

# Network Operating Agreement

Massachusetts Technology Park Corporation

And

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[Date]

NETWORK OPERATING AGREEMENT

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## **NETWORK OPERATING AGREEMENT**

This Network Operating Agreement (“NOA” or “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the Massachusetts Technology Park Corporation, an independent public instrumentality of the Commonwealth of Massachusetts, established, organized, and existing pursuant to Chapter 40J of the Massachusetts General Laws and doing business as the Massachusetts Technology Collaborative, together with its successors and assigns, (“MassTech”), and \_\_\_\_\_, a \_\_\_\_\_ of the \_\_\_\_\_ (“Network Operator”). MassTech and the Network Operator are collectively referred to as the “Parties” and individually as a “Party.”

### **RECITALS**

- A. MassTech is the owner of the MassBroadband 123 Network, defined herein as the MassTech Network, a middle mile broadband network enabling the provision of affordable next generation high speed broadband internet to government agencies, businesses, residences, and other entities throughout 123 communities in western and north central Massachusetts.
- B. Network Operator is a provider of broadband network operations and support services and solutions and is experienced and skilled in the administration, management, maintenance, provisioning, performance, and sale of wholesale third party access to complex network systems such as the MassTech Network.
- C. In 2022, MassTech issued a Request for Proposals (the “RFP”) seeking a public or private provider of network operations and support services to, among other things, operate, market, manage, and maintain the MassTech Network on behalf of MassTech.
- D. MassTech received and evaluated all proposals submitted in response to the RFP, including the proposal submitted by the Network Operator, and in reliance upon the representations contained in the Network Operator’s RFP proposal and in subsequent meetings, and in accordance with all Applicable Laws and policies governing procurement, MassTech selected the Network Operator as the candidate that submitted the best overall proposal to serve as the network operator for the MassTech Network.

**NOW THEREFORE**, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

### **ARTICLE 1. DEFINITIONS**

As used in this Agreement as well as incorporated Exhibits, Schedules, and/or Appendices, the following terms when capitalized have the meanings set forth below. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the

singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1 **“Access Lines”** are the portion of the MassTech Network connected to the Core Network which is used to bring Services to one or more Demarcation Points. Access Lines generally run from a Point of Interconnection to one or more End User Customer locations.
- 1.2 **“Affiliate”** means, with respect to the Network Operator, any Person who or which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Network Operator, and for purposes of this Agreement includes, but is not limited to parent company, siblings, subsidiaries, special purpose entities, and other affiliates, to the extent that the activities of these entities affect the MassTech Network or the Network Operator’s obligations, including its Revenue Sharing commitments, under this Agreement.
- 1.3 **“Allowed Network Operator Funded Capital Improvements Amortization with Net Revenue”** shall have the meaning set forth in Section 4.15
- 1.4 **“Alterations”** means alterations, additions, transfers, relocations, and/or modifications to that portion of the MassTech Network that is the subject of the MassDOT Operating Agreement and MassDOT Lease Agreement for any purpose consistent with the uses granted in the MassDOT Operating Agreement and MassDOT Lease Agreement, including, without limitation, the installation of optical fiber in the four conduits installed along Interstate 91 or any thereafter installed empty conduits within the MassTech Network covered by these MassDOT agreements, or by connecting a third party’s optical fiber via the shared resources handholes covered by these MassDOT agreements. The MassDOT Operating Agreement and MassDOT Lease Agreement are attached as Exhibits H and G respectively.
- 1.5 **“Alternative Access Point” or “AAP”** means a device, typically a splice enclosure, located on the MassTech Network, other than a network-to-network interface at a POI, where a Wholesale Customer Interconnects its Wholesale Customer Fiber or the Network Operator Interconnects its Network Operator Fiber to the MassTech Network for the delivery of Lit Services, as described and as set forth in the Network Policies.
- 1.6 **“Annual Financial Performance Summary”** shall have the meaning set forth in Exhibit A<sup>1</sup>.

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<sup>1</sup> Note to Respondents: The Annual Financial Performance Summary in this Agreement will be an Excel spreadsheet derived from the Respondent’s Bid Sheet (Attachment C in the RFP). The Annual Financial Performance Summary is used for forecasting purposes according to the Annual Plan provisions, for reporting actuals, and determining the Annual Speculative Revenue Share Payment each year, according to the Network Operator Payments provisions and the Network Operator Financial Reporting provisions.

- 1.7 **“Annual Guaranteed Revenue Share Payment”** shall have the meaning set forth in Section 4.15.
- 1.8 **“Annual Plan”** means the plan developed by the Network Operator and submitted annually to MassTech pursuant to Section 4.14.
- 1.9 **“Annual Speculative Net Revenue Share Payment”** shall have the meaning set forth in Section 4.15.
- 1.10 **“Annual Speculative Net Revenue Share Percentage”** shall have the meaning set forth in Section 4.15.
- 1.11 **“Applicable Laws”** means all federal, state, local, and other laws, regulations, ordinances, and rules to which MassTech, the Network Operator, the MassTech Network, and the activities being performed under this Agreement are subject, including the Network Policies.
- 1.12 **“Applicable Standards”** means all applicable engineering, safety, and other standards governing the operation and/or maintenance of the MassTech Network and the performance of all work in or around the MassTech Network facilities that are in effect at the time such work is performed. This includes, but is not limited to, the most current versions of National Electrical Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations or codes of the Occupational Safety and Health Administration (“OSHA”).
- 1.13 **“Avoidable Liabilities”** means those regulatory fees and charges assessed on the MassTech Network that the Network Operator could have reasonably avoided but elected to assume by the manner in which it offered Services to Customers or treated such services for regulatory compliance purposes (it being understood and acknowledged by MassTech that Avoidable Liabilities shall not include any fees, charges, or other expenses to the extent they arise as a result of MassTech’s negligence or willful misconduct).
- 1.14 **“Broadband Technology Opportunities Program”** or **“BTOP”** means the federal program known by that name administered by NTIA.
- 1.15 **“Business Day”** means a weekday excluding Saturdays, Sundays, and holidays.
- 1.16 **“Capital Improvements”** means any installation, replacement, refresh, upgrade or improvement of the MassTech Network or Network Operator Fiber that would be treated as a “capital asset” under GAAP.
- 1.17 **“Change in Control”** means the (1) consolidation or merger of the Network Operator with or into any entity, (2) sale, transfer, or other disposition of all or substantially all of the assets of the Network Operator or (3) acquisition by any entity, or group of entities acting in concert, of beneficial ownership of fifty percent (50%) or more of the outstanding voting securities of the Network Operator.



**1.18 “Change in Costs”** means, with respect to any Compensation Event, the effect of that Compensation Event (whether of a one-off or recurring nature, and whether positive or negative) upon the actual or anticipated costs, or liabilities of Network Operator, including, as relevant, the following:

- i. the reasonable costs of complying with the requirements of the Compensation Event, including the reasonable costs of preparation of designs and estimates;
- ii. the costs of continued employment of, or layoffs of staff who are no longer required;
- iii. the costs of employing additional staff;
- iv. reasonable and necessary professional fees;
- v. any deductible or increase in the level of deductible, or any increase in premium under or with respect to any insurance policy;
- vi. operating costs, or life cycle, maintenance, or replacement costs;
- vii. any expenditure which is treated as a capital expenditure in accordance with GAAP or equivalent auditing standards utilized and generally accepted in Network Operator’s country of incorporation;

*provided*, that in no circumstances will any Change in Costs include any cost of the Network Operator described in clauses (i) through (vii) (inclusive) of the definition of Change in Costs to the extent such cost is the result of the Network Operator’s compliance with Applicable Laws.

**1.19 “Change in Law”** shall have the meaning set forth in Section 13.13.

**1.20 “Commencement”** means assumption by the Network Operator for, and commencement of, the Network Operator Network Obligations and its responsibility for the provision of Services to existing and new Customers.

**1.21 “Commencement Certificate”** shall mean a mutually agreed, co-signed, and dated certificate of the Parties establishing Transition Plan Substantial Completion, including a list of open items from the Transition Plan to be completed following Commencement and a plan for their completion, or the waiver of such open items.

**1.22 “Commencement Date”** means the date on which Commencement occurs.

**1.23 “Commencement Outside Date”** means August 24, 2024.

**1.24 “Commencement Target Date”** means August 24, 2023.

- 1.25 “Commercially Reasonable”** means actions that are reasonable and in Good Faith given the circumstances, but such actions do not require all or every possible action, provided that the actions are what a similarly situated entity would reasonably undertake. Commercially Reasonable” does not mean that, subject to its other express obligations under this Agreement, the relevant Party is required to expend funds, except for those necessary to meet the reasonable costs reasonably incidental or ancillary to the steps to be taken by the relevant Party.
- 1.26 “Common Carrier”** means any Person engaged as a common carrier for hire under Applicable Law, including under Section 3(11) of the Federal Communications Act of 1934, as amended, 47 U.S.C. § 153(11).
- 1.27 “Commonwealth Customer”** means MassDOT, EOPSS, EOTSS or other department or agency of the Commonwealth that obtains Commonwealth Services over the MassTech Network through a contract with the MassTech and/or the Network Operator.
- 1.28 “Commonwealth Services”** means the provision of Dark Fiber Services, Lit Services, and/or collocation services to Commonwealth Customers.
- 1.29 “Community Anchor Institution” or “CAI”** means any one of the NTIA designated schools, libraries, health care providers, community colleges, other institutions of higher education, and other community support organizations and entities identified in Exhibit B (“CAIs and Other Connected Locations to the MassTech Network”) attached hereto, which may be amended from time to time.
- 1.30 “Compensation Event”** shall have the meaning set forth in Section 4.26.
- 1.31 “Confidential Information”** shall have the meaning set forth in ARTICLE 8.
- 1.32 “Core Network”** is the central portion of the MassTech Network that interconnects the POIs with one another with high capacity geographically diverse optical rings. The Core Network serves as the backbone of the MassTech Network which connects the various Access Lines with the MassTech Network at large.
- 1.33 “Core Transition Requirements”** shall have the meaning set forth in Exhibit C.
- 1.34 “Customer”** means any Person that has entered into a contract with either the Network Operator or MassTech for Services on the MassTech Network and includes Commonwealth Customers; Dark Fiber Customers; and Wholesale Customers. Customer does not include End User Customers of Retail Services.
- 1.35 “Dark Fiber”** means fiber optic cable strands, without the electronic and optronic equipment necessary to “light” the fiber and transmit information. Dark fiber does not include the outer cable sheaths or jackets within which the fiber strands are located.

- 1.36 **“Dark Fiber Customer”** means a lessee of Dark Fiber on the MassTech Network pursuant to Section 4.10.
- 1.37 **“Day”** unless otherwise specified, means a calendar day.
- 1.38 **“Demarcation” or “Demarcation Point”** means the boundary between the MassTech Network fiber (and MassTech Network Facilities) and third-party facilities that are interconnected with the MassTech Network, as depicted in the Demarcation drawings in the Network Performance Requirements of Exhibit I. Unless otherwise specified and agreed by MassTech, the Demarcation Point shall be, as applicable, a NID located on the End User Customer’s premises, a fiber termination panel in the case of Dark Fiber, an AAP located on a utility pole or cable span that is licensed by MassTech, or at a network-to-network interface between a Wholesale Customer network or the Network Operator network and the MassTech Network at a POI.
- 1.39 **“Dispute Resolution Notice”** means a written request of either Party to the other Party intended to initiate resolution of a dispute pursuant to ARTICLE 11.
- 1.40 **“EOPSS”** means the Massachusetts Executive Office of Public Safety and Security or any functional successor within Massachusetts state government.
- 1.41 **“Effective Date”** shall mean the date first stated above, and the date on which this NOA becomes effective.
- 1.42 **“End User Customer”** means a customer who receives Retail Services from Customers or the Network Operator.
- 1.43 **“EOTSS”** means the Massachusetts Executive Office of Technology Services and Security, which was formerly called MassIT and before that called the Massachusetts Information Technology Division, or any functional successor within Massachusetts state government.
- 1.44 **“FCC”** means the Federal Communications Commission.
- 1.45 **“Fiber Management Plan”** means the Network Operator’s periodically revised plan required by Section 4.6.
- 1.46 **“Financial Model”** shall have the meaning set forth in Exhibit D.<sup>2</sup>
- 1.47 **“Financial Statement”** means any financial statements of the Network Operator delivered to MassTech or its designee in connection with this Agreement.
- 1.48 **“Force Majeure Event”** means an event constituting or arising from any substantial and extraordinary cause beyond a Party's reasonable control, including, without limitation, acts

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<sup>2</sup> Note to Respondents: The Financial Model required in the RFP shall be the basis of the Financial Model in this Agreement.

of war, acts of God, earthquake, hurricanes, embargo, riot, sabotage, strikes, governmental act, insurrections, epidemics, quarantines, terrorist activity, extraordinarily severe or prolonged flooding, extraordinarily severe or prolonged ice and snow storms, extraordinarily severe and widespread fire or other similar casualty, or other substantial and extraordinary accidents not caused by the Party asserting such Force Majeure Event, or strikes, or utility company delays not resulting from the responsible Party's or such Party's subcontractor's failure to timely take necessary actions.

- 1.49 **“GAAP”** stands for Generally Accepted Accounting Principles.
- 1.50 **“Good Faith”** means the observance of reasonable commercial standards of fair dealing in a given trade or business.
- 1.51 **“Governmental Approvals”** means all approvals, permits, permissions, consents, licenses, certificates (including sales tax exemption certificates) and authorizations (whether statutory or otherwise) of a Governmental Entity which are required from time to time in connection with the operation of the MassTech Network or specific project to be authorized by MassTech.
- 1.52 **“Governmental Entity”** means the government of the United States of America, the Commonwealth of Massachusetts, the municipalities and counties within the Commonwealth of Massachusetts and any other agency, or subdivision of any of the foregoing, including any federal, state, or municipal government, and any court, agency, special district, commission or other authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of, or pertaining to, the government of the United States of America, the Commonwealth of Massachusetts or the cities and counties within the Commonwealth of Massachusetts.
- 1.53 **“Guaranteed Upfront Payment”** shall have the meaning set forth in Section 4.15.
- 1.54 **“Hand Back Plan”** shall have the meaning set forth in Section 13.16.
- 1.55 **“Hand Back Requirements”** shall have the meaning set forth in Section 13.16.
- 1.56 **“Indefeasible Right to Use”** or **“IRU”** means an agreement under which one party grants an exclusive irrevocable right to use specified conduit or Dark Fiber, to another party for such other party’s network use.
- 1.57 **“Indemnified Claim”** means a claim by an Indemnified Party for indemnification under the provisions of ARTICLE 9.
- 1.58 **“Indemnified Claim Proceeding”** means any mediation, legal and/or administrative action or other proceeding regarding an Indemnified Claim.

- 1.59 **“Indemnified Party”** means, with respect to a Party, the other Party and its Affiliates, officers, directors, employees, agents, successors, and assigns that is being indemnified or is seeking indemnification.
- 1.60 **“Indemnifying Party”** means the Party from which another person seeks or is entitled to indemnification hereunder.
- 1.61 **“Industry Standards”** means the current usual and customary practices in the performance of any and all work applicable to similarly situated entities within the telecommunications industry, as they are currently in effect at the time the work is performed.
- 1.62 **“Infrastructure Access Agreements”** means all public or private authorizations, franchises, and contracts necessary to construct, operate, and maintain the MassTech Network, on or in poles, ducts, conduits, overlash, or easements, as well as any other approval of a Governmental Entity, utility or third person with respect to the repair, maintenance, transfers, relocations, make-ready, operation or use of tangible or intangible property, as the case may be. Many of the existing MassTech Infrastructure Access Agreements are listed in Exhibit E.
- 1.63 **“Initial Plan”** means the first Annual Plan submitted by the Network Operator.
- 1.64 **“Interconnect” or “Interconnection”** means any connection of third-party fiber or copper network cabling, as applicable to the MassTech Network for the purpose of passing traffic between the two distinct networks.
- 1.65 **“Interconnected Wholesale Customer Fiber”** means Wholesale Customer Fiber which is connected to the MassTech Network pursuant to Wholesale Customer Fiber Interconnection under Section 4.10.
- 1.66 **“Key Performance Indicator” or “KPI”** means an indicator of a key measurement of performance required to be met by the Network Operator and, when associated with a specific SLA commitment, can be used to determine if that SLA is being achieved by the Network Operator. KPIs and SLAs are referenced in Exhibit I.
- 1.67 **“Lit Services”** means transport services, including but not limited to broadband transmission, VPN, quality of service, or wavelength services together with all associated activities necessary to provision such services.
- 1.68 **“Maintenance Plan”** means the plan described in Section 4.2.3.
- 1.69 **“Massachusetts Broadband Institute” or “MBI”** means the division of MassTech, established, organized, and existing pursuant to G.L. c. 40J, § 6B, or any functional successor within Massachusetts state government.

- 1.70 “Massachusetts Department of Transportation” or “MassDOT”** means the Massachusetts department of that name or any functional successor within Massachusetts state government.
- 1.71 “MassDOT Lease Agreement”** means the agreement between MassTech and MassDOT effective as of January 21, 2011, setting forth the terms of the lease for the 55 miles of facility assets, primarily consisting of conduit, on I-91, and approximately 1.5 miles of facility assets on I-291, leased to MassTech by MassDOT. The agreement is attached as Exhibit F.
- 1.72 “MassDOT Operating Agreement”** means the agreement between MassTech and MassDOT effective as of January 21, 2011, setting forth the terms of the operation of the 55 mile I-91 facility assets and approximately 1.5 miles facility assets on I-291, leased to MassTech by MassDOT. The agreement is attached as Exhibit G.
- 1.73 “Massachusetts Technology Collaborative” or “MassTech”** means the Massachusetts Technology Park Corporation, 75 North Drive, Westborough, MA 01581, an independent public instrumentality of the Commonwealth of Massachusetts, established, organized, and existing pursuant to Chapter 40J of the Massachusetts General Laws and doing business as the Massachusetts Technology Collaborative, and is the Party identified as MassTech in the first paragraph of this Agreement or any functional successor within Massachusetts state government.
- 1.74 “MassTech Change”** shall have the meaning set forth in Section 4.26.
- 1.75 “MassTech Fund”** shall have the meaning set forth in Section 4.21.
- 1.76 “MassTech Network”** means the network as built or acquired as part of the *MassBroadband 123* Project consisting of the MassTech Network Facilities, as may have been extended or expanded from time-to-time and as generally depicted and described in the MassTech Network map, attached as Exhibit H, together with, for the avoidance of doubt, (i) any existing MassTech Network Extension under the predecessor Network Operator Agreement, (ii) any MassTech Network Extension, including any MassTech Network Drops and Equipment constructed after the Effective Date, and (iii) IRUs obtained by MassTech.
- 1.77 “MassTech Network Drops and Equipment”** means a fiber optic cable extension from a splice point on the MassTech Network to an End User Customer’s premise located at or adjacent to a location connected to the MassTech Network, together with associated MassTech Network equipment to which the End User Customer premises equipment is connected, including the fiber termination panel to which the fiber optic cable terminates, and, as applicable, a NID connected to the fiber termination panel, and associated power equipment and hardware, and that is constructed or financed by or under the direction of MassTech or the Network Operator, or contracted by a third party, including without limitation by a Wholesale Customer or an End User Customer, from MassTech or the

Network Operator. For the avoidance of doubt, MassTech Network Drops and Equipment are part of the MassTech Network and owned by MassTech.

- 1.78** “**MassTech Network Equipment Refresh Plan**” shall have the meaning set forth in Section 4.7.
- 1.79** “**MassTech Network Extension**” means any fiber optic cable extension and all associated equipment and hardware from the MassTech Network and includes any extension or expansion of the MassTech Network by MassTech regardless of size, length, or cost, including MassTech Network Drops and Equipment. For the avoidance of doubt, MassTech Network Extensions are part of the MassTech Network and owned by MassTech.
- 1.80** “**MassTech Network Extension Change Order**” means a written order signed by the Parties after execution of this Agreement, indicating a proposed MassTech Network Extension that would be subject to Section 4.8.3.3 and the credit to Network Operator Payments agreed to by the Parties in connection with such MassTech Network Extension in accordance with Section 4.8.3.3.
- 1.81** “**MassTech Network Facilities**” means the components of the MassTech Network, up to the Demarcation Point, including, but not limited to fiber optic cable, conduit, strands, pedestals, terminals, electronic and optronic equipment, pole hardware, batteries, electrical equipment and hardware, attachment points, backbone extensions, access card readers, building entrances, and any other property interest including any fee, easement, licensed property, pole attachments licenses, conduit licenses, grants of location, or any franchise rights directly related to or attached to such MassTech Network components. MassTech Network Facilities excludes any and all equipment and facilities owned by the Network Operator or Wholesale Customer.
- 1.82** “**MassTech Network Map**” means MassTech Network depicted on the map attached as Exhibit H.
- 1.83** “**MassTech Transition Commitments**” shall have the meaning set forth in Exhibit C.
- 1.84** “**National Telecommunications and Information Administration**” or “**NTIA**” means the agency of that name within the U.S. Department of Commerce.
- 1.85** “**Net Revenue**” shall have the meaning set forth in Section 4.15.
- 1.86** “**Net Revenue Available for Revenue Share**” shall have the meaning set forth in Section 4.15.
- 1.87** “**Network Interface Device**” or “**NID**” means MassTech Network equipment, typically a network switch, located on the End User Customer premises, that connects to a fiber termination panel, End User Customer premise equipment, and/or an AAP and used to provide Lit Services.

- 1.19** “**Network Management and Security Policies**” shall have the meaning set forth in Section 4.24.
- 1.88** “**Network Operations Center**” or “**NOC**” means a facility that provides, at a minimum, monitoring twenty-four (24) hours a day, seven (7) days a week, multi-tiered troubleshooting, customer support, and dispatch capabilities, consistent with the SLAs and as otherwise required herein.
- 1.89** “**Network Operator**” means the entity identified as such in the first paragraph of this Agreement, and, unless otherwise specified in this Agreement, also includes Affiliates of the Network Operator. The term shall be applied broadly as necessary to ensure the fulfillment of all financial and operational obligations under this Agreement.
- 1.90** “**Network Operator Fiber**” means fiber optic cabling owned by the Network Operator or one or more strands of fiber that the Network Operator has a right to use through an IRU or a fiber leasing arrangement with another party, that is Interconnected to the MassTech Network pursuant to Section 4.8.4.
- 1.91** “**Network Operator Fiber Fees**” means the amount of fees deemed to be incurred by Network Operator to connect Network Operator Fiber to the MassTech Network and/or to use and maintain such connections to the MassTech Network, which deemed fees shall be equal to the amount(s) as would be paid by Wholesale Customers to the Network Operator for similar services on the MassTech Network pursuant to Network Operator’s then current pricing, whether for one-time or recurring fees, as applicable to the particular service.
- 1.92** “**Network Operator Funded Capital Improvements**” means Capital Improvements that are funded or financed by the Network Operator.
- 1.93** “**Network Operator Network Obligations**” means all performance obligations of the Network Operator hereunder related to the operation, maintenance, and management of the MassTech Network.
- 1.94** “**Network Operator Payments**” means the payments the Network Operator will make to MassTech pursuant to Section 4.15.
- 1.95** “**Network Performance Requirements**” means the Network Operator’s required network performance SLAs and KPI measurements required under Section 4.21 and as set out in Exhibit I.
- 1.96** “**Network Policies**” refers to the set of regulatory, public policy, operational, and technical requirements applicable to the MassTech Network and this Agreement, that are either required by Applicable Law, or established by MassTech or the Network Operator and include but are not limited to: (1) MassTech’s Open Access Policy Framework; (2) Nondiscrimination and Interconnection Obligations required by the NTIA BTOP Notice of Funding Availability dated January 22, 2010, and subsequent NTIA Special Award Conditions; (3) the Fiber Management Plan; (4) Network Operator’s Maintenance Plan; (5)



Network Operator's Network Management and Security Policy; and (6) Network Operator's Written Information Security Program. The Network Policies shall be compiled and set out in Exhibit J.

- 1.97** “**Network Revenue**” refers to all revenue from the sale of Services recognized by the Network Operator during the Term of this Agreement, calculated on a cash basis, gross, without deductions or allowances, including but not limited to all: (a) Wholesale Services; (b) Dark Fiber Services; (c) Commonwealth Services, (d) all Network Operator Fiber Fees; (e) Retail Services, and (f) any other revenues earned by Network Operator related to the MassTech Network or Network Operator Fiber.
- 1.98** “**Officer's Certificate**” means a document signed under the penalties of perjury by an officer of the entity providing the document to another, the contents of which shall be binding upon the entity.
- 1.99** “**Operating Costs**” means with respect to the Network Operator and Affiliates, and only with respect to costs associated with operating the MassTech Network and Network Operator Fiber, salaries and benefits of employees, contractor fees, rent, travel, non-capital equipment purchases, leases and maintenance contracts, expenses of marketing and sales, customer service, billing and collection, operational support systems, business support systems, network monitoring, maintenance, repairs, un-reimbursed utility relocation costs, regulatory compliance costs, regulatory fees, performance reporting costs, audit and attestation costs, software licenses and maintenance and support fees, taxes (not income taxes) and insurance costs. Operating Costs shall not include: (1) Capital Improvements; (2) Avoidable Liabilities; (3) penalties or fees attributable to Network Operator's failure to meet regulatory compliance obligations applicable to the MassTech Network and Services to Customers offered over the MassTech Network; (4) penalties, or fees assessed against the Network Operator by MassTech for Network Operator's failure to meet Network Performance Requirements; (5) expenses attributable to Network Operator's failure to meet and maintain Network Management and Security Policies, including Cybersecurity requirements; and (6) legal expenses, including attorney fees, to the extent that they relate to disputes with MassTech.
- 1.100** “**Person**” means an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, a government or any government department or government agency or any other entity.
- 1.101** “**Point of Interconnection**” or “**POI**” means a network node that is located inside of a climate-controlled room with emergency power within a building or other structure. POIs contain network equipment such as switches, routers, fiber patch panels, batteries, and monitoring devices. POIs are connected with one another with high-speed redundant optical rings and make up the Core Network. Some POIs enable the Network Operator or a Wholesale Customer to interconnect their respective networks to the MassTech Network through a network to network interface for the purpose of providing access to the Internet for Network Operator or Wholesale End User Customers. POIs are not intended for the

interconnection of AAPs to Network Operator Fiber or Wholesale Customer Fiber. The MassTech Network currently includes 26 POIs.

- 1.102 “Pricing Guidelines”** means the pricing policies and objectives developed by MassTech and Network Operator to further the goals of expanding the availability of affordable broadband connectivity while maintaining the economic sustainability and growth of the MassTech Network.
- 1.103 “Public Benefit Initiatives”** means MBI programs aimed at expanding the widespread availability, affordability, access, and adoption of broadband.
- 1.104 “Relief Event”** shall have the meaning set forth in Section 4.26.
- 1.105 “Renewal Term”** means any additional period of years for which the Term of this Agreement is extended pursuant to the terms of this Agreement.
- 1.106 “Request for Proposals” or “RFP”** means the request for proposals issued by MassTech [date to be added after publication of RFP].
- 1.107 “Retail Service”** means Services provided by a Wholesale Customer, including an Affiliate of the Network Operator, to End User Customers.
- 1.108 “Scheduled Maintenance”** means routine scheduled maintenance and repair of the MassTech Network as described herein, including in Section 4.18.
- 1.109 “Services to Customers” or “Services”** means the provision of services including but not limited to Lit Services, colocations, and Dark Fiber to Customers, together with associated activities necessary to provision such services.
- 1.110 “Service Level Agreement” or “SLA”** shall have the meaning set forth in the Network Performance Requirements of Exhibit I.
- 1.111 “Splice”** means the joining of two strands of fiber, at least one of which is part of the MassTech Network.
- 1.112 “Telecommunications Service”** shall have the meaning defined under Section 3(53) of the Federal Communications Act of 1934, as amended, 47 U.S.C. § 153(53).
- 1.113 “Term”** means the period of time from the Effective Date until the expiration or termination of this Agreement.
- 1.114 “Third Party Service Provider”** means any Person other than the Network Operator or its Affiliate obtaining Wholesale Services or Dark Fiber Services from the MassTech Network and either reselling such services to other carriers or providing Retail Services.
- 1.115 “Transition Plan”** shall have the meaning set out in ARTICLE 5.

- 1.116 “Transition Plan Substantial Completion”** shall mean the point at which the Parties mutually agree that the Transition Plan is sufficiently complete in accordance with the Agreement, so that Network Operator may perform the Network Operator Network Obligations and provide Services to Customers in the manner intended by the Agreement without material disruption or impairment arising from open Transition Plan items, as evidenced by the Commencement Certificate.
- 1.117 “Unscheduled Maintenance”** means non-routine maintenance and repair of the MassTech Network, which is not included in Scheduled Maintenance, whether or not covered by a manufacturer’s warranty, a maintenance contract, or a property insurance policy. Examples include replacement of failed or broken components, emergency repairs due to damage by weather or third party actions (*e.g.*, motor vehicle pole hit), or Force Majeure Events. For the avoidance of doubt, Unscheduled Maintenance does not include capital upgrades.
- 1.118 “Wholesale Customer”** means any Customer purchasing Wholesale Services, including a Third Party Service Provider or the Network Operator’s Affiliate.
- 1.119 “Wholesale Customer Fiber”** means fiber optic cabling owned by a Wholesale Customer or one or more strands of fiber that a Wholesale Customer has a right to use, through an IRU or a leasing arrangement with another party, that is connected to the MassTech Network at an AAP in conformance with the Network Policies.
- 1.120 “Wholesale Service”** means any Lit or Dark Fiber Services provided over the MassTech Network by the Network Operator to a Wholesale Customer.
- 1.121 “Work”** means, collectively, the Network Operator’s Network Obligations, its responsibility for the provision of Services to existing and new Customers, and any other obligations of the Network Operator within the scope of the Agreement, including, without limitation, its obligations under Article 5 of the Agreement prior to Commencement.
- 1.122 “Written Information Security Program” or “WISP”** shall have the meaning set forth in Section 4.25.

## **ARTICLE 2. SCOPE OF AGREEMENT**

- 2.1 MassTech Oversight.** The Parties intend and agree that, subject to the reasonable oversight of MassTech, the Network Operator shall operate, manage, maintain, and market the MassTech Network as contemplated by the RFP and as more specifically described in this Agreement.
- 2.2 MassTech Authorization to Network Operator.** This NOA shall constitute an exclusive authorization from MassTech to the Network Operator to operate, maintain, manage, and market the MassTech Network for the purposes of carrying out the obligations and objectives of this Agreement.
- 2.2.1 As more specifically described in ARTICLE 4, the Network Operator’s

obligations shall include the management, sales, marketing, monitoring, operation, support, and maintenance of the MassTech Network and all MassTech Network Facilities in accordance with all Applicable Standards, all Applicable Laws, and all applicable SLAs and KPIs.

2.2.2 The Network Operator acting as MassTech's agent shall be responsible for securing for MassTech's execution and maintaining all necessary Infrastructure Access Agreements and related service orders, in accordance with all Applicable Standards, for the operation and maintenance of the MassTech Network within public rights-of-way, easements, and on third-party property, including lands, buildings, structures, poles, towers, ducts, and conduits. The Network Operator shall assist MassTech with such activities but shall not itself execute such Infrastructure Access Agreements on behalf of the MassTech Network. The costs and expenses of complying with this section are addressed in Section 4.7.

**2.3 Network Operator to Provide Wholesale Services.** The Network Operator shall have the exclusive authority and right to provide Wholesale Services over the MassTech Network, provided that all such Wholesale Services shall be provided in a manner that is consistent with all Applicable Laws, including the Network Policies. In offering such Wholesale Services, the Network Operator shall be solely responsible for all applicable regulatory compliance obligations and expenses. The Network Operator's regulatory compliance costs shall be deemed Operating Costs; provided, however, that the Network Operator shall be solely liable, at its own expense, for any fines, forfeitures, legal fees, or other expenditures stemming from non-compliance with Applicable Laws or from Avoidable Liabilities, none of which shall be considered Operating Costs.

**2.4 Network Operator Provision of Retail Services Through Affiliate.** The Network Operator may provide Retail Services but only through an Affiliate, and provided that the Network Operator's Affiliate's access to Wholesale Services for its Retail Services shall be provided on terms and conditions that, when taken as a whole, are no more favorable than those Wholesale Services offered to other Third Party Service Providers. In order to enforce this provision, MassTech shall have the right to audit the Retail Service activities of the Network Operator's Affiliate. For the avoidance of doubt, the Parties agree that this Section shall not apply to and shall not limit the Retail Service activities of the Network Operator's Affiliate that are outside the scope of this Agreement. In providing such Retail Services, the Network Operator's Affiliate shall be solely responsible, at its own expense, for all applicable regulatory compliance obligations, and for the consequences of non-compliance, related to the provision of such services. All such regulatory compliance costs related to the Affiliate's provision of Retail Services shall not be considered Operating Costs.

**2.5 Provision of Commonwealth Services.** The Network Operator shall, as MassTech's agent, provide Commonwealth Services to Commonwealth Customers to fulfill MassTech's underlying agreements and contractual obligations with respect to such Commonwealth departments and agencies. In offering such Commonwealth Services the Network Operator

shall, as MassTech's agent, comply with all applicable regulatory compliance obligations related to the provision of such services.

- 2.6 Provision of Dark Fiber Services.** The Network Operator shall, as the MassTech's agent, enter into Dark Fiber IRU agreements with Dark Fiber Customers.
- 2.7 Revenue Sharing.** This NOA governs the sharing of revenues from the provision of Services to Customers.
- 2.8 Allocations of Costs.** This NOA governs the allocation of Network Operating Costs and Capital Improvements to the MassTech Network, including network upgrades and equipment and fiber refreshes, as well as MassTech Network Extensions, undertaken during the Term of the Agreement.
- 2.9 Ownership of MassTech Facilities.** MassTech shall at all times remain the legal owner of all of the MassTech Network Facilities constituting the MassTech Network and nothing in this Agreement is intended, or should be interpreted, as conveying to the Network Operator any ownership, property right, title, capital lease, or interest in the MassTech Network, or any MassTech Network Facilities, or MassTech Network Extensions. The Network Operator shall not subject any such MassTech Network Facilities to any liens.
- 2.10 Use of Contractors.** MassTech may in its sole discretion employ contractors or subcontractors to assist MassTech in the performance of any of its obligations under this Agreement.

### **ARTICLE 3. TERM OF AGREEMENT AND RENEWAL**

- 3.1 Term.** The Term of this Agreement will begin as of the Effective Date and will terminate upon the fifteenth (15<sup>th</sup>) anniversary of the Commencement Date, unless earlier terminated, extended, or renewed in accordance with the provisions of this Agreement.
- 3.2 Renewal.** This Agreement may be renewed for up to two consecutive five (5) year terms by mutual written agreement of the Parties.
  - 3.2.1 Should the Parties elect to renew the Agreement, they will do so in accordance with the following time requirements, with time being of the essence. No later than twenty-four (24) months prior to the expiration of the Term of the Agreement, MassTech or the Network Operator may make a renewal request by written notice to the other Party to renew.
  - 3.2.2 Upon receipt by either Party of such a renewal request, the Parties shall enter into Good Faith negotiations on the terms of the renewal. Either Party may terminate such negotiations by written notice to the other Party at any time for any reason; provided that negotiations shall terminate no later than the date that is twenty (20) months prior to the expiration of the Term of the Agreement if the Parties have been unable to execute a renewal of the Agreement, unless the Parties mutually

agree in writing to extend the period for negotiation.

#### **ARTICLE 4. NETWORK OPERATOR NETWORK OBLIGATIONS**

**4.1 General.** Throughout the Term of this Agreement, and as described more specifically in this Section, the Network Operator has agreed to operate in two roles:

4.1.1 As the Network Operator of the MassTech Network, responsible for operating, maintaining, and managing the MassTech Network; and

4.1.2 As a provider of Wholesale Services to Customers. Nothing in this Agreement shall preclude the Network Operator from providing Retail Services through an Affiliate, using Wholesale Service obtained from the MassTech Network on nondiscriminatory rates, terms, and conditions, consistent with all Applicable Laws.

**4.2 Network Operator Responsibilities.** As the Network Operator of the MassTech Network, the Network Operator shall be responsible, as of the Commencement Date, for all aspects of the management, marketing, sales, monitoring, operations, support, and maintenance of the MassTech Network. All such work shall be performed in accordance with Industry Standards, applicable KPIs, and in an effort to maximize the efficiency of the MassTech Network Facilities while mitigating costs, risks, and liabilities to MassTech. The Network Operator will perform its duties pursuant to this Agreement, subject to the reasonable oversight by MassTech as set forth herein and the mutual cooperation of the Parties in fulfilling the overall objectives and policy goals of the MassTech Network, including Public Benefit Initiatives. In addition to responsibilities set forth in other Sections of this Agreement, the Network Operator's responsibilities include:

4.2.1 As MassTech's agent, managing the physical plant and operations of the MassTech Network, including development, publication, and enforcement, subject to MassTech's approval, of policies, procedures, systems, and controls to ensure the effective operation and optimal use of MassTech Network resources, including:

4.2.1.1 Obtaining in MassTech's name all requisite Infrastructure Access Agreements and functioning as MassTech's agent, to operate and manage the MassTech Network;

4.2.1.2 Managing all existing and new Infrastructure Access Agreements. The Network Operator shall be administratively responsible for ensuring compliance with all of the requirements of such Infrastructure Access Agreements obtained for the MassTech Network. These responsibilities shall include, without limitation, timely responding to: (1) right-of-way permitting and relocation requirements; and (2) facility owner and third-party requests for make-ready, facility moves and changes, and coordinating with other attachers through

- participation in the National Joint Utilities Notification System;
- 4.2.1.3 Notifying and obtaining MassTech approval, as necessary, for changes made to MassTech Network Facilities that would affect the costs of Infrastructure Access Agreements that MassTech is a party to;
- 4.2.1.4 Ensuring the MassTech Network's is at all times in compliance with all Applicable Laws;
- 4.2.1.5 Ensuring that the MassTech Network is compliant with all Applicable Standards;
- 4.2.1.6 Ensuring that the MassTech Network is compliant with all Network Policies;
- 4.2.1.7 Managing the procurement process as necessary for obtaining equipment and replacement parts for the continued optimum operation of the MassTech Network;
- 4.2.1.8 Performing engineering analysis and engineering new service offerings;
- 4.2.1.9 Performing capacity planning and detecting and resolving performance issues;
- 4.2.1.10 Hosting and maintaining a website with a domain name approved by MassTech that provides information about the MassTech Network, Price Guidelines for Services to Customers, and all available Services to Customers;
- 4.2.1.11 Managing and administering all aspects of the day-to-day operation and maintenance of the MassTech Network and its Facilities, including but not limited to contracting, contract management, billing, customer service, and insurance claims processing.
- 4.2.2 The Network Operator shall be responsible for monitoring, documenting, and reporting on all aspects of the MassTech Network including, without limitation, accumulating network performance information to provide information to MassTech needed to measure performance against KPIs or to detect degradation or network failures of the physical or electronic components, and to track Customer use of the MassTech Network for billing and capacity planning purposes.
- 4.2.3 Within one hundred and twenty (120) Days of the Effective Date, the Network Operator shall be responsible for preparing a Maintenance Plan for review and approval by MassTech, which upon adoption shall become part of the Network

Policies. The Maintenance Plan shall ensure compliance with all Network Operator Network Obligations, leases, and other agreements, including with connected facility owners, and providing for adequate fuel supplies to equipment where applicable; and performing all required maintenance and repair, including Dig Safe mark-out on MassTech-owned conduit, tree trimming around MassTech-owned poles, and periodic inspection of MassTech Facilities and equipment.

- 4.2.4 The Network Operator shall be responsible for recommending and implementing or procuring, as applicable, equipment maintenance strategies, equipment manufacturer maintenance contracts, replacement and upgrades, and the purchase and maintenance of spares.
- 4.2.5 The Network Operator shall establish and maintain an appropriate secure storage area for, and inventory of, MassTech Network Facility spares and equipment. The Network Operator shall submit a full MassTech Network equipment inventory report to MassTech on an annual basis that lists changes in the MassTech Network (e.g., returns, swaps, and other changes in the field), including, but not limited to, changes in MassTech Network Facility equipment in the field and spares in the possession of the Network Operator.
- 4.2.6 The Network Operator shall be responsible for all aspects of marketing, sales, contracting, contract management, billing, insurance claims processing, customer support and relations with all MassTech Network Customers, including, entering into SLAs, maintenance of the Network Operator's website and development and deployment of customer forms, answering customer inquiries, tracking and resolving customer requests and problems, provisioning services to customers in accordance with their needs and in the timeframes specified in SLAs.
- 4.2.7 The Network Operator shall be responsible for maintaining and managing the staff, consultants, agents, and contractors required to support the MassTech Network, including human resources functions, development, and publication, subject to MassTech's reasonable approval, of policies and procedures relating thereto, staffing for 24x7 monitoring of the network, and dispatch of field technicians as needed.

**4.3 MassTech Oversight of Network Operator.** In order to allow for and facilitate MassTech's reasonable oversight of the MassTech Network and Network Operator's performance under this Agreement, the Network Operator shall:

- 4.3.1 Establish and maintain a continuous connection that affords MassTech read-only access to the MassTech Network monitoring system;
- 4.3.2 Provide MassTech physical access to the MassTech Network upon reasonable notice to allow MassTech to observe all of the Network Operator's operations and conduct visual inspections of the MassTech Network;



- 4.3.3 Maintain, provide, and cooperate with MassTech to provide MassTech access to records of all network fiber in a continuously updated database or other repository as prescribed by MassTech, in accordance with the Fiber Management Plan, which shall include, without limitation, fiber cable route on the MassTech Network including all MassTech Network Extensions, detailed records on splice case configurations, fiber optic strand continuity and splice map, strand utilization, patch panel configuration, outside plant elements and locations such as slack loops, patch panels, cabinets, and splice cases, and attachments;
- 4.3.4 Maintain and provide MassTech real time access to documentation of network equipment, which shall include, without limitation, in-service equipment inventory and in-service addresses, spare equipment inventory, locations, configuration files, IP addressing schema, lit capacity reports, DWDM circuit diagram, and network architecture diagrams;
- 4.3.5 Provide MassTech prompt and continuous electronic access to a database or other repository as prescribed by MassTech, and update on a timely basis and maintain in native format, for at least seven (7) years beyond the Term, detailed and accurate records and accounts relating to all payments, transactions, agreements, Wholesale Customer contracts, and other obligations, responsibilities, and rights of the Network Operator under this Agreement;
- 4.3.6 Provide MassTech reports on the status and results of all Network Operator Customer marketing efforts, sales reports, and Affiliate Retail Service marketing efforts, on a quarterly basis or such longer periods as MassTech may designate, in such detail as MassTech may request. Such reporting shall continue throughout the Term;
- 4.3.7 Upon request, promptly provide MassTech all information that MassTech designates as necessary to allow MassTech to fully understand the operational, financial, and regulatory status of the MassTech Network; and
- 4.3.8 Provide MassTech prompt access to the MassTech Network for an independent back-up network connection through a third-party designated by MassTech upon (i) MassTech's notice of Network Operator default that would give rise to a right to terminate and the Network Operator's failure to cure, or (ii) upon MassTech's provision of a notice of termination of the Agreement for any reason.

**4.4 Infrastructure Access Agreements.** Beginning on the Commencement Date, and subject to the transition schedule of ARTICLE 5, Network Operator shall assume responsibility for the administration and management, but not ownership, of all Infrastructure Access Agreements.

- 4.4.1 Network Operator shall establish and maintain a database or other repository acceptable to MassTech of all existing and new Infrastructure Access Agreements, and associated permit records.

