

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of February, 2006, by and between **WARREN COUNTY SCHOOL DISTRICT**, with offices at 185 Hospital Drive, North Warren, Pennsylvania, hereinafter referred to as ----- "**SCHOOL DISTRICT**,"

AND

WEST PA NET, INC., a corporation with principal place of business at 20 Market Street Plaza, Warren, Pennsylvania, hereinafter referred to as ----- "**WEST PA NET, INC.**"

WHEREAS, the School District desires to obtain a custom designed fiber-optic wide area network for connections to specified Warren County School District locations as well as with Internet services to Allegheny Valley Elementary School for use there and distribution to other locations via the WAN network; and

WHEREAS, the Parties have agreed that West PA Net shall provide said custom designed fiber-optic wide area network for connections to specific Warren County School District locations and shall provide Internet services to Allegheny Valley Elementary School; and

WHEREAS, the parties have agreed upon the terms for the supply of said services and equipment and wish to set forth their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Provision of Internet Service:** West PA Net, Inc. shall provide Internet service to the School District through a primary connection point to be located at the hub site, which hub site at the inception of this agreement shall be the School District's Allegheny Valley Elementary School. (Any change in hub site location sought by the School District shall be performed at the sole cost of the School District.) West PA Net,

Inc., shall provide all labor, equipment and materials necessary for the provision of said service. West PA Net, Inc., anticipates that said services shall be delivered through a custom designed fiber-optic Ethernet backbone to the West PA Net, Inc., Networks Operation Center. Internet connection shall be scalable with a minimum starting bandwidth of 10 Mbps.

As a part of the provision of the Internet service, West PA Net, Inc., also agrees to provide IP registration and domain management, which will be performed by West PA Net, Inc., for the term of this contract. West PA Net, Inc., will provide to School District a class of Block C IP addresses (up to 255 such addresses) as a part of said Internet service. Additionally, West PA Net, Inc., shall provide Domain Name Services (DNS), which will be supplied from the West PA Net, Inc., Server located at the West PA Net, Inc., Network Operations Center.

2. **Provision of Wide Area Network (WAN):** West PA Net, Inc., shall provide the labor, equipment and materials necessary to construct and operate a custom designed wide area network connecting the Internet service provider at the primary connection point at Allegheny Valley Elementary School to the several School District facilities set forth on the attached Exhibit "A". Said WAN shall include fiber components for the purpose of providing service at the rate specified on Exhibit "A". The primary portion of the network will be configured in a tree and branch topology. The network will be configured with fault tolerance and fallback features. In the event of a single link failure, the system will notify West PA Net, Inc. of the failure. The failure will trigger notification procedures to West PA Net, Inc. and repairs will be initiated. The fiber based electronics that are proposed for each building will come equipped with dual power supplies and redundant optical interfaces. Monitoring capabilities include SNMP, FSP Element Manager and support for EFM standards Lightweight OAM&P (operations, administration, maintenance, and provisioning).

The connection to the WAN and the Internet will have a scaled connection based upon the immediate and the reasonably anticipated future needs of the School District. Future increases in the bandwidth in the WAN and to the Internet beyond those specified in Paragraph 1 can be negotiated through written request.

3. **Fitness for Particular Purpose and Services Not Provided:** The parties acknowledge that the system configuration described in the preceding paragraphs has been designed by West PA Net, Inc., based upon its expertise and experience in the delivery of similar services and systems. The School District does not have expertise in such systems and is relying upon the expertise of West PA Net, Inc., to provide the Internet connection and WAN. Accordingly, in the event the aforesaid system or products contemplated for use therein are not sufficient to deliver Internet services and the WAN at the rates and to the locations specified in this contract and Exhibit "A", the parties agree that it shall be the sole obligation of West PA Net, Inc., to reconfigure the system in order to deliver the performance as anticipated hereunder.

The services to be provided under the terms of this contract are as set forth in Paragraph One (1), Internet Service and Paragraph Two (2), Provision of Wide Area Network. No additional services not directly associated therewith are contemplated by the terms herein. However, nothing contained herein shall preclude the parties from contracting for additional services including, but not limited to: training and education on internet usage, email or other software applications; support, repair and/or maintenance on District equipment; and virus protection/security applications.

