

MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is entered into and effective this 15th day of February, 2022 (“Effective Date”) by and between Zito Media Communications, LLC, a Delaware limited liability company dba Zito Business (“Zito”), having an address of 102 South Main Street, Coudersport, Pennsylvania 16915 and Warren County School District (“Customer”) having an address of 6820 Market Street Extension, Russell, Pennsylvania 16345. Zito and Customer shall each sometimes be referred to herein as “Party” and collectively as the “Parties.”

WHEREAS, Zito provides certain telecommunications or telecommunications-related Services (as defined in Section 1) and Customer seeks to obtain such Services from Zito as further specified in the Technical Service Agreement (“TSA”) and subject to this MSA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. PRODUCTS AND SERVICES:

The purpose of this MSA is to provide terms, conditions and a framework within which Customer may from time to time purchase certain commercial, business grade telecommunication Product(s) and Service(s) as set forth in the TSA attached hereto or executed after the Effective Date (“Services”) from Zito. Zito will configure all of the programming and connections to its network to provide the agreed Product(s) and Service(s) under this Section in accordance with known Customer specifications. Zito will provide the managed data equipment necessary to physically complete and monitor these connections. Additional terms and conditions that apply to each type of Service are set forth in TSAs (each a “TSA”), and each such TSA executed by Customer shall become part of this MSA. This MSA, the applicable TSAs, the Service Level Agreement (“SLA”) and any other attachments incorporated therein shall collectively be referred to as the “Agreement.”

2. EQUIPMENT/FACILITY INSTALLATIONS:

Customer shall provide all required and necessary wiring, electrical, environmental and UPS power backup within each building other than required electronics and the main optical fiber connection into the building which shall be provided by Zito. Customer is responsible, at its sole cost and expense, for connecting to the interface point where Zito hands the service to Customer (the “Hand Off Point”) specified in the TSA. Equipment and service beyond the Hand Off Point and/or interconnection between Zito facilities and terminal equipment and the wiring at the Hand Off Point shall be the responsibility of Customer (“Customer Equipment”).

Installation of certain Product(s) and Service(s) may require network expansion and/or infrastructure build-out. Such network expansion may be subject to weather related concerns, right of way and utility time frames that may affect access to poles, conduits or other corridors. Zito will exercise reasonable efforts to minimize such delays, to inform the Customer of any such delays and to provide Product(s) and Service(s) under any TSA by the scheduled installation date. Scheduled installation dates are estimates only. Zito will not be liable for any damages related to delays in meeting any installation or service dates due to Force Majeure events as set forth in Section 8 below.

3. TERM:

A. MSA Term. This MSA shall become effective on the Effective Date and remain in full force and in effect for five (5) years (the "Initial Term") unless terminated earlier as set forth in this MSA. In the event the period of time for a particular Service or Services to be provided by Zito to Customer pursuant to the applicable Technical Services Agreement(s) extends beyond the expiration or other termination of this Agreement, the Term shall be automatically extended for the duration of the provision of that Service, subject to specific Service termination provisions set forth herein.

B. TSA Term. The Technical Services Agreement ("TSA") term will commence on the Service Commencement date for a term duration as specified in the applicable TSA ("Initial Term").

4. PAYMENT:

A. **Payment of Service Fees.** Customer agrees to pay the service fee set forth in each TSA (the "Service Fee"). Unless otherwise provided in the TSA, the Service Fee will accrue beginning on the Service Commencement Date and will be billed monthly in advance. The Installation Fee will be billed in the first invoice as a non-recurring item. Payments shall be made by check, payable to Zito or by electronic transfer as mutually agreed, and are due no more than thirty (30) days from the date of the invoice. Interest will accrue on past-due and undisputed balances at one and a half percent (1.5%) per month until paid. If Customer is exempt from any portion of sales or gross receipts tax, Customer must provide a completed exemption certificate to Zito. If Customer fails to provide a completed exemption certificate to Zito prior to issuance of the first monthly invoice, Zito will apply the applicable sales or gross receipts tax to the Service Fee. Taxes and surcharges imposed by third parties may change from time to time. Zito shall notify Customer in writing of any such changes.