- 4.4.2 Network Operator and MassTech shall confer regarding the data and documentation to be retained in, or added to, the database after the Network Operator assumes this responsibility.
- 4.4.3 Network Operator acknowledges that MassTech owns the Infrastructure Access Agreements and all associated permit records.
- 4.5 **Network Policies.** As part of the implementation of the Transition Plan, Network Operator shall in consultation with MassTech review and update existing Network Policies, and where necessary, develop new ones. Except as provided in Section 4.6, within one hundred and twenty (120) Days after the Effective Date, Network Operator shall propose new or revised Network Policies to MassTech for approval, which shall go into effect as of the Commencement Date. The Network Policies shall reflect and be consistent with the requirements and policy objectives of the RFP and MassTech. The updated and approved Network Policies shall be compiled and set out in Exhibit J.
- 4.6 **Establishment of Fiber Management Plan.** As part of the implementation of the Transition Plan, and within one hundred and eighty (180) Days of the Effective Date, Network Operator shall prepare and submit to MassTech for approval a complete draft of a Fiber Management Plan. The draft of such plan approved by MassTech shall be the Fiber Management Plan as of the Commencement Date. The Fiber Management Plan must contain the following required elements:
  - 4.6.1 Detailed procedures and criteria for permitting Interconnections to the MassTech Network:
    - 4.6.1.1 Parameters for the lease of Dark Fiber;
    - 4.6.1.2 Management practices to be used in controlling and tracking the use of the MassTech Network fiber for both Lit Services and Dark Fiber Services; and
    - 4.6.1.3 A plan for proposed Network Operator Fiber.
  - 4.6.2 MassTech will not approve the Fiber Management Plan unless it:
    - 4.6.2.1 Is reasonably calculated to optimize use of the MassTech Network in a manner consistent with MBI's goals and objectives for the MassTech Network (including Public Benefit Initiatives);
    - 4.6.2.2 Is based on the technical feasibility of Interconnection requests, does not create the potential for excessive stranded segments of fiber, addresses the existing and anticipated capacity requirements of the MassTech Network to adequately address existing and future needs of Lit Services; and

4.6.2.3 Is consistent with all Network Policies.

**4.7 Network Upgrade and System Updates.** As of the Commencement Date and throughout the Term of the Agreement, upgrades to the capacity and performance of the MassTech Network shall be made in order to support MassTech and Customer needs and to enable the provision of new and enhanced services over the MassTech Network. Unless otherwise specified in this Section, the Network Operator is responsible for the cost of the required Capital Improvements to the MassTech Network in order to meet the MassTech Network Performance Requirements, for the duration of the Term.

4.7.1 **MassTech Network Equipment Refresh.** Within ninety (90) Days of the Effective Date, the Network Operator shall submit to MassTech a MassTech Network Equipment Refresh Plan that addresses the Capital Improvements, that builds upon the detailed plan submitted with the Network Operator's response to the RFP, that will be made to the MassTech Network equipment, over the next 18 months of the Agreement. The MassTech Network Equipment Refresh Plan will be reviewed and subject to MassTech's approval.

4.7.2 **Payment for the MassTech Network Equipment Refresh.** The Capital Improvements approved by MassTech in the Network Equipment Refresh Plan will be paid for by MassTech and are subject to funding availability and appropriation and shall not exceed seven million dollars (\$7,000,000.00), unless otherwise agreed to in writing by MassTech. In addition to MassTech funds, the Network Operator may also invest its own funds in the Capital Improvements as part of the MassTech Network Equipment Refresh Plan. The above notwithstanding, any equipment funded by such Network Operator investment shall be owned by and become part of the MassTech Network.

4.7.3 **MassTech Network Fiber Refresh.** The MassTech Network fiber refresh will be undertaken over the Term of the Agreement on portions of the MassTech Network as MassTech deems necessary in its reasonable judgment. The requirements for those portions of the MassTech Network requiring a fiber refresh shall be reviewed on an annual basis according to the procedures set out in the Annual Plan in Section 4.14.

4.7.4 **Payment for the MassTech Network Fiber Refresh.** Agreed upon MassTech Network fiber refresh will be paid for by MassTech, subject to funding availability and appropriation and according to the procedures set out in the Annual Plan in Section 4.14. In addition to MassTech Funds, the Network Operator may invest its own funds in the MassTech Network fiber refresh. The above notwithstanding, any fiber funded by such Network Operator investment shall be owned by and become part of the MassTech Network.

**4.8 MassTech Network Extensions.** Network Operator and MassTech will mutually and regularly consult with each other to coordinate the approval, financing, and construction of MassTech Network Extensions.

- 4.8.1 **MassTech Network Extensions other than MassTech Drops and Equipment.** Following consultation and coordination with the Network Operator, MassTech may elect to construct MassTech Network Extensions, which upon completion shall be integrated with and be part of the MassTech Network. The design, project management and construction of any MassTech Network Extensions shall be performed by the Network Operator or at MassTech's option such other entity selected by MassTech independent of this Agreement, provided that the Network Operator shall have the opportunity to participate as a prospective respondent in any MassTech procurement or requests for proposals related to the design, project management and construction of the MassTech Network Extension. MassTech shall coordinate with Network Operator with respect to acceptance and integration of the MassTech Network Extensions into the MassTech Network.
- 4.8.2 **MassTech Drops and Equipment.** Network Operator shall generally serve End User Customer locations through MassTech Network Drops and Equipment. Network Operator may construct and install MassTech Network Drops and Equipment for a Wholesale Customer's End User Customer pursuant to an agreement between Network Operator and the Wholesale Customer. Network Operator shall charge no more than its direct cost for construction of the MassTech Network Drops and Equipment plus a markup of no more than fifteen percent (15%). The network drop component of the MassTech Network Drops and Equipment shall connect to the MassTech Network in accordance with the Network Policies. Customer premises equipment may be connected by a Wholesale Customer to the NID or fiber termination panel, as applicable, associated with the MassTech Network Drops and Equipment, which shall be the Demarcation Point for the MassTech Network Drop and Equipment. The network drop component of a MassTech Network Drops and Equipment shall use an applicable MassTech Infrastructure Access Agreement to the extent permissible under such agreement.
- 4.8.3 MassTech Network Extensions shall be deemed to be within the general scope of this Agreement, and once a MassTech Network Extension is constructed and connected to the MassTech Network, the Network Operator shall have the same Network Operator Network Obligations and rights to provide Services relative to the MassTech Network Extensions set forth in this Agreement as with respect to any other MassTech Network Facilities.
- 4.8.3.1 Any such MassTech Network Extension shall be designed, constructed, and operated in a manner consistent with and not adversely affect achievement by Network Operator of, the obligations under any SLA with respect to the MassTech Network.
- 4.8.3.2 MassTech shall own all MassTech Network Extensions, which shall become part of and integrated into the MassTech Network upon completion or acquisition, and Network Operator shall maintain and

operate them as such, subject to terms and conditions of this Agreement and Applicable Law.

#### 4.8.3.3 MassTech Network Extension Change Orders.

4.8.3.3.1 Where (i) the annual aggregate costs to MassTech to build Network Extensions has reached five hundred thousand dollars (\$500,000.00) in any calendar year, as adjusted annually for inflation based on the Consumer Price Index, and (ii) the Network Operator reasonably believes that the construction of such MassTech Network Extensions, would result in a material increase in Network Operator's annual Operating Costs, that are not offset by projected increases in Network Revenue arising from its provision of Services associated with the MassTech Network Extensions, Network Operator may request, without invalidating this Agreement, a MassTech Network Extension Change Order with respect to such MassTech Network Extensions.

4.8.3.3.1.1 Such request shall be made during the MassTech Network Extension consultation and coordination process set forth in Section 4.8.1, and prior to the commencement of any procurement process (including the selection of Network Operator), for the design, project management and construction of the MassTech Network Extension.

4.8.3.3.1.2 For the avoidance of doubt, no other MassTech Network Extension, or MassTech Network Drops and Equipment regardless of length or cost of the network drop component, shall be subject to this Section 4.8.3.3.

4.8.3.3.2 In order to compensate Network Operator for any increase in Network Operator Operating Costs, arising from the aggregate annual MassTech Network Extensions that triggered the MassTech Network Extension Change Order not projected to be offset by Network Revenue from Network Operator's provision of services, the Parties, where requested by Network Operator in accordance with Section 4.8.3.3.1, shall negotiate in Good Faith a MassTech Network Extension

Change Order setting forth appropriate compensation, and shall conclude negotiations as expeditiously as possible.

- 4.8.3.3.3 Network Operator shall not be obligated to perform the Network Operator Network Obligations related to such MassTech Network Extension and shall not provide Services in connection with such MassTech Network Extension, until a MassTech Network Extension Change Order has been executed by the Parties, subject to Section 4.8.3.3.6.
- 4.8.3.3.4 The applicable compensation to the Network Operator associated with the MassTech Network Extension subject to this Section 4.8.3.3 shall be determined by one or more of the following methods:
  - 4.8.3.3.4.1 A reasonable estimate of the additional costs from the provision of the Network Operator Network Obligations associated with the applicable MassTech Network Extension, offset by any projected increases in Network Revenue arising from the provision of Services associated with the MassTech Network Extension; or
  - 4.8.3.3.4.2 Such other methodology as the Parties may reasonably agree.
- 4.8.3.3.5 The form of the compensation shall be direct payment to the Network Operator or a credit to the Network Operator Revenue Share payments, as determined by MassTech in its discretion.
- 4.8.3.3.6 Any failure of the Parties to reach agreement on the compensation to the Network Operator and applicable MassTech Network Extension Change Order shall be subject to the Dispute Resolution provisions of ARTICLE 11. In such case, MassTech may issue an interim directive pursuant to which Network Operator shall perform the Network Operator Network Obligations with respect to the MassTech Network Extension, and such MassTech Network Extension shall otherwise be subject to the terms of this Agreement, pending resolution of such dispute under ARTICLE 11.

- 4.8.4 **Network Operator Fiber.** Subject to MassTech's prior approval, the Network Operator shall have a non-exclusive right to undertake the construction and provisioning of Network Operator Fiber at its own cost and expense, provided that a Wholesale Customer or End User does not pay for fifty percent (50%) or more of the capital costs of fiber extensions upfront, to extend beyond the MassTech Network in accordance with the Network Policies and Fiber Management Plan. Such Network Operator Fiber shall be undertaken in consultation and coordination with MassTech.
- 4.8.4.1 The Network Operator Fiber shall terminate at an AAP, unless otherwise approved by MassTech.
- 4.8.4.2 Any Network Operator Fiber shall not use MassTech's Infrastructure Access Agreements but instead shall secure its own right-of-way, easements, pole attachment, and/or conduit access, provided that MassTech and Network Operator may, in MassTech's sole discretion, enter into a license agreement on mutually agreeable terms and conditions, providing Network Operator with access to MassTech's Infrastructure Access Agreements, where permissible under such Infrastructure Access Agreements, for such Network Operator Fiber.
- 4.8.4.3 Any Network Operator Fiber made pursuant to this Section shall be the sole property of the Network Operator.
- 4.8.4.4 Upon expiration or termination of the Network Operating Agreement, all Network Operator Fiber shall be deemed Interconnected Wholesale Customer Fiber subject to Section 4.11.9, and shall be subject to a market-based agreement between the Network Operator and its successor, including at the then-current charges, requirements and procedures applicable to Wholesale Customer Fiber Interconnection and the then-current fees payable by Third Party Service Providers for Wholesale Services on the network.
- 4.8.4.5 When a Wholesale Customer or End User Customer pays fifty percent (50%) or more of the capital costs of fiber extensions upfront, such fiber shall be deemed Interconnected Wholesale Customer Fiber, subject to Section 4.10.9, not Network Operator Fiber
- 4.8.4.6 Where any new fiber facilities are jointly funded by the Network Operator and MassTech or any other Commonwealth agency, the Network Operator and MassTech shall agree in writing in advance regarding the ownership of fiber facilities. The written agreement between the parties regarding MassTech ownership of fiber strands shall be executed prior to the commencement by Network Operator of any financing, construction or other activities related to such fiber facilities.

## 4.9 Network Operator Provision of Services to Customers

- 4.9.1 The Network Operator is solely and fully responsible for the marketing, provisioning, and support of all Services to Customers offered over the MassTech Network, including any and all functions, responsibilities, activities, and tasks, whether or not specifically described in this Agreement or in the applicable Customer contracts, which are required for the proper performance and provision of the Services to Customers.
- 4.9.2 The Network Operator shall be solely and fully responsible for the MassTech Network's compliance with respect to all federal, Commonwealth, and local regulatory requirements applicable to the specific Services to Customers offered over the Network.
- 4.9.3 The Network Operator shall provide and manage all Services to Customers in accordance with all Applicable Standards, Applicable Laws, Network Policies, Infrastructure Access Agreements, and specified performance requirements and SLAs, and in no event less than prevailing Industry Standards.
- 4.9.4 As part of the Initial Plan and subject to MassTech approval, the Network Operator shall submit a more detailed action plan, that builds upon the action plan submitted with the RFP, that will become part of the Annual Plan, under which it shall identify and implement targeted and benchmarked marketing strategies related to all Services to Customers. Network Operator's success in achieving the objectives of the Action Plan shall be subject to MassTech's annual review.
- 4.9.4.1 Network Operator's persistent failure to meet [ ] of material benchmark targets specified in the business plan<sup>3</sup>, over a period of [ ] or more shall be subject to potential termination pursuant to ARTICLE 12.

## 4.10 Wholesale Services. Upon the Commencement Date, the Network Operator shall provide Wholesale Services to Wholesale Customers.

- 4.10.1 Wholesale Customers shall contract directly with the Network Operator for the provision of Wholesale Services, and such Wholesale Customers shall be considered the Network Operator's Customers until the Termination of this Agreement.
- 4.10.2 Network Operator shall require each new Wholesale Customer (including the Network Operator's Affiliate) to execute a contract with Network Operator prior to the start of any Wholesale Service.

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<sup>3</sup> Note to Respondents: The Business Plan required in the RFP shall be the basis of the business plan in the Initial Plan.



- 4.10.3 Network Operator shall take over the management and provision of Wholesale Services of existing Wholesale Customers. Network Operator shall honor and comply with the terms and conditions of the Wholesale Service contracts of such prior existing Wholesale Customers.
- 4.10.3.1 To the extent permitted under the applicable terms of the existing Wholesale Service contracts, the Network Operator may seek to migrate such prior existing Wholesale Customers to new Wholesale Service contracts.
- 4.10.4 Within ninety (90) Days of the Effective Date the Network Operator shall provide MassTech with proposed revisions to the existing standard form Wholesale Service contract.
- 4.10.4.1 MassTech shall review and approve Network Operator's proposed reasonable revisions to the existing standard for Wholesale Service contracts.
- 4.10.4.2 Once approved by MassTech, the Network Operator may not materially amend or modify the approved form of the Wholesale Service contract without prior written approval of MassTech, which approval shall not be unreasonably withheld.
- 4.10.5 The Network Operator shall make complete copies of all such contracts available in the database or other repository referenced in Section 4.3.3.
- 4.10.6 The Network Operator agrees that all Wholesale Service contracts shall be automatically assigned to MassTech or its designee upon the termination of this Agreement. Each Wholesale Service contract with the Network Operator shall expressly contain provisions acknowledging the foregoing assignment rights to MassTech, provided that the failure to include such a provision within a specific contract shall not constitute a waiver of the enforceability of such assignment rights.
- 4.10.7 **Restrictions on Long Term Wholesale Customer Contracts.** The Network Operator shall not enter into a contract with a Wholesale Customer, without the prior written consent of MassTech, acting reasonably: (i) having a stated duration of more than five (5) years; or (ii) extending past the term of this Agreement.
- 4.10.8 **Wholesale Pricing.** The Network Operator shall establish and publish Price Guidelines setting forth the process and elements of charges for Wholesale Service offered. Network Operator shall provide its initial proposed Price Guidelines within hundred and twenty (120) Days of the Effective Date of the Agreement. Network Operator's Pricing Guidelines shall be subject to approval by MassTech. The Price Guidelines which shall include applicable price ranges shall be posted on the Network Operator's website referenced in Section 4.2.

- 4.10.8.1 The Network Operator and MassTech shall review and update, as appropriate, the Pricing Guidelines on an annual basis.
- 4.10.8.2 No less frequently than every three (3) years the Network Operator shall conduct a market pricing benchmark analysis reviewing and comparing wholesale broadband pricing trends and practices in markets of comparable size and density, including other markets where the Network Operator or its Affiliates provide services. This analysis shall include pricing and trends regarding non-recurring costs and fees charged to Customers. The Network Operator shall provide the market pricing benchmark analysis to MassTech with recommendations for any changes to the Pricing Guidelines.
- 4.10.8.3 All Wholesale Services shall be priced and offered in accordance with the Pricing Guidelines and applicable price ranges, provided that such Pricing Guidelines are not intended to act as tariffs or subject the Network Operator or MassTech to Common Carrier regulation. For the avoidance of doubt, the Network Operator shall not file a tariff containing the rates with the Commonwealth of Massachusetts Department of Telecommunications and Cable without the express prior written approval of MassTech.
- 4.10.8.4 The Parties intend that the Network Operator's offering of lit Wholesale Services shall be on a private carrier basis.
- 4.10.8.5 Network Operator shall negotiate in Good Faith with each Wholesale Customer for the provision of Wholesale Services.
- 4.10.8.6 Network Operator shall not be required to execute substantively identical agreements with all Wholesale Customers. However, material revisions to the form of agreement approved by MassTech shall require MassTech's prior written approval before being incorporated into agreements to be executed by the Network Operator.
- 4.10.9 Network Operator may negotiate agreements with Wholesale Customers on an individual basis, with varying terms and conditions based upon bona fide distinctions among such Wholesale Customers as to scale and volume, the nature of Wholesale Services to be provided, and other similar factors. However, material revisions to the form of agreement approved by MassTech shall require MassTech's prior written approval before being incorporated into agreements to be executed by the Network Operator. **Wholesale Customer Fiber Interconnection.** Wholesale Customers may, subject to the Network Policies, connect Wholesale Customer Fiber to the MassTech Network through Wholesale Customer Fiber Interconnection. Such Wholesale Customer Fiber Interconnection shall be facilitated and completed by Network Operator in accordance with the following provisions:

- 4.10.9.1 A network-to-network interface at a POI or an AAP is required to serve as a clear Demarcation for the MassTech Network and the Wholesale Customer Fiber Interconnection.
- 4.10.9.2 The Network Operator will engage one or more qualified contractors to complete the Interconnection in accordance with the Network Policies.
- 4.10.9.3 The Network Operator shall include in the Price Guidelines all charges, requirements, and procedures applicable to a Wholesale Customer Fiber Interconnection.
- 4.10.9.4 The Network Operator shall update the network fiber records in the database after completing a Wholesale Customer Fiber Interconnection.
- 4.10.10 **Marketing of Dark Fiber Leases to Dark Fiber Customers.** The Network Operator will serve as MassTech's agent to lease Dark Fiber on the MassTech Network.
  - 4.10.10.1 Any such Dark Fiber lease shall be (a) consistent with the then-approved Fiber Management Plan and subject to all Network Policies except to the extent exempted therefrom by MassTech, (b) on lease terms and conditions approved in advance by MassTech, (c) assignable to MassTech upon termination of this Agreement, and (d) at the prices established in the Pricing Guidelines, and applicable price ranges, as the same may be adjusted from time to time in accordance with this Agreement.
  - 4.10.10.2 Upon receipt of a request from a Dark Fiber Customer to lease Dark Fiber, Network Operator shall present the request to MassTech for written approval of the IRU.
- 4.10.11 **Commonwealth Customers.** The Network Operator will serve as MassTech's agent to provide Lit Services, Dark Fiber Services, and collocation services to Commonwealth Customers pursuant to agreements entered into between MassTech and the Commonwealth Customers.
  - 4.10.11.1 The Commonwealth Services required by new and existing MassTech agreements with MassDOT, EOPSS, EOTSS, and other Commonwealth Customers shall be at rates that are equal to or less than prices for Wholesale Services under the Pricing Guidelines, except that charges for all services to EOPSS and EOTSS shall not exceed 85% of the then-current suggested prices under the Pricing Guidelines.
  - 4.10.11.2 The provision of Commonwealth Services shall be on a private carrier basis.

- 4.11 Retail Service by Network Operator.** The Network Operator may only provide Retail Services through an Affiliate. Network Operator shall not provide Wholesale Services to its Affiliate on terms and conditions that, when taken as a whole, are more favorable than those offered to other Third Party Service Providers and all such Wholesale Services must be offered on terms that are consistent with the Network Policies.
- 4.12 Financial Responsibilities and Rights of the Network Operator: Costs and Expenses.** Except as otherwise provided in this Section, or elsewhere in the Agreement, beginning on the Commencement Date, the Network Operator will pay for:
- 4.12.1 All ongoing costs of operating the MassTech Network, except as specified in 4.12.5.
  - 4.12.2 All costs of Network Operator Fiber, all Affiliate costs, and all costs of compliance with the terms of this Agreement.
  - 4.12.3 Network Operator Payments in Section 4.15.
  - 4.12.4 Except as otherwise provided in Section 4.7, all Capital Improvements necessary to meet the MassTech Network Performance Requirements.
  - 4.12.5 **Infrastructure Access Agreement Costs.** Subject to the appropriation of funding, MassTech and not the Network Operator will be responsible for paying for the recurring costs under MassTech's Infrastructure Access Agreements for which MassTech is the contracting party. These include, recurring pole attachment fees, recurring conduit fees, recurring IRU or right-of-way fees, or premiums for surety bonds that may be required by pole owners or conduit owners.
    - 4.12.5.1 The Network Operator and not MassTech shall be responsible for maintenance, relocation, and transfer costs related to Infrastructure Access Agreements.
    - 4.12.5.2 MassTech shall be responsible for any make-ready and construction costs associated with MassTech Network Extensions, subject to MassTech's prior written approval.
    - 4.12.5.3 MassTech and Network Operator shall work cooperatively in their respective capacities under this Agreement to minimize the costs that may be incurred under agreements with or otherwise imposed by third parties.
  - 4.12.6 **Regulatory Compliance Costs.** While the Network Operator shall be solely responsible for ensuring that the MassTech Network is fully compliant with all Applicable Laws, including all federal, Commonwealth, and local regulatory requirements, related to the operation of the MassTech Network and the Customer Services provided over it by MassTech and/or the Network Operator during the

Term of this Agreement, the costs of such compliance, including the payment of fees and non-compliance charges assessed, if any, shall be treated as follows:

- 4.12.6.1 MassTech shall be responsible for federal, state, and local regulatory compliance costs, if any, on Dark Fiber leases and on Commonwealth Services under this Agreement pursuant to contracts directly between MassTech and Commonwealth Customers. Network Operator, however, shall be liable for any penalties or forfeitures or other payments resulting from non-compliance with Applicable Law or Avoidable Liabilities.
- 4.12.6.2 Except as otherwise stated in Section 4.12.6.1, Network Operator shall be responsible for all federal, state, and local regulatory compliance costs, including non-compliance charges assessed, if any, on Wholesale Services provided under this Agreement.
- 4.12.6.3 The Parties will coordinate and reasonably cooperate to structure service offerings in a manner that minimizes regulatory costs and mitigates any instances of non-compliance.

**4.13 Provisions Regarding Agreements Between MassTech and Others.** The Network Operator acknowledges that, prior to the Effective Date, it reviewed copies of the executed Infrastructure Access Agreements listed in Exhibit E attached hereto, with respect to which, the Network Operator will have the responsibilities described in this Agreement. Network Operator understands and agrees that it will also be subject to other such agreements entered into by MassTech to the extent not inconsistent with the specific terms of this Agreement.

**4.14 Annual Plan.**

- 4.14.1 Within forty-five (45) Days of the Effective Date the Network Operator shall submit to MassTech an initial Annual Plan (“Initial Plan”). The Initial Plan shall be subject to review and approval by MassTech.
- 4.14.2 On the first Business Day of the fourth quarter of the calendar year covered by the Initial Plan required hereunder, and on the first Business Day of each fourth quarter of the calendar year thereafter during the Term of this Agreement, the Network Operator shall submit to MassTech an Annual Plan. Prior to submission of each Annual Plan the Network Operator shall consult with MassTech with respect to MassTech’s priorities and objectives.
- 4.14.3 Each Annual Plan (including the Initial Plan) shall include:
  - 4.14.3.1 The Network Operator’s updated business plan<sup>4</sup>, including: (i)

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<sup>4</sup> Note to Respondents: The Business Plan required in the RFP shall be the basis of the business plan in the Initial Plan.

information addressing MassTech’s current network policy goals and objectives; (ii) an updated market analysis demonstrating the Network Operator’s estimate of its market share by service; (iii) an action plan for customer retention and acquisition; (iv) human resourcing plans; (v) plans for Network Operator Fiber (including how such fiber extensions will be funded and/or financed); and (vi) proposed MassTech Network Extensions.

4.14.3.2 An updated Annual Financial Performance Summary<sup>5</sup> that reflects the Network Operator’s updated projections of the following terms, in the Annual Financial Performance Summary, for the upcoming calendar year and for the remainder of the Term: (i) Network Revenue, (ii) Operating Costs, (iii) Network Operator Funded Capital Improvements, (iv) Net Revenue, (v) Allowed Network Operator Funded Capital Improvements Amortization with Net Revenue, (vi) Net Revenue Available for Revenue Share, and the (vii) Annual Speculative Net Revenue Share Payments.

4.14.3.3 An updated Financial Model<sup>6</sup>, that provides the supporting detail and calculations for all terms in the updated Annual Financial Performance Summary.

4.14.3.4 Recommendations for updates and upgrades to the MassTech Network, including, capacity expansions, the MassTech Network Equipment Refresh or, fiber refresh as deemed necessary by MassTech, that are planned or proposed to be undertaken for the remainder of the Term, and which shall be consistent with a capital budget, if any, provided by MassTech to the Network Operator

4.14.3.5 A report on any cybersecurity incidents impacting the MassTech Network and the performance of the Written Information Security Program required under Section 4.25, as well as any recommendations for changes or upgrades to the Program.

4.14.4 The Annual Plan shall be subject to MassTech’s review and approval.

4.14.5 In addition to the foregoing and throughout each year, the Network Operator shall

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<sup>5</sup> Note to Respondents: The Annual Financial Performance Summary in this Agreement will be an Excel spreadsheet derived from the Respondent’s Bid Sheet (Attachment C in the RFP). The Annual Financial Performance Summary is used for forecasting purposes according to the Annual Plan provisions and reporting actuals and determining the Annual Speculative Revenue Share Payment each year, according to the Network Operator Payments provisions and the Network Operator Financial Reporting provisions.

<sup>6</sup> Note to Respondents: The Financial Model required in the RFP shall be the basis of the Financial Model in this Agreement.

notify MassTech immediately upon becoming aware that a variance of more than ten percent (10%) in the Revenue, Operating Costs, or Network Operator Funded Capital Improvements projected in the then-current Annual Plan is likely and provide an explanation of the variance and updated projections for the remainder of the reporting period.

**4.15 Network Operator Payments.**

4.15.1 **Payments to MassTech.** The Network Operator shall make the following payments to MassTech (such payments, collectively, the “Network Operator Payments”) over the Term, in accordance with the schedules set forth in Section 4.15.2 (Guaranteed Upfront Payment), Section 4.15.3 (Annual Guaranteed Revenue Share Payment) and Section 4.15.4 (Annual Speculative Net Revenue Share Payment):

4.15.2 **Guaranteed Upfront Payment.** The Network Operator shall pay MassTech an amount of [*Guaranteed Upfront \$ Payment per Bid*] to MassTech within ten (10) Business Days of the Effective Date of the Agreement.

4.15.3 **Annual Guaranteed Revenue Share Payment.** The following table outlines the Annual Guaranteed Revenue Share Payments that the Network Operator shall pay to MassTech over the Term of the Agreement. The Network Operator shall make each Annual Guaranteed Revenue Share Payment to MassTech within ten (10) Business Days of the date indicated in the table below.

<b>Payment #</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Date</b>	<b>12/31/2023</b>	<b>12/31/2024</b>	<b>12/31/2025</b>	<b>12/31/2026</b>	<b>12/31/2027</b>	<b>12/31/2028</b>
<b>Annual Guaranteed Revenue Share Payment</b>	<i>[\$ Bid]</i>	<i>[\$ Bid]</i>	<i>[\$ Bid]</i>	<i>[\$ Bid]</i>	<i>[\$ Bid]</i>	<i>[\$ Bid]</i>
<b>Payment #</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>Date</b>	<b>12/31/2029</b>	<b>12/31/2030</b>	<b>12/31/2031</b>	<b>12/31/2032</b>	<b>12/31/2033</b>	<b>12/31/2034</b>
<b>Annual Guaranteed Revenue Share Payment</b>	<i>[\$ Bid]</i>	<i>[\$ Bid]</i>	<i>[\$ Bid]</i>	<i>[\$ Bid]</i>	<i>[\$ Bid]</i>	<i>[\$ Bid]</i>
<b>Payment #</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>		
<b>Date</b>	<b>12/31/2035</b>	<b>12/31/2036</b>	<b>12/31/2037</b>	<b>Agreement expiration</b>		

<b>Annual Guaranteed Revenue Share Payment</b>	<i>[\$ Bid]</i>	<i>[\$ Bid]</i>	<i>[\$ Bid]</i>	<i>[\$ Bid]</i>	
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4.15.4 **Annual Speculative Net Revenue Share Payment.** As outlined in Section 4.17, the Annual Financial Performance Report will be used to determine the Annual Speculative Net Revenue Share Payment for a given year. The Network Operator shall make each Annual Speculative Net Revenue Share Payment to MassTech within ten (10) Business Days of MassTech’s approval of the Annual Financial Performance Report. If the result of the Annual Speculative Net Revenue Share Payment is less than zero for any given year, then no Annual Speculative Net Revenue Share Payment is due for that year

4.15.4.1 **Calculation of the Annual Speculative Revenue Share Payment.** The Annual Speculative Net Revenue Share Payment for a given year is equal to the Annual Speculative Net Revenue Share Percentage per the table below multiplied by the Net Revenue Available for Revenue Share for that year. The Annual Speculative Revenue Share Payment, and all terms used to calculate the Annual Speculative Revenue Share Payment, shall be calculated on a cash basis.

<b>Payment #</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Period Start</b>	<b>Effective Date</b>	<b>1/1/2024</b>	<b>1/1/2025</b>	<b>1/1/2026</b>	<b>1/1/2027</b>	<b>1/1/2028</b>
<b>Period End</b>	<b>12/31/2023</b>	<b>12/31/2024</b>	<b>12/31/2025</b>	<b>12/31/2026</b>	<b>12/31/2027</b>	<b>12/31/2028</b>
<b>Annual Speculative Revenue Share Percentage</b>	<i>[% Bid]</i>	<i>[% Bid]</i>	<i>[% Bid]</i>	<i>[% Bid]</i>	<i>[% Bid]</i>	<i>[% Bid]</i>
<b>Payment #</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>Period Start</b>	<b>1/1/2029</b>	<b>1/1/2030</b>	<b>1/1/2031</b>	<b>1/1/2032</b>	<b>1/1/2033</b>	<b>1/1/2034</b>
<b>Period End</b>	<b>12/31/2029</b>	<b>12/31/2030</b>	<b>12/31/2031</b>	<b>12/31/2032</b>	<b>12/31/2033</b>	<b>12/31/2034</b>



<b>Annual Speculative Revenue Share Percentage</b>	<i>[% Bid]</i>	<i>[% Bid]</i>	<i>[% Bid]</i>	<i>[% Bid]</i>	<i>[% Bid]</i>	<i>[% Bid]</i>
<b>Payment #</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>		
<b>Period Start</b>	<b>1/1/2035</b>	<b>1/1/2036</b>	<b>1/1/2037</b>	<b>1/1/2038</b>		
<b>Period End</b>	<b>12/31/2035</b>	<b>12/31/2036</b>	<b>12/31/2037</b>	<b>Agreement expiration</b>		
<b>Annual Speculative Revenue Share Percentage</b>	<i>[% Bid]</i>	<i>[% Bid]</i>	<i>[% Bid]</i>	<i>[% Bid]</i>		

- 4.15.5 **Calculation of Net Revenue Available for Revenue Share.** Net Revenue Available for Revenue Share for a given year is equal to Net Revenue for that year minus Allowed Network Operator Funded Capital Improvements Amortization with Net Revenue for that year.
- 4.15.6 **Calculation of Net Revenue.** Net Revenue for a given year is equal to Network Revenue for that year minus the Annual Guaranteed Revenue Share Payment for that year minus the Operating Costs for that year.
- 4.15.7 **Calculation of Allowed Network Operator Funded Capital Improvements Amortization with Net Revenue.** Allowed Network Operator Funded Capital Improvements with Net Revenue for a given year is equal to the result from the calculations in the Annual Financial Performance Summary for that year.
- 4.16 Timing of Payments.** Any payments required to be paid by one Party to the other Party pursuant to this Agreement shall be paid within thirty (30) Days of receipt of an invoice unless another payment schedule is specified herein.
- 4.16.1 **Payment Disputes.** In the event there is a Good Faith dispute relating to the payment of any amount due under this Agreement, the Parties shall follow the Dispute Resolution procedures of this Agreement under ARTICLE 11. For as long as the Dispute remains unresolved, it shall not be considered a breach of this Agreement, provided that all undisputed amounts are paid in full and on a timely basis.
- 4.17 Network Operator Financial Reporting.** Network Operator shall provide the following to MassTech in a format and level of detail deemed acceptable to MassTech, reflecting all

Network Operator's and Affiliates' assets, liabilities, income, and expenses, directly or indirectly related to the Network Operator's Network Obligations and/or provision of Services or Retail Services over the MassTech Network.

4.17.1 **Annual Financial Performance Report.** Within ninety (90) Days of each period end date in the table above, for the duration of the Term, the Network Operator shall submit an annual report to MassTech for MassTech's review and approval describing the Network Operator's financial performance for the preceding year (such report, the "Annual Financial Performance Report"), as further described below.

4.17.2 The Annual Financial Performance Report will include the following:

4.17.2.1 The Network Operator's audited Financial Statements for the period for which the Annual Financial Performance Report applies;

4.17.2.2 For the period for which the Annual Financial Performance Report applies, the updated Annual Financial Performance Summary containing the actual results, at a level of detail satisfactory to MassTech, for:

4.17.2.2.1 Revenue;

4.17.2.2.2 Operating Costs;

4.17.2.2.3 Annual Guaranteed Revenue Share Payment;

4.17.2.2.4 Net Revenue;

4.17.2.2.5 Network Operator Funded Capital Improvements;

4.17.2.2.6 Allowed Network Operator Funded Capital Improvements Amortization with Net Revenue

4.17.2.2.7 Net Revenue Available for Revenue Share; and

4.17.2.2.8 Annual Speculative Net Revenue Share Payment;

4.17.2.3 The Annual Financial Performance Report, inclusive of the Annual Financial Performance Summary, shall be subject to examination and attestation pursuant to the term set forth in Section 4.17.3 concerning the Annual Financial Performance Report Attestation Examination.

4.17.2.4 [Respondents shall propose a mechanism that addresses a sustained period of financial nonperformance, i.e., a sustained period of actuals that are materially different to forecasts. Such a mechanism shall address remedial provisions and when a material breach of the

Agreement will be triggered in the event of failure of the Network Operator to cure financial nonperformance.]

#### 4.17.3 **Annual Financial Performance Report Attestation and Examination.**

4.17.3.1 **General.** When the Annual Financial Performance Report is submitted to MassTech, the Annual Financial Performance Report, inclusive of the Annual Financial Performance Summary, shall have already been examined by an independent accredited audit firm chosen by the Network Operator that is unaffiliated with the Network Operator and otherwise free of conflicts of interest. The Network Operator will be responsible for all costs relating to such examination.

4.17.3.2 **Attestation Examination Deliverable.** The deliverable required following the Annual Financial Performance Report Examination will be an attestation letter from the audit firm addressed to the Network Operator and MassTech attesting that:

4.17.3.2.1 The actual results from the Annual Financial Performance Summary have been calculated specifically and accurately in accordance with the Network Operating Agreement. The actual results shall include (i) Revenue, (ii) Operating Costs, (iii) Annual Guaranteed Revenue Share Payment, (iv) Net Revenue, (v) Network Operator Funded Capital Improvements, (vi) Allowed Network Operator Funded Capital Improvements Amortization with Net Revenue, (vii) Net Revenue Available for Revenue Share, and (viii) Annual Speculative Revenue Share Payment.

4.17.3.2.2 The actual results from the Annual Financial Performance Summary reconcile with the Network Operator's audited financial statements, which such audited financial statements must cover the period for which the Annual Financial Performance Report applies.

4.17.3.3 **Examination Scope.** The scope of the examination of the Annual Financial Performance Report, which is subject to MassTech's approval, shall include the following, subject to any additional activities the audit firm believes are necessary to prepare the deliverables described below:

4.17.3.3.1 Examination and confirmation in an attestation report from the audit firm that the actual amounts reported in the Annual Financial Performance Summary have been recorded and calculated with the terms and conditions of

the Network Operating Agreement for each of the following: Revenue, (ii) Operating Costs, (iii) Annual Guaranteed Revenue Share Payment, (iv) Net Revenue, (v) Network Operator Funded Capital Improvements, (vi) Allowed Network Operator Funded Capital Improvements Amortization with Net Revenue, (vii) Net Revenue Available for Revenue Share, and (viii) Annual Speculative Revenue Share Payment.

4.17.3.3.2 Examination and confirmation in an attestation report from the audit firm that the actual results set forth in the Annual Financial Performance Summary reconcile with the Network Operator's audited financial statements for the period for which the Annual Financial Performance Report applies.

4.17.4 Each Financial Statement shall be accompanied by an Officer's Certificate certifying that (a) the Financial Statement has been prepared from the Network Operator's books and records in accordance with GAAP, or on a cash basis in the case of the Annual Financial Performance Summary, is true, correct and complete and fairly presents in all material respects the financial condition of Network Operator as of the dates, and for the periods, indicated thereon and (b) there has been no fraud or intentional or willful misconduct by any Person in connection with the recordation, maintenance or preparation of the Financial Statement, or any other financial documents, record or information from which such statement was derived.

#### **4.18 Maintenance Requirements, Procedures and Reporting.**

4.18.1 Network Operator shall maintain the MassTech Network in compliance with all Applicable Standards and specifications, reasonable wear and tear excepted, in a manner that will permit ready access at all times for Customers in accordance with the terms and conditions of this Agreement and their respective contracts and SLAs, and so as to maintain Industry Standards for carrier class networks.

4.18.2 **Scheduled Maintenance.** Network Operator shall perform appropriate Scheduled Maintenance on the physical plant of the MassTech Network in accordance with all Applicable Laws, Applicable Standards, the MassDOT Operating Agreement, Network Policies, Infrastructure Access Agreements, and Network Operator's then-current Maintenance Plan.

4.18.2.1 **Notice of Scheduled Maintenance.** Network Operator shall notify MassTech and any affected Customer interconnected to the MassTech Network at least ten (10) Days prior to any Scheduled Maintenance which will or is reasonably likely to have an impact on service. Network Operator will normally perform Scheduled Maintenance that

is reasonably expected to produce any signal discontinuity during standard maintenance windows as prescribed in the Network Policies. If Scheduled Maintenance must occur outside such standard maintenance windows, Network Operator shall use its best efforts to coordinate among the Parties and any affected Customer(s). MassTech may not prevent Network Operator from performing maintenance that Network Operator deems necessary. MassTech shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as it does not interfere with Network Operator's ability to perform its obligations under this Agreement. In the event that Scheduled Maintenance as previously notified is canceled or delayed for whatever reason, Network Operator shall notify MassTech and any affected Customer at Network Operator's earliest opportunity and will comply with the provisions of the previous sentence to reschedule any delayed activity.

4.18.3 **Unscheduled Maintenance.** Network Operator shall notify MassTech and any affected Customer interconnected to the MassTech Network as soon as possible after becoming aware of the need for any Unscheduled Maintenance in accordance with applicable procedures agreed to by the Parties as part of the Network Performance Requirements of Exhibit I, the Maintenance Plan, and in conformance with all Applicable Standards.

4.18.3.1 Network Operator shall respond to any outage or other interruption of service or a failure of the MassTech Network to operate in accordance with the specifications set forth in any SLA or the MassDOT Operating Agreement within ten (10) minutes (allowing for delays caused by circumstances beyond the reasonable control of Network Operator) in accordance with the Unscheduled Maintenance procedures set forth in this Section 4.18.3.

4.18.3.1.1 When restoring a cut cable in the MassTech Network, Network Operator will work to restore all traffic as quickly as possible

4.18.3.2 Network Operator shall perform, or cause equipment manufacturers or other vendors to perform, Unscheduled Maintenance, which shall consist of:

4.18.3.2.1 Emergency Unscheduled Maintenance in response to an alarm identification originated by either Network Operator, or notification by MassTech, a Third Party Service Provider, end-user or by any other third party of any verifiable failure, interruption, or impairment in the operation of the MassTech Network, or upon learning of any event imminently likely to cause the failure,

interruption, or impairment in the operation of the MassTech Network;

4.18.3.2.2 Non-Emergency Unscheduled Maintenance in response to any potential service-affecting situation to prevent any failure, interruption, or impairment in the operation of the MassTech Network not covered by Scheduled Maintenance.

4.18.3.2.2.1 Network Operator shall use its best efforts to promptly report the need for Unscheduled Maintenance to MassTech in accordance with Network Operator's reasonable maintenance procedures set forth in the Network Policies, recognizing that in some instances such notification may not be possible until after the Unscheduled Maintenance has occurred, in which case such notification shall be given as soon as possible but no later than the start of the next Business Day.

4.18.3.2.3 Enforcement of all manufacturer warranties and maintenance and support contracts on MassTech Network Facilities or equipment relating to the above.

4.18.3.3 Network Operator will log the time that any need for Unscheduled Maintenance is identified, verify the problem and dispatch personnel in accordance with its SLAs and or the MassDOT Operating Agreement to take corrective action.

4.18.4 In the event that any Scheduled or Unscheduled Maintenance hereunder requires a truck roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other MassTech facilities, then Network Operator shall make such personnel available as may be necessary in order to accomplish such maintenance.

**4.19 NOC.** Network Operator shall operate and maintain or contract with a NOC that shall monitor the MassTech Network twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel.

4.19.1 Network Operator's maintenance personnel shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week.

4.19.2 Network Operator shall maintain a toll-free telephone number, and other means of communication as reasonably determined by the Network Operator, such as messaging tools, for the contacting of personnel at the NOC.

- 4.19.3 Network Operator's NOC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in the MassTech Network: (i) through Network Operator's remote surveillance equipment and/or upon notification by MassTech, MassDOT, EOTSS, EOPSS or a Third Party Service Provider; or (ii) upon credible notification by any third party or verification thereof.
- 4.19.4 Network Operator shall make and maintain arrangements for a back-up location for the NOC or remote management capability in the event its usual location unexpectedly becomes unavailable or unusable and shall inform MassTech of such arrangements.

**4.20 Workmanship; Compliance with Procedures; and Use of Subcontractors.**

- 4.20.1 In performing any and all work or services hereunder, Network Operator shall take workmanlike care to prevent impairment to the signal continuity and performance of the MassTech Network. In addition, Network Operator shall reasonably cooperate with interconnected providers in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a truck roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other MassTech facilities, then Network Operator shall make such personnel available as may be necessary in order to accomplish such maintenance.
- 4.20.2 Network Operator shall maintain and comply with a written Network Operator Operations Manual, to be included in the Maintenance Plan and subject to MassTech approval, which shall not be unreasonably withheld, documenting the preventative and restorative procedures it will use to manage and monitor the MassTech Network and ensure that SLAs are met.
- 4.20.3 Network Operator shall obtain and maintain such information and documentation regarding outages and interruptions of service that may be required in order to present claims for insurance covering property losses and/or to recover reimbursement from persons that may be liable for such losses.
- 4.20.4 Network Operator shall assist MassTech, as reasonably requested, to diligently resolve any claims under the property insurance policies procured by MassTech as required under Section 10.2.
- 4.20.5 Network Operator shall assist MassTech, as reasonably requested, in preparing any reports required by law relating to incidents involving the MassTech Network.
- 4.20.6 Network Operator may subcontract any of the maintenance services hereunder; provided that Network Operator shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein including Network Policies and applicable insurance requirements. The use of any such

subcontractor shall not relieve Network Operator of any of its obligations hereunder. Without limiting its obligations under this Agreement, Network Operator shall comply with all applicable tax and employment laws and regulations in engaging any subcontractor to perform such services or any portion thereof.