4. **Ownership of Equipment:** The equipment installed by West PA Net, Inc., shall be and remain the exclusive property of West PA Net, Inc. During the term of this contract, West PA Net, Inc., shall be afforded the opportunity to attach to School District facilities the various items of equipment necessary to the system contemplated hereunder. Prior to attaching said equipment, West PA Net, Inc., agrees to give advance notice to the School District so that the means and location of attachment can be arrived at by mutual agreement, which consent will not be unreasonably withheld by the School District. In making said connections and attachments, West PA Net, Inc., agrees not to commit waste upon the School District property and within thirty (30) days of the conclusion of the term of this contract, West PA Net, Inc., agrees to remove all of its equipment and to make any repairs or replacements to School District facilities in order to return said facilities to the condition which existed prior to the connection or attachment by West PA Net, Inc.

5. **Provision of Electrical Service:** The District will provide the appropriate electrical service sufficient to run the equipment attached to any of its facilities.

6. **E-Rate Compliance:** The parties acknowledge that one of the components of this contract critical to the School District is that the provision of Internet and WAN services contemplated hereunder be in compliance with the rules and regulations regarding e-rate reimbursement from the Universal Service Fund to the School District for telecom and Internet services. West PA Net, Inc., represents that it is familiar with said rules and regulations and that in addition to its other obligations hereunder to comply with applicable rules, laws and regulations, it will specifically comply with the laws, rules and regulations concerning e-rate reimbursement and that it will prepare and file FCC form 499 Q and other attachments, required to be filed by West PA Net, Inc. to remain a telecom eligible service provider during the term of the contract. West PA Net, Inc. is not responsible for filing any documents for the School District required for obtaining reimbursement from the Universal Service Funds concerning e-Rate reimbursement for telecom services except that West PA Net, Inc. shall provide any document specifically required of it by the administrator of the Universal Service Funds. West PA Net, Inc. shall provide the District with a copy of its FCC form 499 A showing its status as an initial telecom eligible service provider. In the event that West PA Net, Inc. is unable to provide said form prior to February, 2006 (when the District must file its FCC form 471) the District may, at its election, declare this agreement null and void, in which case the parties shall have no further obligation to one another.

7. **Contract Term:** The primary term of this contract shall be for a period of five (5) years commencing July 1, 2006 and concluding June 30, 2011. Despite the provisions of the preceding sentence, the parties acknowledge that in order to complete the installation of the wide area network WestPA Net and its subcontractors must obtain various pole attachment agreements from the owners of telephone poles that will be used to support the cabling. The owners of most telephone poles are either Verizon or Penelec who work under rules established by the PA Public Utility Commission. These rules establish response times to various consumer requests. Neither WestPA Net nor any

subcontractor can be assured that the pole owners will respond in a manner consistent with a completion date of July 1, 2006. Each pole owner must also undertake "make ready work" which involves providing space on each pole for the attachment of the fiber optic cables. WestPa Net will utilize its best efforts to obtain the required pole attachment agreements so that construction will be completed by July 1, 2006; however the parties acknowledge that delays beyond the reasonable control of West PA Net may result in a delay in the turn-up date of the system. Accordingly, and despite the provisions of the first sentence of this paragraph, the parties agree that West PA Net may, at its election, delay the commencement of its performance hereunder for a period of up to four months, or until November, 1 2006. However, in all instances the conclusion date will remain June 30, 2011. In the event that West PA Net elects to use any or all of such delay period, the monthly consideration payable by the School District hereunder shall be reduced on a pro rata basis. The pro rata calculation may be made both in terms of the number of days' delay elected by West PA Net beyond July 1, 2006 and in terms of the number of sites operable. In the event West PA Net shall elect not to commence performance at one or more sites by July 1, 2006, West PA Net shall give written notice thereof to the School District on or before June 20, 2006 and shall thereafter give the District at least five days notice prior to actual commencement at any given site.

The other provisions hereof notwithstanding, West PA Net, Inc., shall, after the execution of this Agreement, have such rights of entry as shall be reasonably necessary to go upon the property of School District in order to install the various elements of the system contemplated hereby so that said system is fully operational in accordance with the above time frame.

