



## SERVICE AGREEMENT

Version 07072025

This Service Agreement ("Agreement") is a binding agreement between Customer and Stratus Networks, Inc., an Illinois Corporation ("Company", "Stratus").

Stratus will provide Customer with telecommunication services (the "Services") ordered pursuant to the parties' Service Order, any revised Order ("Change Order"), and in accordance with the terms of this Agreement. Customer's completion of a Service Order and any Change Order, as well as continued use of the Services, constitutes Customer's acceptance of this Agreement and the Terms and Conditions (the "T&Cs") available at [www.stratusnet.com/legal-information/](http://www.stratusnet.com/legal-information/) incorporated herein by reference.

This Agreement, as well as the T&Cs, may be modified from time to time in Stratus' sole discretion, the current versions may be found at <https://www.stratusnet.com/legal-information/>. Customer's continued use of the Services following such notice of updates constitutes Customer's acceptance of this Agreement. If Customer does not agree to the terms of any modification, Customer may terminate the Agreement in accordance with its terms.

In the event of any conflict, the following order of precedence shall apply: (1) any Change Order(s); (2) the Service Order(s) with any attachments; (3) the Agreement; (4) the T&Cs; and (5) any applicable Stratus tariff on file with a state or federal telecommunications regulatory agency (hereafter, "Tariff").

**1. Service Orders. Change Orders.** By completing the Service Order, Customer has agreed to purchase the Services in accordance with any terms and conditions set forth in the Service Order. If a Service Order contains multiple Customer locations and contemplates the provision of Service on a location-by-location basis, the Service Order shall be deemed to be subdivided into separate and distinct Service Orders at each individual location. Service Orders may be changed through a Change Order accepted by Company. Regarding any conflicting terms, the Change Order shall prevail over the Service Order, and any later Change Order shall prevail over an earlier Change Order.

**2. Facilities Ordered Delivery & Minimum Service Term.** Stratus shall supply to Customer the telecommunications capacity ("Facility" or "Facilities") and related Services described in the Service Order and in each applicable Change Order. Upon acceptance of a Service Order, and upon Stratus' review to its satisfaction of Customer's credit, Stratus shall notify Customer of the target date for delivery of the Facilities (the "Estimated Availability Date"). Stratus shall use commercially reasonable efforts to install each such Facility on or before the Estimated Availability Date; provided, however, the inability of Stratus to deliver a Facility or make any Services

available by such date shall not be a breach of this Agreement. Stratus shall use commercially reasonable efforts for all Customer circuits and sites to go "live" on the same day; provided, however, the inability of Stratus to cause all Customer circuits and sites to go "live" on the same day shall not be a breach of this Agreement, and Customer shall be responsible for all charges incurred once a circuit or site goes "live" regardless of whether other circuits or sites have not yet gone "live". Customer shall take and pay for each Facility for the applicable Service Term set forth in the applicable Service Order(s). The Service Terms for each Facility and/or Service shall begin on the date on which Customer accepts delivery of such Facility or on the date on which Stratus notifies Customer that the facility is available for use, whichever is sooner (the "Start of Service Date"). If Customer cancels a Service Order on or after the fourth (4th) day following Customer's submission of a Service Order but before the Start of Service Date for such Service, Customer shall pay in accordance with the T&Cs a charge equal to (a) one month's Monthly Recurring Charge ("MRC") for the Service ordered, (b) Stratus' internal costs incurred in attempting to fulfill Customer's Service Order; plus (c) the aggregate fees, charges, expenses, taxes and/or liquidation damages payable by Stratus to any third party suppliers arising out of or in connection with the fulfillment of the Service Order or the cancellation thereof or in any way related to the installation of Facilities or the issuance of a Firm Order Commitment. For purposes of the foregoing, "Firm Order Commitment" means the confirmation by Stratus' underlying carrier that any Facilities associated with the Service Order have been installed. If Customer issues any Change Order prior to the Start of Service Date, Customer will pay a supplemental fee ("Supp Fee") for such Change Order in accordance with Stratus' then prevailing Supp Fee schedule.

**3. Special Construction.** If, after the site has been surveyed, it is determined by STRATUS NETWORKS that special construction outside the scope of the original Service Order is required to complete the requested services, STRATUS NETWORKS shall promptly notify Customer in writing of (a) the nature and extent of the special construction required, and (b) the estimated costs associated with such special construction. Upon receipt of notification regarding special construction requirements, Customer shall notify STRATUS NETWORKS within five (5) business days whether it will (a) proceed with the special construction and pay the associated costs as set forth in the notification, or (b) cancel the Service Order without incurring any cancellation fees, penalties, or other charges that would otherwise apply. If Customer fails to respond within the specified timeframe, STRATUS NETWORKS may deem the Service Order canceled without penalty to either party.