4.20.7 MassTech may, upon reasonable notice but no more frequently than every five (5) years, direct Network Operator to conduct Optical Time Domain Reflectometer (OTDR) testing on segments of the MassTech Network including MassTech Network Extensions. MassTech shall have the right, but not the obligation, to be present to observe the testing. Network Operator shall provide MassTech with a copy of any such test results.

**4.21 Performance.** Network Operator agrees that the performance of the Services covered by this Agreement and each Wholesale Customer, Commonwealth Customer, and Dark Fiber Customer contract, will meet, or exceed the standards set forth in the applicable SLAs attached in Exhibit I, and be in accordance with the provisions and specifications set forth in this Agreement.

4.21.1 Upon request by either Party, MassTech and Network Operator will review and agree to Commercially Reasonable changes, modifications, deletions, and replacements of and additions to the performance standards and the service levels under this Agreement for the purposes of supporting the continuing development, and priorities of MassTech, Customers, and End User Customers.

4.21.2 Network Operator shall implement the necessary measurement and monitoring tools and procedures required to set baseline measurements and to measure, record, and report Network Operator's performance of the Services as against KPIs, as the same may evolve and be supplemented and enhanced during the Term, and in a reasonable level of detail that is deemed acceptable to MassTech. Network Operator shall provide MassTech electronic access to such records and monthly reports as specified below. The performance records and monthly reports shall reflect the metrics identified in the KPIs and SLAs set forth in the NOA and Exhibit I ("Network Performance Requirements"). Network Operator's failure to provide such access, or make the monthly reports available in electronic access, unless caused by events beyond the control of Network Operator, shall be deemed a material breach of the Agreement.

4.21.3 Network Operator shall be subject to the monetary penalties or be in material breach of this NOA for failure to meet certain SLA performance criteria set forth in Exhibit I.

#### **4.22 Inspections and Audits.**

4.22.1 Network Operator, which includes an Affiliate providing Retail Services, shall maintain a complete audit trail of all financial and non-financial transactions



resulting from or arising in connection with the Agreement. Network Operator shall provide to MassTech, its auditors (including internal audit staff and external auditors), inspectors, regulators, or other persons MassTech may from time to time designate in writing, access at all reasonable times to any facility or part of a facility at which either Network Operator or any of its subcontractors is providing the Services, to Network Operator personnel, and to data and records relating to the Services for the purpose of performing audits and inspections of either Network Operator or any of its subcontractors to:

- 4.22.1.1 Verify the accuracy of financial transactions, including revenue, charges, and invoices;
  - 4.22.1.2 Verify the accuracy of Revenue Share;
  - 4.22.1.3 Verify the integrity of the operational status of the MassTech Network, verify performance of that network, and examine the physical inventory, including network equipment and materials, spares and outside plant and systems, supporting that network; and
  - 4.22.1.4 Examine Network Operator's performance of the Services.
- 4.22.2 Network Operator shall prepare and maintain detailed records regarding its compliance with the performance standards and minimum service levels and shall permit MassTech and its designees, upon reasonable notice, electronic access to all such records. Upon request, Network Operator shall provide MassTech with information and reasonable electronic access to such records and the service performance measurement tools and procedures relating thereto.
- 4.22.3 Network Operator shall provide to MassTech's auditors, inspectors, regulators, and representatives such assistance as they require, including installing and operating audit software. Network Operator shall cooperate fully with MassTech or its designees in connection with audit functions and with regard to examinations by regulatory authorities. MassTech's auditors and other representatives shall comply with Network Operator's reasonable security requirements in connection with audit or examination. Network Operator shall maintain financial and other records for at least seven (7) years after the end of the Term.
- 4.22.4 Such access will require five (5) Business Days' notice to Network Operator and will be provided at reasonable hours. If any audit or examination reveals that Network Operator's accounting for the audited period is not correct (other than amounts in dispute and the subject of active dispute resolution procedures pursuant to ARTICLE 11), Network Operator shall promptly make all remunerative payments to MassTech and shall take and document appropriate corrective actions to avoid inaccurate records for the remainder of the Term.
- 4.22.5 Network Operator agrees to make any changes and take other actions which are

necessary in order to maintain compliance with laws and regulations applicable to its performance and provision of the Services and Network Policies. MassTech may submit to Network Operator findings and recommendations regarding compliance by Network Operator with applicable laws and regulations which Network Operator will analyze and consider in Good Faith. Network Operator shall promptly respond to MassTech regarding Network Operator's evaluation and activity plan for such findings and recommendations.

#### **4.23 Resources and Facilities**

- 4.23.1 The use by Network Operator of any MassTech Network facilities as described in this Agreement (including as described in any Customer contracts) will not constitute or create any lease, leasehold interest, or estate for any period or other similar interest in the MassTech Network, but instead, unless expressly constructed otherwise, will constitute a limited non-exclusive right to use the MassTech Network for the periods specified in any Customer contract or the remaining term of this Agreement, whichever is less, or as otherwise provided in this Agreement.
- 4.23.2 Except as otherwise provided in the Agreement, Network Operator will have the responsibility and obligation to provide and administer, manage, support, maintain and pay for all resources (including, without limitation, personnel, hardware, software, facilities, services, and other items, however described) necessary or appropriate for Network Operator to provide, perform and deliver the Services as described in the Agreement.
- 4.23.3 Network Operator will provide and have available an adequate number of trained and qualified personnel as necessary or appropriate to facilitate and ensure the timely and proper definition, provision, performance, and delivery of the Services in accordance with the Agreement.
- 4.23.4 MassTech will provide reasonable access to any portion of the MassTech Network and appurtenant infrastructure used by Network Operator to provide and perform its Services hereunder (including, without limitation, the attendant MassTech Network infrastructure, rights-of-way, access points, etc.) to Network Operator's authorized employees, agents and representatives as necessary or appropriate for the performance, delivery and use of the Services in support of network operations over the MassTech Network and for the operation, maintenance, upgrade, support and use of the MassTech Network.
- 4.23.5 MassTech may, in consultation with the Network Operator, relocate and/or consolidate any POI or other MassTech Network facility. The Network Operator shall cooperate in such relocation or consolidation.

#### **4.24 Security of MassTech Network Infrastructure**

4.24.1 MassTech authorizes Network Operator access to all of its facilities and premises needed to support the Services covered by this Agreement. Network Operator shall establish, subject to MassTech's reasonable approval, written policies and procedures for ensuring the physical and cybersecurity of the MassTech Network ("Network Management and Security Policies"), including the requirements of Section 4.25 and in line with industry best practices, including without limitation physical security, personnel security, access control, vulnerability testing, threat identification and mitigation, meeting the needs of law enforcement, and monitoring to ensure compliance with the policies and procedures. These Network Management and Security Policies shall be included in the Network Policies.

4.24.1.1 Subject to MassTech's approval, the Network Management and Security Policies developed by the Network Operator shall establish policies and procedures that the Network Operator shall follow with respect to background checks to be conducted on all personnel of the Network Operator and its subcontractors, which policies and procedures shall comply with and be no less stringent than the then-current requirements of MassDOT, EOTSS, and EOPSS.

4.24.1.2 The Parties shall cooperate in administering security procedures regarding access to MassTech and/or Network Operator facilities by such persons as MassTech and Network Operator may designate and deny such access to all other persons.

#### **4.25 Information and Security Program.**

4.25.1 Within ninety (90) days of the Effective Date, Network Operator will provide MassTech with a copy of the Network Operator's Written Information Security Program ("WISP"), as required by Massachusetts Regulation 201 C.M.R. 17.00. The WISP shall be signed by the Network Operator's designated Chief Information Security Officer ("CISO"). The CISO shall have cybersecurity training from a third-party cybersecurity organization. The WISP shall be subject to MassTech's review and approval. The Network Operator shall have an ongoing, continuing obligation to maintain and comply with the WISP.

4.25.1.1 The WISP shall include the Network Operator's cybersecurity policies that will be applied by the Network Operator to protect the MassTech Network from cyberattacks. The WISP document will detail, at a minimum, an information security plan and an incident response plan that includes, at a minimum, MassTech notification procedures, a ransomware event response plan, and a response plan in the event of a Core Network outage. The WISP shall require that the Network Operator comply with the latest approved NIST Cybersecurity Framework or similar industry cybersecurity framework.

- 4.25.1.2 The Network Operator shall provide a copy of any revision of the WISP within thirty (30) days of the revision, which shall be subject to the requirements of Section 4.25.1. Upon request by MassTech, the Network Operator shall produce to MassTech proof of its compliance with the WISP. The Network Operator shall include in its Annual Plan a summary of the implementation of its WISP during the preceding year, including summaries of any incidents and breaches, associated notifications to MassTech, and resolution.
- 4.25.2 The Network Operator shall notify MassTech within fourteen (14) days of any continuous period of non-compliance with its WISP extending for more than 30 days. Upon such notification or the discovery by MassTech of the Network Operator's failure to maintain and comply with its WISP, the Network Operator, following notification by MassTech, shall have fourteen (14) days to (i) cure the failure and come into compliance, and (ii) provide a report on the steps it has taken to come into compliance with the WISP.
  - 4.25.2.1 Upon (i) notification by the Network Operator or MassTech's discovery of a second failure or (ii) the Network Operator's failure to cure or provide a report of such cure within the required fourteen (14) day period, the Network Operator shall, within fourteen (14) days of notice by MassTech, employ a third-party security firm approved by MassTech at the Network Operator's expense, which shall not be considered Operating Expense, to bring the Network Operator into compliance with the WISP.
  - 4.25.2.2 The third-party security firm shall provide a report to MassTech of the security-related issues discovered and the recommended steps required for compliance. The security firm shall be employed by the Network Operator for one-year after the security firm completes its assessment report, and the security firm shall provide to MassTech quarterly update reports during the year providing an analysis of the Network Operator's compliance with the WISP.
- 4.25.3 In the event of a cybersecurity incident, Network Operator shall not pay a malicious cyber bad-actor a ransomware or other fee without receiving express written authorization from MassTech. If the Network Operator pays such a fee without the MassTech authorization, the Network Operator shall not include such payment amount as an Operating Cost.

#### **4.26 Compensation Events; Relief Events.**

- 4.26.1 **Compensation Events.** In the event that a Compensation Event occurs, the Parties shall comply with the terms and conditions set forth in this Section 4.26.1

4.26.1.1 For purposes of this Agreement, a “Compensation Event” means a request by MassTech that would expand the scope of the Network Operator’s Work beyond its obligations and responsibilities under this Agreement (a “MassTech Change”), except to the extent that the occurrence of a claimed Compensation Event is attributable to the Network Operator’s breach of this Agreement, Applicable Law, or any Governmental Approval, or to any negligent act or omission of the Network Operator

4.26.1.1.1 A failure by MassTech to obtain an appropriation to perform any act under this Agreement shall not be treated as a Compensation Event. All matters concerning MassTech Extensions shall be governed by Section 4.8.3.3 of the Agreement, and not this Section 4.26. All matters concerning the Commencement or Commencement Date of this Agreement (except as provided in Section 5.4), shall be governed by Section 5.3 of the Agreement, and not by this Section 4.26.

4.26.1.2 **Entitlement to Claim.** If a Compensation Event directly causes, or is reasonably likely to directly cause, Network Operator to do any one or more of the following:

4.26.1.2.1 Incur a material Change in Costs; or

4.26.1.2.2 Fail to materially comply with its obligations or exercise its rights under this Agreement

Network Operator may claim one or more of the following in accordance with the terms and conditions of this Section 4.26 (“Compensation Event Remedy”):

4.26.1.2.3 Compensation for any Change in Costs that Network Operator has incurred or will incur as a direct result of such Compensation Event, to the extent that such Change in Cost is not offset by a projected increase in revenues; and/or

4.26.1.2.4 Relief from compliance with its performance obligations under this Agreement that are directly affected by the Compensation Event.

4.26.1.3 **Notice and Information for Compensation Events.**

- 4.26.1.3.1 Within ten (10) Days of receiving a request from MassTech that Network Operator believes will result in a Change in Costs exceeding twenty-five thousand dollars \$25,000, Network Operator will promptly provide MassTech written notice of this, including an explanation of the basis for its belief. Within ten (10) Days of receiving such a notice, MassTech shall provide Network Operator a written response indicating that MassTech has decided to withdraw its request, thereby avoiding a potential Compensation Event, or that MassTech desires that Network Operator proceed with performing the activities that MassTech had requested.
- 4.26.1.3.2 If MassTech notifies Network Operator that it desires that the Network Operator proceed as described in the preceding paragraph and Network Operator desires to make a claim for a Compensation Event Remedy, Network Operator shall submit an initial Compensation Event notice to MassTech as soon as possible after the date that Network Operator first became aware of the relevant Compensation Event (and in any event within forty-five (45) Days). The notice shall:
  - 4.26.1.3.2.1 Explicitly label the notice as an “Initial Compensation Event Notice;”
  - 4.26.1.3.2.2 Identify the relevant Compensation Event (including any details then available to Network Operator after having made due inquiry); and
  - 4.26.1.3.2.3 State Network Operator’s intention to claim the Compensation Event Remedy.
- 4.26.1.4 In addition, Network Operator shall promptly after the date that Network Operator first became aware of the relevant Compensation Event and the effect that is the subject of Network Operator’s claim (and in any event within forty-five (45) Days) submit a notice to MassTech:
  - 4.26.1.4.1 Identifying the notice as a “Detailed Compensation Event Notice”;
  - 4.26.1.4.2 Providing full details of the relevant Compensation Event (as available to Network Operator after having made due inquiry), including the nature of the Compensation Event, date of occurrence, its duration

- (to the extent that the Compensation Event and its effects have ceased) or estimated duration (to the extent that the Compensation Event and its effects have not ceased) and the portions of the Work affected;
- 4.26.1.4.3 Providing full details of any claimed extension of time, relief from obligations, or compensation for Change in Costs;
  - 4.26.1.4.4 Giving details of any steps that Network Operator has taken or will take to mitigate the effect of the Compensation Event in accordance with Section 4.26.1.8 below;
  - 4.26.1.4.5 Identifying the type and amount of insurance that may be applicable and amounts that have been or are anticipated to be collected under such insurance; and
  - 4.26.1.4.6 Providing evidence reasonably satisfactory to MassTech demonstrating that Network Operator has or will incur a Change in Costs.
- 4.26.1.5 Network Operator shall submit an updated Detailed Compensation Event Notice every thirty (30) Days until the Compensation Event has ended, and a final Detailed Compensation Event Notice within ten (10) Business Days after the Compensation Event ends.
- 4.26.1.6 If Network Operator fails to deliver a notice or provide the information required in a notice, then with respect to the relevant Compensation Event and without prejudice to any other rights or remedies of MassTech under this Agreement:
- 4.26.1.6.1 Network Operator will not be entitled to any Compensation Event Remedy to the extent that the quantum of compensation sought was increased or the ability to mitigate was adversely affected as a result of Network Operator's failure; and
  - 4.26.1.6.2 If Network Operator fails to deliver notice or provide information for ninety (90) Days or more, Network Operator's right to claim any Compensation Event Recourse with respect to such Compensation Event will be of no further force or effect.
- 4.26.1.7 For a MassTech Change that the Parties agree would expand Network Operator's obligations beyond the scope of the Work, the Parties may mutually agree on the Change in Costs actually incurred by Network Operator arising from the MassTech Change, and the Compensation Event Remedy payable to Network Operator, and may, if mutually agreed, forego particular provisions of Sections 4.26.1.3 through 4.26.1.6 of this Section 4.26, as they may agree in connection with Network Operator's compensation for the MassTech Change. Notwithstanding the foregoing, prior to such agreement,

Network Operator shall provide MassTech with supporting information as MassTech may reasonably require demonstrating Network Operator's Change in Costs from the MassTech Change. In the absence of the Parties agreement under this Section 4.26.4.6 to the Network Operator's Change in Costs from the MassTech Change, the MassTech Change will be otherwise subject to the entirety of the Compensation Event process set forth in this Section 4.26.

4.26.1.8 **Mitigation.** Network Operator shall use Commercially Reasonable efforts to mitigate the delay and any other consequences of any Compensation Event that is the subject of an Initial Compensation Event Notice or a Detailed Compensation Event Notice.

4.26.1.9 **Burden of Proof.** Network Operator bears the burden of proving both the occurrence of a Compensation Event and its resulting direct and adverse impacts on Network Operator.

4.26.1.10 **Grant of Relief and Compensation for Compensation Events.**

4.26.1.10.1 Network Operator's right to Compensation Event Remedy is conditioned on Network Operator's satisfaction of all of the following:

4.26.1.10.1.1 Network Operator strictly complies with all Notice and Mitigation obligations set forth in this Section 4.26 applicable to Compensation Events; and

4.26.1.10.1.2 Network Operator demonstrates to the reasonable satisfaction of MassTech that a Compensation Event has occurred; and

4.26.1.10.1.3 Network Operator demonstrates to MassTech's reasonable satisfaction that the Compensation Event was the direct cause or is reasonably likely to be the direct cause of: (i) Network Operator's inability to comply with its obligations under this Agreement; and/or (ii) Network Operator's incurring Change in Costs.

4.26.1.11 If Network Operator satisfies the conditions set forth above, Network Operator is entitled to Compensation Event Remedy as follows:

4.26.1.11.1 In the case of Network Operator's inability to comply with its obligations or to exercise its rights under the Agreement, (A) Network Operator is excused from performing certain Work that is caused by, or relates directly to, the Compensation Event, until the Compensation Event has ceased, and (B) any time limitations applicable to the exercise of Network Operator's rights under the Agreement (other than its



rights to make a claim for a Compensation Event) will be extended by such time as is necessary and reasonable for such a Compensation Event.

- 4.26.1.11.2 In the case of Network Operator incurring additional or increased Change in Costs, subject to Section 4.26.1.16 of this Section 4.26, MassTech shall, within forty-five (45) Days after receiving an undisputed written claim by Network Operator supported by all relevant information, compensate Network Operator for the Change in Costs actually incurred by Network Operator as a direct result of the relevant Compensation Event and not offset by a projected increase in revenues.
- 4.26.1.11.3 If any Network Operator breach of this Agreement would not have occurred but for the occurrence of the Compensation Event, such breach will be deemed to have not occurred for the purposes of this Agreement.
- 4.26.1.11.4 MassTech shall give Network Operator such relief from its ongoing performance obligations under the Agreement as is reasonable given the nature of the Compensation Event and Network Operator's ongoing performance obligations.
- 4.26.1.12 Within thirty (30) Days after receiving a final Detailed Compensation Event Notice, MassTech shall notify Network Operator of its determination as to Network Operator's entitlement to Compensation Event Remedy.
- 4.26.1.13 After receiving such notice from MassTech, Network Operator shall promptly (but in any event within ten (10) Business Days after receiving the notice) notify MassTech in writing of whether it accepts or disputes MassTech's determination. If Network Operator does not dispute MassTech's determination within such ten (10) Business Day period, Network Operator is deemed to have accepted the determination.
- 4.26.1.14 If Network Operator disputes MassTech's determination, the Parties shall resolve the matter in accordance with the dispute resolution procedures set forth in ARTICLE 11 of the Agreement.
- 4.26.1.15 If Network Operator accepts or is deemed to have accepted MassTech's determination, Network Operator will have irrevocably waived and released any claim with respect to the alleged Compensation Event.
- 4.26.1.16 **Failure to Agree. If:**
  - 4.26.1.16.1 MassTech disagrees (i) that a Compensation Event has occurred (or as to its consequences) or (ii) that Network Operator is entitled to relief under this Section 4.26; or

4.26.1.16.2 The Parties do not agree on the extent of any Compensation Event Remedy from Network Operator's ongoing obligations under this Agreement,

The Parties shall resolve the matter in accordance with the dispute resolution procedures set forth in ARTICLE 11 of the Agreement.

4.26.1.17 **Sole Remedy.** Network Operator's sole remedy in relation to a Compensation Event is the operation of Sections 4.26.1 through 4.26.1.16 of this Section 4.26.

4.26.2 **Relief Events.** In the event that a Relief Event occurs, the Parties shall comply with the terms and conditions set forth in this Section 4.26.2

4.26.2.1.1 For purposes of this Section 4.26.2 "Relief Event" means any of the following events:

4.26.2.1.1.1 Any flood;

4.26.2.1.1.2 Any fire, explosion, or earthquake;

4.26.2.1.1.3 Any hurricane or named windstorm, or severe snow or ice storm and ensuing storm surges;

4.26.2.1.1.4 Any riot or civil commotion;

4.26.2.1.1.5 Any blockage or embargo;

4.26.2.1.1.6 Any official or unofficial strike, lockout, go-slow, or other labor dispute, generally affecting the construction industry or a significant sector of it;

4.26.2.1.1.7 Any significant accidental loss or damage to the fiber infrastructure of the MassTech Network; or

4.26.2.1.1.8 Any material interruption to, or interference with, Network Operator's work caused by the entry onto the MassTech Network Facilities by a Governmental Entity empowered to enforce Applicable Law for purposes of carrying out such Governmental Entity's law enforcement duties; *provided* that such entry onto the Fiber Infrastructure is not attributable to any investigation of, or action by, Network Operator, its sub-contractors, or any End-User;

Except, in each case, to the extent that the occurrence of a Relief Event is attributable to a breach of the Agreement, Applicable Law, or any Governmental Approval by, or any negligent act or negligent omission of, Network Operator.

4.26.2.2 **Entitlement to Claim.** If a Relief Event directly causes, or is reasonably likely to directly cause, Network Operator to fail to materially comply with its obligations or exercise its rights under this Agreement, Network Operator

may claim relief from compliance with its performance obligations under the Agreement directly related to the Relief Event (“Relief Event Remedy”).

#### 4.26.2.3 **Notice and Information for Relief Events.**

4.26.2.3.1 If a Relief Event occurs and Network Operator desires to make a claim as set forth above, Network Operator shall promptly after the date that Network Operator first became aware of the relevant Relief Event and the effect that is the subject of Network Operator’s claim (and in any event within thirty (30) Days) submit an initial Relief Event notice to MassTech:

4.26.2.3.1.1 Identifying the relevant Relief Event (including any details then available to Network Operator after having made due inquiry);

4.26.2.3.1.2 Stating Network Operator’s intention to claim Relief Event Remedy; and

4.26.2.3.1.3 Explicitly labeling the notice as an “Initial Relief Event Notice.”

4.26.2.3.2 In addition, Network Operator shall promptly after the date that Network Operator first became aware of the relevant Relief Event and the effect that is the subject of Network Operator’s claim (and in any event within forty-five (45) Days) submit a notice to MassTech:

4.26.2.3.2.1 Identifying the notice as a “Detailed Relief Event Notice”;

4.26.2.3.2.2 Providing full details of the relevant Relief Event (as available to Network Operator after having made due inquiry), including the nature of the Relief Event, date of occurrence, its duration (to the extent that the Relief Event and its effects have ceased) or estimated duration (to the extent that the Relief Event and its effects have not ceased) and the portions of the Project affected;

4.26.2.3.2.3 Providing full details of any claimed extension of time or relief from obligations;

4.26.2.3.2.4 Giving details of any steps that Network Operator has taken or will take to mitigate the effect of the Relief Event in accordance with Section 4 below (Mitigation); and

4.26.2.3.2.5 Identifying the type and amount of insurance that may be applicable and amounts that have been or are anticipated to be collected under such insurance.

- 4.26.2.3.3 Network Operator shall submit an updated Detailed Relief Event Notice every thirty (30) Days until the Relief Event has ended, and a final Detailed Relief Event Notice within ten (10) Business Days after the Relief Event ends.
- 4.26.2.3.4 If Network Operator fails to deliver a notice or provide the information required in a notice, then with respect to the relevant Relief Event and without prejudice to any other rights or remedies of MassTech under this Agreement:
  - 4.26.2.3.4.1 Network Operator is not entitled to any Relief Event Remedy to the extent that the ability to mitigate was adversely affected as a result of Network Operator's failure; and
  - 4.26.2.3.4.2 If Network Operator fails to deliver notice or provide information for ninety (90) Days or more, Network Operator's right to claim any Relief Event Remedy with respect to such Relief Event will be of no further force or effect.
- 4.26.2.4 **Mitigation.** Network Operator shall use Commercially Reasonable Efforts to mitigate the delay and any other consequences of any Relief Event that is the subject of an Initial Relief Event Notice or a Detailed Relief Event Notice.
- 4.26.2.5 **Burden of Proof.** Network Operator bears the burden of proving both the occurrence of a Relief Event and its resulting direct and adverse impacts on Network Operator.
- 4.26.2.6 **Grant of Relief for Relief Events.**
  - 4.26.2.6.1 Network Operator's right to Relief Event Remedy is conditioned on Network Operator's satisfaction of all of the following:
    - 4.26.2.6.1.1 Network Operator strictly complies with all Notice and Mitigation obligations set forth in this Section 4.26.2.
    - 4.26.2.6.1.2 Network Operator demonstrates to the reasonable satisfaction of MassTech that a Relief Event has occurred; and
    - 4.26.2.6.1.3 Network Operator demonstrates to MassTech's reasonable satisfaction that the Relief Event was the direct cause or is reasonably likely to be the direct cause of Network Operator's inability to comply with its obligations under the Agreement.
  - 4.26.2.6.2 If the Network Operator satisfies the conditions set forth above, Network Operator is entitled to a Relief Event Remedy as follows:

- 4.26.2.6.2.1 In the case of Network Operator's failure to comply with its obligations or to exercise its rights under this Agreement, (A) Network Operator is excused from performing certain Network Performance Requirements as they directly relate to the Relief Event until the Relief Event has ceased and (B) any time limitations applicable to the exercise of Network Operator's rights under the Agreement (other than its rights to make a claim for a Relief Event) will be extended by such time as is reasonable for such a Relief Event.
  - 4.26.2.6.2.2 If any Network Operator breach of this Agreement would not have occurred but for the occurrence of the Relief Event, such breach will be deemed to have not occurred for the purposes of the Agreement; and
  - 4.26.2.6.2.3 MassTech shall give Network Operator such relief from its ongoing performance obligations under the Agreement as is reasonable given the nature of the Relief Event and Network Operator's ongoing performance obligations.
  - 4.26.2.6.2.4 Within thirty (30) Days after receiving a final Detailed Relief Event Notice, MassTech shall notify Network Operator of its determination as to Network Operator's entitlement to Relief Event Remedy.
  - 4.26.2.6.2.5 After receiving such notice from MassTech, Network Operator shall promptly (but in any event within ten (10) Business Days after receiving the notice) notify MassTech in writing of whether it accepts or disputes MassTech's determination. If Network Operator does not dispute MassTech's determination within such ten (10) Business Day period, Network Operator is deemed to have accepted the determination.
  - 4.26.2.6.2.6 If Network Operator disputes MassTech's determination, the Parties shall resolve the matter in accordance with the dispute resolution procedures set forth in ARTICLE 11 of the Agreement.
  - 4.26.2.6.2.7 If Network Operator accepts or is deemed to have accepted MassTech's determination, Network Operator will have irrevocably waived and released any claim with respect to the alleged Relief Event.
- 4.26.2.7 **Failure to Agree.** If:

4.26.2.7.1.1 MassTech disagrees (i) that a Relief Event has occurred (or as to its consequences) or (ii) that Network Operator is entitled to relief under this Section 4.26.2; or

4.26.2.7.1.2 The Parties do not agree on the extent of any Relief Event Remedy from Network Operator's ongoing obligations under this Agreement,

The Parties shall resolve the matter in accordance with the dispute resolution procedures set forth in ARTICLE 11 of the Agreement.

4.26.2.8 **Sole Remedy.** Network Operator's sole remedy in relation to a Relief Event is the operation of this Section 4.26.2.

## **ARTICLE 5. TRANSITION TO NEW NOA AND COMMENCEMENT**

### **5.1 Transition Plan**

5.1.1 Within sixty (60) Days of the Effective Date, Network Operator and MassTech shall adopt a final Transition Plan establishing the detailed process for Commencement under which the Network Operator shall, as of the Commencement Date, assume responsibility for the Network Operator Obligations and its provision of Services to existing and new Customers. Upon adoption, the Transition Plan shall be incorporated into this Agreement as an Exhibit and shall govern the transition process. The Transition Plan shall, at a minimum, include the Core Transition Requirements and the MassTech Transition Commitments. The Parties shall implement and execute the Transition Plan with diligence, in Good Faith and in a mutually cooperative manner, in order to achieve Transition Plan Substantial Completion and Commencement by the Commencement Target Date.

5.1.2 If the Parties are unable to reach an agreement on a Transition Plan within sixty (60) Days of the Effective Date, the Core Transition Requirements as set out in Exhibit C shall be applicable to the Network Operator until such time as the Parties can reach an agreement.

### **5.2 Schedule for Initial Submissions.**

5.2.1 As part of the transition to this NOA, unless otherwise agreed by the Parties, Network Operator shall prepare and make the following initial submissions in accordance with the following schedule:

5.2.1.1 Within forty-five (45) Days of the Effective Date, a draft of its Initial Plan, pursuant to Section 4.14;

5.2.1.2 Within one hundred and twenty (120) Days of the Effective Date, proposed drafts of all Network Policies, except the Fiber Management

Plan which, as specified in Section 4.6 and 5.2.1.4, shall be provided within one hundred and eighty (180) Days of the Effective Date;

5.2.1.3 Within ninety (90) Days of the Effective Date, drafts of proposed revisions to all existing standard form contracts for Wholesale Service;

5.2.1.4 Within one hundred and eighty (180) Days of the Effective Date, a draft Fiber Management Plan, pursuant to Section 4.6.

5.2.2 Where the completion of these deliverables is delayed as a result of a delay in the provision of information from MassTech to Network Operator, the Parties agree that the timeframes set forth above shall be reasonably adjusted.

### **5.3 Commencement and Commencement Date.**

5.3.1 Commencement is subject to Transition Plan Substantial Completion and the Parties' agreement on a list of open items from the Transition Plan to be completed following Commencement and a plan for their completion, or the waiver of such open items.

5.3.1.1 At the time that the Parties mutually agree as to Transition Plan Substantial Completion, the Parties shall promptly deliver to each other a co-signed and dated Commencement Certificate. Commencement shall occur upon such mutual delivery of the Commencement Certificate, the date of which shall be the Commencement Date.

5.3.1.1.1 Where Commencement has not otherwise occurred pursuant to Section 5.3.1.1, no later than Seventy-Five (75) Days prior to the Commencement Target Date, each Party shall deliver to the other by such date, (i) a list of those uncompleted Transition Plan items it believes must be completed to achieve Transition Plan Substantial Completion, and (ii) a list of open items the Party believes may be completed following Commencement or may be waived. Within ten (10) Days of the later of such respective deliveries, the Parties shall agree on each such list, and a plan for satisfaction of the open Transition Plan items to be completed prior to Commencement. The Parties shall thereafter continue to cooperate with diligence and in Good Faith to complete, in an expeditious manner time being of the essence, the agreed list of open Transition Plan items to be completed in order to achieve Transition Plan Substantial Completion.

5.3.1.1.2 No later than ten (10) Business Days following completion of the items on the list agreed to in Section

5.3.1.2 of open Transition Plan items to be completed in order to achieve Transition Plan Substantial Completion, the Parties will deliver to each other a co-signed and dated Commencement Certificate. Commencement shall occur upon such mutual delivery of the Commencement Certificate, the date of which shall be the Commencement Date.

5.3.2 In the event that by the Commencement Target Date, (i) Transition Plan Substantial Completion has not been achieved, (ii) MassTech has not fulfilled one or more of the MassTech material Transition Commitments, and (iii) such delay in Commencement is not the result of the Network Operator's failure to execute the Transition Plan with diligence and Good Faith, and in a cooperative manner, or otherwise of its breach of the Agreement, for each 90-Day period past the Commencement Target Date that Commencement has not occurred, Network Operator shall receive a credit of [\$X – amount to be submitted in bid], payable in MassTech's discretion as (x) a refund of the Guaranteed Upfront Payment in an amount up to such credit, or (y) as a credit against the Network Operator Payments up to such credit.

5.3.3 In the event that Commencement has not occurred by the Commencement Outside Date, either Party may terminate the Agreement following the Party's diligent and Good Faith pursuit of the Dispute Resolution provisions under ARTICLE 11. Following such termination, (i) to the extent MassTech has not fulfilled one or more of the MassTech material Transition Commitments, and (ii) the delay in Commencement beyond the Commencement Outside Date is not the result of the Network Operator's failure to execute the Transition Plan with diligence and in Good Faith, and in a cooperative manner, or otherwise of its breach of the Agreement, Network Operator may request and shall be refunded the Guaranteed Upfront Payment, and may pursue its legal remedies under Section 12.5, provided that its recovery of damages in any such action shall be capped at and shall not exceed the aggregate Commencement Target Date credits as determined under Section 5.3.2, and shall otherwise be subject to Section 9.5.

#### **5.4 Interim Operation and Services During Transition.**

5.4.1 In the event of, prior to completion of the Transition Plan and Commencement, a potential imminent discontinuance of operations and management services and/or of the provision of services to customers by the then current operator of the MassTech Network, MassTech may request, in its discretion, that a third party or the Network Operator step-in on an interim basis to manage and operate the MassTech Network pending Commencement, which as to Network Operator, shall be treated as a MassTech Change under Section 4.26.

### **ARTICLE 6. REPRESENTATIONS, WARRANTIES AND COVENANTS**



**6.1 Network Operator.** Network Operator represents, warrants, and covenants that, as of the Effective Date and continuing throughout the Term of this Agreement:

- 6.1.1 It is a [\_\_\_\_\_], validly existing and is in good standing under the Laws of the Commonwealth of Massachusetts and has paid all applicable federal, state, and local taxes and assessments, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement.
- 6.1.2 It has all requisite corporate power and authority to enter into, and fully perform in accordance with the terms of the Agreement; and the execution, delivery and performance of the Agreement contemplated hereby have been duly and properly authorized by all requisite corporate action.
- 6.1.3 This Agreement constitutes a legal, valid, and binding obligation of such Party, and its Affiliates, enforceable against it in accordance with its terms.
- 6.1.4 The execution, delivery and performance of this Agreement will not constitute (i) a violation of its articles of incorporation or bylaws or any judgment, order, or decree; (ii) a material default under any material contract by which it or any of its material assets are bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a default as described in (ii).
- 6.1.5 At all times since July 1, 2017, (i) Network Operator and its Affiliates, have been solvent and have conducted their business in the ordinary course, (ii) neither Network Operator or its Affiliates has filed nor had filed against it a petition in bankruptcy or for an arrangement or reorganization under the U.S. bankruptcy code or any similar law of any jurisdiction, and (iii) neither Network Operator, nor any of their respective officers, directors or Affiliates has been subject to any criminal proceeding or investigation, nor has any such proceeding or investigation been threatened against Network Operator, its parent company or any of its officers, directors or Affiliates.
- 6.1.6 It has, and during the Term will have, and each of the employees and subcontractors that it will use to provide and perform the Services has, and during the Term will have, the necessary knowledge, skills, experience, qualifications, rights, and resources to provide and perform the Services in accordance with the Agreement.
- 6.1.7 It has successfully provided and performed the Services or services that are substantially equivalent to the Services in other settings and circumstances, and has maintained compliance since July 1, 2017, with all laws, orders including court orders, and regulatory requirements applicable to the performance of such Services or services.
- 6.1.8 Consistent with the obligations of the Network Operator set forth in ARTICLE 4

of this Agreement, the Services will be performed in a diligent manner in accordance with or exceeding generally accepted Industry Standards applicable to the performance of such services.

- 6.1.9 It is experienced and knowledgeable about federal and Commonwealth communications laws and regulatory requirements applicable to the operation of the MassTech Network and the Services to be provided by the MassTech Network, and has and will utilize throughout the Term employees and subcontractors experienced in complying with such regulatory requirements.
- 6.1.10 It will perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, trade secret, copyright, or other proprietary right of any third party.
- 6.1.11 There is no claim, litigation or proceeding pending or (to the best of its knowledge) threatened against Network Operator or its Affiliates that Network Operator has not disclosed to MassTech or its designee prior to the Effective Date, including but not limited to any claim, litigation or proceeding with respect to the Services to be provided under this Agreement alleging infringement, misappropriation or violation of any patent, trade secret, copyright or other proprietary right of any third party.
- 6.1.12 At its cost and expense, it has obtained (or will obtain when necessary to perform the services hereunder) and will maintain all necessary licenses, permits, franchises and regulatory approvals applicable to its business and the performance of the Services hereunder and the operation of the MassTech Network.
- 6.1.13 It is and will be in compliance with all laws, orders including court orders, and regulatory requirements applicable to the performance of its obligations under this Agreement.
- 6.1.14 It shall timely and diligently cooperate to effect the goals, objectives, and purposes of this Agreement and to facilitate the performance of the respective duties and obligations of the Parties under this Agreement in a Commercially Reasonable manner.
- 6.1.15 It acknowledges and accepts that as the Network Operator of the MassTech Network, it has a responsibility to ensure that the interests of MassTech as owner of the MassTech Network are protected in all transactions involving third parties that relate to the MassTech Network and agrees that it shall engage in no transaction relating to the MassTech Network that would constitute self-dealing, any such self-dealing shall constitute a material default of this Agreement. Nor shall Network Operator assist or allow any Affiliates to obtain any undue financial advantage from the Network Operator's unique role as the MassTech Network Operator. Prior to employing or utilizing any Affiliates to perform any work under this Agreement, the Network Operator shall provide advance written notice to

MassTech.

- 6.1.16 Network Operator has heretofore made available to MassTech its consolidated balance sheet and statements of income, stockholders equity and cash flows with respect to Network Operator and all Affiliates, as of and for the fiscal year ended December 31, 2021, audited by and accompanied by the opinion of [\_\_\_\_], independent public accountants, and its unaudited consolidated balance sheet and related statements of income, stockholder's equity and cash flows as of t September 30, 2022. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of Network Operator and its consolidated Affiliates, as of such date and for such period in accordance with GAAP, in the case of the unaudited statements subject to normal year-end audit adjustments and the absence of footnotes. Such balance sheets and the notes thereto disclose all material liabilities, direct or contingent, of Network Operator and its Affiliates as of the date thereof
- 6.1.17 It shall comply with the requirements for contractors and subcontractors set forth in ARTICLE 5 of the Master Services Agreement between MassTech and EOPSS and EOTSS.
- 6.1.18 The Network Operator shall secure all insurance required under this Agreement pursuant to ARTICLE 10, which shall be timely procured, and has not done or omitted to do or suffered anything to be done or not to be done which has rendered or would in the ordinary course of business render any such insurance void or voidable.
- 6.1.19 As of the Commencement Date, the Network Operator will operate the MassTech Network, and ensure that throughout the Term the MassTech Network complies with all Network Policies, Applicable Laws, regulations, and orders, including administrative and court orders, and all regulatory requirements applicable to the performance of its obligations under this Agreement and the operation of the MassTech Network.
- 6.1.20 The Network Operator covenants not to take or fail to take any action that would result in the designation of the MassTech Network or MassTech as a Common Carrier or in the application of Common Carrier Regulations to the MassTech Network or MassTech. The Network Operator acknowledges and agrees that the performance by Network Operator of the Services and obligations under this Agreement does not require the MassTech Network or MassTech to be regulated as a Common Carrier and such obligations are not intended to constitute Common Carriage under Applicable Laws.
- 6.1.21 Network Operator, including any Affiliate or permitted assigns, (i) is not, nor is it acting as an agent, representative, intermediary or nominee for, a person identified on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control, U.S. Department of Treasury; and (ii) has

complied with all applicable United States laws, regulations, directives, and executive orders imposing economic sanctions, export controls or anti-money laundering requirements

6.1.22 Network Operator agrees that it will notify MassTech immediately in writing of the occurrence of any event which renders the foregoing warranties and representations incorrect.

**6.2 MassTech.** MassTech represents, warrants and covenants that, as of the Effective Date and continuing throughout the Term of this Agreement:

6.2.1 It is an independent public instrumentality of the Commonwealth of Massachusetts, established, organized and existing pursuant to Chapter 40J of the Massachusetts General Laws.

6.2.2 It has all requisite governmental power and authority to enter into, and fully perform in accordance with the terms of the Agreement; and the execution, delivery and performance of the Agreement contemplated hereby have been duly and properly authorized by all requisite governmental action of MassTech.

6.2.3 This Agreement constitutes a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms.

6.2.4 It will perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, trade secret, copyright or other proprietary right of any third party.

6.2.5 It shall make available to Network Operator copies of all Infrastructure Access Agreements in its possession upon request of Network Operator. Furthermore, MassTech shall work cooperatively with the Network Operator to obtain any licenses or additional permits, if any, required for continued operation of the Network during the Term.

6.2.6 It is and will be in compliance with all laws, orders including court orders, and regulatory requirements applicable to the performance of its obligations under this Agreement.

6.2.7 It shall timely and diligently cooperate to effect the goals, objectives and purposes of this Agreement and to facilitate the performance of the respective duties and obligations of the Parties under this Agreement in a Commercially Reasonable manner.

6.2.8 EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, MASSTECH MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF MASSTECH NETWORK FACILITIES

ASSETS OR MATERIALS ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

- 6.2.9 MassTech agrees that it will notify Network Operator immediately in writing of the occurrence of any event which renders the foregoing warranties and representations incorrect.

## **ARTICLE 7. REVIEW PROCESS**

- 7.1 Review Process.** Each Party shall designate two representatives, representing technology and business management that shall meet at least once a year for the following purposes: (i) to evaluate the objectives, substance and performance of the Network Operator Network Obligations; (ii) to review and discuss the Annual Plan; and (iii) to evaluate at least annually and recommend modifications to, and evolution of, the Services (including SLAs, KPIs and Network Policies) and determine whether existing Pricing Guidelines should be amended to reflect modifications of the Services or market conditions.
- 7.2 Changes to Agreement Resulting from Periodic Service Requirement Reviews.** Within thirty (30) Days after the annual meeting: (i) the Parties shall make a threshold determination as to whether the changes proposed may be implemented without an amendment to the Agreement; and (ii) if the changes are determined to result in a material change to the terms and conditions of this Agreement, then the Parties may negotiate to amend the Agreement (including the Schedules and Exhibits thereto). If a mutual determination is made that such changes can be implemented without the requirement of an amendment to this Agreement, their implementation nonetheless shall require the express written approval of both Parties.

## **ARTICLE 8. CONFIDENTIALITY**

- 8.1 Confidential Information.** “Confidential Information” means all non-public or proprietary information treated as confidential by a Party (“Disclosing Party”) that is disclosed to the other Party (“Recipient Party”), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media that is conspicuously marked, designated, or otherwise identified as “confidential,” including without limitation: business plans, strategies, forecasts, projects, and analyses; business processes, methods, and models; employee information; technical specifications; personal customer data; and Customer Proprietary Network Information, as defined in 47 C.F.R. § 64.2003.
- 8.1.1** Confidential Information shall not include information or material that at the time of disclosure (i) is publicly available or becomes publicly available other than as a result of any breach of this ARTICLE 8 by the Recipient Party; (ii) was known by, or in the possession of, the Recipient Party prior to being disclosed by or on behalf of the Disclosing Party; (iii) is, or thereafter becomes, available to the Recipient Party from a third party on a non-confidential basis, provided that such third party was not prohibited from disclosing such information; or (iv) was or is independently developed by the Recipient Party without the use of the

Confidential Information.

8.1.2 All Confidential Information of a Party shall remain the exclusive property of such Party, and no right, title or interest in or to any of the Confidential Information or any material developed therefrom is transferred to the Recipient Party by its delivery to the Recipient Party; notwithstanding the foregoing, any records, reports, or data required to be produced to MassTech under the terms of this Agreement, including, but not limited to, performance data collected, stored, or transmitted by Network Operator, whether in summary reports or detailed output data, reports describing the status or capacity of the MassTech Network, all financial information related to the MassTech Network, Network Operator revenue and expense information provided in a summary format, anonymized sales report data, and all Network Policies, shall become the property of MassTech. MassTech shall have the exclusive right, in its sole discretion, to determine whether the information required to be produced to MassTech under the terms of this Agreement is to be treated as Confidential Information or as non-confidential information.