8. **Contract Price:** For the delivery of the items and services described herein, the School District shall pay to West PA Net, Inc., a one-time, non-recurring installation charge of \$500,000.00 (\$400,000.00 for WAN and \$100,000.00 for Internet), which one time payment shall be made within five days after the date the system becomes fully operational, and the additional compensation of \$17,616.66 per month, which the parties agree shall be allocated \$14,683.33 per month for the WAN network and \$2,933.33 per month for the Internet access services. West PA Net, Inc., shall submit

a monthly invoice to the School District on or after the last day of the month for which said items and services were so provided, which invoice shall be paid by the School District within thirty calendar days. Failure to pay said invoice within 30 calendar days will result in interest at the rate of 18% per annum accruing monthly on the unpaid amount, compounded daily until such invoice is paid. Should any invoice remain unpaid for 60 days past the due date West PA Net reserves the right to suspend service to School District after suitable written notice until such bills are brought current. Further, in the event that the School District shall fail to pay after such written notice and termination of service, West PA Net shall, at its election, be entitled to accelerate the remaining amounts due under this contract. Notice of such acceleration shall be given to School District in writing; upon the receipt thereof the School District shall be obligated to West PA Net in the full amount remaining due under the contract (less any credits owed by West PA Net to School District pursuant to paragraph 12 hereof) and upon payment of said accelerated amount West PA Net shall reinstitute service to School District.

9. **Contract Revisions:** The parties agree that Table 1 of Exhibit "A" contains the current list of 13 sites to be provided services pursuant to the terms of this Agreement. Both parties also agree and acknowledge that this list is subject to change during the anticipated term of the Agreement. The parties agree that should there be a reduction in the number of sites available within the Warren County School District (due to consolidations or closings only) and upon cumulative payment under this contract by the School District in the amount of \$1,067,000.00, including the initial \$500,000 payment, there shall be a reduction of one-thirteenth (1/13) of the WAN monthly cost for each such site reduced. Conversely, should there be an increase in the number of sites available for the provision of services called for under this Agreement the parties agree that they will in good faith renegotiate the contract terms specific to sites. Both parties hereto agree that the contract prices called for within this Agreement shall serve as a guide for said negotiations.

10. **Maintenance and Service Assurance:** During the term of this Agreement, all costs necessary to the proper operation and supply of the items and

services contemplated herein, including but not necessarily limited to the repair and replacement of malfunctioning equipment required to provide WAN and Internet services to the primary connection point and to the buildings described on Exhibit A, shall be the sole and exclusive obligation of West PA Net, Inc. The parties acknowledge that the proper functioning of the system is a critical component to the proper operation of the School District. The system contemplated hereby will be used directly by students in the learning process, by teachers in teaching and teaching preparation, and by District Administrators and other staff in the keeping of records and the accessing of necessary information and in communications inherently necessary to the operation of a School District under existing circumstances. Accordingly, West PA Net, Inc., agrees that it will schedule normal maintenance functions (provided that at least 24 hours advance notice by writing is provided by West PA Net, Inc., to the School District) between 11:00 p.m., Fridays and 7:00 a.m., the succeeding Mondays and between 11:00 p.m., and 7:00 a.m., on the remaining days of the week. These times may be adjusted on a per incident basis if more time is needed to perform a certain maintenance function, and the School District agrees that it will not unreasonably withhold its permission for such incidents. Additionally, West PA Net, Inc., agrees to retain and make available to the School District maintenance personnel available on a 24 hour per day, 7 day a week basis whose responsibility it will be to promptly repair system malfunctions reported by the School District personnel or by West PA Net, Inc.'s automatic notification equipment. In addition, West PA Net, Inc., agrees to maintain in its inventory a sufficient quantity of spare parts for those elements of the system most likely to need repair or replacement so that most repairs can be made in no more than four (4) hours after notification to West PA Net, Inc. of the malfunction. The School District agrees to provide access to West PA Net, Inc. to any and all locations of facilities where services are being provided herein on a twenty four (24) hour per day seven (7) day a week basis. West PA Net, Inc. agrees that it will repair system malfunctions reported by the School District personnel or by West PA Net, Inc. automatic notification equipment within a minimum of four (4) hours after notification to West PA Net, Inc. of the malfunction. The School District shall provide to West PA Net, Inc. a phone number or specified single point of contact for all School District facilities to provide said access to a representative of West PA Net, Inc.

The parties acknowledge and agree that a force majeure event (as hereinafter defined) shall supercede the preceding provisions of this paragraph; however, West PA Net, Inc. agrees to utilize its best efforts to promptly repair any damage occasioned by a force majeure event.