**4. Term; Renewal.** This Agreement shall commence on the Effective Date and shall remain effective until the first of

termination or expiration of the last remaining Service or Change Order (the “Term”). “Effective Date” means the date on which Customer enters into the first Service Order. Each Service Order shall have an initial term (the “Service Order Initial Term”) and shall automatically renew for successive additional terms (each, a “Service Order Renewal Term”) equal in length to the Service Order Initial Term unless Stratus receives written notice from Customer to terminate the Service Order not less than forty-five (45) days prior to the expiration of the Service Order Initial/Renewal Term then in effect. Stratus may elect in its sole discretion to terminate this Agreement and any or all outstanding Service Order(s) upon providing Customer with written notice of such election; the effective date of termination shall be thirty (30) days from the date of such notice.

**5. Assignment.** Neither this Agreement nor any of Customer’s rights or obligations hereunder may be sold, assigned, encumbered or transferred by operation of law or otherwise, without the prior written approval of Stratus. Stratus may freely transfer, assign or otherwise manner encumber this Agreement and its rights and obligations hereunder.

**6. Event of Default.** An “Event of Default” shall occur if: (1) Customer fails to make any payment required to be made by it under this Agreement and any such failure remains uncorrected for two (2) calendar days after the date such payment was due; (2) Customer fails to perform or observe any other term or obligation contained in this Agreement or commits any breach hereof, and any such failure or breach remains uncorrected for thirty (30) calendar days (or any lesser number of days if specified elsewhere herein) after receipt of a notice from Stratus informing the Customer of such failure; (3) a voluntary or involuntary proceeding shall be commenced by or against either Party in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law which is not dismissed within thirty (30) calendar days of filing; (4) either Party shall make an assignment for the benefit of creditors; or (5) either Party shall generally not be able to pay its debts as they become due. The Parties expressly agree that the failure of any particular Service shall not constitute a breach of this Agreement but shall only obligate Stratus to provide Outage Credits (as set forth in the T&Cs or SLA) that shall apply towards any amounts owed by Customer to Stratus hereunder. This Agreement may be immediately suspended by Stratus, without notice, if Stratus in its sole discretion determines that its network integrity is in jeopardy, or that any Service is being used, or planned to be used, in an unlawful manner, or otherwise in violation of any term hereof.

**7. Remedies.** Upon the happening of any Event of Default, the non-defaulting Party, in addition to any other rights it has at law or equity, may: (1) suspend its performance under this Agreement and any directly affected Service Order until such default is remedied but only after providing written notice of such suspension to the defaulting Party subject to reinstatement as set forth in the T&C’s; or (2) terminate the Agreement or any

directly affected Service Order but only after providing written notice of termination to the defaulting Party. If Customer is the defaulting Party, then, in addition to any other remedies it may be entitled to hereunder, Stratus may collect the total of all charges specified herein, throughout the remainder of each Facility’s Minimum Service Term as a single amount, which shall become due and payable upon written notification to the Customer of this election by Stratus. Additionally, if Customer is the defaulting Party Stratus shall have the right to enter Customer’s premises to remove any and all equipment provided to Customer by Stratus and reclaim any and all equipment, fiber, circuits and/or Facilities supplied by Stratus to Customer. In the event Stratus seeks collection of any amounts not paid in full by the Due Date, either informally or through formal legal action, Customer shall be liable for all costs of collection, including but not limited to reasonable attorney’s fees and court costs (if applicable). In the event Stratus seeks to enforce any of the terms or conditions of this Agreement or protect any of its rights or privileges hereunder, either informally or through formal legal action, Customer shall be liable for all costs incurred by Stratus as a result thereof, including but not limited to reasonable attorney’s fees and court costs (if applicable).

**8. Disputes.** (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction. (b) Except for Stratus’ collections suits which are not subject to the following arbitration provisions, before the initiation of any arbitration between the Parties, written notice of any claim, dispute or other difference (collectively, “Disputes”) shall be provided pursuant to the notice provisions of the Agreement (as stipulated in the T&Cs). If the Dispute cannot be resolved within sixty (60) days of receipt of such notice, either Party may initiate arbitration of the Dispute. (c) Disputes that arise between the Parties shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Peoria, Illinois. Subject to the limitations of liability set forth herein, the arbitrator(s) may award declaratory relief, preliminary and permanent injunctive relief, and direct compensatory damages, but may not award any incidental, consequential, punitive or other damages disclaimed herein, and each Party waives, to the fullest extent permitted by law, any claims for any such damages. To the extent such damages may not be so waived, if an arbitrator decides to award such damages they shall be limited to the total amount of Service Charges paid by Customer to Stratus. The Parties agree that each Dispute will be resolved individually and shall not be resolved on a consolidated or class basis or joined with Disputes of any third-party in connection with the Service that is the subject of the dispute.

**9. No Waiver.** No failure or delay on the part of either Party in exercising any right hereunder and no course of dealing between the Parties shall operate as a waiver of any other provision hereof.