**8.2 Recipient Party Obligations.** Except as required by federal, state, or local law or regulation, the Recipient Party shall:

8.2.1 Protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a Commercially Reasonable degree of care.

8.2.2 Use or cause the Confidential Information to be used only in connection with carrying out its responsibilities and obligations under this Agreement, and at no time shall the Recipient Party otherwise use the Confidential Information for the benefit of itself or any other third party or in any manner to the detriment of the Disclosing Party. MassTech may, in its sole discretion, use any Confidential Information provided to it by the Network Operator for purposes of conducting procurements, to the extent required by Applicable Law, or for the purpose of reporting to the MassTech or MBI Board or to any Commonwealth or federal agency. For avoidance of doubt, this limitation shall not apply to records produced pursuant to the terms of this Agreement as set forth in section 8.3.

8.2.3 Ensure that all Affiliates, directors, officers, employees, agents, and representatives of the Recipient Party comply with the Recipient Party's obligations under this Agreement with respect to Confidential Information. Any inconsistent use or disclosure of Confidential Information by the Recipient Party's Affiliates, directors, officers, employees, agents, and representatives shall be deemed to be a material breach of this Agreement by the Recipient Party.

**8.3 Required Disclosures.** The Recipient Party may disclose the Disclosing Party's Confidential Information as may be required by applicable federal, state, or local law,

regulation, or a valid order issued by a court or government agency of competent jurisdiction, provided that the Recipient Party shall first provide the Disclosing Party with (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitation on disclosure.

8.3.1 **Public Records.** In addition to, and not in limitation of the foregoing, Network Operator acknowledges and agrees that MassTech is subject to the provisions of the Massachusetts Public Records Act, M.G.L. Chapter 66 (the "Public Records Act"), which may require MassTech to make certain information, including Confidential Information, available to the public upon request. Designation of records as Confidential Information under this Agreement does not abrogate MassTech's obligation to make all records in its custody available in response to a public record request unless independently protected from public disclosure under an exemption to the Public Records Law. All Public Record Requests will be processed pursuant to the MassTech Policies and Procedures for Submission of Confidential Information attached hereto as Exhibit L. If the Network Operator does not follow the MassTech Policies and Procedures for Submission of Confidential Information, the documents shall not be treated as Confidential Information.

## **ARTICLE 9. INDEMNIFICATION**

9.1 **Network Operator Indemnification Against Physical Damages.** To the fullest extent permitted by law, the Network Operator hereby acknowledges and agrees that it shall indemnify, hold harmless and defend MassTech, MassDOT and MassDOT's bond trustees and any of their officers, directors, employees, agents, affiliates, subsidiaries and partners (all of whom are Indemnified Parties) from and against all claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from the performance of the Network Operators work under this Agreement, including the work performed by subcontractors hired on behalf of Network Operator, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting there from, and (2) is caused in whole or in part by any acts or omissions of the Network Operator, Subcontractor, its employees, agents or sub-contractors or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

9.2 **Network Operator Indemnification Against Contractual or Legal Damages.** To the maximum extent permitted by law, the Network Operator shall indemnify, defend and hold harmless the MassTech, MassDOT and MassDOT's bond trustees and any of their officers, directors, employees, agents, affiliates, subsidiaries and partners (all of whom are Indemnified Parties), from and against all claims, losses, damages, liabilities, costs, or expenses, including attorney's fees, arising out of: (a) claims by third parties for breach by

the Network Operator of, or default by the Network Operator under, any contract between Network Operator and such third party, (b) any loss, cost, damage or expense resulting from Network Operator's non-compliance with any Applicable Laws, orders, or regulatory rules of any governmental authority, (c) any loss, cost, damage or expense resulting from Network Operator's act or omission that causes, in whole or in part, MassTech to breach any Infrastructure Access Agreements or other contract between MassTech and a pole owner, conduit owner, Wholesale Customer, MassDOT, or any Customer or other Person relating to the MassTech Network, or (e) any loss, cost, damage or expense resulting from Network Operator's infringement or misappropriation of, any patent, trade secret, copyright or other proprietary right of any third party. The foregoing indemnity shall not be deemed to apply to any of the foregoing claims, liabilities, costs, or expenses to the extent attributable to the Indemnified Party's own gross negligence acts or omissions or willful misconduct, or those of anyone acting by, through or under the Indemnified Party.

9.2.1 Network Operator agrees on its behalf and on behalf of its insurers to waive all rights of subrogation against MassTech, MassDOT and MassDOT's bond trustees.

**9.3 MassTech Indemnification.** To the maximum extent permitted by law, MassTech shall indemnify, defend and hold harmless Network Operator, its Affiliates, officers, directors, employees, agents, successor and assigns, as Indemnified Parties, from and against all claims, liabilities, costs or expenses arising out of (a) claims by third parties for breach by MassTech of, or default by MassTech under, any contract between MassTech and such third party and (b) any loss, cost, damage or expense resulting from MassTech's non-compliance with any Applicable Laws, orders, or rules of any governmental authority. The foregoing indemnity shall not be deemed to apply to any of the foregoing claims, liabilities, costs, or expenses to the extent attributable to the Indemnified Party's own negligent acts or omissions or willful misconduct, or those of anyone acting by, through or under the Indemnified Party. Nor shall such indemnification extend to MassTech's failure to comply with any Applicable Laws or regulatory compliance requirements to the extent that Network Operator is obligated to undertake responsibility for such compliance as MassTech's agent under this Agreement.

#### **9.4 Notice of Claims; Indemnification Procedures.**

9.4.1 The Indemnified Party shall provide written notice immediately to the Indemnifying Party, of any loss, event, happening or occurrence which would be the basis of an Indemnified Claim. Failure to provide immediate notice shall not limit the indemnification unless such delay materially impacts the ability of the Indemnifying Party to defend against the Claim.

9.4.2 So long as the Indemnifying Party is not in default in the performance of its obligations under the Agreement, as between the Indemnified Party and the Indemnifying Party, the Indemnifying Party shall retain primary responsibility for the conduct of an Indemnified Claim Proceeding and the defense (and any appropriate appeal) thereof.



- 9.4.3 Legal counsel retained with respect to any Indemnified Claim Proceeding shall be selected by the Indemnifying Party but shall be subject to the reasonable prior approval of the Indemnified Party.
- 9.4.4 As between the Indemnified Party and the Indemnifying Party, all costs incurred with respect to any Indemnified Claim Proceeding (including, but not limited to, reasonable costs and attorneys' and experts' fees) shall be borne by the Indemnifying Party, and the Indemnifying Party's indemnification obligations set forth in this ARTICLE 9 shall extend to all such costs.
- 9.4.5 In the event that an Indemnifying Party defends an Indemnified Party pursuant to the terms hereof, and the final adjudication determines that the Indemnified Party bears some portion of liability under the Indemnified Claim which is not subject to the Indemnifying Party's indemnification obligations hereunder, the costs of such defense will be apportioned between the Indemnifying Party and the Indemnified Party based upon such parties' ultimate apportioned liability after giving effect to the indemnification provisions hereof. Each Indemnified Party agrees to cooperate and to cause its employees and agents to cooperate with the Indemnifying Party in the defense of any such Indemnified Claim and the relevant records of the Indemnified Party shall be available to the Indemnifying Party with respect to any such defense, subject to the confidentiality restrictions and limitations set forth in ARTICLE 8.
- 9.4.6 Any settlement of an Indemnified Claim shall be subject to the written approval of both the Parties. Indemnification payment shall be made within thirty (30) Days of such approval.

**9.5 LIMITATION OF LIABILITY.** EXCEPT AS SET OUT IN ARTICLE 12 AS REMEDIES, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED

**ARTICLE 10. INSURANCE AND RISK OF LOSS**

**10.1 Network Operator Casualty Insurance.** During the Term of the Agreement, Network Operator shall maintain and keep in force, at its own expense, the following minimum insurance coverages, and such other coverages as the Parties may determine are Commercially Reasonable:

- 10.1.1 Workers' Compensation Insurance in compliance with statutory limits and coverages in accordance with services being performed (both the Network Operator's employees and any leased employees) or the project is located. Coverage shall extend to the states in which the employee is hired and resides and shall include all State and federal requirements. The policy shall contain a waiver of subrogation in favor of MassTech, MassDOT and MassDOT's bond trustees. Such Worker's Compensation Insurance policy(ies) shall include coverage for statutory workers' compensation benefits, voluntary compensation coverage and all appropriate state specific endorsements. Such policy(ies) shall also provide Employers Liability Insurance with not less than the following limits:
- 10.1.1.1 Bodily Injury with Accident - \$1,000,000 (one million) per accident;
  - 10.1.1.2 Bodily Injury with Disease - \$1,000,000 (one million) policy limit; and
  - 10.1.1.3 Bodily Injury with Disease - \$1,000,000 (one million) each employee.
- 10.1.2 Comprehensive Automobile Liability Insurance, including coverage for bodily injury, property damage and other liability arising out of the use of owned, non-owned, leased or hired automobiles to be used in the performance of Network Operator's obligations hereunder. As used herein, the term "automobile" means any vehicle (including land motor vehicles, trailers and semi-trailers designed for travel on public roads, whether licensed or not and including any machinery or apparatus attached thereto). Such Comprehensive Automobile Liability Insurance shall have a limit of \$1,000,000 (one million) per occurrence (Bodily Injury and Property Damage Liability) or the amount required by applicable law, whichever is greater.
- 10.1.3 Commercial General Liability Insurance in accordance with Network Operator's services performed and shall include, but not be limited to, blanket contractual liability specifically covering any insurable indemnity obligations under this Agreement, products/completed operations coverage, privacy breach coverage (which may be covered in a separate policy), coverage for XCU hazards, personal and advertising injury coverage, medical payments, premises / operations coverage, independent contractor coverage, broad form property damage coverage, all written on an occurrence form, with not less than the following limits:
- 10.1.3.1 \$1,000,000 (one million) per occurrence;
  - 10.1.3.2 \$1,000,000 (one million) personal injury and advertising injury; and
  - 10.1.3.3 \$2,000,000 (two million) annual aggregate.
  - 10.1.3.4 There will be no endorsement removing the subcontractor exception from the "your work" exclusion.

- 10.1.4 Completed Operations coverage shall be maintained for a minimum of 6 (or statute of repose) years post completion of the job with limits indicated below. There will be no restrictions or limitations to the additional insured status for completed operations through the extended reporting period.
- 10.1.5 Umbrella Liability Insurance including policy limits of not less than \$10,000,000.00 (ten million) per occurrence and aggregate in excess of the limits afforded by the Automobile Liability, Commercial General Liability, and Employers' Liability policies. Coverage shall be excess to and not more restrictive than all underlying Liability policies. Network Operator's Umbrella Liability Insurance carrier(s) may not seek contribution from primary liability policies other than Network Operator's own.
- 10.1.6 Cybersecurity Insurance. Network Operator will maintain in force during the term of this Agreement Professional/technology E&O and cyber risk coverage insurance with third party liability including: Network security liability, privacy liability, media liability, regulatory defense & costs and First party expenses including: Breach event expenses including privacy attorney/breach coach, IT forensics, notification, credit monitoring/ID theft, call center costs, PR/crisis management team, Network extortion, ransom payments, Funds Transfer Fraud, third-party claims, Business Interruption, and Data Asset Loss with a combined single limit of not less than ten million dollars (\$10,000,000.00) in the aggregate.
- 10.1.6.1 MassTech, MassDOT and MassDOT's bond trustees and mortgagees shall be named an additional insured on a primary and non-contributory basis on Network Operators Tech E&O and cyber risk liability portion of the policy.
- 10.1.6.2 Network Operator's Tech E&O and cyber risk insurance shall include carve back to the insured vs. insured exclusion.
- 10.1.6.3 Such coverage shall include but not be limited to, third party liability coverage for loss or disclosure of data, including electronic data, network security failure, unauthorized.
- 10.1.7 Professional Liability Insurance. Network Operator shall obtain and maintain throughout the Term of the Agreement professional liability insurance with a five million dollar (\$5,000,000.00) limit, per claim and in the aggregate.

## **10.2 Property Insurance.**

- 10.2.1 MassTech shall obtain, at MassTech's expense, property insurance on the physical assets of the Network.
- 10.2.2 In the event of a casualty loss to any part of the physical assets of the Network, to the extent the damaged assets are not replaced within a reasonable time or are

replaced with assets of materially lower quality or lesser quantity, the Parties will attempt in Good Faith to negotiate an appropriate adjustment in the Network Operator's compensation and/or payment obligations to MassTech.

### **10.3 Other Insurance Provisions.**

- 10.3.1 The policies listed in Section 10.1 above, other than Worker's Compensation Insurance, must be endorsed to name MassTech, MassDOT and MassDOT's bond trustees, mortgagees, and any applicable additional parties together with their subsidiaries, affiliates, employees, agents, members, and directors ATIMA as additional insureds on a primary and non-contributory basis.
- 10.3.2 To the extent applicable, claims-made coverage is acceptable for the policies listed in Section 10.1 above, provided that the retroactive date, if any, precedes the Effective Date. Network Operator must purchase an extended reporting period if the retroactive date is advanced or if the policy is canceled or not renewed and not replaced by another claims-made policy with the same (or an earlier) retroactive date either during the Term or within 3 (three) years after the expiration or termination of this Agreement.
- 10.3.3 Network Operator waives all rights to recover against MassTech, MassDOT and MassDOT's bond trustees and mortgagees for any loss or damage to its tangible personal property (whether owned or leased) from any cause covered by insurance maintained by Network Operator, including any deductibles or self-insured retentions. Network Operator will cause its insurers to issue appropriate waivers of subrogation rights endorsements to all property insurance policies maintained by Network Operator. All required policies must be endorsed to waive the insurer's rights of subrogation against MassTech, MassDOT and MassDOT's bond trustees and mortgagees and provide a severability of interests and cross-liability clause.
- 10.3.4 All of the above listed insurance coverages shall be provided on policies and on an ACORD certificate of insurance that shows the following provisions:
  - 10.3.4.1 The insurance companies are financially rated A-VIII or better by A.M. Best and licensed to do business in the state of operations performed.
  - 10.3.4.2 Provides 60-Day Notice of Cancellation or reduction in coverage.
  - 10.3.4.3 Waiver of Subrogation shall apply to all policies (including workers compensation) in favor of MassTech, MassDOT and MassDOT's and any applicable additional parties together with their subsidiaries, affiliates, employees, agents, members and directors ATIMA.
  - 10.3.4.4 All Liability policies (Commercial General Liability, Auto Liability, Cyber, Professional and Umbrella Liability policies) shall be primary

and non-contributory for Named and Additional Insureds. The General Liability additional insured endorsement shall include Premises Operations and Completed Operations. The additional insured endorsement for completed operations shall include a time period of the statute of repose in the state of the project's location, but no less than 6 years post completion of work. The additional insured endorsement will include completed operations coverage with no limitations or restrictions. (Copy of the additional insured endorsement shall be attached to the Certificate of Insurance).

- 10.3.4.5 Network Operator shall require all contractors, subcontractors, and sub to subcontractors, to include all the same terms, conditions and limits as outlined in this insurance specification.
  - 10.3.4.6 Network Operator is an independent contractor, and nothing in this agreement creates a partnership, joint venture, employer/employee, principal and agent, or any similar relationship between the parties.
  - 10.3.4.7 There shall be no exclusions for injuries to employees or independent contractors and may not have any third party action over exclusions or any other contractual liability limitations.
  - 10.3.4.8 All insurance policies of the Network Operator shall be: (i) written by insurance companies that have a Best's Rating of not less than A- and a financial size category of VII or higher; or (ii) procured by Network Operator through the Public Utilities Risk Management Association, including insurance provided by the Public Utility Mutual Insurance Company, A Risk Retention Group.
- 10.3.5 Network Operator shall provide MassTech with a copy of any notice it receives of cancellation, material change or non-renewal of the coverage within 10 calendar Days after receipt of such a notice. No such cancellation or material modification shall affect Network Operator's obligation to maintain the insurance coverages required by the Agreement. All liability insurance policies shall be written on an "occurrence" policy form. Network Operator shall be responsible for payment of any and all deductibles from insured claims under its policies of insurance. Network Operator shall not perform under the Agreement without the insurance required herein and shall not permit its subcontractors to perform any services under this Agreement without documenting Commercially Reasonable types and amounts of liability insurance coverage. If Network Operator or its subcontractors fail to comply with any of the insurance requirements herein, upon written notice to Network Operator by MassTech and a ten (10) Day cure period, MassTech may, without any obligation to do so, and in addition to any other remedies MassTech may have, procure such insurance and Network Operator shall pay MassTech the cost thereof plus a reasonable administrative fee as designated by MassTech. The maintenance of the insurance coverages required under the Agreement shall in no

way operate to limit the liability of Network Operator to MassTech under the provisions of the Agreement.

- 10.3.6 The Parties do not intend to shift all risk of loss to insurance. The naming of MassTech as additional insured is not intended to be a limitation of Network Operator's liability and shall in no event be deemed to, or serve to, limit Network Operator's liability to MassTech to available insurance coverage or to the policy limits specified in ARTICLE 10. nor to limit MassTech's rights to exercise any and all remedies available to MassTech under contract, at law or in equity. Failure of the Network Operator to comply with the foregoing insurance requirements shall in no way waive its obligations or liabilities under this Agreement or the rights of MassTech hereunder against Network Operator.
- 10.3.7 Irrespective of the requirements for insurance to be secured and maintained hereunder, the insolvency, bankruptcy or failure of any insurance company carrying insurance required hereunder or the failure of any insurance company to pay claims accruing, shall not affect, negate, or waive any of the provisions of this Agreement including, without exception, the indemnity obligations of the Network Operator.
- 10.3.8 The insurance required hereunder shall be in addition to any insurance required to be carried in order for MassTech to be in compliance with any Infrastructure Access Agreements.

## **ARTICLE 11. DISPUTE RESOLUTION**

### **11.1 Dispute Resolution Procedures**

- 11.1.1 Prior to the initiation of any litigation or default termination actions, the Parties shall in Good Faith attempt to settle any dispute arising out of or relating to this Agreement through the use of these ARTICLE 11 dispute resolution procedures, regardless of whether or not mention of this ARTICLE is made in any other Section. Good faith participation in these procedures shall be a condition precedent to any litigation.
- 11.1.1.1 Any Party may submit a dispute to an officer of the other Party for resolution by delivering to the other Party and to the persons named in 12.10.2 a Dispute Resolution Notice. Upon receipt of a Dispute Resolution Notice, all subsequent discussions and negotiations between the Parties as part of the dispute resolution process under this ARTICLE 11 shall be treated as confidential negotiation efforts to reach a compromise or settlement negotiations for purposes of the Federal Rules of Evidence and Massachusetts' rules of evidence.
- 11.1.1.2 The officers with authority to resolve the dispute shall meet in person (unless otherwise mutually agreed) as often as necessary to gather and

furnish to each Party all information with respect to the matter in issue which is appropriate and germane in connection with its resolution.

- 11.1.1.3 The officers shall discuss the problem and negotiate in Good Faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto.
  - 11.1.1.4 During the course of such negotiation, all reasonable requests made by one Party to the other for non-privileged information reasonably related to the Agreement, will be honored in order that each Party may be fully advised of the other Party's position.
  - 11.1.1.5 The specific format for such discussions will be left to the discretion of the officers but may include the preparation of agreed upon statements of fact or written statements of position furnished by each Party to the other Party.
- 11.1.2 Except in the case of an emergency, exhaustion of the foregoing procedures shall be a condition precedent to further Dispute Resolution proceedings. If the dispute is not resolved by the Parties' officers within ninety (90) Days after the receipt of the Dispute Resolution Notice, the Parties shall commence non-binding mediation, with each Party bearing its own costs of mediation. If one of the Parties refuses to participate in mediation, that Party agrees that the Dispute will be resolved in favor of the other party.
- 11.1.3 If mediation proves to be unsuccessful in resolving the dispute, either Party may pursue any other available legal remedies, including those provided under this Agreement, or in equity or law.
- 11.1.4 Notwithstanding any other provision of this Section, either Party may resort to court action for injunctive relief at any time if the dispute resolution processes set forth in this Section would permit or cause irreparable injury to such Party or any third party claiming against such Party, due to delay arising out of the dispute resolution process.
- 11.2 Continued Performance.** The Parties agree to continue performing their respective obligations under the Agreement while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement, or unless otherwise directed by MassTech.

## **ARTICLE 12. TERMINATION AND OTHER REMEDIES**

- 12.1 Termination By MassTech.** MassTech may terminate this Agreement for the following reasons:

- 12.1.1 A material breach of this Agreement by Network Operator that remains uncured

for a period of thirty (30) Days after receipt of written notice thereof, or in the case of breaches that are not amenable to cure within thirty (30) Days, such longer period as is reasonably required, provided Network Operator diligently commences a cure satisfactory to MassTech within such thirty (30) Day period and diligently pursues such cure to completion.

- 12.1.2 A material breach of the insurance provisions of ARTICLE 10 by Network Operator that remains uncured for a period of ten (10) Days after receipt of written notice thereof.
- 12.1.3 There exists a series of non-material or persistent breaches by Network Operator that, in the aggregate, have a material and significant adverse impact on the services to or the support and operational management of the MassTech Network or any MassTech Network Extension.
- 12.1.4 Network Operator becomes insolvent or is unable to pay its debts or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or any similar laws of the United States or any state of the United States or any country in which the Network Operator has significant operations, or transfers all or substantially all of its assets to another person or entity.
- 12.1.5 MassTech elects to terminate the Agreement for convenience upon no less than one hundred twenty (120) Days' written notice.
  - 12.1.5.1 MassTech may, in its sole discretion, terminate all or any portion of this Agreement or the work required under it, at any time for its convenience and/or for any reason, by giving written notice to the Network Operator at least one hundred twenty (120) calendar Days prior to the effective date of termination or such other period as is mutually agreed upon in advance by the Parties.
    - 12.1.5.1.1 After receipt of a notice of termination, and except as otherwise directed by MassTech, the Network Operator shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
      - 12.1.5.1.1.1 Stop work as specified in the notice.
      - 12.1.5.1.1.2 Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to



complete the continued portion of the contract.

12.1.5.1.1.3 At MassTech's discretion, terminate or assign all subcontracts to the extent they relate to the work terminated.

12.1.5.1.1.4 Assign to MassTech, as directed by MassTech, all right, title, and interest of the Network Operator under the subcontracts terminated, in which case MassTech shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

12.1.5.1.1.5 With approval or ratification to the extent required by MassTech, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

12.1.5.1.1.6 As directed by MassTech, transfer title and deliver to MassTech (i) the work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to MassTech.

12.1.5.1.1.7 As directed by MassTech, complete performance of the work not terminated.

12.1.5.1.1.8 Take any action that may be necessary, or that MassTech may direct, for the protection and preservation of the property related to this contract that is in the possession of the Network

Operator and in which MassTech has or may acquire an interest.

12.1.5.1.1.9

In the event MassTech terminates this Agreement for convenience, a financial true-up shall occur under which the Parties shall compensate each other for all amounts owing for work completed up to the date of termination.

- (i) In addition, if the Network Operator is not in default or in breach of any material term or condition of this Agreement, MassTech shall pay the Network Operator an amount calculated as follows (without double-counting): Reasonable and documented costs relating to the termination of Commercial Agreements in effect as of the date of termination of this Agreement; plus
- (ii) Subcontractor breakage costs, plus
- (iii) the Fair Market Value (“FMV”) of Network Operator’s terminated interest for the period between the date of early termination and the last date of the current Term of this Agreement, with respect to the MassTech Network only, as determined by a qualified independent appraiser jointly selected by the Parties. If the Parties cannot agree on an independent appraiser within thirty (30) days, each Party shall select an independent appraiser, and the two independent appraisers shall select a third independent appraiser to perform the required appraisal.

- 12.1.5.1.10 For the purposes of this ARTICLE 12, the FMV of Network Operator's terminated interest shall be the amount that a willing and able purchaser would offer, and a willing and able seller would accept, for that interest in an arm's length transaction. The appraiser shall focus on determining the level of net cash flows that Network Operator would have earned in the absence of the early termination during each of the remaining years of the current Term, taking into account (i) the terms of this Agreement, (ii) the condition of the MassTech Network, (iii) the Network Operator's record regarding compliance with the Network Operator's Obligations, but only for the purpose of evaluating and taking into account the effect of such record on the condition and viability of the MassTech Network, (iv) the projected revenues and costs of the MassTech Network for the remainder of the Term had the NOA not be terminated, as determined by the Appraiser, (v) Network Operator's past and current level of net cash flows under this Agreement, and (vi) such other factors as the Appraiser considers relevant.
- 12.1.5.1.11 The appraiser shall provide the Parties a draft written appraisal report no later than ninety (90) Days following the Date of MassTech's notice to Network Operator of the Termination for Convenience. The Parties will then have fourteen (14) days to provide the appraiser written comments on the draft appraisal report. After receiving the Parties' comments, the appraiser shall have fourteen (14) days to provide the Parties a final appraisal report. The Parties may agree to alternative timelines, as needed.
- 12.5.1.1.13 The Parties may at any time agree to the appraised FMV or any other FMV. The

final appraised FMV or agreed FMV of Network Operator's terminated interest shall be binding on the Parties. Except as provided in Section 12.5.1.1.10(i) and (ii), MassTech shall not be liable for termination fees under any other agreements between the Parties. Termination for convenience shall not relieve the Network Operator of any obligations and duties that would ordinarily survive completion, including but not limited to warranty obligations and duties to indemnify and insure risk.

12.1.6 **Termination for Force Majeure.** Termination for Force Majeure shall be governed by the provisions of Section 13.12.

**12.2 Termination By Network Operator.** Network Operator may terminate this Agreement upon two hundred seventy (270) Days' prior written notice to MassTech for the following reasons:

12.2.1 A material breach of this Agreement by MassTech that remains uncured for a period of thirty (30) Days after receipt of written notice thereof, or in the case of breaches that are not amenable to cure within thirty (30) Days such longer period as is reasonably required, provided MassTech commences the cure within such thirty (30) Day period and diligently pursues such cure to completion; or

12.2.2 MassTech becomes insolvent or has insufficient funds available to meet its monetary obligations under this Agreement or transfers all or substantially all of its assets to another Person; provided, however, that this section shall not apply if MassTech transfers the MassTech Network to another government entity.

**12.3 Additional Rights and Obligations Upon Termination.** At the expiration or earlier termination of the Agreement for any reason, however described, the Parties agree as follows:

12.3.1 In addition to the rights and obligations described elsewhere in this ARTICLE 12, immediately upon the termination, Network Operator shall turn over any database or other repository of MassTech records, documents and/or agreements to MassTech and deliver all copies of MassTech's written materials and all other property of MassTech in its direct or indirect possession or control to MassTech, at its main office. In addition, upon the termination of the Agreement and after transfer to MassTech, Network Operator shall delete all written materials and Confidential Information, still held by Network Operator as data stored on computers or other electronic media; provided that Network Operator shall not delete any Customer information required by law to be maintained, and shall

maintain all records required to be maintained pursuant to Sections 4.3.5 and 4.22.3 for at least seven (7) years after the end of the Term. Network Operator shall certify to MassTech that it either has deleted all Confidential Information required to be deleted or, despite diligent efforts, has been unable to do so and will maintain such Information in confidence. To the maximum extent required by law, Network Operator shall indemnify, defend, and hold harmless MassTech from and against any and all claims, loss, cost, damage, or expense, including but not limited to reasonable attorneys' fees and expenses, resulting from a failure to comply with the provisions of this Section.

- 12.3.2 Upon MassTech's request, Network Operator will transfer or assign to MassTech or its designee, any third-party agreements including, without limitation, third party agreements for maintenance, disaster recovery services, insurance policies, warranties, software licenses, and any other necessary third-party services then being used by Network Operator to perform the Services, subject to the payment by MassTech of any transfer fee or charge imposed by the applicable vendors.
- 12.3.3 **Continued Performance.** In the event grounds exist for MassTech to terminate this Agreement pursuant to Section 12.1, except for termination of convenience, MassTech may, in its sole discretion, enforce the performance requirements of Section 4.21 until the effective date of termination.

#### 12.4 Services Transfer Assistance

- 12.4.1 Upon expiration or termination of the Agreement for any reason, including a termination for default, the Network Operator shall cooperate with MassTech to assist in the orderly transfer of the services, functions, responsibilities, tasks, and operations comprising the Services hereunder and the services provided by Network Operator under each SLA and Customer contract to a successor network operator and/or new owner of the MassTech Network. Neither the Term of this Agreement nor Network Operator's obligations arising under this Agreement, Performance Requirements or any SLA or Customer contract shall be deemed to have expired or terminated until the services transfer assistance described herein is completed or MassTech waives the requirement for their completion.
- 12.4.2 Upon MassTech's request, Network Operator shall provide services transfer assistance, as described herein, in connection with migrating the work of Network Operator to another network operator commencing up to twelve (12) months prior to expiration, or upon any notice of termination or of non-renewal of the Agreement pursuant to ARTICLE 3.
- 12.4.3 Services transfer assistance, as described herein, shall be provided through the effective date of the expiration or termination of the Services being terminated. Upon request by MassTech, the effective date of such expiration or termination shall be extended for up to one year thereafter pursuant to the terms and conditions of the Agreement.

- 12.4.3.1 The transfer assistance shall at a minimum correspond to the obligations that Network Operator agreed to undertake as part of the Transition Plan in Exhibit M, with in this instance the Network Operator facilitating all of the actions necessary for a new network operator to undertake the network operations and service obligations.
- 12.4.3.2 At the request of MassTech, the Network Operator shall enter into a transition management agreement (the “Post-Term Transition Agreement”), in a form reasonably acceptable to both Parties, pursuant to which the Network Operator shall agree to continue to operate, or assist MassTech in the operation of, the MassTech Network in accordance with all required Infrastructure Access Agreements, Customer contracts, SLAs and Industry Standards; provided, however, that such assistance shall not in any case impose on the Network Operator any cost or burden greater than were applicable under the Agreement.
- 12.4.3.3 The scope of transition services provided pursuant to such agreement shall be those services reasonably requested by MassTech, including, but not limited to, the following:
  - 12.4.3.3.1 Customer service and support;
  - 12.4.3.3.2 Network operations support;
  - 12.4.3.3.3 Accounting, accounts payable, accounts receivable, billing and collections;
  - 12.4.3.3.4 Recordkeeping; and
  - 12.4.3.3.5 Contract administration, including with respect to Infrastructure Access Agreements.

**12.5 Legal Remedies.** In the event of a termination for material breach, and without limiting the remedies for a breach under Section 11.1.3 in the absence of termination, the non-breaching Party may pursue any legal or equitable remedies to address the default, including but not limited to MassTech’s right to draw down upon the Performance Bond.

**ARTICLE 13. MISCELLANEOUS**

**13.1 Entire Agreement, Updates, Amendments and Modifications.** This Agreement constitutes the entire agreement of the Parties with regard to the Services and matters addressed herein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement are superseded and merged into the Agreement. Updates, amendments, and modifications to the Agreement may not be made orally but shall only be made by a written document signed

by both Parties. Any terms and conditions varying from the Agreement on any order or written notification from either Party shall not be effective or binding on the other Party.

- 13.2 Survival.** The provisions of ARTICLES 9 and 11, and any other provisions that by their terms cannot be performed prior to the expiration or earlier termination of the Agreement, shall survive such expiration or termination.
- 13.3 Interest on Late Payments.** Any payment due under this Agreement from one Party to the other, if not made within thirty (30) Days of the date due, shall accrue interest at the rate of three (3) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston.
- 13.4 Waiver.** No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.
- 13.5 Severability.** If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable law(s).
- 13.6 Counterparts.** The Agreement shall be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document.
- 13.7 Governing Law.** The Agreement and any and all claims and disputes arising out of or in connection with or related to the relationships and arrangements between MassTech and Network Operator described in the Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws rules, and any applicable federal law.
- 13.8 Binding Nature and Assignment.** The Agreement will be binding on the Parties and their respective successors and permitted assigns. Except as provided in this Section, neither Party may, or will have the power to, directly or indirectly, assign or transfer the Agreement, in whole or in part, including with respect to Network Operator, by Change of Control, without the prior written consent of the other Party acting in their sole discretion, except that MassTech may assign its rights and obligations under the Agreement to another entity of the Commonwealth, a subsidiary of MassTech or a special purpose entity established and owned in whole or in the majority by MassTech which expressly assumes its obligations and responsibilities hereunder, without the approval of Network Operator. Unless otherwise agreed, the assigning Party shall remain fully liable for and shall not be relieved from the full performance of all obligations under the Agreement. Any attempted assignment that does not comply with the terms of this Section shall be null and void. If MassTech assigns its rights or obligations to an Affiliate in accordance with the Agreement, MassTech shall provide written notice thereof to Network Operator together with a copy of the assignment document, within three (3) Business Days after such assignment.

**13.9 No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to confer rights on any person not a Party hereto, as third party beneficiary or otherwise.

**13.10 Notices**

13.10.1 Whenever one Party is required or permitted to give notice to the other Party under the Agreement, such notice will be in writing unless otherwise specifically provided herein and will be deemed given (a) when delivered by hand, (b) one (1) Day after being given to an express courier with a reliable system for tracking delivery, (c) five (5) Days after the Day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, or (d) when received electronically if sent by email and one of the delivery methods in (a) through (c) above.

13.10.2 Notifications will be addressed as follows:

For termination, breach or default under this Agreement or a Customer contract, notify:

In the case of Network Operator:

[            ]

In the case of MassTech:

MassTech  
Attention: General Counsel  
75 North Drive  
Westborough, MA 01581  
Phone: (508) 870-0312  
Fax: (508) 898-2275

Either Party hereto may from time to time change its address for notification purposes by giving the other prior written notice of the new address and the date upon which it will become effective.

**13.11 Taxes.** Each Party shall be responsible for paying its own federal, state, and/or local sales, use, excise, value-added, personal property, income, or other taxes or charges assessed on or levied against any transaction or event arising from the performance of this Agreement where it is acting as the principal. As an independent public instrumentality of the Commonwealth of Massachusetts, MassTech is a tax-exempt organization. In no event shall MassTech be responsible for taxes based on the Network Operator's income.

**13.12 Force Majeure.**

13.12.1 **Force Majeure Event.** Notwithstanding any other provision of this Agreement, neither Party shall be liable for any failure or delay in



performing its obligations, or for any loss or damage, resulting from a Force Majeure Event. Notwithstanding the foregoing, Network Operator shall not be excused from its failure to perform any of its obligations hereunder (i) if the adverse effects or delays caused by the event were reasonably foreseeable and Network Operator has failed to take Commercially Reasonable steps to avoid them, and (ii) unless such effects have a material adverse effect on Network Operator's ability to perform the Work.

13.12.2 **Response to Force Majeure Events.** A Party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other Party and shall make Commercially Reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

13.12.3 **Consultation.** Promptly (and in any event within ten (10) Business Days) after the occurrence of a Force Majeure Event, the Parties shall consult with each other in Good Faith and use all Commercially Reasonable efforts to agree on appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Agreement.

13.12.4. **Failure to Agree; Right to Terminate.**

13.12.4.1 If:

13.12.4.1.1 as a result of a Force Majeure Event, the affected Party is unable to comply with any of its material obligations under the Agreement for a continuous period of more than one hundred eighty (180) Days after the date such Force Majeure Event occurred; and

13.12.4.1.2 within such one hundred eighty (180) Day period, the Parties are unable to agree on appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Agreement, either Party may deliver notice to the other Party that it wishes to terminate the Agreement (**"Force Majeure Termination Notice"**). A Force Majeure Termination Notice must (A) provide a proposed date of termination and (B) be delivered to the other Party at least thirty (30) Days before such proposed date of termination.

13.12.4.2 If MassTech delivers a Force Majeure Termination Notice to Network Operator, this Agreement will terminate on the date of termination stated in such Force Majeure Termination Notice.

- 13.12.4.3 If Network Operator delivers a Force Majeure Termination Notice to MassTech, MassTech shall, within fifteen (15) Business Days after receiving such notice, deliver a notice to Network Operator stating that MassTech either accepts that the Agreement will terminate on the date stated in the Force Majeure Termination Notice or requires the Agreement to continue.
- 13.12.4.4 If MassTech issues a notice accepting termination in accordance with Section 13.12.4.3 or fails to deliver a response notice, the Agreement will terminate on the date set out in the Force Majeure Termination Notice delivered by Network Operator in accordance with Section 13.12.4.1.2.
- 13.12.4.5. If MassTech delivers a notice requiring the Agreement to continue in accordance with Section 13.12.4.3, the Agreement will not terminate and will continue until MassTech provides at least thirty (30) Days' prior written notice to Network Operator that it wishes the Agreement to terminate. Until such time as MassTech terminates the Agreement in accordance with this 13.12.4.5:
  - 13.12.4.5.1 Network Operator shall, to the extent practicable, continue to perform its obligations under this Agreement;
  - 13.12.4.5.2 If a Force Majeure Event directly causes Network Operator to be unable to comply with its obligations under the Agreement, then, for the period following MassTech's delivery of the notice described in 13.12.4.3, Network Operator's noncompliance is deemed to have not occurred for purposes of the Agreement.

**13.12.5 Suspension Pending Force Majeure.** The deadline by when a Party must perform an obligation under this Agreement, other than payment of money, shall be postponed by the period of time by which the Party's ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

### **13.13 Change in Law.**

- 13.13.1 A "Change in Law" means the introduction or repeal (in whole or in part) of, the amendment, alteration, or modification to, or the change in interpretation of (in each case including, to the extent applicable, by

retroactive effect), of any Applicable Law, Applicable Standards, practices, or guidelines issued or published by any Governmental Entity, that occur at any time after the Commencement Date and are either:

13.13.1.1 binding on Network Operator; or

13.13.1.2 if not binding on Network Operator, both (i) typically complied with in the relevant industries, and (ii) necessary in order to comply with good Industry Standards or the provisions of this Agreement.

13.13.2 If and to the extent that a Change in Law occurs that (1) declares this Agreement invalid, in whole or in part, or (2) requires MassTech or the Network Operator either to: (a) perform any act that is inconsistent with any provision of this Agreement, or (b) cease to perform any act required by any provision of this Agreement, the Parties shall enter into negotiations in Good Faith to modify this Agreement to reflect such Change in Law and Network Operator agrees to comply with any such modifications arising out of such negotiations. If the Parties cannot reach an agreement that is reasonably acceptable to both Parties within a reasonable period not to exceed ninety (90) Days, then either Party shall have the right, by written notice to the other, to terminate this Agreement without default or penalty, within one hundred and eighty (180) Days of such notice, or such other period to which the Parties may agree.

**13.14 Prior Acts or Omissions.** The Network Operator shall not be liable under this Agreement for, and is expressly exempt from, any liability relating to the operation of the MassTech Network, or the services provided over the MassTech Network, prior to the Network Operator's assumption of obligations under this Agreement as of the Commencement Date. Any potential liabilities for any prior acts or omissions shall remain the responsibility of the persons or entities that were involved in them.

### **13.15 Consents and Approvals**

13.15.1 The Parties agree that in any instance where a consent, approval or agreement is required of a Party in order for the other Party to perform under or comply with the terms and conditions of the Agreement, then such Party will not unreasonably withhold or delay such consent, approval, or agreement and where consent, approval or agreement cannot be provided, the Party shall notify the other Party in a timely manner.

13.15.2 Network Operator acknowledges that MassTech's property interest in the right-of-way used to provide facilities along Interstate 91 and Interstate 291 is set forth in the MassDOT Lease Agreement and the MassDOT Operating Agreement and that, under the MassDOT Lease Agreement, MassTech has been granted the right to make Alterations. Specifically, without limitation, MassTech has the right,

under its lease agreement with MassDOT to make Alterations for the purpose of expanding the MassTech Network, including adding additional handholes and associated empty conduit, or Innerduct, at new locations connecting to the system, or by extending the MassTech Network along additional lengths of Interstates 91 and 291. All Alterations, whether conducted directly by MassTech or through Network Operator as Network Operator, are required to be conducted in accordance with MassDOT's policies and procedures then applicable to similar utility work within the partial highway layout of Interstates 91 and 291 as set forth in the MassDOT Lease Agreement and MassDOT Operating Agreement, including the approval of any plans and specifications for such Alterations (which approval by MassDOT it has agreed with MassTech to not unreasonably withhold, condition or delay). Any Alterations proposed by Network Operator as Network Operator will be subject in all cases to MassDOT's policies and procedures governing access and utility work and the permitting of the same (including without limitation the provision of police details at Network Operator's sole cost and expense), provided, however, that Network Operator shall be subject to any application or access fees and that such policies and procedures MassDOT has agreed with MassTech to apply in a non-discriminatory manner. It is the sole responsibility of Network Operator to obtain all governmental approvals for any Alterations to be done by or on behalf of MassTech.

#### **13.16 Hand Back.**

- 13.16.1 All assets of the MassTech Network except for the fiber optic cable shall have a residual life of at least two (2) years at the date that is six (6) months before the expiration of the Term of the Agreement (the "Hand Back Requirements").
- 13.16.2 The Network Operator shall prepare a plan (the "Hand Back Plan") that sets forth (i) the methodologies for determining the residual life of the assets and (ii) the renewal work that shall be undertaken or employed by the Network Operator to ensure that the Hand Back Requirements are achieved.
- 13.16.3 The Network Operator shall submit the Hand Back Plan to MassTech for review and approval at least three (3) years before the expiration of the Term of the Agreement.
- 13.16.4 After receiving MassTech approval of the Hand Back Plan, the Network Operator shall perform the renewal work necessary to meet or exceed the Hand Back Requirements.

#### **13.17 Performance Bond.**

- 13.17.1 Prior to the Network Commencement Date, Network Operator shall provide a performance bond ("Performance Bond") in a penal sum equal to five million dollars (\$5,000,000.00), that shall remain in place for the Term of the Agreement. The form of the Performance Bond shall comply with the requirements of the

Commonwealth law. Any surety issuing bonds naming Network Operator the bond principal must be authorized to conduct business as a surety in the Commonwealth. No personal surety shall be permitted. If MassTech has cause to draw down upon the Performance Bond the Network Operator shall refresh the Performance Bond to its full amount within thirty (30) Days.

- 13.17.2 **Indemnification.** The Performance Bond shall indemnify MassTech, up to the full face amount of the Performance Bond, for: (i) any loss or damage to any MassTech Network Facility, structure or equipment caused by the Network Operator's operation or maintenance activities; (ii) costs actually incurred by MassTech as a result of the Network Operator's failure to meet the Hand Back Requirements; (iii) any other cost or loss or damage actually incurred by MassTech as a result of Network Operator's failure to perform its obligations pursuant to this Agreement; and (iv) the MassTech's cost of completing Services that Network Operator has failed to complete in a timely manner pursuant to the terms of this Agreement.
- 13.17.3 **Not a Limit on Liability.** The obligation to perform and the liability of Network Operator pursuant to this Agreement shall not be limited by the acceptance of the Performance Bond required by this Section 13.16, nor shall the existence of the Performance Bond in any manner limit the ability of MassTech to pursue any other remedies.

[Signatures on next page]

**Signature Page**

The Parties agree to the terms and conditions set forth in this Agreement (including all of the forms of Exhibits referenced in this Agreement).

Signed for and on behalf of Network Operator:

[Name of Network Operator]

Signature:

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Title:

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Signed for and on behalf of MassTech:

Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative

Signature:

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Title:

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**EXHIBIT A**

**ANNUAL FINANCIAL PERFORMANCE SUMMARY**

[Note to Respondents: The Annual Financial Performance Summary Exhibit will be an Excel spreadsheet derived from the Respondent's Bid Sheet (Attachment C in the RFP). The Annual Financial Performance Summary is used for forecasting purposes according to the Annual Plan provisions and reporting actuals and determining the Annual Speculative Revenue Share Payment each year, according to the Network Operator Payments provisions and the Network Operator Financial Reporting provisions.]



