons, and Granite will use commercially reasonable efforts to provide notice when possible (provided, Granite shall not be liable for any failure to provide such notice or for its Providers failing to provide such notice). Except as otherwise provided in this Agreement, Customer shall not be entitled to receive any remuneration for such schedule interruptions.

(b) Granite and/or its Providers may perform emergency maintenance of On-Net Services or Off-Net Services in their respective sole and absolute discretion, with or without prior notice to Customer, to preserve the overall integrity of the Core Network or such Provider's network. Granite will use commercially reasonable efforts to notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts any Granite Grid Services.

1.6 MPLS Services Ethernet Services and VoIP Services. Granite Grid Services are subject to additional terms and conditions for MPLS Services, VoIP Services, Ethernet Services and other Granite services as applicable.

2. Rates and Charges. Rates and Charges for Granite Grid Services are as set forth in the applicable Service Order Document(s) or as otherwise communicated to Customer at the time of ordering such Granite Grid Services and may vary depending on Granite Grid Service type, features, equipment and other costs required to deliver the Granite Grid Service to Customer.

3. Service Term. The initial minimum Service Term of all Granite Grid Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite,

provided, notwithstanding the foregoing, all Granite Grid Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least twelve (12) months from the Service Start Date. Service Terms may be extended for additional monthly increments due to specific offerings or promotional terms. After the end of the initial minimum Service Term selected by Customer, and any renewal Service Terms selected by Customer, the Service Term shall automatically renew and continue on a month to month basis unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or the service is otherwise terminated in accordance with this Agreement.

4. Early Termination Fees. If any specific Granite Grid Services or this Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (a) 100% of the last three (3) months average billings multiplied by the number of months (or portions thereof) remaining under the then current Service Term of the specific Granite Grid Services (including the remaining portion of any amortized CPE charges), plus (b) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (c) actual expenses incurred by Granite to activate or terminate Granite Grid Services, plus (d) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite and any and all credits, allowances, discounts, and/or other customer incentives provide by Granite to Customer.

Service Schedule G
Managed Services

1. Services.

1.1 Description of Services.

(a) “Managed Services” shall mean, and consist of, one or more of the following:
(i) Managed Access Remediation Services; (ii) Managed LAN Services; (iii) Managed Security Services; (iv) Managed WAN Optimization Services.

(b) Managed Services shall only be available to Customer if: (i) Customer purchased applicable underlying Services from Granite; (ii) the CPE is installed by Granite or its Providers; and (iii) Customer selected one or more Managed Services on the Service Order Documents.

(c) For purposes of this Service Schedule J, references to CPE may be referring to Provider Equipment dependent upon the Services procured and generally may include but is not limited to, switches, access points, routers, firewalls, and devices.

1.2 Specific Terms and Conditions Applicable to Certain Managed Services. Customer shall be subject to additional terms and conditions applicable to the specific Managed Service, as set forth in **Exhibit A** to this Service Schedule, attached hereto, and incorporated herein.

1.3 Equipment and Limitations of Managed Services.

(a) Customer may elect to decline Managed Services at the time it purchases other underlying Services and/or CPE. In such event Customer agrees and understands that Customer shall be solely responsible for managing the configuration on the CPE and neither Granite nor its Providers shall be responsible for any management and/or configuration support services for the underlying Services and/or the CPE. Customer may request to receive, and Granite may agree to provide, Managed Services at a later date. In addition to the MRC's applicable to Service selected, Customer will be billed, and agrees to pay, a one-time initial configuration charge as set forth in the Service Order Documents.

(b) Managed Services utilize CPE purchased at Customer's own expense (unless otherwise provided in the Service Order Documents) and either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE only for Managed Services provided by Granite and Customer is not authorized to use CPE for any other purpose; (b) comply with all documentation and manufacturer's instructions; and (c) take reasonable measures to protect and care for CPE. Customer is responsible for all loss, damage or destruction to CPE. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite. Granite may, at its sole and absolute discretion, suspend Service if any CPE does not comply with the provisions herein. Granite may utilize contractors and subcontractors for some or all of the Managed Services.

(c) Managed Services are only available for Customer's internal business purposes and are not for resale. All Managed Services are subject to Granite's Moderation of Use Policy and/or AUP.

(d) Granite is not responsible for (i) ensuring Customer's applications or LAN are properly performing; (ii) the validity of IP addresses provided for programming; or (iii) any performance issues over access that is not provided by Granite unless otherwise identified in the applicable Service Order Document.