B. **Taxes and Fees.** All charges listed on the TSA are exclusive of applicable federal, state, and local use, excise, sales, value added, consumption, gross receipts, access, franchise, and other taxes, fees, assessments, duties, and surcharges (including, without limitation, any universal service fund surcharge), in connection with the provision, sale, or use of the Services or facility furnished to Customer, (collectively, "Taxes"). Customer will pay all Taxes and any costs or fees with respect to the Services and arising from, or in connection with, an order, rule, or regulation of any federal, state, or local government, agency, or court, or as may be otherwise necessary to recover amounts that Zito is required by governmental or quasi-governmental authorities to collect from, or pay to, others to support statutory or regulatory programs. Customer will pay any such taxes and fees that subsequently become applicable. Zito may levy any such taxes and fees to Customer on a retroactive basis to the extent permitted by applicable law. If Customer believes it is exempt from Taxes, Customer will provide Zito with a valid exemption certificate and any other information with respect to such exemption as Zito may reasonably require. For clarity, Customer will not pay taxes on Zito's net income.

C. **Payment Disputes.** If Customer disputes any portion of an invoice, then Customer must submit a written claim including all relevant documentation to Zito no later than thirty (30) days after the due date for the disputed charge. The Parties shall negotiate in good faith to resolve any dispute. Zito shall credit all disputed charges resolved in Customer's favor retroactive to the date the disputed charges first appeared on Customer's invoice. For any disputes that are not resolved in favor of Customer, Zito shall provide a detailed explanation for denial of the Customer's claim along with any applicable calculation(s).

5. TERMINATION:

A. **Default.** If either party defaults in the performance of any material provision of this Agreement, including provisions within an incorporated TSA, then the non-defaulting party may give written notice to the defaulting party that if the default is not cured within ten (10) days (in the case of a monetary default) or thirty (30) days (in the case of a non-monetary default) the affected TSA(s) will be terminated. Zito may suspend the Services between such time that Customer receives a notice of monetary default and such time that Customer cures said default. If all TSAs are terminated pursuant to this Section, the non-defaulting party may terminate this MSA.

B. **Customer Termination.** If Customer chooses to terminate any TSA, (i) for its own convenience or (ii) without cause, before the end of the Initial Term, all remaining monthly recurring charges for the remainder of the term of such TSA shall be immediately due and payable by Customer to Zito, as liquidated damages. Customer shall have the right to terminate any TSA if at any time Customer experiences a severe service impacting outage with duration of: (i) more than 24 consecutive hours, (ii) one hour or more 3 times over any calendar quarter period or (iii) one hour or more 9 times over any calendar 12 month period. Customer shall provide ten (10) days written notice of termination to Zito and will have no further obligation to Zito, other than for telecommunication services provided up to the date of termination and for any Zito owned equipment that is not returned. All other TSAs shall be unaffected by the termination of a TSA unless such outages shall also affect the services outlined in the other TSAs.

C. **Customer Service Standards.** Zito shall provide a service quality that complies with industry standards. Customer shall be provided with the SLA for each main Product or Service type attached to and incorporated in each TSA. Customer shall provide written notice to Zito of any failure to meet such SLA standards, and Zito shall have reasonable time to remedy such failure. Zito shall not be responsible for any (i) service failure or disruption caused by Customer's employees, contractors, vendors or agents; (ii) failure of electrical power or equipment not supplied by Zito; (iii) optical fiber cuts, wire cuts, or other customer equipment damage caused by Customer's employees, contractors, vendors or agents; (iv) an outage of the Customer's network or (v) a failure of Customer's inside wiring or its network hardware.

D. **Cover and Bond:** In the event the Customer shall terminate the Agreement as hereinabove provided, the parties acknowledge that it will be necessary for the Customer to obtain a replacement provider for the services and items contemplated hereunder. The parties agree that Zito shall be liable in damages to the Customer for any industry reasonable difference in price between which the alternative provider will provide said items and services and the price called for under this Agreement. This provision is not intended to in any way limit any other damages that the Customer may be entitled to either at law or in equity.

So long as this Agreement remains in effect and for 1 year thereafter, Zito shall also maintain, at its sole cost and expense, a performance, labor, and materials/equipment bond in the amount of 100% of the total yearly contract price .