**EXHIBIT B**

**COMMUNITY ANCHOR INSTITUTIONS**

The following list of CAIs represents locations that are connected to the MassTech Network and does not necessarily mean that all of these CAIs are actively taking service.

CAI Name:	Category:	Sub-Type:	Street Address:	Zip Code:	Town:
Richmond Telephone Company Central Office		Central Office	1416 State Road	1254	Richmond
SHELD Stoney Brook Facility		Unidentified	128 College Street	1075	South Hadley
Berkshire CC Intermodal Education Center	Community Colleges	College	1 Columbus Ave	1201	Pittsfield
Berkshire CC Main Campus	Community Colleges	College	1350 West St	1201	Pittsfield
Berkshire CC South County Center	Community Colleges	College	343 Main St	1230	Great Barrington
Greenfield CC Downtown Campus	Community Colleges	College	270 Main St	1301	Greenfield
Greenfield CC Main Campus	Community Colleges	College	1 College Dr	1301	Greenfield
Mt. Wachusett CC Gardner Campus	Community Colleges	College	444 Green St	1440	Gardner
Springfield Tech Community College	Community Colleges	College	Armory Square	1104	Springfield
Brimfield Senior Center	Community Support Organization	Unidentified	20 Main St.	1010	Brimfield
Charlemont Senior Center	Community Support Organization	Senior Center	175 Main St	1339	Charlemont
Chester Mossman Teen Center	Community Support Organization	Unidentified	15 Memorial Drive	1462	Lunenburg
Clarksburg Senior Center	Community Support Organization	Unidentified	712 West Cross Rd.	1247	Clarksburg
Council on Aging	Community Support Organization	Unidentified	19 Union Street	1027	Easthampton
Council On Aging	Community Support Organization	Unidentified	10 W State St	1033	Granby
Eagle House Senior Center	Community Support Organization	Unidentified	25 Memorial Drive	1462	Lunenburg
Franklin-Hampshire Career Center	Community Support Organization	Unidentified	131 West Main St	1364	Orange
Gateway Family Center	Community Support Organization	Unidentified	9 Russell Road	1050	Huntington
George H. Gilbert Bldg Community Center	Community Support Organization	Unidentified	179 Main Street	1031	Hardwick
Greater Springfield Senior Services	Community Support Organization	Home Health Agency - Not Certified	66 Industry Ave	1104	Springfield
Hampden County Bar Advocates, Inc	Community Support Organization	Committee for Public Counsel	95 State St	1103	Springfield
Harper Senior Center	Community Support Organization	Unidentified	118 Church St.	1267	Williamstown
Hitchcock Academy	Community Support Organization	Unidentified	2 Brookfield Rd	1010	Brimfield
Lenox Community Center	Community Support Organization	Unidentified	65 Walker St	1240	Lenox
Mary McColgan Apartments	Community Support Organization	Unidentified	122 Grove Street	1060	Northampton
North Adams Council on Aging	Community Support Organization	Unidentified	116 Ashland St.	1247	North Adams
Princeton Community Center	Community Support Organization	Unidentified	18 Boylston Ave	1541	Princeton
Rowe Community Ctr	Community Support Organization	Unidentified	325 Zoar Rd	1367	Rowe
Senior Center	Community Support Organization	Unidentified	82 Freedom St	1331	Athol
Senior Center	Community Support Organization	Unidentified	127 Main St.	1473	Westminster
Shelburne Senior Center	Community Support Organization	Senior Center	7 Main St	1370	Shelburne
Veterans Housing For Homeless Vets	Community Support Organization	Unidentified	360 West Housatonic Street.	1201	Pittsfield
Western MA Connect	Community Support Organization	Unidentified	75 S Church St	1201	Pittsfield
Westfield Boys & Girls Club	Community Support Organization	Unidentified	28 W Silver St	1085	Westfield
Westfield YMCA	Community Support Organization	Unidentified	67 Court St	1085	Westfield
Adams Town Hall	Government Facilities	Town Hall	8 Park St	1220	Adams
Agawam Town Hall	Government Facilities	Town Hall	36 Main St	1001	Agawam
Alford Board of Health	Government Facilities	Board of Health	5 Alford Center Rd	1230	Alford
Alford Town Hall	Government Facilities	Town Hall	5 Alford Center Rd	1230	Alford
Ashfield Board of Health	Government Facilities	Board of Health	412 Main St	1330	Ashfield
Ashfield Town Hall	Government Facilities	Town Hall	412 Main St	1330	Ashfield
Athol Town Hall	Government Facilities	Town Hall	584 Main St	1331	Athol
Ayer DPW	Government Facilities	Unidentified	25 Brook St.	1432	Ayer
Ayer Town Hall	Government Facilities	Town Hall	1 Main St	1432	Ayer
Barre Town Offices	Government Facilities	Town Hall	40 West St	1005	Barre
Becket Board of Health	Government Facilities	Board of Health	557 Main St	1223	Becket
Becket Council on Aging	Government Facilities	Council on Aging	557 Main St	1223	Becket
Becket Town Hall	Government Facilities	Town Hall	557 Main St	1223	Becket
BELCHERTOWN MIS Computing Bldg.	Government Facilities	Unidentified	7 Berkshire Rd	1007	Belchertown
Belchertown- LGR Region I	Government Facilities	Department of Mental Health	45 State St	1007	Belchertown
Berkshire County - Berkshire Superior Court	Government Facilities	Court	76 East St	1201	Pittsfield
Berkshire County - Berkshire/Pittsfield/North Adams J	Government Facilities	Court	190 North St	1201	Pittsfield
Berkshire County - Northern Berkshire District Court	Government Facilities	Court	111 Holden St	1247	North Adams

Berkshire County - Pittsfield District Court	Government Facilities	Court	24 Wendell Ave	1201	Pittsfield
Berkshire County - Southern Berkshire District Court	Government Facilities	Court	9 Gilmore Ave	1230	Great Barrington
Berkshire County DA	Government Facilities	District Attorneys	7 North St	1201	Pittsfield
Berkshire County Mosquito Control Board	Government Facilities	State Reclamation Board	19 Harris St	1201	Pittsfield
Berkshire Probate and Family Court - Pittsfield	Government Facilities	Court	44 Bank Row	1201	Pittsfield
Berkshire Regional Planning Commission	Government Facilities	Unidentified	1 Fenn St, Suite 201	1201	Pittsfield
BerkshireWorks - North Adams	Government Facilities	Department of Workforce Development	74 Church St	1247	North Adams
BerkshireWorks - Pittsfield	Government Facilities	Department of Workforce Development	160 North St	1201	Pittsfield
Bernardston Town Hall	Government Facilities	Town Hall	38 Church St	1337	Bernardston
Blandford Board of Health	Government Facilities	Board of Health	1 Russell Stage Rd	1008	Blandford
Blandford Council on Aging	Government Facilities	Council on Aging	1 Russell Stage Rd	1008	Blandford
Blandford Town Hall	Government Facilities	Town Hall	1 Russell Stage Rd	1008	Blandford
Board of Health	Government Facilities	Unidentified	19 S Main St	1355	New Salem
Brimfield Town Hall	Government Facilities	Town Hall	21 Main St	1010	Brimfield
Brimfield Town Hall Annex	Government Facilities	Town Hall	23 Main St.	1010	Brimfield
Brookfield Town Hall	Government Facilities	Town Hall	6 Central Street	1506	Brookfield
Buckland Board of Health	Government Facilities	Board of Health	17 State St	1370	Buckland
Buckland Council on Aging	Government Facilities	Council on Aging	17 State St	1370	Buckland
Buckland Town Hall	Government Facilities	Town Hall	17 State St	1370	Buckland
CAD - Springfield Office	Government Facilities	Massachusetts Commission Against Discrimination	436 Dwight St	1103	Springfield
Career Center of North Central Massachusetts - Leominster	Government Facilities	Department of Workforce Development	100 Erdman Way	1453	Leominster
Charlemont Board of Health	Government Facilities	Board of Health	157 Main St	1339	Charlemont
Charlemont Town Hall	Government Facilities	Town Hall	157 Main St	1339	Charlemont
Cheshire Town Hall	Government Facilities	Town Hall	80 Church St	1225	Cheshire
Chester Board of Health	Government Facilities	Board of Health	15 Middlefield St	1011	Chester
Chester Council on Aging	Government Facilities	Council on Aging	15 Middlefield St	1011	Chester
Chester Town Hall	Government Facilities	Town Hall	15 Middlefield St	1011	Chester
Chester/Blandford State Forest	Government Facilities	Department of Conservation and Recreation	801 Rt 20	1011	Chester
Chesterfield Council on Aging	Government Facilities	Council on Aging	400 Main Rd	1012	Chesterfield
Chesterfield Town Offices	Government Facilities	Town Hall	422 Main Rd	1012	Chesterfield
Chicopee District Court	Government Facilities	Court	30 Church St	1020	Chicopee
Clarksburg Town Hall	Government Facilities	Town Hall	111 River Rd	1247	Clarksburg
Colrain Board of Health	Government Facilities	Board of Health	55 Main Rd	1340	Colrain
Colrain Town Hall	Government Facilities	Town Hall	55 Main Rd	1340	Colrain
Communities Collaborative	Government Facilities	Unidentified	131 West Main St	1364	Orange
Community Action of the Franklin, Hampshire, and Northampton Counties	Government Facilities	Division of Housing & Community Development	393 Main St	1301	Greenfield
Congressman Olver's Office - federal	Government Facilities	Unidentified	463 Main St	1420	Fitchburg
Connecticut Greenway State Park	Government Facilities	Department of Conservation and Recreation	136 Damon Rd	1060	Northampton
Conway Board of Health	Government Facilities	Board of Health	32 Main St	1341	Conway
Conway Council on Aging	Government Facilities	Council on Aging	32 Main St	1341	Conway
Conway Town Hall	Government Facilities	Town Hall	5 Academy Hill Rd	1341	Conway
Conway Town Office	Government Facilities	Town Hall	32 Main St	1341	Conway
Council on Aging	Government Facilities	Unidentified	62 5th St	1376	Montague
Cowell Gymnasium	Government Facilities	Unidentified	51 Maple St	1370	Shelburne
CSE Probate Court Network - Northampton	Government Facilities	Court	33 King St	1060	Northampton
CSE Probate Court Network - Pittsfield	Government Facilities	Court	44 Bank Row	1201	Pittsfield
Cummington Board of Health	Government Facilities	Board of Health	33 Main St	1026	Cummington
Cummington Town Hall	Government Facilities	Town Hall	33 Main St	1026	Cummington
Dalton Town Hall	Government Facilities	Town Hall	462 Main St	1226	Dalton
DCR Western HQ	Government Facilities	Department of Conservation and Recreation	740 South St	1201	Pittsfield
Department of Children & Families - Greenfield	Government Facilities	Department of Children & Families	143 Munson St	1301	Greenfield
Department of Children & Families - Holyoke	Government Facilities	Department of Children & Families	261 High St	1040	Holyoke
Department of Developmental Services	Government Facilities	Department of Developmental Services	100 Front St	1040	Holyoke
Department of Environmental Protection	Government Facilities	Department of Environmental Protection	436 Dwight St	1103	Springfield

Department of Mental Health	Government Facilities	Department of Mental Health	140 High St	1105	Springfield
Department of Transitional Assistance - Greenfield	Government Facilities	Department of Transitional Assistance	143 Munson St	1301	Greenfield
Department of Transitional Assistance Holyoke	Government Facilities	Department of Transitional Assistance	100 Front St	1040	Holyoke
Department of Transitional Assistance Pittsfield	Government Facilities	Department of Transitional Assistance	160 North St	1201	Pittsfield
Department of Transitional Assistance Springfield Sou	Government Facilities	Department of Transitional Assistance	310 State St	1105	Springfield
Department of Workforce Development - Greenfield	Government Facilities	Department of Workforce Development	1 Arch St	1301	Greenfield
Department of Workforce Development - Springfield	Government Facilities	Department of Workforce Development	88 Industry Ave	1104	Springfield
DIA - Springfield	Government Facilities	Division of Industrial Accidents	436 Dwight St	1103	Springfield
Dickinson Court	Government Facilities	Court	15 Liberty Street	1027	Easthampton
District Court House	Government Facilities	Court	544 East Main St	1515	East Brookfield
District Headquarters- Pittsfield	Government Facilities	Department of Fish and Game	400 Hubbard Ave	1201	Pittsfield
Division of Banks - Springfield Field Office	Government Facilities	Division of Banks	436 Dwight St	1103	Springfield
Division of Occupational Safety - Springfield Office	Government Facilities	Department of Labor	165 Liberty St	1104	Springfield
Division of Professional Licensure - Springfield	Government Facilities	Division of Professional Licensure	436 Dwight St	1103	Springfield
DLR - Springfield Office - Springfield State Office Bui	Government Facilities	Division of Labor Relations	436 Dwight St	1103	Springfield
DMH Berkshire Case Management	Government Facilities	Department of Mental Health	333 East St	1201	Pittsfield
DMH Franklin Case Management	Government Facilities	Department of Mental Health	13 Prospect St	1301	Greenfield
DMH North County Service Site	Government Facilities	Department of Mental Health	515 Main St	1420	Fitchburg
DMH Northampton Area Office	Government Facilities	Department of Mental Health	1 Prince St	1060	Northampton
DMR Berkshire Office	Government Facilities	Department of Developmental Services	333 East St	1201	Pittsfield
DMR Franklin/Hampshire Office	Government Facilities	Department of Developmental Services	1 Roundhouse Plz	1060	Northampton
DMR Greenfield	Government Facilities	Department of Developmental Services	1 Arch St	1301	Greenfield
DMR North Central Office	Government Facilities	Department of Developmental Services	473 Main St	1420	Fitchburg
DMR Northampton	Government Facilities	Department of Developmental Services	195 Industrial Dr	1060	Northampton
DMR Springfield Office	Government Facilities	Department of Developmental Services	436 Dwight St	1103	Springfield
DOR - 333 East St Pittsfield	Government Facilities	Department of Revenue	333 East St	1201	Pittsfield
DOR - 436 Dwight St Springfield	Government Facilities	Department of Revenue	436 Dwight St	1103	Springfield
DOR/CSE Western Region - Pittsfield	Government Facilities	Department of Revenue	703 W Housatonic St	1201	Pittsfield
DOR/CSE Western Region - Springfield	Government Facilities	Department of Revenue	1 Federal St	1105	Springfield
DPH Western Regional Health Office	Government Facilities	Department of Public Health	23 Service Center Rd	1060	Northampton
DSS East Springfield/VanWart Centre	Government Facilities	Department of Children & Families	112 Industry Ave	1104	Springfield
DSS Greenfield Area Office	Government Facilities	Department of Children & Families	1 Arch St	1301	Greenfield
DSS Holyoke Area Office:	Government Facilities	Department of Children & Families	261 High St	1040	Holyoke
DSS Northampton Social Service	Government Facilities	Department of Children & Families	1 Prince St	1060	Northampton
DSS Pittsfield Area Office:	Government Facilities	Department of Children & Families	53 Eagle St	1201	Pittsfield
DSS Springfield Area	Government Facilities	Department of Children & Families	140 High St	1105	Springfield
DTA Fitchburg	Government Facilities	Department of Transitional Assistance	473 Main St	1420	Fitchburg
DTA North Adams	Government Facilities	Department of Transitional Assistance	37 Main St	1247	North Adams
DTA Springfield North	Government Facilities	Department of Transitional Assistance	95 Liberty St	1104	Springfield
DYS Westfield Secure	Government Facilities	Department of Youth Services	51 E Mountain Rd	1085	Westfield
Easthampton - RMV Branch	Government Facilities	Registry of Motor Vehicles	116 Pleasant St	1027	Easthampton
Easthampton Municipal Building	Government Facilities	Town Hall	50 Payson Ave	1027	Easthampton
EEC - Western MA	Government Facilities	Department of Early Education and Care	95 Liberty St	1104	Springfield
Egremont Town Hall	Government Facilities	Town Hall	171 Egremont Plain Rd	1230	Egremont
Erving Town Hall	Government Facilities	Town Hall	12 E Main St	1344	Erving
Florida Board of Health	Government Facilities	Board of Health	379 Mohawk Trail	1343	Florida
Florida Council on Aging	Government Facilities	Council on Aging	367 Mohawk Trail	1343	Florida
Florida Drury Town Hall	Government Facilities	Town Hall	379 Mohawk Trail	1343	Florida
Franklin County - Orange District Court	Government Facilities	Court	1 Court Square	1364	Orange
Franklin Regional Council of Government	Government Facilities	Unidentified	12 Olive St	1301	Greenfield
Franklin/Hampshire Career Center-Greenfield	Government Facilities	Department of Workforce Development	1 Arch St	1301	Greenfield
Franklin/Hampshire Career Center-Northampton	Government Facilities	Department of Workforce Development	178 Industrial Dr	1060	Northampton
FutureWorks Career Center	Government Facilities	Department of Workforce Development	1 Federal St	1105	Springfield
Fwe District Headquarters	Government Facilities	Department of Fish and Game	88 Old Windsor Rd.	1226	Dalton

Gandara Mental Health Ctr	Government Facilities	Department of Mental Health	2155 Main St	1104	Springfield
Gardner City Hall	Government Facilities	Town Hall	95 Pleasant Street	1440	Gardner
Gardner District Court	Government Facilities	Court	108 Matthews St	1440	Gardner
Gill Town Hall	Government Facilities	Town Hall	325 Main Rd	1376	Gill
Goshen Board of Health	Government Facilities	Board of Health	40 Main St	1096	Goshen
Goshen Council on Aging	Government Facilities	Council on Aging	42 Main St	1096	Goshen
Goshen Town Hall	Government Facilities	Town Hall	42 Main St	1096	Goshen
Governor's Office - Springfield	Government Facilities	Governor	436 Dwight St	1103	Springfield
Granville Board of Health	Government Facilities	Board of Health	707 Main Rd	1034	Granville
Granville Town Hall	Government Facilities	Town Hall	707 Main Rd	1034	Granville
Great Barrington Board of Health	Government Facilities	Board of Health	334 Main St	1230	Great Barrington
Great Barrington Council on Aging	Government Facilities	Council on Aging	917 Main St	1230	Great Barrington
Great Barrington Town Hall	Government Facilities	Town Hall	334 Main St	1230	Great Barrington
Greenfield Town Hall	Government Facilities	Town Hall	14 Court Square	1301	Greenfield
Hadley Board of Health	Government Facilities	Board of Health	100 Middle St	1035	Hadley
Hadley Council on Aging	Government Facilities	Council on Aging	46 Middle St	1035	Hadley
Hadley Town Hall	Government Facilities	Town Hall	100 Middle St	1035	Hadley
Hampden County - Department of Revenue	Government Facilities	DOR	50 State St	1103	Springfield
Hampden County - Hampden Juvenile Court - Holyoke	Government Facilities	Court	121 Elm St	1040	Holyoke
Hampden County - Hampden Juvenile Court - Springfield	Government Facilities	Court	80 State St	1103	Springfield
Hampden County - Hampden Superior Court	Government Facilities	Court	50 State St	1103	Springfield
Hampden County - Holyoke District Court	Government Facilities	Court	20 Court Plaza	1040	Holyoke
Hampden County - Palmer District Court	Government Facilities	Court	235 Sykes St	1069	Palmer
Hampden County - Westfield District Court	Government Facilities	Court	224 Elm St	1085	Westfield
Hampden County DA	Government Facilities	District Attorneys	50 State St	1103	Springfield
Hampden DA - Palmer Court	Government Facilities	Court	235 Sykes St	1069	Palmer
Hampden Town Hall	Government Facilities	Town Hall	625 Main St	1036	Hampden
Hampden/Berkshire/Franklin/Hampshire County - Westfield	Government Facilities	Court	37 Elm St	1103	Springfield
Hampshire County - Eastern Hampshire District Court	Government Facilities	Court	205 State Rd	1007	Belchertown
Hampshire County - Franklin/Hampshire Juvenile Court	Government Facilities	Court	116 Russell St.	1035	Hadley
Hampshire County - Hampshire Superior Court	Government Facilities	Court	15 Gothic St	1060	Northampton
Hampshire County - Northampton District Court	Government Facilities	Court	15 Gothic St	1060	Northampton
Hampshire Department of Revenue	Government Facilities	DOR	33 King St	1060	Northampton
Hampshire Probate and Family Court - Northampton	Government Facilities	Court	33 King St	1060	Northampton
Hancock Council on Aging	Government Facilities	Council on Aging	3650 Hancock Rd	1237	Hancock
Hancock Town Hall	Government Facilities	Town Hall	3650 Hancock Rd	1237	Hancock
Hatfield Town Hall	Government Facilities	Town Hall	59 Main St	1038	Hatfield
Hawley Town Hall	Government Facilities	Town Hall	8 Pudding Hollow Rd	1339	Hawley
Heath Board of Health	Government Facilities	Board of Health	1 E Main St	1340	Heath
Heath Council on Aging	Government Facilities	Council on Aging	1 E Main St	1340	Heath
Heath Town Hall	Government Facilities	Town Hall	1 E Main St	1340	Heath
Hinsdale Town Hall	Government Facilities	Town Hall	39 South St	1235	Hinsdale
Lanesborough Board of Health	Government Facilities	Board of Health	83 North Main Street	1237	Lanesborough
Lanesborough Council on Aging	Government Facilities	Council on Aging	83 North Main Street	1237	Lanesborough
Lanesborough Town Hall	Government Facilities	Town Hall	83 North Main Street	1237	Lanesborough
Lee Town Hall	Government Facilities	Town Hall	32 Main St	1238	Lee
Lenox Town Hall	Government Facilities	Town Hall	6 Walker St	1240	Lenox
Leominster - RMV Branch	Government Facilities	Registry of Motor Vehicles	80 Erdman Way	1453	Fitchburg
Leominster District Court	Government Facilities	Court	25 School St	1453	Leominster
Leominster Town Hall	Government Facilities	Town Hall	25 West St	1453	Leominster
Leverett Board of Health	Government Facilities	Board of Health	9 Montague Rd	1054	Leverett
Leverett Town Hall	Government Facilities	Town Hall	9 Montague Rd	1054	Leverett
Leyden Board of Health	Government Facilities	Board of Health	16 W Leyden Rd	1337	Leyden
Leyden Council on Aging	Government Facilities	Council on Aging	16 W Leyden Rd	1337	Leyden

Leyden Town Hall	Government Facilities	Town Hall	16 W Leyden Rd	1337	Leyden
Lieutenant Governor's Office - Springfield	Government Facilities	Lieutenant Governor	436 Dwight St	1103	Springfield
Longmeadow Town Hall	Government Facilities	Town Hall	20 Williams St	1106	Longmeadow
Ludlow Town Hall	Government Facilities	Town Hall	488 Chapin St	1056	Ludlow
Lunenburg Town Hall	Government Facilities	Town Hall	17 Main Street	1462	Lunenburg
Massachusetts Highway Department - District 1	Government Facilities	Transportation	270 Main St	1240	Lenox
MassDEP: Western Region	Government Facilities	Department of Environmental Protection	436 Dwight St	1103	Springfield
MCB Springfield Reg. 1	Government Facilities	Massachusetts Commission for the Blind	436 Dwight St	1103	Springfield
MCDHH Springfield	Government Facilities	Massachusetts Commission for the Deaf and Hard of Hearing	436 Dwight St	1103	Springfield
MHD Athol D-2	Government Facilities	Transportation	2155 Petersham Rd	1331	Athol
MHD Belchertown D-2	Government Facilities	Transportation	120 Ware Rd	1007	Belchertown
MHD Bernardston Depot-D2	Government Facilities	Transportation	55 Northfield Rd	1337	Bernardston
MHD Buckland Depot-D1	Government Facilities	Transportation	1 Creamery Ave	1370	Buckland
MHD Deerfield D-2	Government Facilities	Transportation	75 Sunderland Rd	1373	Deerfield
MHD North Adams Depot-D1	Government Facilities	Transportation	590 Ashland St	1247	North Adams
MHD Orange Depot-D2	Government Facilities	Transportation	561 S Main St	1364	Orange
MHD Palmer Depot	Government Facilities	Transportation	1449 Park St	1069	Palmer
MHD West Springfield Depot D2	Government Facilities	Transportation	2 Ashley St	1089	West Springfield
MHD Westfield Depot D2	Government Facilities	Transportation	219 E Main St	1085	Westfield
MHD Williamstown Depot-D1	Government Facilities	Transportation	900 New Ashford Rd	1267	Williamstown
Middlefield Town Hall	Government Facilities	Town Hall	188 Skyline Trail	1243	Middlefield
Middlesex County - Ayer District Court	Government Facilities	Court	25 E Main St	1432	Ayer
Middlefield Board of Health	Government Facilities	Board of Health	188 Skyline Trail	1243	Middlefield
Monroe Town Hall	Government Facilities	Town Hall	3 School St	1350	Monroe
Monson Town Hall	Government Facilities	Town Hall	110 Main St	1057	Monson
Montachusett Opportunity Council, Inc. (MOC)	Government Facilities	Division of Housing & Community Development	133 Prichard St	1420	Fitchburg
Montachusett Regional Planning Commission	Government Facilities	Unidentified	1427R Water St	1420	Fitchburg
Montague Town Hall	Government Facilities	Town Hall	1 Avenue A	1376	Montague
Monterey Board of Health	Government Facilities	Board of Health	435 Main St	1245	Monterey
Monterey Town Hall	Government Facilities	Town Hall	435 Main St	1245	Monterey
Montgomery Board of Health	Government Facilities	Board of Health	161 Main Rd	1085	Montgomery
Montgomery Town Hall	Government Facilities	Town Hall	161 Main Rd	1085	Montgomery
Mount Wachusett Reservation	Government Facilities	Department of Conservation and Recreation	345 Mountain Rd	1541	Princeton
Mount Washington Board of Health	Government Facilities	Board of Health	118 East St	1258	Mount Washington
Mount Washington Town Hall	Government Facilities	Town Hall	118 East St	1258	Mount Washington
New Ashford Board of Health	Government Facilities	Board of Health	188 Mallery Rd	1237	New Ashford
New Ashford Town Hall	Government Facilities	Town Hall	188 Mallery Rd	1237	New Ashford
New Braintree Town Hall	Government Facilities	Town Hall	20 Memorial Dr	1531	New Braintree
New Marlborough Town Hall	Government Facilities	Town Hall	807 Mill River- Southfield Road	1230	New Marlborough
New Salem Council on Aging	Government Facilities	Council on Aging	19 S Main St	1355	New Salem
New Salem Town Hall	Government Facilities	Town Hall	15 S Main St	1355	New Salem
North Adams - RMV Branch	Government Facilities	Registry of Motor Vehicles	37 Main St	1247	North Adams
North Adams Board of Health	Government Facilities	Board of Health	10 Main St	1247	North Adams
North Adams City Hall	Government Facilities	Town Hall	10 Main St	1247	North Adams
Northampton City Hall	Government Facilities	Town Hall	212 Main St	1060	Northampton
NORTHAMPTON District Court Office	Government Facilities	Court	15 Gothic St	1060	Northampton
NORTHAMPTON Superior Court Office	Government Facilities	Court	15 Gothic St	1060	Northampton
Northfield Town Hall	Government Facilities	Town Hall	69 Main St	1360	Northfield
Orange Town Hall	Government Facilities	Town Hall	6 Prospect St	1364	Orange
Otis Board of Health	Government Facilities	Board of Health	1 N Main Rd	1253	Otis
Otis Council on Aging	Government Facilities	Council on Aging	1 N Main Rd	1253	Otis
Otis Town Hall	Government Facilities	Town Hall	1 N Main Rd	1253	Otis
Palmer Board of Health	Government Facilities	Board of Health	4417 Main St	1069	Palmer
Palmer Town Hall	Government Facilities	Town Hall	4417 Main St	1069	Palmer

Pelham Town Offices, Rhodes Building	Government Facilities	Unidentified	351 Amherst Rd	1002	Pelham
Peru Council on Aging	Government Facilities	Council on Aging	3 E Main Rd	1235	Peru
Peru Town Hall	Government Facilities	Town Hall	3 E Main Rd	1235	Peru
Petersham Town Hall	Government Facilities	Town Hall	3 S Main St	1366	Petersham
Phillipston Town Hall	Government Facilities	Town Hall	50 The Common	1331	Phillipston
Pioneer Valley Planning Commission	Government Facilities	Unidentified	60 Congress St	1109	Springfield
Pittsfield - RMV Branch	Government Facilities	Registry of Motor Vehicles	333 East St	1201	Pittsfield
Pittsfield City Hall	Government Facilities	Town Hall	70 Allen St	1201	Pittsfield
Pittsfield Council on Aging	Government Facilities	Council on Aging	330 North St	1201	Pittsfield
Pittsfield Department of Revenue	Government Facilities	DOR	44 Bank Row	1201	Pittsfield
Pittsfield State Office Bldg	Government Facilities	Bureau of State Office Buildings	333 East St	1201	Pittsfield
Pittsfield Superior Court Office	Government Facilities	Court	76 East St	1201	Pittsfield
Pittsfield- LGR Region I	Government Facilities	Department of Mental Health	1305 West St	1201	Pittsfield
Plainfield Board of Health	Government Facilities	Board of Health	344 Main St	1070	Plainfield
Plainfield Town Hall	Government Facilities	Town Hall	344 Main St	1070	Plainfield
Plainfield Town Offices	Government Facilities	Unidentified	304 Main St.	1070	Plainfield
Princeton - RMV Branch	Government Facilities	Unidentified	345 Mountain Rd	1541	Princeton
Princeton Municipal Light Dept.	Government Facilities	Unidentified	168 Worcester Rd.	1541	Princeton
Princeton Town Hall	Government Facilities	Town Hall	6 Town Hall Dr	1541	Princeton
Quabbin Hq & Park	Government Facilities	Department of Conservation and Recreation	485 Winsor Dam Road	1007	Belchertown
Registry of Deeds - Hampden	Government Facilities	Secretary of the Commonwealth	50 State St	1103	Springfield
Registry of Deeds - Hampden (Westfield Satellite Office)	Government Facilities	Secretary of the Commonwealth	59 Court St	1085	Westfield
Registry of Deeds - Hampshire	Government Facilities	Secretary of the Commonwealth	33 King St	1060	Northampton
Registry of Deeds - Middle Berkshire	Government Facilities	Secretary of the Commonwealth	44 Bank Row	1201	Pittsfield
Registry of Deeds - Northern Berkshire	Government Facilities	Secretary of the Commonwealth	65 Park St	1220	Adams
Registry of Deeds - Northern Worcester	Government Facilities	Secretary of the Commonwealth	166 Boulder Dr	1420	Fitchburg
Registry of Deeds - Southern Berkshire	Government Facilities	Secretary of the Commonwealth	334 Main St	1230	Great Barrington
Riverside Municipal Building	Government Facilities	Unidentified	54 French King Hwy	1376	Gill
Rowe Board of Health	Government Facilities	Board of Health	321 Zoar Rd	1367	Rowe
Rowe Council on Aging	Government Facilities	Council on Aging	321 Zoar Rd	1367	Rowe
Rowe Town Hall	Government Facilities	Town Hall	321 Zoar Rd	1367	Rowe
Russell Board of Health	Government Facilities	Board of Health	155 Highland Ave	1070	Russell
Russell Council on Aging	Government Facilities	Council on Aging	155 Highland Ave	1070	Russell
Russell Town Hall	Government Facilities	Town Hall	155 Highland Ave	1070	Russell
Sandisfield Board of Health	Government Facilities	Board of Health	66 Sandisfield Rd	1255	Sandisfield
Sandisfield Council on Aging	Government Facilities	Council on Aging	66 Sandisfield Rd.	1255	Sandisfield
Sandisfield New Town Hall Annex	Government Facilities	Town Hall	66 Sandisfield Rd	1255	Sandisfield
SANDISFIELD TOWN HALL	Government Facilities	Town Hall	3 Silverbrook Rd	1255	Sandisfield
Savoy Board of Health	Government Facilities	Board of Health	720 Main Rd	1256	Savoy
Savoy Council on Ageing	Government Facilities	Council on Aging	720 Main Rd	1256	Savoy
Savoy Town Hall	Government Facilities	Town Hall	720 Main Rd	1256	Savoy
School Union 28	Government Facilities	Council on Aging	18 Pleasant St	1344	Erving
Second Data Center	Government Facilities	Information Technology Division	53 Elliot St	1105	Springfield
Second Data Center (2)	Government Facilities	Information Technology Division	53 Elliot St	1105	Springfield
Secretary of the Commonwealth - Western District Office	Government Facilities	Secretary of the Commonwealth	436 Dwight St	1103	Springfield
Selectboard	Government Facilities	Unidentified	19 S Main St	1355	New Salem
Sheffield Town Hall	Government Facilities	Town Hall	21 Depot Square	1257	Sheffield
Shelburne Falls Board of Health	Government Facilities	Board of Health	51 Bridge St	1370	Shelburne
Shelburne Town Hall	Government Facilities	Town Hall	51 Bridge St	1370	Shelburne
Shirley Town Hall	Government Facilities	Town Hall	7 Keady Way	1464	Shirley
Shutesbury Board of Health	Government Facilities	Board of Health	1 Cooleyville Rd	1072	Shutesbury
Shutesbury Town Hall	Government Facilities	Town Hall	1 Cooleyville Rd	1072	Shutesbury
Southwick Town Hall	Government Facilities	Town Hall	454 College Hwy	1077	Southwick
Springfield - RMV Branch	Government Facilities	Registry of Motor Vehicles	165 Liberty St	1104	Springfield



Springfield Department of Revenue	Government Facilities	DOR	165 Liberty St	1104	Springfield
SPRINGFIELD District Court Office	Government Facilities	Court	50 State St	1103	Springfield
Springfield Hearing Location	Government Facilities	Civil Service Commission	436 Dwight St	1103	Springfield
Springfield State Office Bldg	Government Facilities	Bureau of State Office Buildings	165 Liberty St	1104	Springfield
Springfield State Office Dwight St	Government Facilities	Division of Capital Asset Management	436 Dwight St	1103	Springfield
Stockbridge Board of Health	Government Facilities	Board of Health	50 Main St	1262	Stockbridge
Stockbridge Town Hall	Government Facilities	Town Hall	50 Main St	1262	Stockbridge
Sturbridge Center Office Building	Government Facilities	Unidentified	301 Main St.	1566	Sturbridge
Sturbridge Town Hall	Government Facilities	Town Hall	308 Main Street	1566	Sturbridge
Sunderland Town Hall	Government Facilities	Town Hall	12 School St	1375	Sunderland
Templeton Town Hall	Government Facilities	Town Hall	690 Patriots Rd	1468	Templeton
The Town Hall Annex	Government Facilities	Town Hall	60 The Common	1331	Phillipston
Tolland Council on Aging	Government Facilities	Council on Aging	241 W Granville Rd	1034	Tolland
Tolland Town Hall	Government Facilities	Town Hall	241 W Granville Rd	1034	Tolland
Town Administrative Offices	Government Facilities	Municipal	307 Main St	1031	Hardwick
Town Hall	Government Facilities	Town Hall	8 Conway St	1373	Deerfield
Town Hall Annex	Government Facilities	Emergency Operations Center	162 Main St	1085	Russell
Town Hall Annex - Westhampton	Government Facilities	Unidentified	3 South Road	1027	Westhampton
Town Offices	Government Facilities	Unidentified	122 Connie Mack Drive	1515	East Brookfield
Town Offices	Government Facilities	Unidentified	40 Main St	1096	Goshen
Town Offices	Government Facilities	Unidentified	10 W State St	1033	Granby
Trial Court - Hadley	Government Facilities	Court	116 Russell St	1035	Hadley
Trial Court - North Adams	Government Facilities	Court	21 Holden St.	1247	North Adams
Trial Court - Pittsfield (2)	Government Facilities	Court	190 North St	1201	Pittsfield
Tyringham Board of Health	Government Facilities	Board of Health	116 Main Rd	1264	Tyringham
Tyringham Council on Aging	Government Facilities	Council on Aging	116 Main Rd	1264	Tyringham
Tyringham Town Hall	Government Facilities	Town Hall	116 Main Rd	1264	Tyringham
Ware Town Hall	Government Facilities	Town Hall	126 W Main St	1082	Ware
Warren Town Hall	Government Facilities	Town Hall	48 High St	1083	Warren
Warwick Board of Health	Government Facilities	Board of Health	12 Athol Rd	1378	Warwick
Warwick Council on Aging	Government Facilities	Council on Aging	12 Athol Rd	1378	Warwick
Warwick Town Hall	Government Facilities	Town Hall	12 Athol Rd	1378	Warwick
Washington Board of Health	Government Facilities	Board of Health	8 Summit Hill Rd	1223	Washington
Washington Town Hall	Government Facilities	Town Hall	8 Summit Hill Rd	1223	Washington
Wendell Senior Center	Government Facilities	Council on Aging	2 Lockes Village Road	1379	Wendell
Wendell Town Hall	Government Facilities	Town Hall	4 Center St	1379	Wendell
Wendell Town Office Building	Government Facilities	Town Office	9 Morse Village Rd	1379	Wendell
West Brookfield Town Hall	Government Facilities	Town Hall	2 E Main St	1585	West Brookfield
West Springfield Town Hall	Government Facilities	Town Hall	26 Central St	1089	West Springfield
West Stockbridge Town Hall	Government Facilities	Town Hall	21 State Line Rd	1266	West Stockbridge
Westfield City Hall	Government Facilities	Town Hall	59 Court St	1085	Westfield
Westfield Gas & Electric Operations Center	Government Facilities	Unidentified	40 Turnpike Industrial	1085	Westfield
Westhampton Town Hall	Government Facilities	Town Hall	One South Road	1027	Westhampton
Westminster Town Hall	Government Facilities	Town Hall	11 South St.	1473	Westminster
Whatley Town Hall	Government Facilities	Town Hall	194 Chestnut Plain Rd	1373	Whatley
Whatley Town Offices	Government Facilities	Unidentified	218 Chestnut Plain Rd	1373	Whatley
Whitney Hall Offices	Government Facilities	Unidentified	5 School St	1368	Royalston
Wilbraham Town Hall	Government Facilities	Town Hall	240 Springfield St.	1095	Wilbraham
Wilbraham Town Hall, Clerks Office	Government Facilities	Town Hall	240 Springfield St.	1095	Wilbraham
Williamsburg Town Offices	Government Facilities	Town Hall	141 Main St	1039	Williamsburg
Williamstown Town Hall	Government Facilities	Town Hall	31 North St	1267	Williamstown
Windsor Board of Health	Government Facilities	Board of Health	1890 Rt 9	1270	Windsor
Windsor Town Hall	Government Facilities	Town Hall	1927 Massachusetts 9	1270	Windsor
Worcester County - Fitchburg District Court	Government Facilities	Court	100 Elm St	1420	Fitchburg

Worthington Board of Health	Government Facilities	Board of Health	160 Huntington Rd	1098	Worthington
Worthington Council on Aging	Government Facilities	Council on Aging	147 Huntington Rd	1098	Worthington
Worthington Town Hall	Government Facilities	Town Hall	160 Huntington Rd	1098	Worthington
Fitchburg State College	Institutions of Higher Educations	College	160 Pearl St	1420	Fitchburg
Hallmark Institute of Photography	Institutions of Higher Educations	Unidentified	27 Industrial Blvd	1376	Montague
Mass College of Liberal Arts	Institutions of Higher Educations	College	375 Church St	1247	North Adams
Mass Green High Performance Computing Center	Institutions of Higher Educations	Unidentified	100 Bigelow St	1040	Holyoke
Westfield State University	Institutions of Higher Educations	College	333 Western Ave	1086	Westfield
Adams Free Library	Libraries	Library	92 Park St	1220	Adams
Alford Free Public Library	Libraries	Library	5 Alford Center Rd	1230	Alford
Arms Library	Libraries	Library	Main St & Bridge St	1370	Shelburne
Athol Public Library	Libraries	Library	568 Main St	1331	Athol
Ayer Public Library	Libraries	Library	26 East Main Street	1432	Ayer
Baystate Medical Center Health Sciences Library	Libraries	Library	759 Chestnut St	1107	Springfield
Becket Athenaeum, Inc.	Libraries	Library	3367 Main Street	1223	Becket
Belding Memorial Library	Libraries	Library	244 Main St	1330	Ashfield
Berkshire Athenaeum	Libraries	Library	1 Wendell Ave	1201	Pittsfield
Boynton Public Library	Libraries	Library	27 BOYNTON ST	1468	Templeton
Brimfield Public Library	Libraries	Library	25 Main St.	1010	Brimfield
Bryant Free Library	Libraries	Library	455 Berkshire Trail	1026	Cummington
Buckland Public Library	Libraries	Library	30 Upper St	1338	Buckland
Bushnell Sage Library	Libraries	Library	48 S. Main St.	1257	Sheffield
Cheshire Public Library	Libraries	Library	23 Depot Street	1225	Cheshire
Chesterfield Public Library	Libraries	Library	408 Main Road	1012	Chesterfield
Clapp Memorial Library	Libraries	Library	19 South Main St	1007	Belchertown
Clarksburg Public Library	Libraries	Library	711 W Cross Rd	1247	Clarksburg
Cooley Dickinson Hospital Richard H. Dolloff Medical	Libraries	Library	30 Locust St	1060	Northampton
Cushman Library	Libraries	Library	28 Church St	1337	Barnardston
Dalton Free Public Library	Libraries	Library	462 Main St	1226	Dalton
David and Joyce Milne Public Library	Libraries	Library	1095 Main St	1267	Williamstown
Dickinson Memorial Library	Libraries	Library	115 Main St	1360	Northfield
East Brookfield Town Library	Libraries	Library	122 Connie Mack Drive	1515	East Brookfield
East Longmeadow Town Hall and Library	Libraries	Library	60 Center Square	1028	East Longmeadow
East Springfield Branch Library	Libraries	Library	21 Osborne Terrace	1104	Springfield
Edwards Public Library	Libraries	Library	30 East St	1073	Southampton
Egremont Free Library	Libraries	Library	1 Buttonball Ln	1258	Egremont
Emily Williston Memorial Library and Museum	Libraries	Library	9 Park St	1027	Easthampton
Erving Public Library	Libraries	Library	17 Moore St	1344	Erving
Field Memorial Library	Libraries	Library	1 Elm St	1341	Conway
Fitchburg Public Library	Libraries	Library	610 Main Street	1420	Fitchburg
Florida Public Library	Libraries	Library	56 N County Rd	1247	Florida
Forbush Memorial Library	Libraries	Library	118 Main St.	1473	Westminster
Forest Park Branch Library	Libraries	Library	380 Belmont Ave	1108	Springfield
Franklin Medical Center Health Sciences Library	Libraries	Library	164 High St	1301	Greenfield
Gardner Library	Libraries	Library	55 West Lynde Street	1440	Gardner
Gilbertville Library	Libraries	Library	259 Main Street	1031	Hardwick
Goodwin Memorial Library	Libraries	Library	50 Middle St	1035	Hadley
Goshen Free Public Library	Libraries	Library	42 Main St	1096	Goshen
Grace Hall Memorial Library	Libraries	Library	161 Main Rd	1085	Montgomery
Granby Free Public Library	Libraries	Library	297 East State Street	1033	Granby
Granville Public Library	Libraries	Library	2 Granby Rd	1034	Granville
Greenfield Public Library	Libraries	Library	402 Main St	1301	Greenfield
Griswold Memorial Library	Libraries	Library	12 Main Rd	1340	Colrain
Hamilton Memorial Library	Libraries	Library	195 Route 20	1011	Chester