1.4 Physical and Diagnostic Access.

(a) Remote access to the CPE must be available for all Managed Services. Remote access shall be used by Granite and its subcontractors to support and troubleshoot the Customer's CPE. Customer agrees to provide an analog phone line for the remote access, which may be a “shared” (e.g., use for fax and

diagnostic modem) analog phone line from Granite or another provider or a “dedicated” (e.g., use for diagnostic modem only) analog phone line from Granite or another provider.

(b) Upon expiration or termination of a specific Managed Service, Customer shall grant Granite access to its premises as necessary to enable Granite to remove the Provider Equipment and any elements of the Core Network.

(c) Neither Customer nor any of its end users, invitees, licensees, customers, agents or contractors shall have any recourse against any property owner or property manager of any premises to which any Managed Services are delivered and/or at which the Core Network or Provider Equipment is located, as a result of or in reliance upon the General Terms of Service. Without limiting the foregoing, this provision shall not be construed to impose any liability on Granite and/or its underlying Provider(s), nor shall Granite have any liability for, or on behalf of, such property owner or property manager.

1.5 Granite Equipment and Core Network; Customer Equipment.

(a) Provider Equipment and the Core Network shall remain the sole and exclusive property of Granite and/or its Provider(s), as applicable, and nothing contained herein, in any Service Order Documents or in any other document or writing accepted by Granite grants or conveys to Customer any right, title or interest in any Provider Equipment or the Core Network, nor shall anything herein constitute, create or vest in Customer any easement or any other property right. Notwithstanding that it may be or become attached or affixed to real property, the Core Network and Provider Equipment will at all times remain the property of Granite and/or its Providers, as applicable. Customer may not, nor permit others to, alter, adjust, encumber, tamper, repair or attempt to repair, rearrange, change, remove, relocate, or damage any Provider Equipment or the Core Network without the prior written consent of Granite. Customer may not cause any liens to be placed on any Provider Equipment or the Core Network, and will cause any such liens to be removed within ten (10) days of Customer’s knowledge thereof. Customer shall be liable to Granite for any loss or damage to Provider Equipment or the Core Network caused by Customer or any of its end users, invitees, licensees, customers, agents or contractors. Nothing herein shall prevent Granite from using the Core Network and Provider Equipment to provide Managed Services to other customers.

(b) To the extent a Service Order Document requires Granite to complete construction, extend the Core Network, and/or obtain additional Underlying Rights (“Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Core Network and/or for Granite to provide Managed Services) Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights as necessary to provide Managed Services. In the event that Granite is unable to obtain or maintain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Granite may cancel the applicable service order and shall incur no liability to Customer hereunder. Granite shall not be deemed to be in breach of the General Terms of Service for its failure to meet any anticipated service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure event; (ii) failure to obtain, or delay in obtaining, any required Underlying Rights; (iii) construction delays; or (iv) any other circumstances beyond the control of Granite.

1.6 Responsibilities of Parties.

(a) Granite may reject any order for Managed Services that is not in accordance with the provisions of the General Terms of Service and these Managed Services Terms of Service.

(b) Granite is not responsible for any delays in provisioning or failures of Managed Services related to inaccurate information provided by Customer and/or changes in Customer’s network that are not communicated to Granite. Customer must provide Granite with information, documentation, forms and/or a network assessment worksheet (in forms provided by or reasonably acceptable to Granite) for purposes of determining the current status and support characteristics of key network protocols, services and settings (including, but not limited to, a site survey document and Customer’s local area network(s) minimum network requirements and firewall specifications) and other information necessary for providing Managed Services to Customer. Customer

acknowledges that the provisioning of Managed Services depends on the accuracy and timely receipt of information on the network assessment worksheet, other documents and/or responses to questionnaires and additional questions from Granite. Granite and/or its Providers will evaluate, design, and provision Managed Services based on a scope proposed to, and accepted by, Customer. Customer acknowledges that there is no guaranty that Customer's current CPE or previously purchased or installed equipment can be used with Managed Services.

(c) Customer shall cooperate with Granite and any of its employees, agents or contractors as necessary or reasonable requested by Granite in order for Granite to provide Managed Services. This assistance and cooperation includes, but is not limited to: (i) designating a technical point of contact to work with Granite as needed and a point of contact to receive status reports and other communications; (ii) providing Granite with all necessary information to complete the Managed Services (including install information to configure CPE); (iii) a complete list of applications that Customer is currently running; (iv) assistance in schedule of installations and service calls (including coordinating with appropriate Customer personnel at branches/locations); (v) providing Granite with existing CPE configurations; (vi) providing a safe and hazard free work environment at each location and property security environmental conditions for CPE at each location; (vii) promptly communicating any details of any changes made by Customer to its internal systems that would impact CPE in any way; (viii) ensuring that the CPE installation location is in the same general area as the local access demarcation point (i.e. no more than 150 feet); and (ix) providing such other cooperation and assistance as is reasonably necessary (e.g. execution of LOA or other documents).