6. INDEMNIFICATION:

Customer shall defend, indemnify, hold free and save harmless Zito and Zito's directors, officers, employees, agents, and representatives, from any losses, actions, demands, suits, judgments and claims of any kind (and regardless of when any claims are asserted), including any expenses, reasonable attorneys' fees or costs incident thereto, filed or presented by any person or entity in connection with, arising from or in relation to Customer's or Customer's directors, officers, employees, agents, or representatives (i) violation of any law, regulation, or ordinance; (ii) violation of any term of this Agreement; or (iii) actions or performance in accordance with the terms of this Agreement. Customer's duties and obligations in accordance with this provision shall survive the termination of this Agreement.

Zito shall defend, indemnify, hold free and save harmless Customer and Customer's directors, officers, employees, agents, and representatives, from any losses, actions, demands, suits, judgments and claims of any kind (and regardless of when any claims are asserted), including any expenses, reasonable attorneys' fees or costs incident thereto, filed or presented by any person or entity in connection with, arising from or in relation to Zito's or Zito's directors, officers, employees, agents, representatives, or subcontractors (including the subcontractors' employees or agents) (i) violation of any law, regulation, or ordinance; (ii) violation of any term of this Agreement; or (iii) actions, performance, or work in accordance with the terms of this Agreement. Zito's duties and obligations in accordance with this provision shall survive the termination of this Agreement.

7. INSURANCE:

During the Term, Zito shall, at its expense, secure and maintain in force, general liability insurance, with competent and qualified issuing insurance companies, including the following coverage: Worker's Compensation Insurance and Employers Liability Insurance with limits of \$100,000.00 (one hundred thousand dollars) or the minimum amount required under Pennsylvania law (whichever is higher) for each occurrence; and Commercial General Liability Insurance (covering liability assumed in this Agreement); such that the total available limits to all insureds will not be less than \$1,000,000.00 (one million dollars) combined single limit for each occurrence and \$1,000,000.00 (one million dollars) aggregated for each annual period, and umbrella liability insurance coverage with limits not less than \$3,000,000 (above the primary policy). Such insurance may be provided in policy or policies, primary and excess, including the so-called umbrellas or catastrophic forms.

During the Term, Customer shall, at its expense, secure and maintain in force, with competent and qualified issuing insurance companies: Commercial General Liability Insurance (covering liability assumed in this Agreement); such that the total available limits to all insureds will not be less than \$1,000,000.00 (one million dollars) combined single limit for each occurrence and \$1,000,000.00 (one million dollars) aggregated for each annual period, and umbrella liability insurance coverage with limits not less than \$3,000,000 (above the primary policy). Such insurance may be provided in policy or policies, primary and excess, including the so-called umbrellas or catastrophic forms.

Said insurance shall protect Zito and the Customer from and against any and all claims, demands, action, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly,

from or by reason of such loss, injury, death, or damage as a result of Zito's operations and performance in accordance with the Agreement. Each policy of insurance herein mentioned shall carry with it an endorsement to the effect that the insurance carrier will provide to the Customer, by certified mail, written notification of any cancellation/termination, modifications, or alterations to the policy at least thirty days prior to the effective date of any such modification, alteration or cancellation/termination.

All insurance policies required of Zito under the terms of the Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against the Customer, its agents, directors, officers, employees, or Board Members, it being the intention of the parties that the insurance so effected shall protect all such parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance. Prior to beginning the work contemplated hereunder, and thereafter at the request of the Customer, Zito shall furnish to the Customer, Certificates 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) that Zito and the Customer are covered by all the policies; (3) the amount of coverage for such insurance; and (4) the list of exclusions for all insurance coverage.