Hampden Free Public Library	Libraries	Library	625 Main St	1036	Hampden
Hatfield Public Library	Libraries	Library	39 Main St	1038	Hatfield
Haydenville Library	Libraries	Library	136 Main St.	1039	Williamsburg
Hazen Library	Libraries	Library	3 Keady Way	1432	Shirley
Heath Free Public Library	Libraries	Library	1 E Main St	1340	Heath
Hinsdale Public Library	Libraries	Library	58 Maple Street	1235	Hinsdale
Holyoke Public Library	Libraries	Library	335 Maple St	1040	Holyoke
Hubbard Memorial Library	Libraries	Library	24 Center St	1056	Ludlow
Huntington Public Library	Libraries	Library	7 East Main Street	1050	Huntington
Indian Orchard Branch Library	Libraries	Library	44 Oak St	1109	Springfield
Lanesborough Public Library	Libraries	Library	83 North Main Street	1237	Lanesborough
Lee Library Association	Libraries	Library	100 Main St	1238	Lee
Lenox Library Association	Libraries	Library	18 Main St	1240	Lenox
Leominster Public Library	Libraries	Library	30 West St	1453	Leominster
Leverett Library	Libraries	Library	75 Montague Road	1054	Leverett
Liberty Branch Library	Libraries	Library	733 Liberty St	1104	Springfield
Library	Libraries	Library	155 Main St.	1237	Hancock
Library	Libraries	Library	25 Templeton Rd	1331	Phillipston
Lunenburg Public Library	Libraries	Library	1023 Massachusetts Avenue	1462	Lunenburg
M. N. Spear Memorial Library	Libraries	Library	10 Cooleyville Rd	1072	Shutesbury
Mason Library	Libraries	Library	231 Main St	1230	Great Barrington
Mason Square Branch Library	Libraries	Library	765 State Street	1109	Springfield
Massachusetts College of Liberal Arts Eugene L. Freel Libraries	Libraries	Library	375 Church St	1247	North Adams
Massachusetts Trial Court Law Libraries Berkshire Lav Libraries	Libraries	Library	76 East St	1201	Pittsfield
Massachusetts Trial Court Law Libraries Hampden Lav Libraries	Libraries	Library	50 State St	1103	Springfield
Massachusetts Trial Court Law Libraries Hampshire Lav Libraries	Libraries	Library	99 Main St	1060	Northampton
Meekins Public Library	Libraries	Library	2 Main St	1096	Williamsburg
Mercy Medical Center Gilman Health Sciences Library	Libraries	Library	271 Carew St	1104	Springfield
Merriam-Gilbert Library	Libraries	Library	3 West Main Street	1585	West Brookfield
Merrick Public Library	Libraries	Library	2 Lincoln St	1506	Brookfield
Millers Falls Library	Libraries	Library	23 Bridge St	1349	Montague
MLS Whately Office	Libraries	Library	4 Sandy Lane	1373	Whately
Monroe Public Library	Libraries	Library	3 School St	1350	Monroe
Monson Free Library and Reading Room Association	Libraries	Library	2 High St	1057	Monson
Montague Public Libraries Carnegie Public Library	Libraries	Library	201 Avenue A	1376	Montague
Monterey Public Library	Libraries	Library	452 Main Rd.	1245	Monterey
Mount Washington Library	Libraries	Library	118 East St	1258	Mount Washington
New Braintree Public Library	Libraries	Library	45 Memorial Drive	1531	New Braintree
New Marlborough Public Library	Libraries	Library	1 Gt Barrington -Mill River Rd	1230	New Marlborough
New Salem Old Library (town offices)	Libraries	Library	24 South Main St	1355	New Salem
New Salem Public Library	Libraries	Library	23 S Main St	1355	New Salem
North Adams Public Library	Libraries	Library	74 Church St	1247	North Adams
North Adams Regional Hospital Dr. Robert J. Carpenter	Libraries	Library	71 Hospital Ave	1247	North Adams
Otis Library and Museum	Libraries	Library	48 North Main Rd	1253	Otis
Paige Memorial Library	Libraries	Library	87 Petersham Rd	1037	Hardwick
Palmer Public Library	Libraries	Library	1455 N Main St	1069	Palmer
Pelham Library	Libraries	Library	2 S Valley Rd	1002	Pelham
Peru Library	Libraries	Library	6 West Main Road	1235	Peru
Petersham Memorial Library	Libraries	Library	23 Common St	1366	Petersham
Porter Memorial Library	Libraries	Library	87 Main Street	1008	Blandford
Princeton Library	Libraries	Library	2 Town Hall Dr.	1541	Princeton
Robertson Memorial Library	Libraries	Library	849 Greenfield Rd	1301	Leyden
Rowe Town Library	Libraries	Library	318 Zoar Road	1367	Rowe
Russell Public Library	Libraries	Library	162 Main St	1085	Russell

S. W. Dickinson Library	Libraries	Library	202 Chestnut Plain Road	1373	Whately
Sandisfield Free Public Library	Libraries	Library	23 Sandisfield Road	1255	Sandisfield
Savoy Hollow Library	Libraries	Library	720 Main Rd	1256	Savoy
Shaw Memorial Library	Libraries	Library	312 Main St	1070	Plainfield
Shelburne Free Public Library	Libraries	Library	233 Shelburne Center Rd	1370	Shelburne
Sixteen Acres Branch Library	Libraries	Library	1187 Parker Street	1129	Springfield
Slate Memorial Library	Libraries	Library	332 Main Rd	1376	Gill
Southwick Public Library	Libraries	Library	95 Feeding Hills Rd	1077	Southwick
Springfield City Library	Libraries	Library	220 State St	1103	Springfield
Springfield Technical CC Library	Libraries	Library	Armory Square	1104	Springfield
Stockbridge Library Association	Libraries	Library	46 Main St	1262	Stockbridge
Sturbridge Library	Libraries	Library	306 Main St.	1566	Sturbridge
Sunderland Public Library	Libraries	Library	20 School Street	1375	Sunderland
Tolland Public Library	Libraries	Library	22 Clubhouse Rd	1034	Tolland
Town Library	Libraries	Library	75 North Main St	1373	Deerfield
Tyler Memorial Library	Libraries	Library	157 Main St	1339	Charlemont
Tyringham Library	Libraries	Library	118 Main Road	1264	Tyringham
Warren Public Library	Libraries	Library	934 Main Street	1083	Warren
Warwick Free Public Library	Libraries	Library	4 Hotel Rd	1378	Warwick
Wendell Free Library	Libraries	Library	7 Wendell Depot Rd	1379	Wendell
West Stockbridge Public Library	Libraries	Library	21 State Line Rd	1266	West Stockbridge
Western Massachusetts Funding Resource Center Libr	Libraries	Library	220 State St	1105	Springfield
Westfield Athenaeum	Libraries	Library	6 Elm St	1085	Westfield
Westhampton Public Library	Libraries	Library	1 North Rd.	1027	Westhampton
Wheeler Memorial Library	Libraries	Library	49 E Main St	1364	Orange
Wilbraham Public Library	Libraries	Library	25 Crane Park	1095	Wilbraham
Windsor Free Library	Libraries	Library	1890 Route 9	1226	Windsor
Worthington Library	Libraries	Library	1 Huntington Road	1098	Worthington
Young Men's Library Association	Libraries	Library	37 Main St	1082	Ware
Agawam Counseling Center	Medical & Healthcare Providers	Satellite of Clinic	30 Southwick St	1030	Agawam
Athol Memorial Hospital	Medical & Healthcare Providers	Unidentified	2033 Main St	1331	Athol
Baystate Medical Center	Medical & Healthcare Providers	K12	140 High St	1105	Springfield
Baystate Medical Center - ER	Medical & Healthcare Providers	Hospital	759 Chestnut St	1107	Springfield
Baystate Rehabilitation Care @ Agaw	Medical & Healthcare Providers	Satellite of Hospital	200 Silver St	1001	Agawam
Berkshire Endoscopy Center Llc	Medical & Healthcare Providers	Unidentified	53 Eagle St	1202	Pittsfield
Berkshire Medical Center Hillcrest Campus	Medical & Healthcare Providers	Hospital	165 Tor Ct	1201	Pittsfield
Berkshire Mental Health Center	Medical & Healthcare Providers	Clinics	333 East St	1201	Pittsfield
Caring Health Center Inc	Medical & Healthcare Providers	Satellite of Clinic	532 Sumner Ave	1108	Springfield
CHD Center for Human Development	Medical & Healthcare Providers	Unidentified	131 West Main St	1364	Orange
Chp Barrington Ob/Gyn	Medical & Healthcare Providers	Satellite of Clinic	780 Main St #104	1230	Great Barrington
Chp Dental Center	Medical & Healthcare Providers	Satellite of Clinic	343 Main St	1230	Great Barrington
Chp Neighborhood Health Center	Medical & Healthcare Providers	Satellite of Clinic	510 North St	1201	Pittsfield
Community Health Center Berkshires	Medical & Healthcare Providers	Federally Qualified Health Ctr	29 Lewis Ave	1230	Great Barrington
Community Health Center of Franklin County, Inc.	Medical & Healthcare Providers	CHC	338 Montague City Rd	1376	Montague
Cooley Dickinson Hosp Rehab Svcs	Medical & Healthcare Providers	Satellite of Hospital	58 Old North Rd	1098	Worthington
Cooley Dickinson Hospital, Inc.	Medical & Healthcare Providers	Hospital-Acute Care	30 Locust St	1060	Northampton
Fairview Hospital	Medical & Healthcare Providers	Hospital	29 Lewis Ave	1230	Great Barrington
Family Center of the Berkshires	Medical & Healthcare Providers	Satellite of Clinic	742 North St	1201	Pittsfield
Franklin Medical Center	Medical & Healthcare Providers	Hospital	164 High St	1301	Greenfield
Health Services for the Homeless	Medical & Healthcare Providers	CHC	95 State St	1103	Springfield
Heywood Hospital	Medical & Healthcare Providers	Unidentified	242 Green St	1440	Gardner
Hospice of Franklin County Inc	Medical & Healthcare Providers	Unidentified	329 Conway St	1301	Greenfield
Huntington Health Ctr	Medical & Healthcare Providers	Satellite of Clinic	73 Russell Rd	1050	Huntington
Lee Emergency Medical Services	Medical & Healthcare Providers	Unidentified	193 Main St	1238	Lee

Mary Lane Hospital	Medical & Healthcare Providers	Hospital	85 South St	1082	Ware
Mercy Hospital	Medical & Healthcare Providers	Lab	271 Carew St	1104	Springfield
MRC Holyoke	Medical & Healthcare Providers	Massachusetts Rehabilitation Commission	187 High St	1040	Holyoke
MRC Pittsfield	Medical & Healthcare Providers	Massachusetts Rehabilitation Commission	6 Clinton Ave	1201	Pittsfield
MRC Springfield	Medical & Healthcare Providers	Massachusetts Rehabilitation Commission	1 Federal St	1105	Springfield
MSPCC Family Counseling Center - Pittsfield	Medical & Healthcare Providers	Satellite of Clinic	53 Eagle St	1202	Pittsfield
Multitenant Medical Building	Medical & Healthcare Providers	Unidentified	7 North St	1201	Pittsfield
New CHP Campus	Medical & Healthcare Providers	Unidentified	440-444 Stockbridge Rd	1230	Great Barrington
Noble Hospital	Medical & Healthcare Providers	Hospital	115 W Silver St	1085	Westfield
Noble Hospital Sport & Rehab Center	Medical & Healthcare Providers	Satellite of Hospital	76 Main St	1085	Westfield
North Adams Regional Hospital	Medical & Healthcare Providers	Hospital	71 Hospital Ave	1247	North Adams
Northampton VA Medical Center	Medical & Healthcare Providers	Hospital	421 N Main St	1060	Northampton
Northern Berkshire Family Medicine	Medical & Healthcare Providers	Unidentified	71 Hospital Ave	1247	North Adams
Sweet Brook Care Centers	Medical & Healthcare Providers	Nursing Facility	1561 Cold Spring Rd	1267	Williamstown
UMass Memorial-Healthalliance Hospital	Medical & Healthcare Providers	Hospital	60 Hospital Rd	1453	Leominster
UMass Memorial-Wing Memorial Hospital	Medical & Healthcare Providers	Hospital	40 Wright St	1069	Palmer
Valley Health - Easthampton Health Center	Medical & Healthcare Providers	Unidentified	238 Northampton St	1027	Easthampton
Valley Medical	Medical & Healthcare Providers	Unidentified	329 Conway St	1301	Greenfield
Valley Medical Group	Medical & Healthcare Providers	Unidentified	70 Main Street	1062	Northampton
Walden Behavioral Care-Northampton	Medical & Healthcare Providers	Clinics	109 Main St	1060	Northampton
Western Massachusetts Hospital	Medical & Healthcare Providers	Hospital	91 E Mountain Rd	1085	Westfield
Wing Medical Center - Belchertown	Medical & Healthcare Providers	Satellite of Hospital	20 Daniel Shays Hwy	1007	Belchertown
Wing Medical Center - Ludlow	Medical & Healthcare Providers	Satellite of Hospital	34 Hubbard St	1056	Ludlow
Wing Medical Center - Monson	Medical & Healthcare Providers	Unidentified	2 Main Street	1057	Monson
Wing Medical Center - Wilbraham	Medical & Healthcare Providers	Satellite of Hospital	2344 Boston Rd	1095	Wilbraham
1 Elm Ter	Public Housing	Public Housing	1 Elm Terrace	1301	Greenfield
1 Kasper Dr	Public Housing	Public Housing	1 Kasper Dr	1085	Westfield
10 Murphy Cir	Public Housing	Public Housing	10 Murphy Cir	1085	Westfield
13 Fletcher St	Public Housing	Public Housing	13 Fletcher St	1069	Palmer
143 West St (Grace House)	Public Housing	Public Housing	143 West St	1060	Northampton
16 Washington St	Public Housing	Public Housing	16 Washington St	1085	Westfield
306 Elm St	Public Housing	Public Housing	306 Elm St	1085	Westfield
35 Adams Rd	Public Housing	Public Housing	35 Adams Rd	1267	Williamstown
4 Columbia St	Public Housing	Public Housing	4 Columbia St	1220	Adams
47 Adams Rd	Public Housing	Public Housing	47 Adams Rd	1267	Williamstown
6 Main St	Public Housing	Public Housing	6 Main St	1240	Lenox
81 Conz St (Salvo House)	Public Housing	Public Housing	81 Conz St	1060	Northampton
Alice Burke Way	Public Housing	Public Housing	12 Alice Burke Way	1086	Westfield
Bridge Street House	Public Housing	Public Housing	96 Bridge Street	1060	Northampton
Brimfield Public Housing	Public Housing	Public Housing	Colonial Park Dr.	1010	Brimfield
Cahill Apartments	Public Housing	Public Housing	35 Fruit Street	1060	Northampton
Columbia Arms	Public Housing	Public Housing	65 Columbus Ave	1201	Pittsfield
Forsander Apartments	Public Housing	Public Housing	178 High Street	1062	Northampton
Franklin County Housing and Redevelopment Authority	Public Housing	Public Housing	42 Canal Rd	1376	Montague
Hampshire Heights	Public Housing	Public Housing	241 Jackson Street	1060	Northampton
MacDonald House	Public Housing	Public Housing	49 Old South St.	1060	Northampton
North Adams Housing Authority	Public Housing	Public Housing	150 Ashland St.	1247	North Adams
North Adams Housing Authority	Public Housing	Public Housing	48 Angeli St.	1247	North Adams
Providence Court	Public Housing	Public Housing	379 East Street	1201	Pittsfield
Squakheag Village	Public Housing	Public Housing	88 Main St	1360	Northfield
Tobin Manor	Public Housing	Public Housing	56 Maple Street	1062	Northampton
Adams Emergency Operations Center	Public Safety Entities	Emergency Operations Center	4 School St	1220	Adams
Adams Fire Dept.	Public Safety Entities	Fire	3 Columbia St	1220	Adams
Adams Police Dept	Public Safety Entities	Law Enforcement	4 School St	1220	Adams

Adams Police e911	Public Safety Entities	PSAP	4 School St	1220	Adams
Agawam e911 PSAP	Public Safety Entities	PSAP	681 Springfield St	1030	Agawam
Agawam Emergency Operations Center	Public Safety Entities	Emergency Operations Center	1000 Suffield St	1001	Agawam
Agawam Fire Station #2	Public Safety Entities	Fire	1200 Springfield St	1030	Agawam
Agawam Police Station	Public Safety Entities	Law Enforcement	681 Springfield St	1030	Agawam
Alford Emergency Operations Center	Public Safety Entities	Emergency Operations Center	5 Alford Center Rd	1230	Alford
Alford Fire Dept.	Public Safety Entities	Fire	86 N Egremont Rd	1230	Alford
Alford Police Dept	Public Safety Entities	Law Enforcement	5 Alford Center Rd	1230	Alford
Amherst Communications e911	Public Safety Entities	PSAP	111 Main St	1002	Amherst
Amherst Police Department	Public Safety Entities	Law Enforcement	111 Main St	1002	Amherst
Armory - Gardner	Public Safety Entities	Military Division / Massachusetts National Guard	323 W Broadway	1440	Gardner
Armory - Greenfield	Public Safety Entities	Military Division / Massachusetts National Guard	67 Hope St.	1301	Greenfield
Armory - Leominster	Public Safety Entities	Military Division / Massachusetts National Guard	21 Oak St	1453	Leominster
Armory - North Adams	Public Safety Entities	Military Division / Massachusetts National Guard	206 Ashland St	1247	North Adams
Armory - Westfield	Public Safety Entities	Military Division / Massachusetts National Guard	137 Franklin St	1085	Westfield
ASHFIELD Emergency Operations Center	Public Safety Entities	CHSB - Municipal	412 Main St	1330	Ashfield
Ashfield Fire Station	Public Safety Entities	Fire	420 Main St	1330	Ashfield
Ashfield Police Dept-Shelburne Falls	Public Safety Entities	Law Enforcement	412 Main St	1330	Ashfield
Athol E911	Public Safety Entities	PSAP	280 Exchange St	1331	Athol
Athol Fire	Public Safety Entities	Fire	2251 Main St	1331	Athol
Athol Fire E911 LS	Public Safety Entities	PSAP	2251 Main St	1331	Athol
Athol Police Department	Public Safety Entities	Law Enforcement	280 Exchange St	1331	Athol
Ayer E911	Public Safety Entities	PSAP	54 Park St	1432	Ayer
Ayer Emergency Operations Center	Public Safety Entities	Fire HQ	1 W Main St	1432	Ayer
Ayer Fire Department	Public Safety Entities	Fire	1 W Main St	1432	Ayer
Ayer Police Station	Public Safety Entities	Law Enforcement	54 Park St	1432	Ayer
Barre Emergency Operations Center	Public Safety Entities	Fire Station	50 Main St	1005	Barre
Barre Fire Department	Public Safety Entities	Fire	61 School St N	1005	Barre
Barre Police Dept	Public Safety Entities	Law Enforcement	40 West St	1005	Barre
Barre Police E911	Public Safety Entities	PSAP	40 West St	1005	Barre
Baystate Health Ambulance	Public Safety Entities	Ambulance	759 Chestnut St	1107	Springfield
Becket Fire Department	Public Safety Entities	Fire	108 Washington St	1223	Becket
Becket Fire Station #2	Public Safety Entities	Fire	629 Jacob's Ladder Rd	1223	Becket
Becket Police Department	Public Safety Entities	Law Enforcement	557 Main St	1223	Becket
BELCHERTOWN Fire Station	Public Safety Entities	Fire	10 N Main St	1007	Belchertown
Belchertown Police Dept	Public Safety Entities	Law Enforcement	70 State St	1007	Belchertown
Belchertown Police e911	Public Safety Entities	PSAP	70 State St	1007	Belchertown
Belchertown State Police C-7	Public Safety Entities	Unidentified	485 Winsor Dam Road	1007	Belchertown
Berkshire County Jail And House Of Correction	Public Safety Entities	Department of Corrections	467 Cheshire Rd	1201	Pittsfield
Bernardston Fire Department	Public Safety Entities	Fire	18 Church St	1337	Bernardston
Blandford Fire Dept	Public Safety Entities	Fire	93 Main St	1008	Blandford
Blandford Police Dept	Public Safety Entities	Law Enforcement	1 Russell Stage Rd	1008	Blandford
Brimfield Fire Dept.	Public Safety Entities	Fire	34A Wales Rd	1010	Brimfield
Brimfield Police Department	Public Safety Entities	Law Enforcement	34A Wales Rd	1010	Brimfield
Brookfield Fire Department	Public Safety Entities	Fire	4 Central St.	1506	Brookfield
Brookfield Police Dept	Public Safety Entities	Law Enforcement	3 Post Road	1506	Brookfield
Buckland Fire District	Public Safety Entities	Fire	3 Hodgen Rd	1338	Buckland
Buckland Police Station	Public Safety Entities	Law Enforcement	69 1/2 Conway St	1370	Buckland
Charlemont Fire Dept	Public Safety Entities	Fire	5 Factory Rd	1339	Charlemont
Charlemont Police Station	Public Safety Entities	Law Enforcement	2 Factory Rd	1339	Charlemont
Cheshire Fire Dept	Public Safety Entities	Fire	29 South St	1225	Cheshire
Cheshire Police Dept	Public Safety Entities	Law Enforcement	90 Church St	1225	Cheshire
Chester Fire Department Headquarters	Public Safety Entities	Fire	300 Rt 20	1011	Chester
Chester Police Dept	Public Safety Entities	Law Enforcement	15 Middlefield St	1011	Chester

CHESTERFIELD Fire Station	Public Safety Entities	Fire	5 North Rd	1012	Chesterfield
Chesterfield Police Dept-Davenport Sch	Public Safety Entities	Law Enforcement	422 Main Rd	1012	Chesterfield
CHICOPEE Fire E911 FS	Public Safety Entities	PSAP	80 Church St	1020	Chicopee
Chicopee Police Dept	Public Safety Entities	Law Enforcement	110 Church St	1020	Chicopee
Chicopee Police e911	Public Safety Entities	PSAP	110 Church St	1020	Chicopee
Clarksburg Fire Co.	Public Safety Entities	Fire	181 Cross Rd	1247	Clarksburg
Clarksburg Police Dept- North Adams Po	Public Safety Entities	Law Enforcement	111 River Rd	1247	Clarksburg
COA / Armory Building	Public Safety Entities	Unidentified	135 E Main St	1364	Orange
Colrain Fire Dept	Public Safety Entities	Fire	51 Main Rd	1340	Colrain
Colrain Police Station- Shelburn Falls	Public Safety Entities	Law Enforcement	55 Main Rd	1340	Colrain
Conway Ambulance Dept.	Public Safety Entities	Ambulance	15 Ashfield Rd	1341	Conway
Conway Fire Department Headquarters	Public Safety Entities	Fire	41 Ashfield Rd	1341	Conway
Conway Fire Station	Public Safety Entities	Fire	15 Ashfield Rd	1341	Conway
Conway Police Station	Public Safety Entities	Law Enforcement	32 Main St	1341	Conway
Cummington Fire Department	Public Safety Entities	Fire	8 Fairgrounds Rd.	1026	Cummington
Cummington Police Dept Adm	Public Safety Entities	Law Enforcement	8 Fairgrounds Rd.	1026	Cummington
Dalton Communications e911	Public Safety Entities	PSAP	462 Main St	1226	Dalton
Dalton Fire-Water Department	Public Safety Entities	Fire	20 Flansburg Ave	1226	Dalton
Dalton Police Department	Public Safety Entities	Law Enforcement	462 Main St	1226	Dalton
Dept of Fire Services - Western Mass Office	Public Safety Entities	Fire	1 Prince St	1060	Northampton
East Brookfield Fire Department	Public Safety Entities	Fire	273 East Main Street	1515	East Brookfield
East Brookfield Police Department	Public Safety Entities	Law Enforcement	122 Connie Mack Drive	1515	East Brookfield
East Longmeadow Police e911	Public Safety Entities	PSAP	160 Somers Rd	1028	East Longmeadow
East Longmeadow Police Station	Public Safety Entities	Law Enforcement	160 Somers Rd	1028	East Longmeadow
East Otis Fire Station	Public Safety Entities	Fire	10 Pine Rd.	1029	Otis
Easthampton Fire Department	Public Safety Entities	Fire	32 Payson Ave	1027	Easthampton
Easthampton Police Department	Public Safety Entities	Law Enforcement	32 Payson Ave	1027	Easthampton
Easthampton Police e911	Public Safety Entities	PSAP	32 Payson Ave	1027	Easthampton
Emergency Management	Public Safety Entities	Unidentified	37 Carter St.	1453	Leominster
Emergency Operations Center	Public Safety Entities	Fire	61 E Broadway	1440	Gardner
EOC - Ludlow Public Safety Complex	Public Safety Entities	Unidentified	612 Chapin St	1056	Ludlow
Erving Fire Station #1	Public Safety Entities	Fire	10 E Main St	1344	Erving
Erving Fire Station #2	Public Safety Entities	Fire	18 Moore St	1344	Erving
Erving Police Department	Public Safety Entities	Law Enforcement	71 French King Hwy	1344	Erving
Fire District9 (Erving S.F)	Public Safety Entities	Fire	200 East Main St	1344	Erving
Fire Headquarters	Public Safety Entities	Fire	800 Main St	1001	Agawam
Fitchburg EOC	Public Safety Entities	Fire Station	33 North St	1420	Fitchburg
Fitchburg Fire	Public Safety Entities	Fire	33 North St	1420	Fitchburg
Fitchburg Fire Department	Public Safety Entities	Fire	231 Fairmont St	1420	Fitchburg
Fitchburg Fire Department (2)	Public Safety Entities	Fire	42 John Fitch Hwy	1420	Fitchburg
Fitchburg Fire e911	Public Safety Entities	PSAP	33 North St	1420	Fitchburg
Fitchburg Police E911	Public Safety Entities	PSAP	20 Elm St	1420	Fitchburg
Fitchburg Police Station	Public Safety Entities	Law Enforcement	20 Elm St	1420	Fitchburg
Florida Fire Department	Public Safety Entities	Fire	139 Mohawk Trail	1247	Florida
Franklin County Jail	Public Safety Entities	Department of Corrections	160 Elm St	1301	Greenfield
Franklin County Sheriff's Office	Public Safety Entities	Law Enforcement	160 Elm St	1301	Greenfield
Franklin HOC - Community Corrections	Public Safety Entities	Department of Corrections	160 Elm St	1301	Greenfield
Gardner Fire Department	Public Safety Entities	Fire	70 City Hall Ave	1440	Gardner
Gardner Fire E911 LS	Public Safety Entities	PSAP	70 City Hall Ave	1440	Gardner
Gardner Police Department	Public Safety Entities	Law Enforcement	31 City Hall Ave	1440	Gardner
Gardner Police E911	Public Safety Entities	PSAP	31 City Hall Ave	1440	Gardner
Gill Public Safety Complex	Public Safety Entities	CHSB - Municipal	196 Main Rd	1354	Gill
Goshen Fire Department	Public Safety Entities	Fire	56 Main St	1032	Goshen
Goshen Police Dept	Public Safety Entities	Law Enforcement	40 Main St	1096	Goshen

Granby Fire Department Headquarters	Public Safety Entities	Fire	259 E State St	1033	Granby
Granby Police Dept.	Public Safety Entities	Law Enforcement	259 E State St	1033	Granby
Granby Police e911	Public Safety Entities	PSAP	259 E State St	1033	Granby
Granville Police Dept	Public Safety Entities	Law Enforcement	707 Main Rd	1034	Granville
Great Barrington Fire Department	Public Safety Entities	Fire	37 State Rd.	1230	Great Barrington
Great Barrington Police Department	Public Safety Entities	Law Enforcement	465 Main St	1230	Great Barrington
Great Barrington Police e911	Public Safety Entities	PSAP	465 Main St	1230	Great Barrington
Greenfield Fire Department	Public Safety Entities	Fire	412 Main St	1301	Greenfield
Greenfield Fire E911 LS	Public Safety Entities	PSAP	412 Main St	1301	Greenfield
Greenfield Police Dept	Public Safety Entities	Law Enforcement	321 High St	1301	Greenfield
Greenfield Police e911	Public Safety Entities	PSAP	321 High St	1301	Greenfield
Hadley Police e911	Public Safety Entities	PSAP	15 East St	1035	Hadley
Hampden - Civil Process	Public Safety Entities	Sheriffs	1170 Main St	1103	Springfield
Hampden County Correctional Alcohol Center	Public Safety Entities	Department of Corrections	26 Howard St	1105	Springfield
Hampden County Jail and House of Correction	Public Safety Entities	Department of Corrections	627 Randall Rd	1056	Ludlow
Hampden Fire Department Headquarters	Public Safety Entities	Fire	19 N Rd	1036	Hampden
Hampden HOC - Women's Center	Public Safety Entities	Department of Corrections	701 Center St	1013	Chicopee
Hampden Police Dept	Public Safety Entities	Law Enforcement	625 Main St	1036	Hampden
Hampden Police e911	Public Safety Entities	PSAP	625 Main St	1036	Hampden
Hampshire County Jail and House of Correction-Depto	Public Safety Entities	Department of Corrections	205 Rocky Hill Rd	1062	Northampton
Hancock Fire Department Headquarters	Public Safety Entities	Fire	3276 Hancock Rd	1237	Hancock
Hardwick Fire	Public Safety Entities	Fire	165 Petersham Rd	1037	Hardwick
Hardwick Police	Public Safety Entities	Law Enforcement	307 Main St	1031	Hardwick
Hatfield Fire Department	Public Safety Entities	Fire	59 Main St	1038	Hatfield
Hatfield Police Department	Public Safety Entities	Law Enforcement	59 Main St	1038	Hatfield
Heath Police Dept- Shelburne Falls	Public Safety Entities	Law Enforcement	1 E Main St	1340	Heath
Hinsdale Fire Station	Public Safety Entities	Fire	134 Maple St	1235	Hinsdale
Hinsdale Police Dept	Public Safety Entities	Law Enforcement	39 South St	1235	Hinsdale
Hinsdale Youth Center	Public Safety Entities	Fire	95 Maple St	1235	Hinsdale
HOLYOKE Fire Department Headquarters	Public Safety Entities	Fire	600 High St	1040	Holyoke
HOLYOKE Fire E911 LS	Public Safety Entities	PSAP	600 High St	1040	Holyoke
Holyoke Police Department	Public Safety Entities	Law Enforcement	138 Appleton St	1040	Holyoke
Holyoke Police e911	Public Safety Entities	PSAP	138 Appleton St	1040	Holyoke
HUNTINGTON Fire Station	Public Safety Entities	Fire	8 Russell Rd	1032	Huntington
Huntington Town Hall/ Police Station	Public Safety Entities	Law Enforcement	24 Russell Rd.	1050	Huntington
LANESBOROUGH Fire Station	Public Safety Entities	Fire	180 S Main St	1237	Lanesborough
Lanesborough Police Dept	Public Safety Entities	Law Enforcement	3 Prospect St	1237	Lanesborough
Lee Central Fire Station	Public Safety Entities	Fire	179 Main St	1238	Lee
Lee Communications e911	Public Safety Entities	PSAP	32 Main St	1238	Lee
Lee Police Department	Public Safety Entities	Law Enforcement	32 Main St	1238	Lee
Lenox (New) Fire Station	Public Safety Entities	Fire	399 Pittsfield Rd	1240	Lenox
Lenox Central Fire Station	Public Safety Entities	Fire	14 Walker St	1240	Lenox
Lenox Police Department	Public Safety Entities	Law Enforcement	6 Walker St	1240	Lenox
Leominster Fire Department	Public Safety Entities	Fire	534 Main St	1453	Leominster
Leominster Fire Department (2)	Public Safety Entities	Fire	19 Church St.	1453	Leominster
Leominster Fire E911 LS	Public Safety Entities	PSAP	19 Church St.	1453	Leominster
Leominster Police Department	Public Safety Entities	Law Enforcement	29 Church St	1453	Leominster
Leominster Police E911	Public Safety Entities	PSAP	29 Church St	1453	Leominster
Leverett Police Department	Public Safety Entities	Law Enforcement	95 Montague Rd	1054	Leverett
LEYDEN Fire Station	Public Safety Entities	Fire	16 W Leyden Rd	1337	Leyden
Leyden Police Dept	Public Safety Entities	Law Enforcement	16 W Leyden Rd	1337	Leyden
Longmeadow Police e911	Public Safety Entities	PSAP	34 Williams St	1106	Longmeadow
Ludlow Fire Department Headquarters	Public Safety Entities	Fire	612 Chapin St	1056	Ludlow
Ludlow Fire E911 LS	Public Safety Entities	PSAP	612 Chapin St	1056	Ludlow



Ludlow Police Dept	Public Safety Entities	Law Enforcement	612 Chapin St	1056	Ludlow
Ludlow Police e911	Public Safety Entities	PSAP	612 Chapin St	1056	Ludlow
Lunenburg Fire E911	Public Safety Entities	PSAP	655 Massachusetts Avenue	1462	Lunenburg
Lunenburg Public Safety Building	Public Safety Entities	Unidentified	655 Massachusetts Avenue	1462	Lunenburg
Mass State Police Barracks C-3	Public Safety Entities	Law Enforcement	21 S Maple St	1506	Brookfield
Massachusetts Emergency Management Agency - Regi	Public Safety Entities	Massachusetts Emergency Management Agency	1002 Suffield St	1001	Agawam
Massachusetts State Police Academy	Public Safety Entities	Department of State Police	340 W Brookfield Rd	1531	New Braintree
Massachusetts State Police E911	Public Safety Entities	PSAP	340 W Brookfield Rd	1531	New Braintree
MEMA (local director)	Public Safety Entities	Unidentified	3 Elm st	1436	Templeton
Middlefield Fire Department	Public Safety Entities	Fire	6 Bell Rd	1011	Middlefield
Middlefield Police Department	Public Safety Entities	Law Enforcement	188 Skyline Trail	1243	Middlefield
MONROE Fire Station	Public Safety Entities	Fire	3 School St	1350	Monroe
MONSON Fire Station	Public Safety Entities	Fire	200 Main St	1057	Monson
Monson Police e911	Public Safety Entities	PSAP	110 Main St	1057	Monson
Montague Fire E911 LS	Public Safety Entities	PSAP	180 Turnpike Rd	1351	Montague
Montague Police Department	Public Safety Entities	Law Enforcement	180 Turnpike Rd	1351	Montague
Montague Police E911	Public Safety Entities	PSAP	180 Turnpike Rd	1351	Montague
Monterey Fire Station	Public Safety Entities	Fire	411 Main St	1245	Monterey
Monterey Police Department	Public Safety Entities	Law Enforcement	435 Main St	1245	Monterey
MONTGOMERY Fire Station	Public Safety Entities	Fire	154 Main Rd	1085	Montgomery
Mt. Wilcox	Public Safety Entities	Tower	Mt. Wilcox	1245	Monterey
New Ashford Fire Department	Public Safety Entities	Fire	4 Ingraham Rd	1237	New Ashford
New Braintree Fire Department	Public Safety Entities	Fire	110 W Brookfield Rd	1531	New Braintree
New Braintree Police Dept	Public Safety Entities	Law Enforcement	20 Memorial Dr	1531	New Braintree
New Marlborough Fire Department	Public Safety Entities	Fire	205 Norfolk Rd.	1230	New Marlborough
NEW SALEM Fire Station	Public Safety Entities	Fire	33 S Main St	1355	New Salem
New Salem Town Police Dept	Public Safety Entities	Law Enforcement	19 S Main St	1355	New Salem
North Adams Fire Dept	Public Safety Entities	Fire	11 Summer St	1247	North Adams
North Adams Police Dept	Public Safety Entities	Law Enforcement	11 Summer St	1247	North Adams
North Adams Police e911	Public Safety Entities	PSAP	11 Summer St	1247	North Adams
North Fire Station	Public Safety Entities	Fire	175 Egremont Plain Road	1230	Egremont
North Leverett Fire Station	Public Safety Entities	Fire	149 North Leverett Rd.	1054	Leverett
Northampton Police Dept	Public Safety Entities	Law Enforcement	29 Center St	1060	Northampton
Northampton Police E911	Public Safety Entities	PSAP	26 Carlon Dr	1060	Northampton
Northampton State Police e911	Public Safety Entities	PSAP	555 N King St	1060	Northampton
Northfield Fire Department	Public Safety Entities	Fire	93 Main St	1360	Northfield
Northfield Police Dept	Public Safety Entities	Law Enforcement	69 Main St	1360	Northfield
Orange Fire Department Headquarters	Public Safety Entities	Fire	18 Water St	1364	Orange
Orange Fire E911 LS	Public Safety Entities	PSAP	18 Water St	1364	Orange
Orange Police Dept	Public Safety Entities	Law Enforcement	400 E River St	1364	Orange
Otis Center Fire Department	Public Safety Entities	Fire	15 S Main Rd	1253	Otis
Otis Police Dept	Public Safety Entities	Law Enforcement	1 N Main Rd	1253	Otis
Palmer Fire Station	Public Safety Entities	Fire	12 Walnut St	1069	Palmer
Palmer Police Dept	Public Safety Entities	Law Enforcement	4417 Main St	1069	Palmer
Palmer Police e911	Public Safety Entities	PSAP	4417 Main St	1069	Palmer
Parole Office/RRC - Region 5	Public Safety Entities	Parole Board	436 Dwight St	1103	Springfield
Pelham Fire Station	Public Safety Entities	Fire	2 S Valley Rd	1002	Pelham
Petersham Fire Department	Public Safety Entities	Fire	16 East St	1366	Petersham
Petersham Police Station	Public Safety Entities	Law Enforcement	15 East St	1366	Petersham
Phillipston Fire Department	Public Safety Entities	Fire	90 State Rd	1331	Phillipston
Phillipston Police Station	Public Safety Entities	PSAP	40 The Common	1331	Phillipston
Pittsfield Fire Dept	Public Safety Entities	Fire	74 Columbus Ave	1201	Pittsfield
Pittsfield Fire Station-Engine One	Public Safety Entities	Fire	311 W Housatonic St	1201	Pittsfield
Pittsfield Police Department	Public Safety Entities	Law Enforcement	39 Allen St	1201	Pittsfield

Pittsfield Police E911	Public Safety Entities	PSAP	467 Cheshire Rd	1201	Pittsfield
Plainfield Police Department	Public Safety Entities	Law Enforcement	315 Main St	1070	Plainfield
Plainfield Public Safety Complex	Public Safety Entities	Fire Station	38 N Central St	1070	Plainfield
Police Department	Public Safety Entities	Law Enforcement	8 Conway St	1373	Deerfield
Police Department-SHUTESBURY	Public Safety Entities	Law Enforcement	1 Cooleyville Rd	1072	Shutesbury
Police Department-SOUTHWICK	Public Safety Entities	Law Enforcement	11 Depot St	1077	Southwick
Police Dept.-PERU	Public Safety Entities	Law Enforcement	3 E Main Rd	1235	Peru
Police Headquarters-WESTFIELD	Public Safety Entities	Law Enforcement	15 Washington St	1085	Westfield
Police Station-BERNARDSTON	Public Safety Entities	Law Enforcement	256 South St	1337	Bernardston
Police Station-MONSON	Public Safety Entities	Law Enforcement	110 Main St	1057	Monson
Police Station-MONTGOMERY	Public Safety Entities	Law Enforcement	161 Main Rd	1085	Montgomery
Police Station-NEW MARLBOROUGH	Public Safety Entities	Law Enforcement	807 Mill River- Southfield Road	1230	New Marlborough
Police Station-PELHAM	Public Safety Entities	Law Enforcement	2 S Valley Rd	1002	Pelham
Police Station-TOLLAND	Public Safety Entities	Law Enforcement	204 W Granville Rd	1034	Tolland
Police Station-WESTFIELD-Court	Public Safety Entities	Law Enforcement	59 Court St	1085	Westfield
Police Station-WILBRAHAM	Public Safety Entities	Law Enforcement	16 Main St	1095	Wilbraham
Princeton Fire Department	Public Safety Entities	Fire	8 Town Hall Dr	1541	Princeton
Princeton Police Dept	Public Safety Entities	Law Enforcement	8 Town Hall Dr	1541	Princeton
Princeton Police E911	Public Safety Entities	PSAP	8 Town Hall Dr	1541	Princeton
Public Safety Answering Point - E911	Public Safety Entities	PSAP	39 Allen St	1201	Pittsfield
Public Safety Communications - Cheshire	Public Safety Entities	Radio Tower	1141 N State Rd	1225	Cheshire
Public Safety Communications - North Adams	Public Safety Entities	Radio Tower	Mohawk Trail	1247	North Adams
Public Safety Communications - Peru	Public Safety Entities	Radio Tower	Hicking Botham Rd	1235	Peru
Public Safety Communications - Princeton	Public Safety Entities	Radio Tower	Mt Wachusett	1541	Princeton
Public Safety Communications - Russell	Public Safety Entities	Radio Tower	90 Westfield Rd	1070	Russell
Public Safety Communications - Shelburne	Public Safety Entities	Radio Tower	Cooper Ln	1370	Shelburne
Public Safety Communications - Warwick	Public Safety Entities	Radio Tower	Mount Grace State Forest	1378	Warwick
Public Safety Communications- Montague	Public Safety Entities	Radio Tower	Off Ellis Rd	1349	Montague
Public Safety Complex	Public Safety Entities	Unidentified	15 East St	1035	Hadley
Rowe Emergency Operations Center	Public Safety Entities	Emergency Operations Center	4 Sibley Rd	1367	Rowe
Rowe Fire Department	Public Safety Entities	Fire	4 Sibley Rd	1367	Rowe
Rowe Police Department	Public Safety Entities	Law Enforcement	321 Zoar Rd	1367	Rowe
Royalston Fire Dept	Public Safety Entities	Fire	17 Main St	1368	Royalston
Russell Fire Department	Public Safety Entities	Fire	162 Main St	1085	Russell
Russell Police Department	Public Safety Entities	Law Enforcement	155 Highland Ave	1070	Russell
SANDISFIELD Fire Station #1	Public Safety Entities	Fire	79 S Main St	1255	Sandisfield
SANDISFIELD Fire Station #2	Public Safety Entities	Fire	207 Sandisfield Rd	1255	Sandisfield
Sandisfield Police Dept	Public Safety Entities	Law Enforcement	3 Silverbrook Rd	1255	Sandisfield
Savoy Fire Department	Public Safety Entities	Fire	17 Center Rd	1256	Savoy
Savoy Police Department	Public Safety Entities	Law Enforcement	720 Main Rd	1256	Savoy
Sheffield Fire Department	Public Safety Entities	Fire	65 Depot Square	1257	Sheffield
Sheffield Police Dept	Public Safety Entities	Law Enforcement	10 S Main St	1257	Sheffield
Shelburn Falls Fire Rescue EMS	Public Safety Entities	Fire	121 State St	1370	Buckland
Shelburne Center Fire Station	Public Safety Entities	Fire	18 Little Mohawk Rd	1340	Shelburne
Shelburne Falls Fire Station	Public Safety Entities	Fire	121 State St	1370	Buckland
Shelburne Falls State Police e911	Public Safety Entities	PSAP	289 Mohawk Trail	1370	Shelburne
Shelburne Police Dept	Public Safety Entities	Law Enforcement	51 Bridge St	1370	Shelburne
Sheriff's Department - Berkshire	Public Safety Entities	Law Enforcement	467 Cheshire Rd	1201	Pittsfield
Sheriff's Department - Hampden	Public Safety Entities	Law Enforcement	627 Randall Rd	1056	Ludlow
Sherriff's Department Hampshire	Public Safety Entities	Sheriffs	492 Pleasant St	1060	Northampton
Sherriff's Department Hampshire	Public Safety Entities	Sheriffs	205 Rocky Hill Rd	1062	Northampton
Sherriff's Department Worcester	Public Safety Entities	Sheriffs	19 Fairmount St	1420	Fitchburg
Shirley Communications E911	Public Safety Entities	PSAP	11 Keady Way	1464	Shirley
Shirley Fire Department	Public Safety Entities	Fire	8 Leominster Rd	1464	Shirley