(d) Customer agrees not to modify, enhance, or otherwise alter any CPE or other equipment related to Managed Services or Managed Services without Granite's prior written consent.

(e) Customer will be responsible for the completion of all documentation requested by Granite, including all onboarding information forms to include information regarding sites(s), basic LAN architecture, equipment information, service plan details and contact information.

(f) Customer shall comply with all obligations set forth in any end user software licenses for software provided by Granite. Customer acknowledges that it is not relying on any representations or warranties made by a manufacturer except for those warranties expressly made in any software end user license agreement (if applicable to Customer).

2. Rates and Charges. Rates and Charges for Managed Services are as set forth in the applicable Service Order Document(s) or as otherwise communicated to Customer at the time of ordering such Managed Services and may vary depending on Managed Service type, features, equipment and other costs required to deliver the Managed Service to Customer.

3. Service Term. The initial minimum Service Term of all Managed Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite, provided, notwithstanding the foregoing, all Managed Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term. Service Terms may be extended for additional monthly increments in accordance with specific offerings or promotional terms as permitted by Granite. After the end of the initial minimum Service Term selected by Customer, the Managed Service shall automatically terminate unless the Customer notifies Granite of its intent to enter into a renewal Service Term no later than thirty (30) days prior to the end of the then current Service Term.

4. Early Termination Fees. If any specific Managed Services or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (a) 100% of the MRC multiplied by the number of months (or portions thereof) remaining under the then current Service Term of the specific Managed Services (including the remaining portion of any amortized CPE), plus (b) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (c) actual expenses incurred by Granite to activate or terminate Managed Services, plus (d) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite.

Exhibit A

1. Managed Access Remediation Services.

1.1 Ping Monitoring.

(a) Customer's CPE is eligible for Ping Monitoring Service if (i) the CPE has a public facing routable static IP address.

(b) Ping Monitoring Service consist of one or more of the following: (i) reachable host monitoring 24x7x365; (ii) Customer notification of incident for Customer retail services; (iii) incident management and troubleshooting for Granite provided services, (iv) historical incident report; (v) e-mails notifications when tickets are opened, updated or closed.

(c) Granite's Data Repair team will support the applicable Service after its Service Start Date. Granite's Data Repair team serves as the primary contact point for Customers to report maintenance problems, obtain updates on trouble tickets, or request escalations. Granite will automatically notify the Customer in the event of two consecutive failed ping responses within (10) ten minutes. If the underlying Service is provided by Granite, the Data Repair team will open a support case, investigate detected issues, and remedy the issue.

1.2 Advanced Monitoring Service.

(a) Customer's CPE is eligible for Advanced Monitoring Service if: (i) the CPE is API ("application programming interface") capable; (ii) Customer is an existing Customer with twenty (20) or more locations; (iii) scope of support responsibilities is mutually agreeable between Customer and Granite; and, (iv) CPE does not have to be supplied by Granite.

(b) Advanced Monitoring Service consist of one or more of the following: (i) up/down monitoring 24x7x365; (ii) Customer notification of incident for Customer retail services; (iii) incident management and troubleshooting for Granite provided Services; (iv) historical incident report; and, (v) e-mail notification when tickets are opened, updated or closed.

(c) Granite's Data Repair Team will support the applicable Service after its Service Start Date. The Data Repair Team serves as the primary contact point for Customer to report maintenance problems, obtain updates on trouble tickets, or request escalations. Granite will automatically notify Customer in the event of CPE issues as indicated by API parameters. If the underlying Service is provided by Granite, the Data Repair Team will open a support case, investigate detected issues, and remedy.

1.3 Managed Router/VPN Service.

(a) Customer's CPE is eligible for Managed Router Services if (i) the CPE has a public facing routable static IP address and (ii) is Granite deployed CPE.

(b) Managed Router Services consist of one or more of the following: (i) initial router configuration; (ii) up/down monitoring 24x7x365; (iii) portal access and analytics; (iv) average response times; (v) CPU utilization; (vi) memory utilization (vii) packet loss; (viii) trend analytics (daily, weekly, monthly, yearly); (ix) bandwidth management - utilization metrics; (x) incident management and troubleshooting; (xi) proactive trouble tickets; (xii) e-mails notification when tickets are opened, updated or closed; and, (xiii) WAN interface status reporting; (xiv) hardware health monitoring SNMP traps/polling.

(c) Cisco DMVPN technology is utilized to create and maintain virtual private network links between onsite nodes. These nodes are typically Cisco premise routers however model recommendation will vary per solution.