11. **System Failures:** System Failures shall be analyzed on a monthly basis. Except as hereinafter defined, a system failure as used herein shall not include any failure due to a force majeure (as defined later in this Agreement) or an item or condition beyond the control of West PA Net, Inc., such as the loss of electrical power, Primary Internet service provider (Sprint, MCI, etc) failures, or local loop (for example Alltel, Verizon, etc) network failures. However, a system failure shall include any failure due to any problem with any component or items supplied by West PA Net, Inc., hereunder (including the breakage or malfunction thereof) as well as any failure due to improper or insufficient design of the system to meet the needs and conditions then existing. Without intending to limit the generality of the foregoing, the parties agree that the term system failure shall include diminished service below the rates specified within Schedule A, in addition to the loss of service altogether. Except as set forth in the last subparagraph of this Section 11, a system failure is a failure regardless of the number of sites affected. The hours of service affected are calculated as being between the reported time a site (or sites) fail and the time the system is restored to full capacity. A system failure shall not include time during scheduled maintenance, as described in the preceding paragraph.

As used elsewhere in this Agreement, conditions which result in a system failure lasting (cumulatively) more than 15 hours but less than 35 hours within any given month shall be regarded as a Class 1 failure. As used elsewhere in this Agreement, conditions which result in a system failure lasting (cumulatively) more than 35 hours but less than 60 hours within any given month shall be regarded as a Class 2 failure. As used elsewhere in this Agreement, conditions which result in a system failure lasting (cumulatively) more than 60 hours within any given month shall be regarded as a Class 3 failure.

Notwithstanding the preceding provisions of this paragraph, the parties acknowledge that a failure at a single site is less serious than a system wide failure. In

recognition of this fact the parties agree that when the failure is limited to a single site the number of hours of failure (utilized to classify the Class of failure) shall be reduced by one-half. By way of example, if a four hour failure shall occur at Warren Area Elementary Center and at no other site, the failure shall be regarded as having lasted two hours. This reduction shall apply at all sites except for the hub site.

12. **Remedies for System Failure:** For the purposes of this paragraph a Class 1 failure shall be assigned the numerical value of 1; a Class 2 failure shall be assigned the numerical value of 2; a Class 3 failure shall be assigned the numerical value of 3. When, at any time during the term of this contract the numerical values of the failures shall (in any combination) total the sum of 10 or more, the School District may, at its election, terminate this contract under the termination provisions hereinafter set forth. In addition to and not in lieu of the termination remedy, the monthly contract price called for hereunder shall be reduced by 25% during each month in which there shall be a Class 1 failure, shall be reduced by 50% during each month in which there shall be a Class 2 failure, and shall be done away with entirely during any month in which there shall be a Class 3 failure. (At the election of West PA Net the waiver of payment for the month in which there is a Class 3 failure may be postponed until the end of the contract period [or the end of the service period in the event the contract is terminated early]. By way of example, if West PA Net shall suffer a Class 3 failure during the first month of the contract term West PA Net may elect to be paid in full for that month with the commensurate understanding that the School District will receive full service from West PA Net in month 60 without payment therefor. If a second Class 3 failure is subsequently suffered and West PA Net elects to be paid in full for that month then the School District will receive full service from West PA Net in month 59 without payment therefor, and so forth.)

In the event the School District shall elect to terminate this contract per the terms of the preceding paragraph, the School District shall give notice by writing to West PA Net, Inc. Said notice shall specify the effective date of termination.

13. **Termination by West PA Net, Inc.:** West PA Net, Inc., may terminate this Agreement for cause, which shall mean the School District's failure to comply with its obligations hereunder including but not limited to any failure to pay any invoice within thirty (30) days after the due date of that invoice. The previous sentence notwithstanding, West PA Net, Inc., shall not have the ability to terminate this Agreement until it has provided written notice of the breach to the School District and the School District has failed to cure the breach within thirty (30) days after delivery of such notice or the School District has failed to assert why it believes no such cause exists.

14. **Cover:** In the event the School District shall terminate the contract as hereinabove provided, the parties acknowledge that the District shall be entitled to a pro rata reimbursement of the one-time, non-recurring installation charge of \$500,000 called for under the preceding provisions hereof, and that it will be necessary for the School District to obtain a replacement provider for the services and items contemplated hereunder. As to said one-time, non-recurring installation charge of \$500,000 the parties agree that within thirty (30) days after the effective date of termination West PA Net, Inc. shall reimburse to the District that portion of said charge calculated as follows: $\$8,333.33 \times$ the total number of months between the effective date of termination and June 30, 2011.

As to the monthly charge for services contemplated by this contract the District agrees to utilize a competitive bidding process similar (but not necessarily identical) to the process engaged in by West PA Net, Inc., prior to the formation of this contract in order to secure said alternate provider. The parties agree that, subject to the limitations set forth below, West PA Net, Inc., shall be liable in damages (in the form of cash) to the School District for any difference in price between which the alternative provider will provide said items and services and the price called for under this contract. The preceding sentence notwithstanding, the parties agree that the liability of West PA Net shall be limited to the maximum amount of \$150,000.00.