Shirley Police Department	Public Safety Entities	Law Enforcement	11 Keady Way	1464	Shirley
SHUTESBURY Fire Station	Public Safety Entities	Fire	42 Leverett Rd	1072	Shutesbury
SIXTEEN ACRES FIRE STATION #12	Public Safety Entities	Fire	1265 PARKER ST.	1129	Springfield
South Deerfield Fire Station	Public Safety Entities	Fire	84 Greenfield Rd	1373	Deerfield
South Fire Station	Public Safety Entities	Fire	36 Main Street	1230	Egremont
South Hadley Police Department	Public Safety Entities	Law Enforcement	41 Bridge St	1075	South Hadley
South Hadley Police e911	Public Safety Entities	PSAP	41 Bridge St	1075	South Hadley
Southampton Fire Department	Public Safety Entities	Fire	201 College Hwy	1073	Southampton
Southampton Police Department	Public Safety Entities	Law Enforcement	8 East St	1073	Southampton
Southampton Police e911	Public Safety Entities	PSAP	8 East St	1073	Southampton
Southern Berkshire Ambulance	Public Safety Entities	Ambulance	29 Lewis Ave	1230	Great Barrington
SOUTHWICK Fire Station	Public Safety Entities	Fire	15 Depot St	1077	Southwick
Southwick Police e911	Public Safety Entities	PSAP	11 Depot St	1077	Southwick
Souza-Baranowski Correctional Center	Public Safety Entities	Department of Corrections	Harvard Rd	1464	Shirley
Springfield Fire Department - 15 Odessa	Public Safety Entities	Fire	15 Odessa St	1151	Springfield
SPRINGFIELD POLICE ACADEMY	Public Safety Entities	Law Enforcement	50 EAST ST.	1104	Springfield
Springfield Police Department Headquarters	Public Safety Entities	Law Enforcement	130 Pearl St	1105	Springfield
Springfield Police e911	Public Safety Entities	PSAP	130 Pearl St	1105	Springfield
State Police - Station B-1, Lee	Public Safety Entities	Law Enforcement	215 Laurel St	1238	Lee
State Police - Station B-2, Shelburne Falls	Public Safety Entities	Law Enforcement	289 Mohawk Trail	1370	Shelburne
State Police - Station B-3, Springfield	Public Safety Entities	Law Enforcement	600 Liberty St	1104	Springfield
State Police - Station B-4, Cheshire	Public Safety Entities	Law Enforcement	1141 N State Rd	1225	Cheshire
State Police - Station C-1, Athol	Public Safety Entities	Law Enforcement	2289 Main St	1331	Athol
State Police - Station C-4, Leominster	Public Safety Entities	Law Enforcement	30 Haws St	1453	Leominster
State Police Crime Scene Services Section - Springfield	Public Safety Entities	Law Enforcement	190 Carando Dr	1104	Springfield
State Police Detective Unit - Berkshire	Public Safety Entities	Law Enforcement	7 North St	1201	Pittsfield
State Police E911	Public Safety Entities	PSAP	270 Barnum Rd	1432	Ayer
State Police HQ, Station C-9, Devens	Public Safety Entities	Law Enforcement	59 Buena Vista St	1432	Ayer
State Police Russell	Public Safety Entities	Law Enforcement	90 Westfield Rd	1070	Russell
State Police Station C-5, Sturbridge	Public Safety Entities	Law Enforcement	315 Charlton Rd	1566	Sturbridge
State Police Station E-3, Westfield	Public Safety Entities	Law Enforcement	75 Sargent T M Dion Way	1085	Westfield
Stockbridge Fire Department	Public Safety Entities	Fire	1 East St	1238	Stockbridge
Stockbridge Police Dept	Public Safety Entities	Law Enforcement	50 Main St	1262	Stockbridge
Sturbridge Fire Department	Public Safety Entities	Fire	346 Main St	1566	Sturbridge
Sturbridge Fire E911 LS	Public Safety Entities	PSAP	346 Main St	1566	Sturbridge
Sturbridge Police Dept	Public Safety Entities	Law Enforcement	346 Main St	1566	Sturbridge
Sturbridge Police E911	Public Safety Entities	PSAP	346 Main St	1566	Sturbridge
Sunderland Fire Dept	Public Safety Entities	Fire	105 River Road	1375	Sunderland
Sunderland Police	Public Safety Entities	Law Enforcement	105 River Road	1375	Sunderland
Templeton Fire Department	Public Safety Entities	Fire	The Common In Templeton	1468	Templeton
Templeton Fire Dept	Public Safety Entities	Fire	2 School St	1436	Templeton
Templeton Police Dept	Public Safety Entities	Law Enforcement	33 South Rd	1468	Templeton
Templeton Police E911	Public Safety Entities	PSAP	33 South Rd	1468	Templeton
Tolland Municipal Safety Complex	Public Safety Entities	Unidentified	204 W Granville Rd	1034	Tolland
Troop B Headquarters	Public Safety Entities	Department of State Police	555 N King St	1060	Northampton
Turners Falls Fire Department	Public Safety Entities	Fire	180 Turnpike Rd	1351	Montague
Tyringham Fire Station	Public Safety Entities	Fire	100 Main Rd	1264	Tyringham
Tyringham Police Station	Public Safety Entities	Law Enforcement	116 Main Rd	1264	Tyringham
Ware Police Department & EOC	Public Safety Entities	Law Enforcement	22 North St	1082	Ware
Ware Police e911	Public Safety Entities	PSAP	22 North St	1082	Ware
Warren Fire Department HQ	Public Safety Entities	Fire	1012 Main Street	1585	Warren
Warwick Fire Department	Public Safety Entities	Fire	1 Hastings Pond Rd	1378	Warwick
Warwick PD	Public Safety Entities	CHSB - Municipal	24 Orange Rd	1378	Warwick
Washington Police Dept	Public Safety Entities	Law Enforcement	8 Summit Hill Rd	1223	Washington

Wendell Fire Station	Public Safety Entities	Unidentified	3 Jackie Lane	1379	Wendell
Wendell Police Station	Public Safety Entities	Law Enforcement	6 Center st	1379	Wendell
West Brookfield Fire Department	Public Safety Entities	Fire	3 Cottage	1585	West Brookfield
West Brookfield Police Dept	Public Safety Entities	Law Enforcement	2 E Main St	1585	West Brookfield
West Springfield Police Department	Public Safety Entities	Law Enforcement	26 Central St	1089	West Springfield
West Springfield Police e911	Public Safety Entities	PSAP	26 Central St	1089	West Springfield
West Stockbridge Fire Department	Public Safety Entities	Fire	24 Albany Rd	1266	West Stockbridge
West Stockbridge Police Station	Public Safety Entities	Law Enforcement	21 State Line Rd	1266	West Stockbridge
Western MA Regional Police Academy	Public Safety Entities	Law Enforcement	1 Armory Sq	1105	Springfield
Westfield Emergency Management	Public Safety Entities	Emergency Operations Center	179 Apremont Way	1085	Westfield
WESTFIELD Fire Department Headquarters	Public Safety Entities	Fire	34 Broad St	1085	Westfield
Westfield Fire Station	Public Safety Entities	Unidentified	339 Western Ave	1085	Westfield
Westfield Fire Station #2	Public Safety Entities	Unidentified	366 Little River Rd	1085	Westfield
WESTFIELD Fire Station #3	Public Safety Entities	Fire	129 Southampton Rd	1085	Westfield
Westfield Police e911	Public Safety Entities	PSAP	179 Apremont Way	1085	Westfield
Westhampton Fire Department	Public Safety Entities	Fire	48 Stage Rd	1027	Westhampton
Westhampton Police Department	Public Safety Entities	Law Enforcement	48 Stage Rd	1027	Westhampton
Westminster Fire Department	Public Safety Entities	Fire	7 South St	1473	Westminster
Westminster Police E911	Public Safety Entities	PSAP	7 South St	1473	Westminster
Westminster Police Station	Public Safety Entities	Law Enforcement	7 South St	1473	Westminster
Whately Fire Department	Public Safety Entities	Fire	63 Christian Ln	1373	Whately
Whately PD	Public Safety Entities	CHSB - Municipal	77 Christian Ln	1373	Whately
Wilbraham Fire Station #2	Public Safety Entities	Fire	6 Woodland Dell	1095	Wilbraham
WILBRAHAM Fire Station, Headquarters	Public Safety Entities	Fire	2770 Boston Rd	1095	Wilbraham
Wilbraham Police e911	Public Safety Entities	PSAP	16 Main St	1095	Wilbraham
Williamsburg Fire Station #1	Public Safety Entities	Fire	5 N Main St	1096	Williamsburg
Williamsburg Fire Station #2	Public Safety Entities	Fire	16 S Main St	1039	Williamsburg
Williamsburg Police Department	Public Safety Entities	Law Enforcement	16 S Main St	1039	Williamsburg
Williamstown Fire Station	Public Safety Entities	Fire	34 Water St	1267	Williamstown
Williamstown Police Department	Public Safety Entities	Law Enforcement	31 North St	1267	Williamstown
Williamstown Police e911	Public Safety Entities	PSAP	31 North St	1267	Williamstown
Windsor Fire/Ambulance Dept	Public Safety Entities	Ambulance	2025 Route 9	1226	Windsor
Windsor Police Station	Public Safety Entities	Law Enforcement	1890 Rt 9	1270	Windsor
Worthington Fire Station	Public Safety Entities	Fire	51 Huntington Rd	1098	Worthington
Worthington Police Dept	Public Safety Entities	Law Enforcement	51 Huntington Rd	1098	Worthington
Abbott Memorial	Schools (K-12)	K12	56 N County Rd	1247	Florida
Academy Middle School-A. Longsjø	Schools (K-12)	K12	98 Academy Street	1420	Fitchburg
Administration Office for Frontier Region and Union 3	Schools (K-12)	K12	219 Christian Lane	1373	Deerfield
Agawam High	Schools (K-12)	K12	760 Cooper St	1001	Agawam
Amherst Regional High School	Schools (K-12)	K12	21 Mattoon Street	1002	Amherst
Athol High School	Schools (K-12)	K12	2363 Main St	1331	Athol
Athol-Royalston Middle School	Schools (K-12)	K12	1062 Pleasant St	1331	Athol
Becket Washington School	Schools (K-12)	K12	12 Maple St	1223	Becket
Berkshire Arts and Technology Charter Public School	Schools (K-12)	K12	1 Commercial St	1220	Adams
Berkshire Center	Schools (K-12)	K12	40 Main St	1238	Lee
Berkshire Trail Elem	Schools (K-12)	K12	2 Main St	1026	Cummington
Bernardston Elementary	Schools (K-12)	K12	37 School Rd	1337	Bernardston
Brayton (school in North Adams)	Schools (K-12)	K12	20 Barbour St	1247	North Adams
Brimfield Elementary	Schools (K-12)	K12	22 Wales Rd	1010	Brimfield
Brookfield Elementary	Schools (K-12)	K12	37 Central Street	1506	Brookfield
Brooks House	Schools (K-12)	K12	1033 Massachusetts Avenue	1462	Lunenburg
Buckland-Shelburne Elementary	Schools (K-12)	K12	75 Mechanic St	1370	Shelburne
Butterfield (school in Orange)	Schools (K-12)	K12	94 S Main St	1364	Orange
Center Elementary School	Schools (K-12)	K12	9 School St	1027	Easthampton

Charles McCann Voc Tech	Schools (K-12)	K12	70 Hodges Cross Rd	1247	North Adams
Cheshire Elementary	Schools (K-12)	K12	191 Church St	1225	Cheshire
Chester Elementary	Schools (K-12)	K12	325 Middlefield Rd	1011	Chester
Clarke School	Schools (K-12)	K12	47 Round Hill Rd	1060	Northampton
Clarksburg Elementary	Schools (K-12)	K12	777 Cross Rd	1247	Clarksburg
Colrain Central	Schools (K-12)	K12	22 Jacksonville Rd	1340	Colrain
Conte Middle School (Colegrove Park Elementary)	Schools (K-12)	K12	24 Church St	1247	North Adams
Converse Middle	Schools (K-12)	K12	24 Converse St	1069	Palmer
Conway Grammar	Schools (K-12)	K12	24 Fournier Rd	1341	Conway
Craneville Elementary School	Schools (K-12)	K12	71 Park Ave	1226	Dalton
Crosby (school in Pittsfield)	Schools (K-12)	K12	517 West St	1201	Pittsfield
Deerfield Elementary School	Schools (K-12)	K12	21 Pleasant St	1373	Deerfield
Dexter Park	Schools (K-12)	K12	3 Dexter St	1364	Orange
Drury High	Schools (K-12)	K12	1130 South Church St	1247	North Adams
East Brookfield Elementary School	Schools (K-12)	K12	410 E. Main Street	1515	East Brookfield
East Templeton Town Offices	Schools (K-12)	K12	160 Patriots rd	1438	Templeton
Easthampton High	Schools (K-12)	K12	70 Williston Ave	1027	Easthampton
Education Center	Schools (K-12)	K12	8 West Main St.	1247	North Adams
Egremont Elementary School	Schools (K-12)	K12	84 Egremont Ave	1201	Pittsfield
Erving Elementary School	Schools (K-12)	K12	28 Northfield Rd	1344	Erving
Farmington River Elem	Schools (K-12)	K12	555 N Main Rd	1253	Otis
Federal St.. Elementary School	Schools (K-12)	K12	125 Federal St	1301	Greenfield
Fisher Hill	Schools (K-12)	K12	59 Dexter St	1364	Orange
FLLAC Collaborative - Caldwell Alternative School	Schools (K-12)	K12	44 Wanoosnoc Rd	1420	Fitchburg
Four Corners School	Schools (K-12)	K12	21 Ferrante Ave	1301	Greenfield
Four Rivers Charter Public School	Schools (K-12)	K12	248 Colrain Rd	1301	Greenfield
Franklin County Tech	Schools (K-12)	K12	82 Industrial Blvd	1376	Montague
Frontier Regional School	Schools (K-12)	K12	113 North Main St	1373	Deerfield
Full Circle	Schools (K-12)	K12	21 Parmenter Rd	1337	Bernardston
Gardner Alternative High School	Schools (K-12)	K12	75 East Broadway Street	1440	Gardner
Gardner Middle School	Schools (K-12)	K12	297 Catherine Street	1440	Gardner
Gateway Regional High School, Junior High School an	Schools (K-12)	K12	12 Littleville Rd	1050	Huntington
Gill Elem	Schools (K-12)	K12	48 Boyle Rd	1376	Gill
Granby Jr Sr High Sch	Schools (K-12)	K12	385 E. State St	1033	Granby
Granite Valley Middle	Schools (K-12)	K12	21 Thompson St	1057	Monson
Granville Village	Schools (K-12)	K12	409 Main Rd	1034	Granville
Great Falls Middle	Schools (K-12)	K12	224 Turnpike Rd	1351	Montague
Green Meadows Elem	Schools (K-12)	K12	38 N Rd	1036	Hampden
Green River School	Schools (K-12)	K12	62 Meridian St.	1301	Greenfield
Greenfield High	Schools (K-12)	K12	21 BARR AVE	1301	Greenfield
Greenfield Middle	Schools (K-12)	K12	195 Federal St	1301	Greenfield
Greylock	Schools (K-12)	K12	100 Phelps Ave	1247	North Adams
Hadley Elementary School	Schools (K-12)	K12	21 River Drive	1035	Hadley
Hampshire Educational Collaborative - Ferederal Street	Schools (K-12)	K12	125 Federal St	1301	Greenfield
Hampshire Educational Collaborative - Goss Secure Tr	Schools (K-12)	K12	97 Hawley St	1060	Northampton
Hampshire Educational Collaborative - HEC Academy	Schools (K-12)	K12	228 Pleasant St	1060	Northampton
Hampshire Reg High	Schools (K-12)	K12	19 Stage Rd	1027	Westhampton
Hancock School	Schools (K-12)	K12	3080 Hancock Rd	1267	Hancock
Hatfield Elementary	Schools (K-12)	K12	33 Main St	1038	Hatfield
Hawlemont Reg	Schools (K-12)	K12	10 School St	1339	Charlemont
Heath Elementary	Schools (K-12)	K12	18 Jacobs Rd	1346	Heath
Helen James	Schools (K-12)	K12	16 Main St	1096	Williamsburg
Hillcrest Center	Schools (K-12)	K12	349 Old Stockbridge Rd	1240	Lenox
Hilltown Cooperative Charter Public School	Schools (K-12)	K12	132 Main St	1039	Williamsburg

Hoosac Valley High	Schools (K-12)	K12	125 Savoy Rd	1225	Cheshire
Hopkins Academy Public High School	Schools (K-12)	K12	125 Russell St	1035	Hadley
Housatonic Academy	Schools (K-12)	K12	1450 W Housatonic St	1201	Pittsfield
John T Reid Middle	Schools (K-12)	K12	950 North St	1201	Pittsfield
Kittredge	Schools (K-12)	K12	80 Maple St	1235	Hinsdale
Lanesborough Elementary	Schools (K-12)	K12	188 Summer St	1237	Lanesborough
Lee Middle/High School	Schools (K-12)	K12	300 Greylock St	1238	Lee
Lenox Memorial High	Schools (K-12)	K12	197 East St	1240	Lenox
Leverett Elementary	Schools (K-12)	K12	85 Montague Rd	1054	Leverett
Lipton Academy School	Schools (K-12)	K12	100 Erdman Way	1453	Leominster
Longmeadow High School	Schools (K-12)	K12	95 Grassy Gutter Rd	1106	Longmeadow
Lower Pioneer Valley Educational Collaborative - Al	Schools (K-12)	K12	174 Brush Hill Ave	1089	West Springfield
Lunenburg High School	Schools (K-12)	K12	1079 Massachusetts Avenue	1462	Lunenburg
Lura A White	Schools (K-12)	K12	34 Lancaster Rd	1464	Shirley
Maple Street School	Schools (K-12)	K12	7 Chapel Street	1027	Easthampton
Minnechaug Regional High	Schools (K-12)	K12	621 Main Street	1095	Wilbraham
Mohawk Trail Reg High	Schools (K-12)	K12	26 Ashfield Rd	1370	Buckland
Monson High School	Schools (K-12)	K12	55 Margaret Street	1057	Monson
Montachusett Reg Voc Tech	Schools (K-12)	K12	1050 Westminster Street	1420	Fitchburg
Monument Valley Regional Middle School	Schools (K-12)	K12	313 Monument Valley Rd	1230	Great Barrington
Morningside Comm Sch	Schools (K-12)	K12	100 Burbank St	1201	Pittsfield
Morris	Schools (K-12)	K12	129 West St	1240	Lenox
Mt Everett Regional	Schools (K-12)	K12	491 Berkshire School Rd	1257	Sheffield
Mt Greylock Reg High	Schools (K-12)	K12	1781 Cold Spring Rd	1267	Williamstown
Narragansett middle school	Schools (K-12)	K12	460 Baldwinville Rd	1436	Templeton
Narragansett Regional High School	Schools (K-12)	K12	464 Baldwinville Rd	1436	Templeton
Narragansett regional school district central office	Schools (K-12)	K12	462 Baldwinville Rd	1436	Templeton
Neil A Pepin Elementary School	Schools (K-12)	K12	4 Park St	1027	Easthampton
Nessacus Regional Middle School	Schools (K-12)	K12	35 Fox Rd	1226	Dalton
New Braintree Grade School	Schools (K-12)	K12	15 Memorial Drive	1531	New Braintree
New Hingham Regional Elem	Schools (K-12)	K12	30 Smith Rd	1012	Chesterfield
New Marlborough Central School	Schools (K-12)	K12	44 Hartsville-Mill River Road	1230	New Marlborough
Newton School	Schools (K-12)	K12	70 Shelburne Rd	1301	Greenfield
Northampton High	Schools (K-12)	K12	380 Elm Street	1060	Northampton
Northfield Elementary	Schools (K-12)	K12	104 Main St	1360	Northfield
Off-Campus Program	Schools (K-12)	K12	931 South Church St.	1247	North Adams
Offices of the Orange School Superintendent	Schools (K-12)	Unidentified	131 West Main St	1364	Orange
Palmer High School	Schools (K-12)	K12	4105 Main Street	1069	Palmer
Pathfinder Voc Tech	Schools (K-12)	K12	240 Sykes St	1069	Palmer
Pearl E Rhodes Elem	Schools (K-12)	K12	7 Brattleboro Rd	1301	Leyden
Pelham Elementary	Schools (K-12)	K12	45 Amherst Rd	1002	Pelham
Petersham Center School	Schools (K-12)	K12	2 Spring St	1366	Petersham
Phillipston Memorial School	Schools (K-12)	K12	20 The Common	1331	Phillipston
Pioneer Valley Chinese Immersion Charter School	Schools (K-12)	K12	317 Russell St	1035	Hadley
Pioneer Valley Regional High School	Schools (K-12)	K12	97 F Sumner Turner Dr	1360	Northfield
Pittsfield High	Schools (K-12)	K12	300 East St	1201	Pittsfield
Pleasant St Elementary School	Schools (K-12)	K12	1060 Pleasant St	1331	Athol
Plunkett Elementary	Schools (K-12)	K12	14 Commercial St	1220	Adams
Powder Mill	Schools (K-12)	K12	94 Powder Mill Rd	1077	Southwick
Quabbin Regional High School and Middle School	Schools (K-12)	K12	800 South St	1005	Barre
Ralph C. Mahar Regional High School	Schools (K-12)	K12	507 South Main St	1364	Orange
Riverbend School	Schools (K-12)	K12	174 Riverbend	1331	Athol
Rudolph Steiner Waldorf School	Schools (K-12)	K12	35 W Plain Rd	1230	Great Barrington
Ruggles Lane Elementary School	Schools (K-12)	K12	105 Ruggles Lane	1005	Barre

Russell H Conwell	Schools (K-12)	K12	147 Huntington Rd	1098	Worthington
Sanders Street School	Schools (K-12)	K12	314 Sanders St	1331	Athol
Sanderson Academy	Schools (K-12)	K12	808 Cape St	1330	Ashfield
Savoy Elem	Schools (K-12)	K12	26 Chapel Rd	1256	Savoy
Shirley Middle School	Schools (K-12)	K12	1 Hospital Road	1464	Shirley
Shutesbury Elementary	Schools (K-12)	K12	23 W Pelham Rd	1072	Shutesbury
Silvio O Conte Community (Elementary) School	Schools (K-12)	K12	200 West Union Street	1201	Pittsfield
Smith Academy (public high school)	Schools (K-12)	K12	34 School St.	1038	Hatfield
South Egremont School	Schools (K-12)	K12	42 Main Street	1230	Egremont
Stearns	Schools (K-12)	K12	75 Lebanon Ave	1201	Pittsfield
Sullivan Elementary	Schools (K-12)	K12	151 Kemp Ave.	1247	North Adams
Sunderland Elementary	Schools (K-12)	K12	1 Swampfield Road	1375	Sunderland
Swift River	Schools (K-12)	K12	201 Wendell Rd	1355	New Salem
T.C. Passios Elementary School	Schools (K-12)	K12	1025 Massachusetts Avenue	1462	Lunenburg
Taconic High	Schools (K-12)	K12	96 Valentine Rd	1201	Pittsfield
Templeton Center	Schools (K-12)	K12	17 South Road	1468	Templeton
The Academy at Charlemont	Schools (K-12)	K12	1359 Route 2	1339	Charlemont
The Academy of Early Learning at North Parish	Schools (K-12)	K12	15 Place Terrace	1301	Greenfield
The Duggan School	Schools (K-12)	K12	1015 Wilbraham Road	1109	Springfield
Thomas Prince	Schools (K-12)	K12	170 Sterling Road	1541	Princeton
Turners Fall High	Schools (K-12)	K12	222 Turnpike Rd	1351	Montague
Undermountain	Schools (K-12)	K12	491 Berkshire School Rd	1257	Sheffield
Warwick Community School	Schools (K-12)	K12	41 Winchester Rd	1378	Warwick
West Brookfield Elementary School	Schools (K-12)	K12	89 North Main Street	1585	West Brookfield
West St Elementary School	Schools (K-12)	K12	14 West St	1033	Granby
Westhampton Elementary School	Schools (K-12)	K12	37 Kings Highway	1027	Westhampton
Westminster Elementary	Schools (K-12)	K12	9 Academy Hill	1473	Westminster
William E Norris	Schools (K-12)	K12	34 Pomeroy Meadow Rd	1073	Southampton
Williams Elementary School	Schools (K-12)	K12	50 Bushey Road	1201	Pittsfield
Williamstown Elementary School	Schools (K-12)	K12	115 Church St.	1267	Williamstown
Youth Center	Schools (K-12)	K12	30 Columbia St	1220	Adams

**EXHIBIT C**

**CORE TRANSITION REQUIREMENTS  
AND MASSTECH TRANSITION COMMITMENTS**



## **CORE TRANSITION REQUIREMENTS AND MASSTECH TRANSITION COMMITMENTS**

### **Core Transition Requirements**

- Transition staffing
- Continuity of Services
- Transition of existing customers
- Onboarding of new customers
- Transition of current contracts
- Integration and transition of Operation Support Systems (OSS) and Business Support Systems (BSS) Systems
- Transition of billing and collections
- NOC transition
- Transitioning of service fulfillment and provisioning
- Transition of field operations
- Transition of sales and marketing
- Transition of network engineering
- Stakeholder and customer outreach
- Importing existing network infrastructure and equipment documentation
- Establishing a system for management of the fiber plant

### **MassTech Transition Commitments**

- Facilitating Network Operator access to information necessary for a successful transition
- Providing physical access to the Network
- Cooperating with Network Operator to facilitate and effectuate transition of agreements and customers
- As needed, naming Network Operator as agent of MassTech in material current contracts (such list of material contracts as agreed to by MassTech and Network Operator)
- Coordinating the transfer of uncompleted projects associated with third party make-ready, MassDOT relocations, and any customer service activations/deactivations
- Overall communications related to the transition, such as notices to vendors and the public

**EXHIBIT D**

**FINANCIAL MODEL**

[Note to Respondents: The Financial Model required in the RFP shall be the basis of the Financial Model in this Agreement.]

**EXHIBIT E**  
**INFRASTRUCTURE ACCESS AGREEMENTS**

[Note to Respondents, a list of the existing Infrastructure Access Agreements will be added to this Exhibit at the time the Network Operating Agreement is executed. Copies of the Infrastructure Access Agreements can be viewed in the data room]

**EXHIBIT F**

**MASSDOT LEASE AGREEMENT**

[Note to Respondents: a copy of the MassDot Lease Agreement can be viewed in the data room. The MassDot Lease Agreement will be included in this Exhibit at the time the Network Operating Agreement is finalized.]

**EXHIBIT G**

**MASSDOT OPERATING AGREEMENT**



[Note to Respondents: a copy of the MassDot Operating Agreement can be viewed in the data room. The MassDot Operating Agreement will be included in this Exhibit at the time the Network Operating Agreement is finalized.]

**EXHIBIT H**

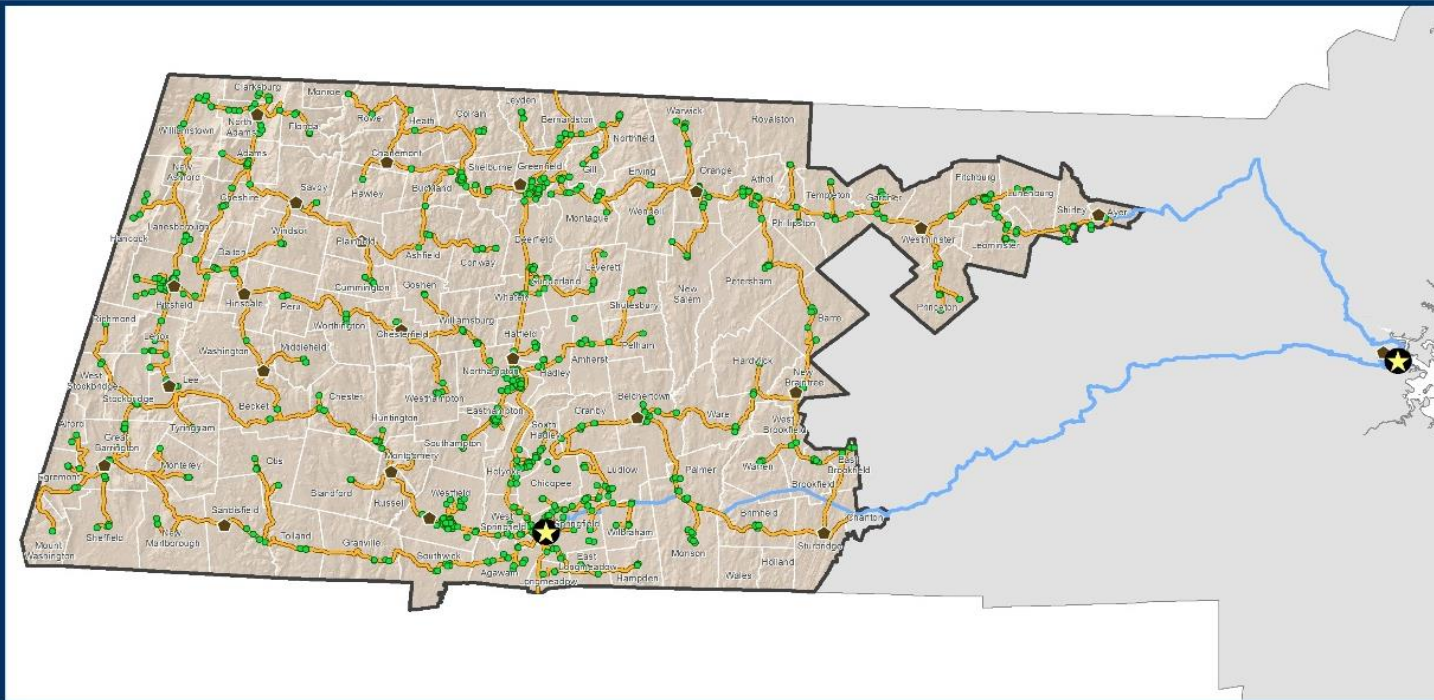
**MASSTECH NETWORK MAP**

# MASSTECH NETWORK MAP

CONNECTING THE COMMONWEALTH  
WWW.MASSBROADBAND.ORG



## MassBroadband 123 Service Area and Network Third Party Networks and Community Anchor Institutions



-  MassBroadband 123 Service Area
-  Internet Point of Presence
-  Network Points of Interconnection
-  Fiber-Optic Network
-  Existing Third Party Fiber, Lighttower
-  Connected Community Anchor Institution

  
  
 0 2.5 5 10 15 Miles  
 Map Date: 22 January 2014  
 ARRA Funded Project 

**EXHIBIT I**

**NETWORK PERFORMANCE REQUIREMENTS**

## **Network Performance Requirements**

The SLAs and KPIs to be established within this document provide a measurement of the performance objectives against the Network Operator's actual performance of Network Operator Network Obligations.

### **1. Terminology.**

*Service Level Agreement (SLA):* As defined in Section 1.110 Definitions, SLA means an agreement providing the service level performance objective for operating the MassTech Network (and no other networks outside of the MassTech Network) by the Network Operator. Failure to meet an SLA, as specified below, shall be associated with the penalty in this NOA.

*Key Performance Indicator (KPI):* As defined in Section 1.66 Definitions, KPI is an indicator of a key measurement of performance required to be met by the Network Operator and, when associated with a specific SLA commitment, can be used to determine if that SLA is being achieved by the Network Operator.

*Core Network:* As defined in Section 1.32 Definitions, Core Network is the central portion of the MassTech Network that interconnects the POIs with one another with high capacity geographically diverse optical rings. The Core Network serves as the backbone of the MassTech Network which connects the various Access Lines with the MassTech Network at large.

*Access Lines:* As defined in Section 1.1 Definitions, Access Lines are the portion of the MassTech Network connected to the Core Network which is used to bring Services to one or more Demarcation Points. Access Lines generally run from a Point of Interconnection to one or more End User Customer locations.

*Demarcation Point:* As defined in Section 1.38 Definitions, Demarcation Point means the boundary between the MassTech Network fiber (and MassTech Network Facilities) and third-party facilities that are Interconnected with the MassTech Network, as depicted in the Demarcation Drawings included in this Exhibit I Unless otherwise specified and agreed by MassTech, the Demarcation Point shall be, as applicable, a NID located on the End User Customer's premises, a fiber termination panel in the case of Dark Fiber, an AAP located on a utility pole or cable span that is licensed by MassTech, or at a network-to-network interface between a Wholesale Customer network or the Network Operator network and the MassTech Network at a POI.

### **2. Measurements.**

The measurements described within this Exhibit E, represent KPIs required to be achieved by the Network Operator and the SLAs agreed to by the Network Operator and MassTech for operating the MassTech Network. The SLAs are based on the Network Operator Network Obligations and do not include the performance of fiber network or electronic equipment which are located beyond the Demarcation Points. Service performance levels are measured from various points, such as a Demarcation Point or a POI on the MassTech Network to one or more Test Reference Points ("TRP"), such as a POI and as described in this Exhibit.

The MassTech Network is logically broken into two main components:

- A. Core Network
- B. Access Lines

Network Operator shall collect KPI and SLA performance in the monthly report as follows:

- a. *Lit Service*: Performance KPIs and SLAs are measured from the POIs and Demarcations Points back to the appropriate TRPs on the MassTech Network.
- b. *Dark Fiber*: KPIs and SLAs are not measured for Dark Fiber Services.

The KPIs and SLAs in this exhibit focus on the performance of the MassTech Network as a whole, not only on the performance of the Network Operator Services to Customers.

Five (5) business days after the end of each operating month, the Network Operator shall submit to MassTech a monthly report that provides details of the Network Operator's performance on each of the SLAs, as set forth in the Sections below, compared to the agreed KPIs.

### **3. SLA Criteria**

If Network Operator fails to meet one or more of the 24 KPI criteria, set forth in the sections below, in one of the monthly SLA criteria, as set forth in the Sections below, for a total of four (4) reporting months, where each month's failure occurs within a rolling 365-day period, the Network Operator shall calculate and pay to MassTech a fee that would be equal to one month of the combined Wholesale Customer service fees charged to those Wholesale Customers affected by such failure. Such payment shall be paid by the end of the month following the fourth month of such failure into a MassTech controlled fund ("MassTech Fund") for support of MassTech public policy objectives or for such other purposes determined by MassTech.

Each subsequent reporting month within a rolling 365-day period of failure to meet the SLA shall require that the Network Operator make a payment equal to one month of the combined Wholesale Customer service fees charged to those Wholesale Customers affected by such failure.

For each failure to meet a KPI, as detailed below, during any single reporting month, Network Operator shall provide within fifteen (15) days of the end of the reporting month a remediation plan that explains changes that will be made to prevent future failures to meet each particular SLA. The Network Operator will provide a remediation plan for each month that a KPI failure occurs, even if such failure occurs on multiple months.

If Network Operator fails to meet the monthly KPI criteria for a total of eight (8) reporting months, where each month's failure occurs within a rolling 365-day period, Network Operator shall be deemed in material breach of the Agreement.

If the Network Operator fails to meet in a reporting month a total of more than fifty percent (50%) of the 24 KPIs with any combination of KPIs (i.e., failure to meet 12 or more of the 24 KPIs listed below in any one month), the paragraphs above describing penalties for four reporting months or more shall apply.

If the Network Operator fails to meet in a reporting month a total of more than seventy-five percent (75%) of the 24 KPIs with any combination of KPIs (i.e., failure to meet 18 or more of the 24 KPIs listed below in any one month), Network Operator shall be deemed in material breach of the Agreement.

### 3.1 Service Availability for the Core Network and Access Lines

Service availability is defined separately for Core Network and Access Lines within the MassTech Network. Non-Emergency scheduled outages (scheduled at least 72 hours in advance) are not considered "downtime" with respect to calculating service availability. The source of an outage must be determined to be within the boundaries or otherwise within the scope of the MassTech Network to be considered an outage. Customer premise power outages are not considered an outage effecting service availability as they were caused by an electrical outage that is beyond the boundaries of the Demarcation Point.

#### 3.1.1 Service Availability for Core Network

This KPI is measured by utilizing reports from the MassTech Network monitoring systems and a calculation of "measurable" outage time that is attributed to a Core Network outage. Only failures attributed to Core Network outages that cause Customer service disruptions are considered against "measurable" time for Core Network availability.

Service Availability of the Core Network shall be 99.999% on a monthly basis.

#### 3.1.2 Service Availability for Access Lines

Access Line availability is measured between a TRP and one or more Demarcation Points. This KPI measurement is performed utilizing the MassTech Network management and monitoring systems and a calculation of "measurable" outage time that is attributed to an Access Line outage. Only outages attributed to the MassTech Network are considered against "measurable" time for Access Line availability.

Access Line availability shall be 99.995% in the aggregate measured on a monthly basis.

## 4. MassTech Network Performance KPIs and SLAs

Network Operator may offer different service levels to Wholesale Customers and End-User Customers for different service offerings and different quality of service levels within service offerings provided outside of the MassTech Network. All MassTech Network KPIs are measured between a TRP on the Core Network and Demarcation Points unless otherwise specifically noted. MassTech Network KPIs are based on the measurements obtained from the MassTech Network management and monitoring system. The table below sets forth the KPIs on the MassTech Network.

Network Specification	Performance	KPI	% Achieved in a month
-----------------------	-------------	-----	-----------------------

Roundtrip Latency - Peak	</= 40 ms	100%
Roundtrip Latency - Average	</= 15 ms	100%
Packet Loss	</= 0.01%	100%
Jitter – Delay Variation – Maximum	</= 10 ms	100%
Jitter – Delay Variation – Average	</=5 ms	100%
Bit Error Rate	</= 1 x10 <sup>-9</sup>	100%

\*ms is milliseconds

*Latency:* also known as packet delay, is measured as the average of the maximum delay measured for a portion of successfully delivered packets between a TRP and a Demarcation Point. Latency represents roundtrip latency observed during the course of the month and is measured in milliseconds (“ms”). Average Latency Roundtrip is measured over the period of a reporting month between the Demarcation device and the TRP Peak.

*Packet loss:* is the percentage of packets dropped by the MassTech Network (not including policed packets to maintain compliance to Committed Information Rates (CIR) between a TRP and a Demarcation Point. Packet Loss associated with interface errors caused (e.g., CRC) due to Customer facilities (e.g., fiber, equipment) such as configuration or mismatches between the Demarcation Point and a Customer are not included in the packet loss calculations. Packet Loss associated with outages (e.g., fiber cut, equipment failure) are not included in the packet loss calculations as they are associated with Service Availability calculations in Section 2.3 below. Packet loss is calculated on an average basis each reporting month.

*Jitter:* is the measure of variance in the latency of packets arrival between a TRP and a Demarcation Point. Jitter is measured in milliseconds as an average over the course of a month. Maximum Jitter shall not exceed 10ms at any point in month. Average Jitter per month shall not exceed 5 ms per reporting month.

*Bit Error Rate (BER):* is the percentage of bits that have errors relative to the total number of bits received. BER is measured between a TRP and a Demarcation Point. BER shall not exceed 1 x10<sup>-9</sup> at any point in a reporting month.

The MassTech Network Performance SLA criteria shall be 100% on a monthly basis, as each is referenced in the MassTech Network Performance table above.

#### **4.1 Network Operator Response Times**

Network Operator will achieve the following response times:



Response Time Specification	Time to Respond	% Achieved in a Month
Detected Network Failure	5 minutes	90%
Answer a Wholesale Customer Phone call, or other communication to the customer service center	0.5 minutes	90%
Time to notify a customer that a Customer's service is down from time of initial failure	15 minutes	90%
Time for tier 1 at NOC or customer support rep to escalate to a higher tier (e.g., tier 2 or engineering)	15 minutes	90%
Time to escalate to engineering	15 minutes	90%
Time for NOC to dispatch a field tech to begin troubleshooting	60 minutes for PSAPs and 90 minutes for others	90%

Response times to detect a network failure will be based on records maintained by the Network Operator's NOC noting the elapsed time from which the network failure occurred and the time in which a technician at the NOC notices the failure as reported by the MassTech Network management and monitoring system.

Time to answer a Wholesale Customer shall be based on call center records.

Time to notify a customer, time to escalate to engineering, and time to dispatch shall be measured based on the time stamps captured by the trouble ticket system.

The Network Operator response time SLA shall be 90% on a monthly basis.

#### **4.2 Network Operator Time to Arrive Onsite (TTAO)**

Network Operator shall maintain the following target Time to Arrive Onsite within the target timeframes established in the table below. TTAO is calculated based on the time from the opening of a service ticket to the arrival of a prepared technician at the location of the trouble or nearest POI. TTAO excludes time where the technician is unable to gain access to the location of the trouble to no fault of the Network Operator or technician.

TTAO Specification	TTAO	% Achieved in a Month
Time to Arrive Onsite at the location of the trouble or nearest POI for electronics related trouble	2 hours	100%
Time to Arrive Onsite at the location of the trouble or nearest POI for an Outside Plant (“OSP”) related trouble	2 hours	100%

The Network Operator TTAO SLA shall be 100% on a monthly basis.

#### 4.3 Mean Time to Restore (MTTR)

Network Operator will restore service affecting outages within the target timeframes established in the table below. MTTR is measured from the initial trouble call or receipt of a MassTech Network monitoring and management system alarm until the trouble is resolved or determined to be outside of the MassTech Network Demarcation Point.

Mean Time to Restore Specification	MTTR	% Achieved in a Month
Electronic related (no site visit needed)	2 hours	100%
Electronic related (site visit required)	4 hours	100%
OSP related	24 hours to restore on a temporary basis	100%

The Network Operator MTTR SLA shall be 100% on a monthly basis.

#### 4.4 Trouble Ticket Performance KPIs

Network Operator will provide MassTech monthly reporting on the following related to the handling of trouble tickets:

Trouble Ticket Specification	Tickets	% Achieved in a Month
Average number of tickets, of the total tickets in a month (as a percentage), open for a longer period of time than set forth in the Network Policies	<= 10%	90%

Number of tickets reopened of the incident with multiple tickets as a percentage of the total number of MassTech Network tickets in a month	<= 1.0%	90%
Number of tickets opened involving troubles related to multiple Demarcation Points served by the same POI as a percentage increase of the total number of MassTech Network tickets opened during the average of the 3 prior months for that POI	<= 10%	90%

The Network Operator trouble ticket handling SLA shall be 90% on a monthly basis.

#### 4.5 Service Activation KPIs

Service installations, moves, adds, and changes are typically evaluated on a case-by-case basis regarding cost and completion timeframes, the exception to this is "Administrative" changes. These Administrative changes are logical changes to existing services that do not require any physical intervention to complete. Typically, these are changes to services such as bandwidth increases, adding VPNs, etc. Please see the table below for Activation KPIs:

Service Activation Specification	Installations and Orders	% Achieved in a Month
Service orders requiring construction of new MassTech Network fiber and/or equipment and network provisioning of new services	KPI: As per quote provided to Customer	100%
Administrative service orders requiring network provisioning of new services not requiring construction of new MassTech Network fiber and/or equipment or onsite visit(s)	KPI: 5 business days	100%

## 5. Outage Calculations

### 5.1 Core Availability Calculation

This KPI calculates the availability of the Core Network during a calendar month. Only outages that were caused by a failure within the Core Network are included in calculated outage minutes. The Core Availability percentage calculation is based on the duration of unplanned, service affecting outages within the Core Network. The Core Availability Calculation is shown below:

Total number of Services to Customers x Minutes in a Month = Core Network Available Minutes

Core Network Available Minutes are the total number of Services to Customers (as defined in the NOA) multiplied by the number of minutes per month.

Total number of Services Affected During an Outage x Number of Minutes of the Outage =  
Unplanned Outage Minutes

Unplanned Outage Minutes are the number of Services to Customers affected during an outage multiplied by the number of minutes of the outage.

Core Network Available Minutes/month — All Unplanned Core Outage Minutes/month  
Core Network Available Minutes

The result of the above calculation is reported as a percentage.

An example of a Core Network Availability Calculation is described as follows. Assume there are 4,000 Services reported in a month and a 10-minute outage occurs in the core which affects 50 Services. The total Customer Available Minutes for September is: 4000 Services x 43,200 minutes per month = 172,800,000 service minutes. The service minutes affected by the outage is 10 minutes of outage x 50 Services affected = 500 service outage minutes.

172,800,000 service minutes - 500 service outage minutes = 0.9999971 or 99.99971 %  
172,800,000 service minutes

## 5.2 Access Line Availability Calculation

This KPI calculates the availability of the Access Lines during a calendar month on a per Access Line basis. Only Access Lines that were affected by an outage are included in calculated outage minutes KPI reporting on a per Access Line basis. The Access Line Availability percentage calculation is based on the sum total duration of all unplanned, service affecting outages within the affected Access Lines.