(d) Granite's Network Operation Center ("NOC") will support the applicable CPE after its Service Start Date. Granite's NOC serves as the primary contact point for Customer to report maintenance

problems, obtain updates on trouble tickets, or request escalations. Granite will notify the affected Customer within fifteen (15) minutes. Granite's NOC will automatically open a support case, investigate detected issues, and notify the Customer if Granite believes the detected issues may affect the performance of the Managed Router and VPN Services.

2. Managed LAN Services.

2.1 Managed Wi-Fi Service.

(a) Customer is eligible for Managed Wi-Fi Services if the CPE is deployed and installed by Granite. In the event the CPE is deployed and installed by a different provider, Granite may, at its sole discretion, provide Managed Wi-Fi Services.

(b) Managed Wi-Fi Services consist of one or more of the following: (i) initial access point configuration; (ii) up/down monitoring 24x7x365; (iii) Customer portal read access for analytics; (iv) incident management and troubleshooting; (v) proactive trouble tickets; and (vi) e-mail notifications when tickets are opened, updated or closed.

(c) Granite's NOC will support the applicable device after its Service Start Date. Granite's NOC serves as the primary contact point for Customer to report maintenance problems, obtain updates on trouble tickets, or request escalations. Granite will automatically notify Customer in the event the CPE is down for fifteen (15) minutes. During the troubleshooting process, Granite will reach out to Customer to coordinate with a physical presence onsite. If troubleshooting determines that the underlying service is the root cause and that Service is with Granite, a support case will be opened and the issue will be remedied.

(d) If troubleshooting determines the access point is defective and that the issue is not due to some other component of the system, misconfiguration, misuse of, or environmental damage to the product. Granite will use commercially reasonable efforts to ship a CPE replacement unit of the same or equivalent model type.

(e) Granite may perform software upgrades of the access points which will occur during regularly schedule maintenance periods. Upgrades will typically be conducted during regularly scheduled maintenance windows. In the event an upgrade is deemed necessary outside regularly scheduled maintenance period, Granite will use reasonable efforts to notify Customer in advance of such maintenance.

(f) For any Managed Wi-Fi Services where Granite did not perform the initial installation, Customer represents and warrants to Granite that the CPE is: (i) in proper working order; (ii) has been installed in accordance with manufacture's specifications; (iii) is located in a suitable environment; and, (iv) Customer's Wi-Fi infrastructure must: (A) support 802.1q; (B) possess the ability to service multiple VLANs; and, (C) provide trunk ports to wireless access points. For installations where Granite did not perform the initial installation: (1) an onboarding service fee will apply to establish Managed Wi-Fi Services; and (2) the remediation of any issues identified during the onboarding process is the responsibility of the Customer at its own cost and expense. During the transition of the responsibility for the WLAN equipment, Customer shall provide Granite with full write access to the WLAN CPE to enable Granite to take the WLAN CPE under management and to ensure Granite can successfully monitor the CPE.

(g) Customer must provide prominent notice and consent terms to individual users in order to: (i) add individual user's devices to the network (and will provide similar provisions to individual users); (ii) permit Granite and its Provider(s) to collect, use, and disclose traffic information; and, (iii) to the extent Customer uses systems manager, to use systems manager as described above (including, without limitation, accessing and deleting files on devices) and to permit Granite and its Provider(s) to collect, use, and disclose systems manager data. Customer hereby consents to collection, use, and disclosure of traffic information and, to the extent Customer uses systems manager, to Granite and its Provider(s)' use of the device management functionality and its collection, use, and disclosure of systems manager data, in each case.

(h) Customer will obtain any necessary permits, licenses, variances, and/or other authorizations required by state and local jurisdictions for installation and operation of the equipment on Customer's

premises or where the jurisdiction requires Customer to obtain the permit, license, variance and/or authorization. Customer will inform Granite prior to any deployment of industrial, scientific and medical wireless devices or other devices that can interfere with or disturb the performance of Managed Wi-Fi Service. Customer will provide a graphical interface for effective administration of all information regarding the location of any CPE. Customer is responsible for providing all internal cabling between the router, switches and the Managed Wi-Fi Services equipment and, if applicable, all internal cabling between the access point and the antennas that are provided as part of Managed Wi-Fi Services according to Granite's specifications.

2.2 Managed Switch Service.

(a) Customer is eligible for Managed Switch Services if the CPE is deployed and installed by Granite. In the event the CPE is deployed and installed by a different provider, Granite may, at its sole discretion, provide Managed Switch Services.

(b) Managed Switch Services consist of one or more of the following: (i) initial switch configuration; (ii) up/down monitoring 24x7x365; (iii) portal read access and analytics; (iv) incident management and troubleshooting, (v) proactive trouble tickets; and, (vi) e-mails notifications when tickets are opened, updated or closed.