15. **Force Majeure:** Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God,

fires, floods, wars, sabotage, accidents, labor disputes or shortages. The parties specifically contemplate that a force majeure will include, but is not limited to, damage to fiber optic cable occasioned by automobile accident, storm damage, or pole failure. However, failure of other equipment shall not be regarded as a force majeure.

16. **Relationship of Parties:** West PA Net, Inc., represents and acknowledges that in the performance of the work contemplated hereunder, it is an independent contractor and not an agent, servant or an employee of the School District. The Parties understand that West PA Net, Inc., acting under the scope of this Contract, has no authority to assume or create any obligation whatsoever, express or implied, on behalf of or in the name of the School District or to bind the School District in any manner whatsoever. Nothing contained in this Agreement shall be construed to create a joint relationship or partnership between the School District and West PA Net, Inc. to authorize either party to act as a general agent or undertake contracts for the other party. The Parties agree that they conduct completely separate businesses and are separate entities.

17. **Use of Subcontractors:** West PA Net, Inc., shall have the right to subcontract any portion of the work or to use such other subcontractors as it may deem necessary, provided that the utilization of such subcontractors or consultants shall not relieve West PA Net, Inc. of its obligation under this Agreement. West PA Net, Inc., hereby acknowledges that any subcontractors or such other consultants West PA Net, Inc., deems necessary shall be retained at the sole cost and expense of West PA Net, Inc., The School District shall not incur any additional financial obligations other than those specifically set forth in this Agreement. West PA Net, Inc., is responsible for the work performed and produced by any and all subcontractors and consultants, if any, used by West PA Net, Inc., in the completion of the project. Any and all work performed and produced by such subcontractors and consultants must conform with the requirements of this Agreement, and must be completed in accordance with the standards stated herein.

18. **Insurance:** West PA Net, Inc. shall secure and maintain, at its sole cost and expense, general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence to protect the School District and its employees against claims arising out of West PA Net, Inc.'s services during the Agreement for damage in law or in equity, for property damage and personal injury, including wrongful death.

19. **Certificate of Insurance:** Prior to beginning the work contemplated hereunder, and thereafter at the request of the School District, West PA Net, Inc., shall furnish to the School District, a Certificate from an Insurance Carrier authorized to do business in Pennsylvania indicating: (1) the existence of the insurance required under the preceding paragraphs of this Agreement; (2) the amount of coverage for such insurance; and (3) the list of exclusions for all insurance coverage. Such exclusions must be acceptable to and approved by the School District.

20. **Standard of Care:** West PA Net, Inc., agrees that it will exercise the care and diligence expected and required by law of a comparably situated telecommunications provider in the application of its professional knowledge to accomplish the purpose for which it is retained. West PA Net, Inc., represents that it has the experience, skill and knowledge to perform its responsibilities under the Agreement so as to attain the required standard of care and diligence. The services provided by West PA Net, Inc., shall be rendered at such times and in such manner as West PA Net, Inc., shall determine, provided that such services shall always be completed in a competent, workmanlike and timely manner. It is expressly agreed that any review or approval by the School District of the plans and/or designs shall not diminish West PA Net, Inc.'s obligation to provide designs and plans that are adequate and sufficient to accomplish the purposes of the project.

21. **Compliance with Law:** In the performance of the work hereunder, West PA Net, Inc., agrees to abide by all applicable state and federal laws, regulations and other requirements applicable to the work contemplated hereunder.

22. **Confidentiality:** West PA Net, Inc. shall not disclose to others any confidential information gained by virtue of this Agreement, which shall include information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the School District.

23. **Conflict:** West PA Net, Inc., shall not, in connection with this Agreement, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendations, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the School District. Except with the written consent of the School District, none of West PA Net, Inc., its partners, officers, directors, owners, or shareholders shall have a financial interest in any other contractor, subcontractor, or supplier providing technology services, equipment or materials to the School District.

24. **Assignment:** This Agreement is for the professional services of West PA Net, Inc., and performance hereunder may not be assigned or transferred by West PA Net, Inc., without written consent of the School District. This provision shall not prevent West PA Net, Inc., from retaining or consulting with subcontractors or consultants at West PA Net, Inc.'s sole responsibility and expense as may be necessary for the proper development of this project.