The calculations below reflect the total of all affected Access Lines across all outages that occur in a reporting month. The Access Line Availability Calculation is shown below:

Total number of Services on all Access Lines x Minutes/Month = Total Access Line Available Minutes

Total Access Line Available Minutes are the total number of Services to Customers (as defined in the NOA) multiplied by the number of minutes per month.

Total number of Services Affected During the Outages on All Affected Access Lines x Total Number of All Outage Minutes = All Unplanned Access Line Outage Minutes

All Unplanned Access Line Outage Minutes are the number of Services to Customers affected during an outage multiplied by the number of minutes of the outage.

Total Access Line Available Minutes - All Unplanned Access Line Outage Minutes  
Total Access Line Available Minutes

The result of the above calculation is reported as a percentage.

An example of an Access Line Availability Calculation is described as follows involving three Access Line Outage and different total Services on. Assume there are 4,000 Services reported in a month and a 10-minute outage occurs in the core which affects 50 Services. The total Customer Available Minutes for September is: 4000 Services x 43,200 minutes per month = 172,800,000 service minutes. The service minutes affected by the outage is 10 minutes of outage x 50 Services affected = 500 service outage minutes.

$$\frac{172,800,000 \text{ service minutes} - 500 \text{ service outage minutes}}{172,800,000 \text{ service minutes}} = 0.9999971 \text{ or } 99.99971 \%$$

The Access Line Availability calculation is based on the duration of unplanned, service affecting outages. The Network Access Line Availability percentage calculation is shown below:

$$\frac{\text{Access Line Available Minutes} - (\text{minus}) \text{Unplanned Service Outage Minutes}}{\text{Access Line Available Minutes}}$$

Access Line Available Minutes are the total number of Services multiplied by the number of minutes per month on the affected Access Lines.

Unplanned Access Line Outage minutes are service affecting unplanned outages as a result of an affected Access Line problem. This value only includes outages where the root cause is determined to be within the MassTech Network boundaries defined by the Demarcation points. For example, customer premise power outages are excluded. Unplanned Access Line Outage Minutes are the number of Services affected during an outage multiplied by the number of minutes of the outage. For example, one outage affects 100 Services for 10 hours across multiple Access Lines. A second outage affects 3 Services for 4 hours on a single Access Line. A third outage affects 50 Services for 9 hours across multiple Access Lines. The total number of Unplanned Outage Minutes for all Services affected in the month is: (100 x 10 hours) + (3 x 4 hours) + (50 x 9 hours) = 1462 service outage hours or 87,072 service outage minutes.

Applying these values to the calculation then becomes:

$$\frac{172,800,000 - 87,072}{172,800,000 \text{ service minutes}} = 0.9994961 \text{ or } 99.94961 \%$$

### 5.3 Mean Time to Restore Calculation

Mean Time to Restore Calculation (“MTTR”) calculates the average time it takes to restore all unplanned service outage minutes during a calendar month. All unplanned outages are included in this calculation:

$$\text{Outage time 1} + \text{Outage time 2} + \dots = \text{Month's total outage time}$$

Month's total outage time / total number of outages = MTTR

Using the month's example above, the MTTR is calculated as follows:

$$\frac{600 + 240 + 540 \text{ minutes}}{3 \text{ outages}} = 460 \text{ minutes or } 7.7 \text{ hours MTTR for the month}$$

## 6. Measurable Timeframes (Outages)

Criteria must exist, and be documented in the Network Policies, to determine if a ticket should be in a tracking (or pending) state vs. an open state. Any time a ticket is deemed eligible, for an open state it will be measured against SLAs and KPIs. Any time a ticket is deemed eligible for a pending or tracking state, it will not be measured against SLAs or KPIs (known as "Tracking Time"). The criteria will be different for out of service vs. degraded service trouble reports. Both situations are described further within this section.

### 6.1 Out of Service

Typically, a service shall be classified as out of service, if measured packet loss is greater than or equal to 2%. Alternatively, if a Customer reports an out of service condition it will remain classified under this category until determined within the established KPIs through the MassTech Network monitoring and management system. Measurable hours are a count of the time a Customer's service is out of service minus the Tracking Time. A ticket shall be placed in an open state if the time is deemed measurable. These total hours will result in the measurement given as outage time for a specific trouble report.

Measurable hours shall commence if all of the following conditions exist:

- An out of service report is received, by the Network Operator NOC
- Customer has confirmed that the NID, if applicable, has power
- If requested by the Network Operator NOC, the Customer has rebooted the NID in question
- Access hours to the location in question have been communicated to the Network Operator NOC, and the site is currently open

Measurable hours will be tracked if any of the following conditions exists:

- No Access - During timeframes in which access to the Customer's premise, network right of way, or facility is unavailable the time will be tracked. (e.g., Access hours are 09:00 - 17:00. Tracking Time will take place from 17:01 until 08:59 the following day).
- Release Denied - If further resolution requires Services to be rendered inoperative and the Customer denies this action, time is suspended until permission is granted.
- Service Monitoring - If the issue requires the Service be monitored for an agreed upon period of time due to the intermittent nature of the trouble.
- Non-Service Affecting - the issue reported by the Customer is deemed to be non-service affecting by the Network Operator

- Force Majeure - if Network Operator personnel are unable to access required locations due to a Force Majeure event as defined in the NOA.
- Network Operator Cleared - The source of the reported out of service condition is deemed to be outside MassTech Network Demarcation Point.
- Third Party OSP Work in the Critical Path to Restoration - Third party OSP facilities need to be repaired before Network Operator can begin restoration. For example, if a power utility needs to clear damaged electric lines or replace a broken utility pole. This exclusion applies when the Network Operator has notified said third party facility owner.

Measurable hours shall cease if the following condition has been met:

- The service in question has been restored and is within SLA parameters.

## **6.2 Service Degradation.**

A service shall be classified as degraded if measured by packet loss is less than 2%. Alternatively, if a customer reports a degraded condition it will remain classified under this category until declassified by the Network Operator. Measurable hours shall commence if all of the following conditions are met:

- A degraded service report is received, by the Network Operator NOC.
- Power to the device in question has been confirmed onsite by the customer.
- If requested by the Network Operator NOC, the customer has rebooted any device in question.
- Access hours to the site in question have been communicated to the Network Operator NOC, and the site is currently open.

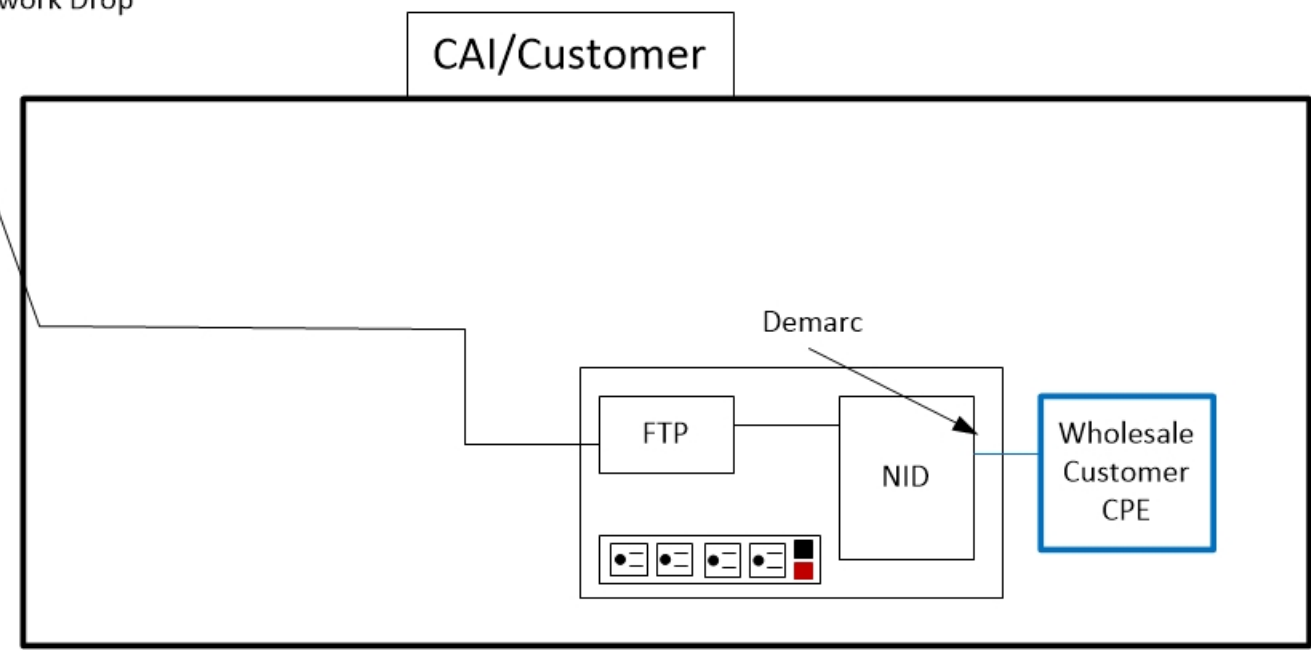
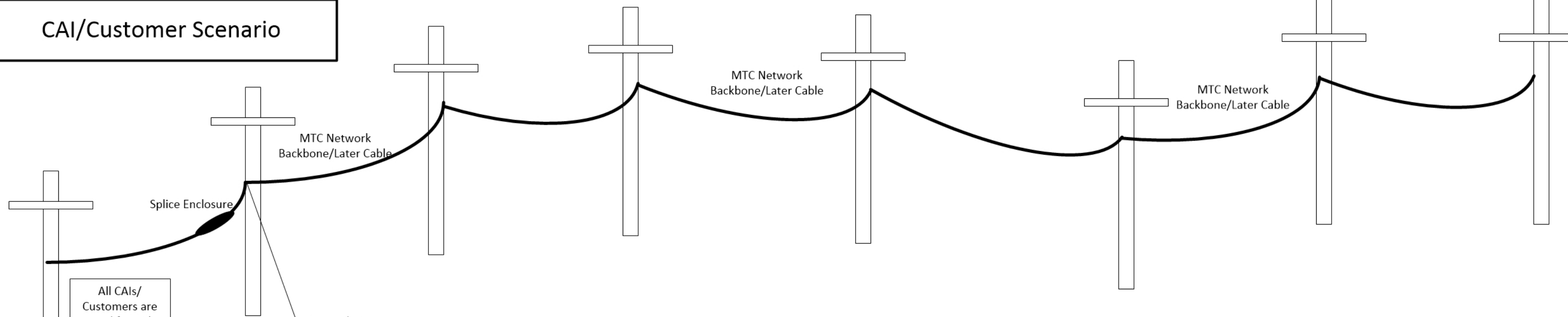
Measurable hours will be tracked if any of the following conditions exists:

- No Access - During timeframes in which access to the Customer's premise, network right of way, or facility is unavailable the time will be tracked. (e.g., Access hours are 09:00 - 17:00. Tracking Time -will take place from 17:01 until 08:59 the following day).
- Release Denied - If further resolution requires Services to be rendered inoperative and the Customer denies this action, time is suspended until permission is granted.
- Service Monitoring - If the issue requires the Service be monitored for an agreed upon period of time due to the intermittent nature of the trouble.
- Non-Service Affecting - the issue reported by the Customer is deemed to be non-service affecting by the Network Operator
- Force Majeure - if Network Operator personnel are unable to access required locations due to a Force Majeure event as defined in the NOA.
- Network Operator Cleared - The source of the reported out of service condition is deemed to be outside MassTech Network Demarcation Point.
- Third Party OSP Work in the Critical Path to Restoration - Third party OSP facilities need to be repaired before Network Operator can begin restoration. For example, if a power utility needs to clear damaged electric lines or replace a broken utility pole. This exclusion applies when the Network Operator has notified said third party facility owner.

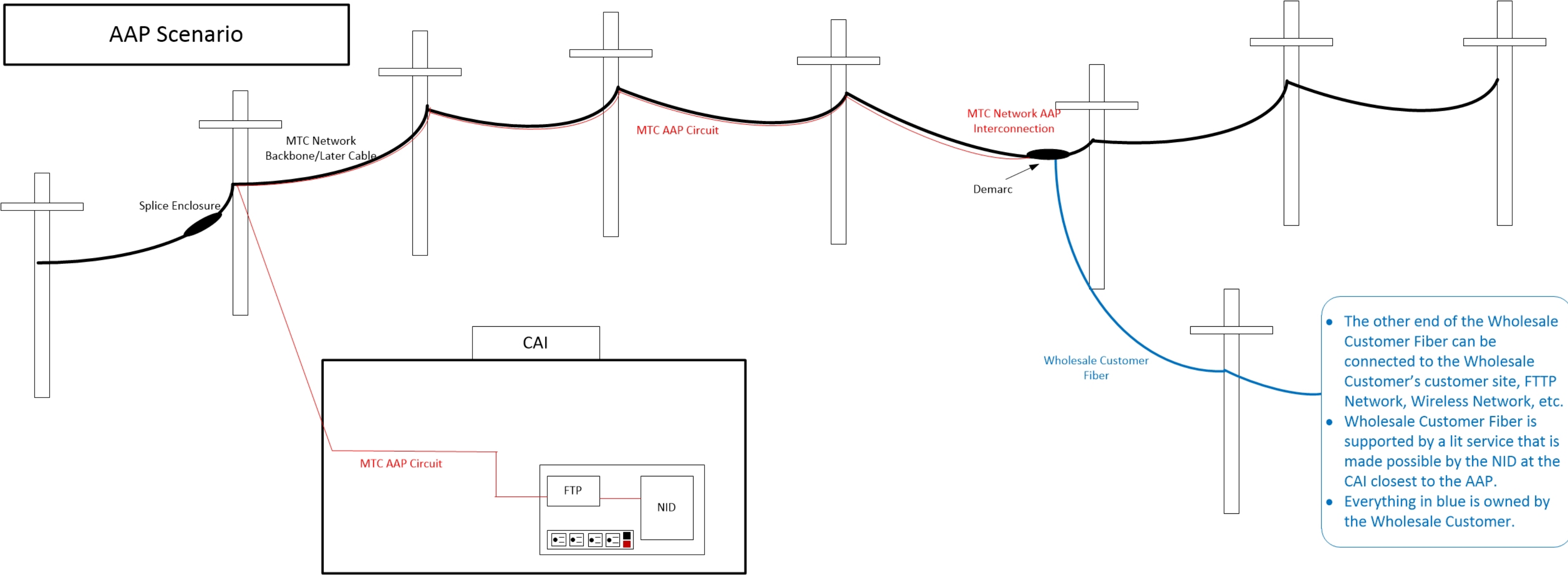
Measurable hours shall cease if the service in question has been restored and is within SLA parameters.



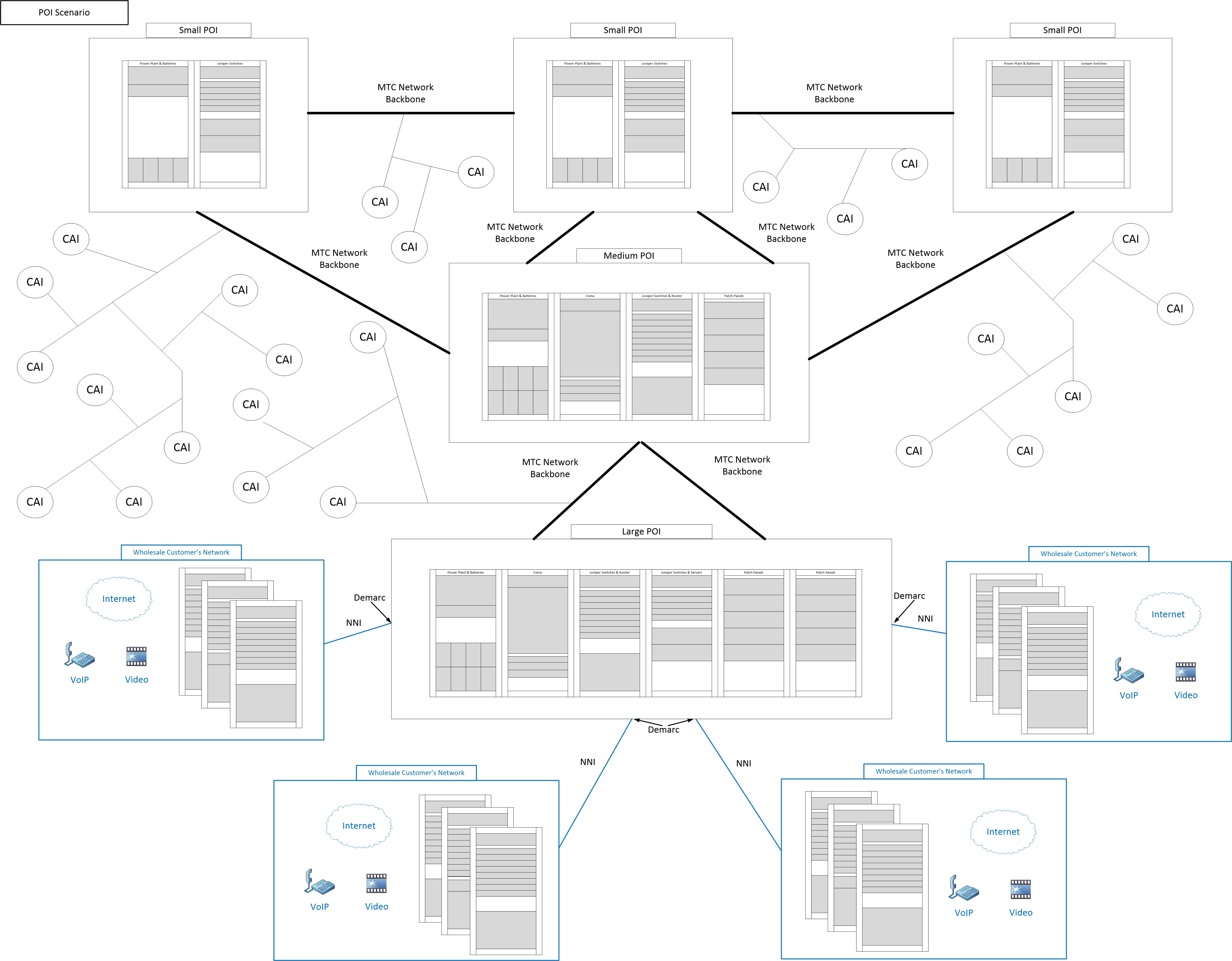
# CAI/Customer Scenario



# AAP Scenario



- The other end of the Wholesale Customer Fiber can be connected to the Wholesale Customer's customer site, FTTP Network, Wireless Network, etc.
- Wholesale Customer Fiber is supported by a lit service that is made possible by the NID at the CAI closest to the AAP.
- Everything in blue is owned by the Wholesale Customer.



**EXHIBIT J**  
**NETWORK POLICIES**

## **EXHIBIT J-1**

### **MASSTECH'S OPEN ACCESS FRAMEWORK**

#### **MassTech's Statement in BTOP Application for Grant**

MBI is committed to the principles of openness, nondiscrimination, and customer choice. Everything about MassBroadband 123 — from technical standards to operating policies, from financial terms to the location of facilities — reflects that commitment. Interconnection policies, rates, terms, and conditions will be reasonable, nondiscriminatory, public, and applicable to any qualified party wishing to interconnect. They will meet or exceed the openness, non-discrimination, interconnection, and carrier choice obligations as set forth in the NOFA (Section V.D.3) including adherence to FCC-05-151 and subsequent rulings and statements, not favoring any lawful application and content over others, prominent display of policies on web pages and advising customers of changes, connecting to the public Internet, and offering interconnection at reasonable rates and terms.

Selection criteria for MBI's network operator will include commitment to these principles and obligations as well as operational capability to fulfill them in an open, dynamic, multi-carrier environment. MBI will contractually bind the network operator to these obligations and monitor its performance. MBI and its network operator will agree to binding arbitration for disputes relating to interconnection.

The physical network and its geographic layout is designed to facilitate interconnection, to not favor one provider over another, and to support multiple last-mile carriers coexisting in the same geographic area. All routes will have sufficient fiber to support multiple NSPs, and slack loops located at frequent intervals to facilitate interconnection and reduce the expenses of last mile connections. MBI's policies will prevent monopolization of the fiber. Additional field interconnection facilities for service providers will be made available at carrier-neutral hub locations.

MassBroadband 123's fiber plant includes termination at the 1 Federal St. Springfield carrier neutral collocation facility, and low-cost, high-capacity connectivity via IRUs to collocation facilities in Boston that provide interconnection with Northern Crossroads Internet2 and many more commercial carriers.

MBI will require its network operator to use generally accepted technical measures to allocate bandwidth, to prevent security risks, attacks, and other harmful activities, and to provide acceptable services to all customers, and that such measures be administered in an open, application-neutral, and nondiscriminatory manner as applicable.

**EXHIBIT J-2**

**NTIA BTOP NONDISCRIMINATION AND INTERCONNECTION OBLIGATIONS**



**FACT SHEET**  
**Broadband Technology Opportunities Program**  
**Nondiscrimination and Interconnection Obligations**

## Overview

One of the fundamental principles of the Broadband Technology Opportunities Program (BTOP) is open access. This fact sheet provides initial guidance to help infrastructure grant recipients comply with the nondiscrimination and interconnection requirements for their awards. NTIA believes that the relationships between recipients and their wholesale and retail customers should be driven by market forces. NTIA's primary role is to ensure that recipients comply with the terms and conditions of their grant awards. NTIA takes seriously grantees' demonstrated commitments and ability to offer open access and will closely monitor grantees' performance in this area.

## Applicability of Requirements to Subrecipients and Other Parties

Importantly, BTOP's nondiscrimination and interconnection requirements apply to grant recipients and subrecipients. In certain cases, these obligations also may apply to contractors, subcontractors, purchasers of indefeasible rights of use (IRUs)/dark fiber, or other parties engaged to deploy or operate the network facilities that are part of the project. NTIA expects recipients to ensure that all relevant entities are familiar with and in compliance with the nondiscrimination and interconnection requirements. As discussed below, these requirements do not apply to existing network facilities or equipment of recipients, subrecipients, and other parties.

## Interconnection

### A. *Notice of Funding Availability (NOFA) Requirements*

- § **Interconnection:** Recipients shall provide access to BTOP-funded facilities at any technically feasible point along the network (without exceeding current or reasonably anticipated capacity limitations). This duty includes, at a minimum, the physical interconnection of the recipient's facilities to a requesting party's facilities for the exchange of traffic. In addition, recipients shall connect to the public Internet directly or indirectly and provide requesting parties with an ability to connect to the Internet. Rates and terms for interconnection shall be reasonable and nondiscriminatory.
- § **Negotiate in Good Faith:** Recipients shall negotiate in good faith with all requesting parties (i.e., public, private, non-profit, or other parties) making a bona fide request for interconnection or wholesale services.

### B. *Guidance*

#### 1. Interconnection and Collocation

- a. **Interconnection:** BTOP grantees should be prepared to: (a) wholesale a direct connection that it has built to the customer (i.e., loop or lateral); and (b) provide transport services to a last mile provider that is serving the customer (e.g., backhaul, Internet access). Recipients should make all reasonable efforts to allow all requesting parties to interconnect with their facilities regardless of the business model or purpose of the requestor. The requirement to offer interconnection at any technically feasible point along the network includes all points of interconnection set forth in a recipient's approved application, including splice points and mid-span.







- b. **Collocation:** Recipients should allow collocation by interconnecting parties, on a first-come, first-served basis, in any equipment or facilities funded by BTOP, where and when possible. Recipients should expect customers to request a variety of collocation services, including secured space separated from the owner's equipment, 24-hour access, escorted or unescorted access, and AC and/or DC.
- c. **Rates and Terms:** Rates and terms for interconnection shall be reasonable and nondiscriminatory. If a party requests to interconnect with BTOP-funded facilities at a location where no point of interconnection currently exists, the requesting party should bear any reasonable cost to improve the facilities to allow for interconnection. If a party requests to collocate with a recipient where BTOP funds have been used to acquire, expand, or upgrade collocation space, the recipient should allow the requesting party to collocate at reasonable and nondiscriminatory rates.

## 2. Access to Wholesale Broadband Services and Dark Fiber

- a. **Rates and Terms:** Recipients should offer wholesale broadband services at rates and terms that are reasonable and nondiscriminatory. Many recipients set forth wholesale pricing in their applications and, as such, those rates will be presumed reasonable and nondiscriminatory.
- b. **Types of Service:** Customers will expect certain wholesale services to be provided including, but not limited to, local transmission services, transport, and dedicated Internet access services.
- c. **Quality of Service:** Customers will expect that there will be certain quality of service levels guaranteed as part of their wholesale agreements. Agreements with requesting parties should contain service level agreements, service level guarantees, and standards, including service guarantees and standards related to jitter, latency, delivery ratio, and service availability.
- d. **Provisioning and Installation:** Customers will expect that agreements for wholesale services will contain provisioning and installation intervals and that these intervals will be reasonable and nondiscriminatory. Customers will expect provisioning and installation timeframes that are consistent with industry standards and practice, for example, 30 days for the provisioning and installation of on-net circuits.
- e. **Repair and Maintenance:** Customers will expect that agreements for wholesale services will include provisions for repair and maintenance, as well as service outage credits. Customers will expect repair and maintenance timeframes that are consistent with industry standards and practice and that recipients have established Mean Times to Repair for all offered services, which should be based on the nature of the service issue (i.e., outage, noise on the line, etc.).
- f. **Dark Fiber:** To the extent that a recipient's business plan involves offering dark fiber, the recipient should consider making available various information to requesting parties including, but not limited to, route maps, interconnection points, splice points, and type of fiber.

## 3. Access to Information

- a. **Routes:** Recipients should provide up-to-date information to parties making bona fide requests regarding the location of grant-funded network routes, including routes containing dark fiber. For example, the information could be a high-level map of the BTOP network that identifies city pairs connected to the network.
- b. **Points of Interconnection (POIs):** Recipients should provide up-to-date information to parties making bona fide requests regarding the location of the POIs associated with the grant-funded facilities and whether capacity exists to permit interconnection. Regarding location, the information should identify the census block within which the POI resides and the related community, town, or







city and Stats of the POI. Recipients may require execution of a non-disclosure agreement prior to releasing this information.

- c. **Requests for Service:** Recipients should maintain a standardized, easily accessible method for parties to make inquiries and request service. Recipients should establish a standard policy for responding to requests within a reasonable period of time, for example, 10 days. In addition, the NOFAs require that recipients shall allow for a reasonable time for negotiation, not to exceed 90 days, and adhere to the dispute resolution process set forth in the NOFAs.

#### 4. Access to Agreements

- a. **Standard Terms and Conditions:** Recipients should maintain a publicly available (i.e., displayed on a website) up-to-date list of standard terms and conditions provided to all network users, including partners and sub-recipients. Maintaining a publicly available list of standard terms and conditions does not alleviate a recipient of its responsibility to enter into commercial negotiations with a customer upon a bona fide request.
- b. **Disclosure of Agreements:** Copies of all service agreements should be made available to NTIA upon request.

### Nondiscrimination

- § **Internet Policy Statement:** Recipients shall adhere to the following principles that were set forth in the Federal Communications Commission (FCC) Internet Policy Statement (FCC 05-151, adopted August 5, 2005) or any subsequent ruling or statement:
  1. Consumers are entitled to access the lawful Internet content of their choice.
  2. Consumers are entitled to run applications and services of their choice, subject to the needs of law enforcement.
  3. Consumers are entitled to connect their choice of legal devices that do not harm the network.
  4. Consumers are entitled to competition among network providers, application and service providers, and content providers.
- § **Nondiscrimination:** Recipients shall not favor any lawful Internet applications and content over others.
- § **Network Management:** As required by the NOFAs, recipients shall display any network management policies in a prominent location on the service provider's Web page and provide notice to customers of changes to these policies as well as describe any business practices or technical mechanisms they employ other than standard best efforts Internet delivery to: allocate capacity; differentiate among applications, providers, or sources; limit usage; and manage illegal or harmful content.

### Exceptions to the Interconnection and Nondiscrimination Obligations

- § **Existing Network Arrangements:** The nondiscrimination and interconnection requirements do not apply to the recipient's existing network arrangements. Note, however, that if a recipient contributes existing facilities to a project to satisfy the matching requirement, such facilities specifically identified as an in-kind contribution will be subject to the nondiscrimination and interconnection obligations because they become





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part of the recipient's budget and project. Further, recipients have an affirmative responsibility to connect to the public Internet even if doing so involves traversing portions of their networks that are not funded by BTOP.

- § **Law Enforcement and Reasonable Network Management:** Consistent with the FCC's Internet Policy Statement, the interconnection and nondiscrimination requirements are subject to the needs of law enforcement and reasonable network management. This means that recipients may employ generally accepted technical measures to provide acceptable service levels to all customers, such as application-neutral bandwidth application and caching. NTIA will determine the reasonableness of network management techniques by consulting applicable rules and findings established by the FCC.
- § **Public Safety:** For single-purpose 700 MHz public safety networks, the "needs of law enforcement and reasonable network management" exception effectively exempts 700 MHz public safety recipients from compliance with the nondiscrimination and interconnection obligations. Public safety recipients will have the ability to deploy secure private networks and prioritize traffic as they deem necessary. However, to the extent that the network is dual use, the nondiscrimination and interconnection obligations will apply to the non-public safety components of the network.
- § **Managed Services:** Keeping in mind the preference for open access and the government's intent that the benefits of BTOP-funded projects should extend as far as possible, in compelling circumstances infrastructure grant recipients may offer managed services such as telemedicine, distance learning, and virtual private networks that use private network connections for enhanced quality of service rather than traversing the public Internet.



**EXHIBIT J-3**

**NTIA SPECIAL CONDITIONS  
APPLICABLE TO MASSTECH'S BTOP GRANT**

NTIA Specific Conditions and obligations imposed on MassTech as a condition of its BTOP grant can be found at the following NTIA website:

[Massachusetts Technology Park | BTOP / SBI Archived Grant Program \(doc.gov\)](#)

**EXHIBIT J-4**

**NETWORK OPERATOR'S MAINTENANCE PLAN**

**[To be submitted by Network Operator and approved by MassTech]**

**EXHIBIT J-5**

**FIBER MANAGEMENT PLAN**

**[To be submitted by Network Operator and approved by MassTech]**

**EXHIBIT J-6**

**NETWORK MANAGEMENT AND SECURITY POLICIES**

**[To be submitted by Network Operator and approved by MassTech]**

**EXHIBIT K**

**POINTS OF INTERCONNECTION**

## Exhibit POI

#	POI Name	Address Information	Electrical Sub-meter (Y/N)	Onsite Generator (Y/N)	Generator Hookup (Y/N)
1	Ayer	25 Brook St, Ayer, MA 01432	Y	Y	N
2	Becket	3367 Main S., Becket, Massachusetts, 01223	Y	N	Y
3	Belchertown	7 Berkshire Ave. Belchertown, Massachusetts, 01007	Y	Y	N
4	Boston	1 Summer St., Boston, MA 02110	N	Y	N
5	Charlemont	157 Main St., Charlemont, Massachusetts, 01339	Y	Y	Y
6	Charlton	187 Sturbridge Rd., Charlton, Massachusetts, 01507	N	Y	N
7	Chesterfield	400 Main Rd., Chesterfield, Massachusetts, 01200	Y	Y	N
8	Great Barrington	334 Main St., Great Barrington, Massachusetts, 01230	Y	N	Y
9	Greenfield	1 College Dr., Greenfield, Massachusetts, 01301	Y	Y	N
10	Hinsdale	134 Maple St., Hinsdale, Massachusetts, 01235	Y	Y	N
11	Lee	193 Main St., Lee, Massachusetts, 01238	Y	N	Y
12	Lowell	274 Appleton St., Lowell, Massachusetts, 01852	N	Y	N
13	Marlborough	34 St. Martin Dr., Marlborough, Massachusetts, 01752	N	Y	N
14	New Braintree	340 Brookfield Rd. W., New Braintree, Massachusetts, 01531	Y	Y	Y
15	North Adams	375 Church St., North Adams, Massachusetts, 01247	Y	Y	Y
16	Northampton	555 N King St., Northampton, MA 01060	Y	Y	N
17	Orange	131 W Main St., Orange, Massachusetts, 01364	Y	N	Y
18	Pittsfield	336 Fenn St., Pittsfield, Massachusetts, 01201	Y	N	Y
19	Plainfield	315 Main St., Plainfield, Massachusetts, 01070	Y	N	Y
20	Russell	155 Highland Ave, Russell, MA 01071	Y	Y	N
21	Sandisfield	207 Sandisfield Rd., Sandisfield, Massachusetts, 01255	N	Y	N
22	Savoy	17 Center Rd., Savoy, Massachusetts, 01256	Y	Y	N
23	Springfield	1 Federal St., Springfield, Massachusetts, 01105	N	Y	N
24	Sturbridge	315 Charlton Rd., Sturbridge, Massachusetts, 01566	Y	Y	N
25	Westfield	333 Western Ave., Westfield, Massachusetts, 01085	Y	Y	N
26	Westminster	11 South St., Westminster, MA 01473	Y	Y	N



**EXHIBIT L**

**PROCEDURES FOR SUBMISSION OF CONFIDENTIAL INFORMATION**

**THE MASSACHUSETTS TECHNOLOGY  
COLLABORATIVE  
POLICY AND PROCEDURES REGARDING SUBMISSION OF  
"CONFIDENTIAL INFORMATION"**

Massachusetts Technology Collaborative and its divisions, (collectively referred to herein as "Mass Tech Collaborative") are subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the "Public Records Act"), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, "public records" include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by Mass Tech Collaborative. As a result, any information submitted to Mass Tech Collaborative by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the "Submitting Party") is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, "public records" do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including Mass Tech Collaborative's enabling act, M.G.L. Chapter 40J. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by Mass Tech Collaborative that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the "Trade Secrets Exemption").

It is Mass Tech Collaborative's expectation and belief that the overwhelming percentage of documents it receives from a Submitting Party does not contain any information that would warrant an assertion by Mass Tech Collaborative of an exemption from the Public Records Act. Submitting Parties should therefore take care in determining which documents they submit to Mass Tech Collaborative, and should assume that all documents submitted to Mass Tech Collaborative are subject to public disclosure without any prior notice to the Submitting Party and without resort to any formal public records request.

In the event that a Submitting Party wishes to submit certain documents to Mass Tech Collaborative and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

1. At the time of the Submitting Party's initial submission of documents to Mass Tech Collaborative, the Submitting Party must provide a cover letter, addressed to Mass Tech Collaborative's General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials.
2. At the time of the Submitting Party's initial submission of documents to Mass Tech Collaborative, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as "Confidential Information." It is the Submitting Party's responsibility and obligation to ensure that all such documents are sufficiently identified as "Confidential Information," and Submitting Party's designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act. If submitted electronically, the document file name should also clearly indicate it is "Confidential Information".

**Information submitted verbally to Mass Tech Collaborative will not be subject to these procedures and may be disclosed at any time without notice to the Submitting Party.**

3. Documents that are not accompanied by the written notification to Mass Tech Collaborative's General Counsel or are not properly identified by the Submitting Party as "Confidential Information" at the time of their initial submission to Mass Tech Collaborative are presumptively subject to disclosure under the Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.
4. At the time Mass Tech Collaborative receives documents from the Submitting Party, any such documents designated by Submitting Party as "Confidential Information" shall be segregated and stored in a secure folder on Mass Tech Collaborative's server or secure filing area, with access limited to appropriate Mass Tech Collaborative staff only. By submitting a grant application, request for response, or any other act that involves the submission of information to Mass Tech Collaborative, the Submitting Party certifies, acknowledges and agrees that (a) Mass Tech Collaborative's receipt, segregation and storage of documents designated by Submitting Party as "Confidential Information" does not represent a finding by Mass Tech Collaborative that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act; and (b) Mass Tech Collaborative is not liable under any circumstances for the subsequent disclosure of any information submitted to Mass Tech Collaborative by the Submitting Party, whether or not such documents are designated as "Confidential Information" or Mass Tech Collaborative was negligent in disclosing such documents.
5. In the event that Mass Tech Collaborative receives an inquiry or request for information submitted by a Submitting Party, Mass Tech Collaborative shall produce all responsive information without notice to the Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as "Confidential Information" in strict accordance with this Policy, the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as "Confidential Information", and, if not already submitted, that a formal, written public records request must be submitted by the requesting party to Mass Tech Collaborative's General Counsel for a determination of whether the subject documents are exempt from disclosure.
6. Upon the General Counsel's receipt of a formal, written public records request for information that encompass documents previously designated by Submitting Party as "Confidential Information", the Submitting Party shall be notified in writing of Mass Tech Collaborative's receipt of the public records request, and Mass Tech Collaborative may, but shall not be required to provide Submitting Party an opportunity to present Mass Tech Collaborative with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.
7. The General Counsel shall review the subject documents, the Public Records Act, and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.

**The General Counsel is the sole authority within Mass Tech Collaborative for making determinations on the applicability and/or assertion of an exemption to the Public Records Act. No employee of Mass Tech Collaborative other than the General Counsel has any authority to address issues concerning the status of "Confidential Information" or to bind Mass Tech Collaborative in any manner concerning Mass Tech Collaborative's treatment and disclosure of such documents.**

**Furthermore, the potential applicability of an exemption to the disclosure of documents designated by the Submitting Party as "Confidential Information" shall not require Mass**

**Tech Collaborative to assert such an exemption. Mass Tech Collaborative's General Counsel retains the sole discretion and authority to assert an exemption.**

8. Mass Tech Collaborative shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
9. In the event that Mass Tech Collaborative determines that the subject documents are exempt from disclosure, the requesting party may seek review of Mass Tech Collaborative's determination before the Supervisor of Public Records, and Mass Tech Collaborative shall notify the Submitting Party in writing in the event that the requesting party pursues a review of Mass Tech Collaborative's determination.
10. In the event the requesting party pursues a review of Mass Tech Collaborative's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders Mass Tech Collaborative to disclose such documents to the requester, Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.
11. In the event that Mass Tech Collaborative determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in their discretion, Mass Tech Collaborative shall not assert an exemption, Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

**The Submitting Party's submission of documentation to Mass Tech Collaborative shall require a signed certification that Submitting Party acknowledges, understands and agrees with the applicability of the foregoing procedures to any documents submitted to Mass Tech Collaborative by Submitting Party at any time, including but not limited to the acknowledgements set forth herein, and that Submitting Party shall be bound by these procedures.**

All documents submitted by Submitting Party, whether designated as "Confidential Information" or not, are not returnable to Submitting Party.

## THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE

### POLICY AND PROCEDURES FOR HOLDING PARTIES IN POSSESSION OF “CONFIDENTIAL INFORMATION”

From time to time, consultants, contractors, grantees, as well as other third parties interacting with Mass Tech Collaborative (collectively, the “Holding Party”) may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding Mass Tech Collaborative, its activities, its employees and/or third parties, such as applicants, consultants, grantees, recipients or respondents under Mass Tech Collaborative programs, which information is not generally known by or disseminated to the public as a matter of course. Information of this nature is sometimes referred to in this Agreement as "Confidential Information." Mass Tech Collaborative expects all Holding Parties to maintain the highest degree of professionalism, integrity and propriety with respect to Confidential Information at all times. In addition, the Massachusetts Conflict of Interest Statute, M.G.L. Chapter 268A, prohibits current and former state employees (defined in the statute to include regular full-time and part-time employees, elected or appointed officials and independent contractors) from improperly disclosing certain categories of Confidential Information or using it to further their personal interests, and the Massachusetts Fair Information Practices Act, M.G.L. Chapter 66A, contains numerous legal requirements aimed at protecting "personal data" from improper disclosure.

Mass Tech Collaborative's policy regarding a Holding Party's possession of Confidential Information has two key elements:

1. Holding Parties should not request or accept any more Confidential Information -- whether of a business or personal nature -- than is reasonably necessary under the circumstances; and
2. In the absence of a specific legal requirement compelling disclosure of Confidential Information in a particular instance, all Holding Parties are expected to take appropriate measures to safeguard such information from improper use and disclosure.

Because the relevant legal requirements and the nature and scope of the information in question can create uncertainty, holding parties are urged to confer with Mass Tech Collaborative's General Counsel if they have any questions about confidentiality, the scope or proper treatment of confidential information, or Mass Tech Collaborative's policies or procedures with respect to such topics. Holding Parties shall not substitute their own judgment for that of Mass Tech Collaborative's General Counsel in deciding whether particular information is innocuous data or Confidential Information that should be handled with care, or the advisability or sufficiency of safeguards with respect to particular types of information.

**Failure to comply with the Policies and Procedures relating to Confidential Information and Mass Tech Collaborative's obligations pursuant to the Public Records Act and other legal disclosure requirements can result in immediate termination of this Agreement, and/or potential legal liability.**

It should be noted that the obligations under these policies continue even after Mass Tech Collaborative's relationship with a particular applicant, recipient, or other third party ends or this agreement terminates.

In the absence of a specific legal requirement necessitating disclosure of particular information in a specific instance, Holding Parties are expected to protect Confidential Information from improper use and disclosure at all times. The following are examples of the kinds of protective procedures that should be followed:

- Limited Communication to Mass Tech Collaborative Personnel: Confidential Information should not be communicated to other Mass Tech Collaborative employees or consultants, except to the extent that they need to know the information to fulfill their Mass Tech Collaborative mission- related responsibilities and their knowledge of the information is not likely to result in misuse or a conflict of interest.
- Limited Communication to Non-Mass Tech Collaborative Personnel: Confidential Information should not be communicated to anyone outside Mass Tech Collaborative, including family members, except to the extent outside parties need to know the information in order to provide necessary services to Mass Tech Collaborative, its Holding Parties, or as otherwise directed by the General Counsel to comply with legal requirements necessitating disclosure, such as proper requests under the Public Records Act.
- Notification of Confidentiality: When Confidential Information is communicated to any person outside Mass Tech Collaborative, the individual receiving such information should be informed of its sensitive nature and the need to safeguard such information from improper use and disclosure. Mass Tech Collaborative may require that Holding Parties execute a confidentiality agreement that has either been provided or approved by the General Counsel before Confidential Information is disclosed to them.
- Mass Tech Collaborative Use Only: Confidential Information should only be used for Mass Tech Collaborative purposes. Under no circumstances may a present or former Holding Party "trade on" such information or otherwise use it, directly or indirectly, for personal gain or for the benefit of any party other than the owner of such information.
- Prevention of Eavesdropping, Unauthorized Viewing, etc.: Confidential matters should not be discussed in public places where unauthorized individuals could overhear the discussion. Common sense precautions should be taken with respect to verbal discussions of Confidential Information and in written form, such as stamping or marking such documents "CONFIDENTIAL", limiting access to files to those who "need to know," securing hard copy and electronic that contain Confidential Information when you are away from your desk, carefully limiting the circumstances in which (and exercising appropriate care when) such materials leave Mass Tech Collaborative's office, and limiting the addressees and "cc's" of letters, memoranda, emails and other communications containing Confidential Information to those individuals who reasonably need to see such communications. Confidential Information stored on electronic media should be properly secured to keep it from being accessed by unauthorized individuals.
- Compulsory Legal Process: All disclosure requests under the Public Records Act or in the form of requests for discovery, subpoenas, court or administrative orders or the like must also be referred to the General Counsel for appropriate handling.

**Questions concerning whether a given type of information or document in a Holding Party's possession is a "public record," and thus subject to disclosure under the Public Records Act, or is covered by an available exemption, should be directed to Mass Tech Collaborative's General Counsel. No other Mass Tech Collaborative employee is authorized to make such assessments or to provide any guidance to a Holding Party concerning potential disclosure of any information provided to or in possession of a Holding Party.**

In addition, all communications seeking inspection or other disclosure of materials in a holding party's possession under the Public Records Act must be referred promptly to the General Counsel.

**EXHIBIT M**  
**TRANSITION PLAN**

[Note to Respondents: The Transition Plan will negotiated and incorporated after the Effective Date of the Agreement]