(c) Granite's NOC will support the applicable device after its Service Start Date. Granite's NOC serves as the primary contact point for Customers to report maintenance problems, obtain updates on trouble tickets, or request escalations. Granite will automatically notify the Customer in the event the CPE is down for fifteen (15) minutes. During the troubleshooting process, Granite will reach out to Customer to coordinate with a physical presence onsite. If troubleshooting determines that the underlying service is the root cause and that Service is with Granite, a support case will be opened the issue will be remedied.

(d) If troubleshooting determines the switch is defective and that the issue is not due to some other component of the system, misconfiguration, misuse of, or environmental damage to the product, Granite will use commercially reasonable efforts to ship a hardware replacement unit of the same or equivalent model type for delivery to occur on the next business day.

(e) Granite will perform software upgrades of the switches which will occur during regularly schedule maintenance periods. Granite has the right to upgrade this service to a more recent switch software version at its discretion. Upgrades will typically be conducted during regularly scheduled maintenance windows. In the event an upgrade is deemed necessary outside regularly scheduled maintenance periods, Granite will use reasonable efforts to notify Customer in advance of such maintenance.

2.3 LAN Management Service.

(a) Customer's CPE is eligible for LAN Management Service if (i) the CPE is API capable; (ii) Customer is an existing Granite Customer with fifty (50) or more locations; (iii) scope of support responsibilities is mutually agreeable between Customer and Granite; (iv) CPE does not have to be supplied by Granite; and, (v) Customer agrees to a site survey conducted by a Granite technician in order to document LAN network.

(b) LAN Management Service consist of one or more of the following: (i) up/down monitoring 24x7x365; (ii) Customer notification of incident for Customer retail services; (iii) incident management and troubleshooting for Granite provided services, (iv) historical incident report; and, (v) e-mails notifications when tickets are opened, updated or closed.

(c) Granite's Data Repair Team will support the applicable Services after its Service Start Date. Granite's Data Repair Team serves as the primary contact point for Customers to report maintenance problems, obtain updates on trouble tickets, or request escalations. Granite will automatically notify the Customer in the event of CPE issues as indicated by API parameters. If the underlying Service is provided by Granite, the Data Repair Team will open a support case, investigate detected issues, and remedy such issues. Specifics of management will be outlined in the scope and may involve a combination of Granite support teams and support procedures.

3. Managed Security Services.

3.1 Managed Premise Firewall Service.

(a) Customer is eligible for Managed Premise Firewall Services if the CPE is deployed and installed by Granite. In the event the CPE is deployed and installed by a different provider, Granite may, at its sole discretion, provide Managed Premise Firewall Services.

(b) Managed Premise Firewall Services consist of one or more of the following: (i) initial Premise Firewall configuration; (ii) up/down monitoring 24x7x365; (iii) Customer portal read access for analytics; (iv) incident management and troubleshooting; (v) proactive trouble tickets; and, (vi) e-mail notifications when tickets are opened, updated or closed.

(c) Customer must complete and provide the appropriate, current configuration form. Granite will configure Managed Firewall in accordance with Customer's configuration submission. Customer is responsible for confirming that its Firewall System is configured in accordance with Customer's preferences prior to and after activation of Managed Firewall.

(d) Granite's NOC will support the applicable device after its Service Start Date. Granite's NOC serves as the primary contact point for Customers to report maintenance problems, obtain updates on trouble tickets, or request escalations. Granite will automatically notify the Customer in the event the CPE is down for fifteen (15) minutes. During the troubleshooting process, Granite will reach out to Customer to coordinate with a physical presence onsite. If troubleshooting determines that the underlying service is the root cause and that Service provided by Granite, a support case will be opened until the issue is remedied.

(e) If troubleshooting determines the Premise Firewall is defective and that the issue is not due to some other component of the system, misconfiguration, misuse of, or environmental damage to the product. Granite will use commercially reasonable efforts to ship a CPE replacement unit of the same or equivalent model type.

(f) Granite may perform software upgrades of the Premise Firewall which will occur during regularly schedule maintenance periods. Upgrades will typically be conducted during regularly scheduled maintenance windows. In the event an upgrade is deemed necessary outside a regularly scheduled maintenance periods, Granite will use commercially reasonable efforts to provide Customer with advance notice of such maintenance.

3.2 Managed Network Firewall Service.

(a) Customer is eligible for Managed Network Firewall Services if the CPE is deployed and installed by Granite. In the event the CPE is deployed and installed by a different provider, Granite may, at its sole discretion, provide Customer Managed Network Firewall Services. A non-CPE Cloud Network Firewall is also available for applicable Customer solutions.