25. **Modification:** West PA Net, Inc. hereby acknowledges receipt of notice that no person has any authority to amend or modify this Agreement or waive any term or provision hereof, except by written amendment hereto approved by the School District Board.

26. **No Third Party Beneficiary:** Nothing in this Agreement, or in any subsequent amendments hereto, or in any other document incorporated herein by reference or issued hereunder, express or implied, is intended to or shall be construed to confer upon or give to any person, firm or corporation, or any governmental agency other than the School District, its successors and assigns and West PA Net, Inc., any right,

remedy or claim, legal or equitable, whether as third party beneficiary or otherwise. This Agreement and all provisions applicable hereto or incorporated herein being intended to be and being for the sole and exclusive benefit of the School District, its successors and assigns and West PA Net, Inc.

27. **Indemnification:** West PA Net, Inc., shall defend, protect, indemnify and hold harmless the School District from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands, or judgments of any nature arising out of or resulting from performance by West PA Net, Inc., of this Agreement, provided that such liability, loss, damages, costs, expenses, causes of action, suits, claims, demands, or judgments are caused in whole or in part by the negligent, reckless or intentional acts or omissions of West PA Net, Inc., its employees, its agents or West PA Net, Inc., subcontractors, or by the failure of West PA Net, Inc., to perform its obligations hereunder. The School District shall defend, protect, indemnify and hold harmless the West PA Net, Inc., from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands, or judgments of any nature arising out of or resulting from performance by School District of this Agreement, provided that such liability, loss, damages, costs, expenses, causes of action, suits, claims, demands, or judgments are caused in whole or in part by the negligent, reckless or intentional acts or omissions of School District, its employees, its agents or School District's subcontractors, or by the failure of School District to perform its obligations hereunder.

28. **Status Reports:** West PA Net, Inc. acknowledges that the School District has the right throughout the duration of this Project to view, discuss, and receive satisfactory explanations upon request as to the status of the work hereunder, or any work produced in accordance with the terms of this Agreement.

29. **Waiver:** West PA Net, Inc., acknowledges that waiver or failure to enforce any of all of the provisions of this Agreement does not constitute the School District's waiver of its rights to enforce any such provisions or terms in the future.

30. **Governing Law:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the remaining provisions herein.

31. **Entire Agreement:** Upon acceptance of this Agreement, the terms and conditions represented herein shall constitute the entire agreement between the Parties and supersedes all prior agreements, understanding and negotiations between the Parties, whether oral or written. The Agreement shall not be amended or modified except by written agreement executed and signed by the Parties hereto.

32. **Notice:** All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered by Registered Mail, postage prepaid, Return Receipt Request and sent to for West PA Net, Inc., to West PA Net, Inc., P.O. Box 703 , Warren, PA 16365, and for the School District to Warren County School District, Curwen Building, 185 Hospital Drive, North Warren, Pennsylvania 16365.


33. **Sales Tax:** This agreement is executed with the understanding no sales taxes are applicable.

34. **Financing Contingency:** The other provisions hereof notwithstanding the parties acknowledge and agree that the obligations hereunder shall be contingent upon WestPA Net Inc.'s receiving financing, at commercially reasonable rates and upon normal terms, for the sum of One Million Forty-Five Thousand One Hundred Eighty-Two Dollars (\$1,045,182). WestPA Net Inc. agrees to utilize its best efforts to secure said funding. If said funding is not secured on or before April 15, 2006, either party hereto may elect to declare this agreement null and void by the delivery of written notice thereof to the other party. In said event WestPA Net Inc. agrees to pay the sum of seven thousand five hundred ~~xxxxxxxxxxxx~~ thousand dollars (\$ 7,500.00) to the School District in recognition of out of pocket costs which the School District will have suffered in the unsuccessful pursuit of

this transaction. Upon the making of said declaration and the payment by said sum the parties agree that they shall have no further obligation to one another.

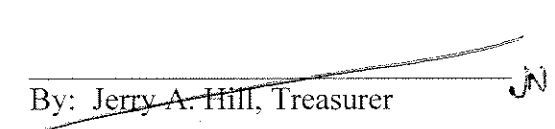
IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, for themselves, their respective heirs, executors, successors and assigns, have hereunto set their hands and seals the day and year first above written.

WEST PA NET, INC.


By: Michael S. Flannery,
Vice President & Network Manager


By: Elaine M. Bailey, President


By: Thomas P. Nuhfer, Secretary


By: Jerry A. Hill, Treasurer

WARREN COUNTY SCHOOL
DISTRICT


By: Jacki Nuttall, President,
Board of School Directors