8. FORCE MAJEURE:

Zito's ability to provide the Services may be impeded by events or actions beyond Zito's reasonable control, including, without limitation: acts of God; acts of nature such as floods, fires, hurricanes, earthquakes; acts of war or terrorism, including cyber-terrorism; power outages; internet outages; fiber cuts; labor difficulties of Zito or any of its third-party contractors or suppliers (including, but not limited to, strikes, slowdowns, picketing or boycotts); failure of third-party suppliers; changes in applicable laws and regulations; utility make-ready delays; pandemics; or any other cause or circumstances beyond the control of Zito ("Force Majeure"). However, equipment failure or any failure due to any problem with any component or items supplied by Zito 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 shall not be regarded as a Force Majeure Event. Zito shall not be responsible to Customer for any failure to provide the Services due to an event of Force Majeure.

9. DISPUTE RESOLUTION:

Any disagreement or dispute between the Parties shall, if not promptly resolved by mutual agreement, be reduced to writing and submitted to executive officers of each Party designated by such Party to handle such disputes. Within thirty (30) days of the submittal, such executive officers may, upon mutual agreement, meet to resolve the dispute and to hear any arguments that a Party wishes to make in connection therewith. If the executive officers reach an agreement on the disposition of the dispute, they shall promptly issue their joint written decision resolving the dispute. Any dispute so dealt with shall be conclusively and finally decided and shall not be the subject of any litigation. Should the executive officers be unable to promptly resolve a dispute, either Party may commence litigation in a court of competent jurisdiction and venue.

10. NOTICES:

All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by certified or registered mail (return receipt requested), overnight express air courier (charges prepaid), facsimile (with electronic answer back) or in person to the following individuals at the following addresses or such other individuals or addresses as to which a Party may have notified the other in writing and such notice shall be effective on the date of receipt or refusal thereof by the receiving Party:

If to Customer:

Warren County School District
6820 Market Street Extension
Russell, PA 16345
Attention: Superintendent
Telephone: (814) 723-6900

If to Zito:

Zito Media Communications, LLC
102 South Main Street
PO Box 665
Coudersport, PA 16915
Attention: Colin Higgin
Telephone: 814-260-9588
Facsimile: 814-260-9410

11. ASSIGNMENT:

This Agreement shall be binding upon the Parties and their respective successors and assigns. Customer shall not assign or otherwise transfer its rights hereunder or any interest herein without prior written consent of Zito. When utilizing subcontractors, Zito agrees to adhere to the requirements of Act 72 (43 P.S. § 933.1, et. seq.)

12. GOVERNING LAW AND VENUE AND ORDER OF PRECEDENCE:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to its choice of law principles. The Parties agree that the State Courts in Potter County, Pennsylvania and Federal Courts sitting in Erie, Pennsylvania shall have proper and exclusive jurisdiction and venue for any court proceedings arising from this Agreement. In the event of a conflict between the terms of this MSA and the terms of any TSA, precedence will be given in the following order: (i) the TSA; and (ii) the MSA.

13. DISCLAIMER OF WARRANTIES:

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ZITO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT. ZITO SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

14 CONFIDENTIALITY:

“Confidential Information” shall mean all information, including this Agreement and all written or oral pricing and contract proposals exchanged by the Parties, regarding the telecommunications needs of Customer and the Services that Zito offers under this Agreement which is disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”), regardless of whether such information is expressly marked or identified as confidential or proprietary. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Agreement, shall not be considered Confidential Information. A Receiving Party, including its officers, directors, employees, partners, affiliates, agents and representatives, shall hold all Confidential Information in confidence from the time of disclosure until three (3) years following its disclosure. During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations under this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees that have a need to know for such purposes; (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, the Receiving Party will notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek relief, will cooperate with the Disclosing Party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure. Notwithstanding anything in this Section to the contrary, the fact that Customer is a customer of Zito shall not be deemed Confidential Information and Zito may disclose the same without liability therefore.