(b) Managed Network Firewall Services consist of one or more of the following: (i) initial Network Firewall configuration; (ii) up/down monitoring 24x7x365; (iii) historical reporting; (iv) incident management and troubleshooting; (v) proactive trouble tickets; and, (vi) e-mails notifications when tickets are opened, updated or closed.

(c) Customer must complete and provide the appropriate, current configuration form. Granite will configure Managed Firewall in accordance with Customer's configuration submission. Customer is responsible for confirming that its Firewall System is configured in accordance with Customer's preferences prior to and after activation of Managed Firewall.

(d) Granite's NOC will support the applicable device after its Service Start Date. Granite's NOC serves as the primary contact point for Customers to report maintenance problems, obtain updates on trouble tickets, or request escalations. Granite will automatically notify the Customer in the event the CPE is down for fifteen (15) minutes. During the troubleshooting process, Granite will reach out to Customer to coordinate with a

physical presence onsite. If troubleshooting determines that the underlying service is the root cause and that Service is with Granite, a support case will be opened until it can be remedied.

(e) If troubleshooting determines the Network Firewall is defective and that the issue is not due to some other component of the system, misconfiguration, misuse of, or environmental damage to the product, Granite will use commercially reasonable efforts to ship a hardware replacement unit of the same or equivalent model type.

(g) Granite may perform software upgrades of the Network Firewall which will occur during regularly schedule maintenance periods. Upgrades will typically be conducted during regularly scheduled maintenance windows. In the event an upgrade is deemed necessary outside a regularly scheduled maintenance periods, Granite will use commercially reasonable efforts to provide Customer with advance notice of such maintenance.

3.3 Managed Security Services Disclaimer.

(a) DISCLAIMER. MANAGED SECURITY SERVICES IS PROVIDED AS IS. GRANITE'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES REGARDING MANAGED SECURITY SERVICES ARE EITHER: (A) SET FORTH IN CORRESPONDING SECTION OF THE SERVICE LEVEL AGREEMENT OR (B) TO HAVE GRANITE REPAIR OR REPLACE ANY GRANITE-PROVIDED FIREWALL DEVICE IF IT IS DEFECTIVE. CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) THE MANAGED SECURITY SERVICES CONSTITUTE ONLY ONE COMPONENT OF CUSTOMER'S OVERALL SECURITY PROGRAM AND ARE NOT A COMPREHENSIVE SECURITY SOLUTION; (B) THERE IS NO GUARANTEE THAT THE MANAGED SECURITY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT NETWORKS OR SYSTEMS CONNECTED TO THE FIREWALL OR SUPPORTED BY THE MANAGED SECURITY SERVICES WILL BE SECURE, OR THAT THE MANAGED SECURITY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS; (C) THERE IS NO GUARANTEE THAT ANY COMMUNICATIONS SENT BY MEANS OF THE MANAGED SECURITY SERVICES WILL BE PRIVATE; (D) THERE IS NO GUARANTEE THAT ANY AVAILABLE CONTENT OR URL BLOCKING SOFTWARE WILL BLOCK ALL SITES NOT DESIRED BY CUSTOMER OR THAT SUCH SOFTWARE WILL NOT BLOCK ANY SITES THAT ARE DESIRED BY CUSTOMER; AND (E) ANY AVAILABLE CONTENT OR URL BLOCKING SOFTWARE IS USED AT CUSTOMER'S SOLE RISK AND DISCRETION.

4. Managed WAN Optimization Services.

4.1 Managed SD WAN Service.

(a) Customer is eligible for Managed SD WAN Services if the CPE is deployed and installed by Granite. In the event the CPE is deployed and installed by a different provider, Granite may, at its sole discretion, provide Customer Managed SD WAN Services.

(b) Managed SD WAN Services consist of one or more of the following: (i) initial SD WAN configuration; (ii) active/active WAN configuration; (iii) up/down monitoring 24x7x365 of CPE and WAN interfaces; (iv) Customer portal read access for analytics; (v) incident management and troubleshooting, (vi) proactive trouble tickets; (vii) e-mail notifications when tickets are opened, updated or closed.

(c) Customer must complete and provide the appropriate, current configuration form. Granite will configure SD WAN CPE and network policies in accordance with Customer's configuration submission. Customer is responsible for confirming that its network policies are configured in accordance with Customer's preferences prior to and after activation of Managed SD WAN.

(d) Granite's NOC will support the applicable device after its Service Start Date. Granite's NOC serves as the primary contact point for Customer to report maintenance problems, obtain updates on trouble tickets, or request escalations. Granite will automatically notify the Customer in the event the CPE is down for fifteen (15) minutes. During the troubleshooting process, Granite will reach out to Customer to coordinate with a

physical presence onsite. If troubleshooting determines that the underlying service is the root cause and that Service is with Granite, a support case will be opened until the issue is remedied.

(e) If troubleshooting determines the SD WAN is defective and that the issue is not due to some other component of the system, misconfiguration, misuse of, or environmental damage to the product, Granite will use commercially reasonable efforts to ship a CPE replacement unit of the same or equivalent model type.

(f) Granite will perform software upgrades of the SD WAN which will occur during regularly schedule maintenance periods. Upgrades will typically be conducted during regularly scheduled maintenance windows. In the event an upgrade is deemed necessary outside a regularly scheduled maintenance periods, Granite will use commercially reasonable efforts to provide Customer with advance notice of such maintenance.

Service Schedule H

Network Integration Services

1. Services.

1.1 Description of Services. Granite shall provide Network Integration Services, (“NI Services”) for various projects (referred to individually as a “Project” and collectively as “Projects”). NI Services includes structured cabling, inside wiring, network infrastructure, equipment installation and related services, as may more fully be set forth on an individual project basis. The NI Services to be provided by Granite to Customer will be detailed on a form or other order document that the parties will execute to authorize and initiate a specific project (the “Proposal,” “Statement of Work,” and/or “SOW”).

1.2 Changes to Services. Customer may order changes in the SOW within the general scope of the SOW, consisting of additions, deletions, or other revisions to the specifications, including, but not limited to, scheduling changes. All changes to the NI Services, including scheduling or time of performance changes, shall be pursuant to a written change order prepared by Granite and executed by both Customer and Granite (the “Change Order”). The Change Order must set forth in detail (i) any changed or additional NI Services or scheduling changes under the applicable SOW to be performed or to be deleted, (ii) the additional (or reduced) fees resulting from the change in the NI Services, and (iii) any resulting change in the time of performance of the NI Services. No Change Order shall be effective unless signed by an authorized representative of both Customer and Granite.

1.3 Access. Except as otherwise provided in a SOW, Customer shall provide Granite with reasonable access during normal business hours to the site(s) described in a SOW in order to perform the NI Services. Whenever possible, Granite shall provide at least 24 hours’ notice to Customer’s designated representative for the project before visiting a facility so that the necessary preparations can be made for Granite’s arrival. Any site where NI Services shall be performed shall be clear of any furniture, fixtures, debris, or other material that may hinder the performance of the NI Services. Any customer provided equipment or supplies to be installed shall be located near the site of installation or use, or as otherwise requested by Granite or set forth in a SOW. Customer’s failure to adhere to these terms may result in additional fees based on Granite’s standard hourly rates

1.4 WARRANTY. Granite warrants its work and materials against defects for one (1) year from the date of completion. Products provided as part of the Proposal shall carry the manufacturer’s warranty and shall not be covered under any Granite warranty. Except as specifically provided herein, GRANITE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. GRANITE SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. Granite’s sole liability shall be discharged by replacing or repairing any part or parts which may prove defective under normal and proper use, within the effective period of the warranty, if shown to be defective by proper evidence submitted to Granite. In the event any parts and/or structural appurtenances of a product are altered or modified by Customer without the express written consent of Granite any and all warranties shall immediately cease and terminate. Customer acknowledges and agrees that the limited warranties provided herein shall constitute the entire warranty for the Proposal and any breach thereof. Response for warranty repair services shall be during normal business hours Monday through Friday on a four (4) to twenty four (24) business hour basis. Prevailing labor rates shall be used for charges not covered under the warranty conditions.

2. Rates and Charges.

2.1 Invoicing and Payment. In consideration for providing the NI Services to the Customer, the Customer agrees to pay Granite the fees set forth in the applicable SOW. For Projects quoted at greater than ten thousand (\$10,000.00) dollars, Granite shall invoice Customer in three equal installments as follows: (i) one-third of the total amount due shall be paid as of the date of the SOW, (ii) one-third of the total amount due shall be invoiced as of the date that the SOW is approximately 50% completed (as reasonably determined by Granite), and (iii) one-third of the total amount due shall be invoiced as of the date that the SOW is substantially completed.

2.2 Travel Expenses. Customer shall be liable for all pre-approved travel and related expenses incurred by Granite in delivering the NI Services listed in the applicable SOW. In addition, the amounts payable for the NI Services do not include any amounts for sales, use or other similar taxes. If any such taxes are determined to be required, they will be added to the amounts payable by Customer under this Agreement. All taxes based upon Granite' income shall be the responsibility of Granite.