15. E-RATE COMPLIANCE:

The parties acknowledge that one of the components of this Agreement critical to the Customer is that the provision of services contemplated hereunder be in compliance with the rules and regulations regarding e-rate reimbursement from the Universal Service Fund to the Customer for telecom and internet services. Zito represents that it is familiar with said rules and regulations and that, in addition to its other obligations hereunder, Zito (i) will comply with applicable rules, laws and regulations; (ii) will specifically comply with the laws, rules and regulations concerning e-rate reimbursement; (iii) will prepare and file the necessary reports to ensure that the Customer can obtain said reimbursement from the Universal Service Fund; and (iv) will provide the Customer with copies of all documentation relative E-Rate compliance. Zito and the Customer agree to utilize the E-Rate reimbursement procedure under which Zito (i) submits at the end of the funding year a Form 474 for the twelve months of services Zito has provided, (ii) receives the reimbursement from the Universal Service Fund and (iii) sends such reimbursement amount to the Customer so long as this Agreement remains in effect. In the event that Zito fails to adhere to the terms of this provision in any regard, the Customer shall provide Zito with written notice of any necessary action required of Zito. In the event that Zito fails to complete the necessary action within 30 days of the receipt of said notice, the Customer, at its discretion, shall have the right to immediately terminate this Agreement. The Customer represents that it is familiar with said rules and regulations and that, in addition to its other obligations hereunder, the Customer (i) will comply with applicable rules, laws and regulations; (ii) will specifically comply with the laws, rules and regulations concerning e-rate reimbursement; (iii) will prepare and file the necessary reports to ensure that Zito can obtain said reimbursement from the Universal Service Fund, including without limitation, Forms 470, 471 and 486; and (iv) will provide Zito with copies of all documentation relative to E-Rate compliance. In the event that the Customer fails to adhere to the terms of this provision in any regard, Zito shall provide the Customer with written notice of any necessary action required of the Customer. In the event that

the Customer fails to complete the necessary action within 30 days of the receipt of said notice, Zito, at its discretion, shall have the right to immediately terminate this Agreement.

16. ZITO CERTIFICATION:

Zito certifies that it is not the subject of the FCC's Red Light Rule and that it does not have any obligations outstanding with the FCC, USAC, or any other federal agency.

17. NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY:

Zito agrees that neither Zito nor any subcontractor, where applicable, shall discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, religion, ancestry, marital status, sexual orientation, or sex. Zito and any subcontractor, where applicable, shall ensure that all qualified applicants are recruited and employed, and that all employees are treated equally in all aspects of their employment, regardless of age, race, creed, color, national origin, religion, ancestry, marital status, sexual orientation or sex.

Zito further agrees that Zito and all subcontractors shall comply with the Equal Employment Opportunity provisions specified in 41 CFR 60-1.4(b), which are incorporated herein by reference as if stated fully herein.

18. COMPLIANCE WITH ADDITIONAL FEDERAL REQUIREMENTS:

To the extent applicable, Zito and all subcontractors shall comply with (i) the "Anti-Kickback Act" (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); (ii) the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5); and (iv) the requirements, including any certification and disclosure requirements, of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

19. AUTHORITY:

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. The undersigned agree, in their individual capacities, to defend, hold harmless, and indemnify the other party against all claims to the effect that the undersigned are without the authority to execute this Agreement or are not authorized to enter into this transaction.

20. DRAFTMANSHIP:

The parties acknowledge that this Agreement is the joint work product of the parties. Accordingly, in the event of any ambiguity in this Agreement, the parties mutually desire that no inferences be drawn against either party and that the ambiguity not be interpreted against either party on the basis of authorship of this Agreement.

21 ENTIRE AGREEMENT/SEVERABILITY/NON-WAIVER:

This Agreement shall constitute the Parties' entire understanding and agreement related to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified except in writing signed by both Parties and approved by the Customer's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act. Any provision that is prohibited in any jurisdiction shall, as to each such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereto or affecting the validity of such provisions in any other jurisdiction. The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions, which shall nevertheless be and remain in full force and effect. Additionally, the waiver of the breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

22. SAVINGS CLAUSE:

If any provision of this Agreement is held to be partially or completely unenforceable, this Agreement shall be deemed to be amended to the extent necessary to partially or completely modify such provision or portion to make it enforceable, or if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provisions or portion.

23. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original instrument, and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed or caused this Master Service Agreement to be executed as of the date first written above.

ZITO MEDIA COMMUNICATIONS, LLC:

By: _____

Name: James Rigas

Title: Co-President

WARREN COUNTY SCHOOL DISTRICT:

By: _____

Name: Paul J. Mangione

Title: Board President

ATTEST:

By: _____

Name: Ruth A. Huck

Title: Board Secretary