3. Termination of NI Services.

3.1 Termination by Granite. Granite may terminate any SOW if Customer: (i) materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice describing such breach has been delivered to Customer, except in the case of failure to pay fees, which must be cured within ten (10) days after Granite gives Customer notice of such delinquency; or (ii) becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed or discontinued, as applicable, within sixty (60) days of filing.

3.2. Termination by Customer. Customer may terminate any SOW if Granite: (i) materially breaches a SOW and fails to cure such breach within thirty (30) days after written notice describing such breach has been delivered to Granite; or (ii) becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed or discontinued, as applicable, within sixty (60) days of filing.

3.3 Effect of Termination. Upon the termination of a SOW, all unpaid charges will become due immediately, and as compensation to Granite for such termination, unless this termination as a result of a material breach by Granite, Customer shall pay Granite the percentage of the total price corresponding to the proportion of the amount of work completed on the date of termination to the total work to be done, that are not recoverable in the normal course of Granite's business.

4. Ordering Network Integration Services.

4.1 Order Processes. Customer may order NI Services by accepting a Proposal or SOW submitted to Customer or another substantially similar document, with the requisite information included or appended therewith; through, other Service Order Documents; or, via other means mutually agreeable to the parties, e.g., emails between authorized representative of the parties, provided such emails explicitly authorize and accept such additional services by an authorized representative of both parties. Said additional services will be subject to the terms and conditions of the Agreement and any additional terms and conditions agreed to between the parties. Where there is not a Proposal, Granite may charge Customer for certain additional NI Services that are furnished or arranged by Granite, on an "a la carte" basis, provided that before Granite arranges or furnishes any Network Integration Services, Granite will obtain the prior written or oral approval of Customer.

5. Assumptions and Exclusions (as applicable).

In addition to any assumptions and exclusions identified in a SOW the following assumptions and exclusions

- Any necessary backboard shall be supplied and installed by others.
- Granite is not responsible for any installation/programming of any electronic equipment.
- Assumes this is a non-union location and has been priced accordingly.
- Significant changes to cable pathways, scope of work, station count or other items that effect the structured cabling installation may require a change to the pricing.
- Idle time incurred by Granite due to absence of Customer supplied materials, required escorts, clearances, permits inability to enter work place or other factors beyond our control, will be billed at \$99.00 per hour per technician plus travel time and related expenses.
- The above pricing is budgetary in nature until Granite is able to perform a site survey.

- Length of cable used to determine proper billing classification will be based upon actual length as determined by the certification test results.
- Only work and materials specified in this proposal will be performed and supplied. Both parties will agree upon any deviations and any adjustments will be made only with written Change Order/Work Authorization.
- All work will be performed during daytime hours, 7:00 AM and 12:00 noon and 12:30 PM and 4:00 PM Monday – Friday except holidays recognized by Granite, the contractor. Overtime and premium time labor is excluded.
- All work areas are assumed to be within an asbestos free environment. Work in any hazardous material environments is excluded.
- All right of ways, easements and permits shall be provided by Customer or Customer's agent.
- Granite will utilize existing conduits, wire troughs and raceways provided they are in good condition, free of obstruction, contain "drag lines" and are of adequate size. Where conduits are not available, cable will be installed in shafts and/or above ceilings when possible.
- Granite shall have clear access to all areas being affected by the performance of work including but not limited to such issues as moving furniture or office equipment and availability of elevators.
- All A.C. power must be accessible, of adequate sizing and locally available.
- All staging and phasing is excluded. The project, once started is to be continuous.
- All scaffolding or aerial lifts needed to provide services hereunder are excluded from the pricing.
- All materials supplied by Granite and installation thereof, will conform to National Fire Protection Agency (NFPA) and National Electrical Code (NEC), Local Electrical Code, and any other applicable codes, regulations, or laws.
- In the event of materials furnished by others, all such materials shall be delivered to the job-site not less than twenty-four (24) hours prior to installation of the required materials. Granite shall make a requisition with sufficient notice to the provider for such materials. Granite shall bear no responsibility for provider-generated quantities specifications, suitability for intended use, or timely delivery of such materials and consequent delay, if any.
- Any delays caused by Customer due to interference of work schedule, material delivery, change of work or concealed conditions, resulting in an increase in cost to Granite to perform work shall be at the expense of the Customer.
- Labor for replacing ceiling tiles damaged in the normal course of installation will be provided at an additional charge by Granite when such tiles are supplied by Customer.
- Does not include removal of old abandoned cable from the site.
- Price does not include any shipping/destination charges, tax and permits.
- Any work requiring specialty licenses and / or permits may be performed, as required, by Granite's licensed affiliated entities and / or by Granite's subcontractors.