

63 CSJG



# State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

July 22, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Department of Safety, Division of Emergency Services and Communications (DESC) to enter into a contract with NH Electric Cooperative d/b/a NH Broadband LLC, of Plymouth, NH (VC 174063) in the amount of \$30,395.42 for the purpose NH Broadband installing fiber lines for internet use at two of DESC's remote radio sites for radio interoperability, effective upon Governor and Executive Council approval through August 31, 2028.  
**100% Federal Funding.**

Funding is available in account, NH PUB SAF INT COM NET NHICNET, as follows: SFY 2026  
\$30,395.42

02-23-23-236510-39300000-103-502664-Contracts for Operations Services

### EXPLANATION

This contract will provide the DESC with the installation of internet fiber lines by NH Broadband, LLC at two remote radio sites, Holden Hill in Stewartstown and Tenney Mountain in Groton. Adding these fiber connections will significantly improve the critical communications capabilities supported at both remote radio tower locations for Land Mobile Radio (LMR) throughout Coos County for first responders. Due to its remote location and surrounding terrain, Holden Hill is currently the only mountain top site on the NHICNET network without a secondary, redundant data connection. Holden Hill relies solely on a microwave link from Mount Washington. If the link should fail, all services at Holden Hill, including vital public safety communications are rendered inoperable.

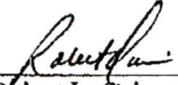
This contract not only covers the supply and install of the fiber lines, it also covers the first three (3) years of internet service.

DESC requested quotes from our statewide contractors, FirstLight Fiber and Consolidated Communications, both provided quotes of \$310,000.00 and \$188,000.00 respectively to complete this work. There is a large difference in price due to the distance each vendor is located from the sites. NH Broadband is the closest to the site, located a half mile away, which is why their quote is the lowest cost and is the only other supplier in the region. The Commissioner of the Department of Administrative Services approved the DESC's waiver request to forego the mandatory use of the statewide contract usage provision of RSA 21-I:17-C and Administrative Rule 600 due to the significant cost savings to the State.

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
Page 2 of 2

The Department of Safety has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety



**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**DIVISION OF PROCUREMENT AND SUPPORT SERVICES**  
**BUREAU OF PURCHASE AND PROPERTY**  
**STATE HOUSE ANNEX**  
**CONCORD, NEW HAMPSHIRE 03301-6398**

DATE: 04/25/2025

TO: CHARLES ARLINGHAUS, COMMISSIONER  
 DEPT. OF ADMINISTRATIVE SERVICES

<b>Requester:</b> Timothy Scott, Assistant Director	<b>Agency:</b> Division of Emergency Communication Services
<b>Commodity:</b> Fiber Installation	<b>Vendor:</b> NH Broadband
<b>RFB/RFP/RFQ (if applicable)</b> N/A	<b>Contract:</b> 8003375, 8003464
<b>Est. Amount:</b> \$41,195.42	

**PERMISSION IS HEREBY REQUESTED TO WAIVE THE MANDATORY STATEWIDE CONTRACT USAGE PROVISION OF RSA 21-I:17-C, AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:**

The Dept. of Safety, Division of Emergency Communication Services (DESC) is requesting to waive the mandatory statewide contract usage in order to install fiber lines in the amount of \$41,195.42 for internet use at the Holden Hill site (Diamond Pond and Tenney Mountain) as a secondary means of communication to its current microwave link provided from Mt Washington, and is the only site without a backup system. If the link were to fail, Holden Hill would be inoperable resulting in vital public safety communications like public television and Land Mobile Radio (LMR) being cutoff in Coos County. The statewide contractors, FirstLight Fiber and Consolidated Communications, provided quotes in the amounts of \$310,000.00 and \$188,000.00 respectively. There is a large difference in price due to the distance each vendor is located from the site. FirstLight Fiber is the furthest at 6 miles which is why their quote is the highest cost. NH Broadband is the closest at a half a mile which is why their quote is the lowest cost and is the only other supplier in this region. The total cost of \$41,195.42 covers the initial installation and subsequent monthly service. This request has been reviewed and approved by DoIT. Upon approval of this waiver DESC will request Governor and Executive Council approval and follow all contracting guidelines before commencing work.

**SUBMITTED FOR ACCEPTANCE BY:**

2025.04 25  
 09:01:30  
 0 - 04'00" *JLR* Christo pher R. Fuller  
 Digitally signed by Christopher R. Fuller  
 Date: 2025.04.05 13:34:60 -0400  
 Mathew T. Stanton  
 Digitally signed by Mathew T. Stanton  
 DN: cn=Matthew T Stanton, o=State of New Hampshire, ou=Department of Administrative Services, email=matthew.t.stanton@des.state.nh.gov, c=US  
 Date: 2025.04.05 13:34:60 -0400  
 PA / ADMIN / DEPUTY DIRECTOR  
 BUREAU OF PURCHASE AND PROPERTY

**APPROVED FOR ACCEPTANCE BY:**

*Gary S. Lunetta*  
 Digitally signed by Gary S. Lunetta, on behalf of New Hampshire, our Division of Procurement and Support Services, email=gary.lunetta@des.state.nh.gov, cn=US  
 Date: 2025.05.05 14:14:09 -0400  
**GARY S. LUNETTA, DIRECTOR**  
**DIVISION OF PROCUREMENT & SUPPORT SERVICES**  
 ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

*Charles M. Arlinghaus* 5/5/25  
**CHARLES M. ARLINGHAUS, COMMISSIONER** DATE  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**

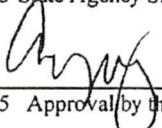
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Safety Division of Emergency Services and Communications		1.2 State Agency Address 110 Smokey Bear Blvd Concord, NH 03305	
1.3 Contractor Name NH Electric Cooperative d/b/a NH Broadband, LLC		1.4 Contractor Address 579 Tenney Mountain Highway Plymouth, NH 03264	
1.5 Contractor Phone Number 603-536-1800	1.6 Account Unit and Class 02-23-23-2365-39300000-103-502664	1.7 Completion Date August 31, 2028	1.8 Price Limitation \$30,395.42
1.9 Contracting Officer for State Agency Brandon McGorry, Chief of Administration		1.10 State Agency Telephone Number 603-271-6911	
1.11 Contractor Signature  Date: July 11, 2025		1.12 Name and Title of Contractor Signatory Michael Jennings Interim President/CEO	
1.13 State Agency Signature  Date: 9/15/25		1.14 Name and Title of State Agency Signatory Amy L. Newbury, DOS Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 07/15/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 7/11/2025

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials *MD*  
Date 7/11/2025

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials *MO*  
Date 7/11/2025

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials *MO*  
Date 7/11/2025

Exhibit A – Special Provisions

9.3 NH Broadband hereby agrees to waive any and all early termination fees in the event that the State elects to terminate this Agreement prior to the expiration of the three (3) year contract term, for any reason.

Contractor Initials MD  
Date 7/11/2025

**Exhibit B – Statement of Work**

New Hampshire Broadband shall install a fiber buildout and provide a 100 Megabit (MB) Ethernet Private Line (EPL)

SOW For NHEC to Tenney Mt Cell Tower in Plymouth, NH and Diamond Pond Cell Tower in Stewartstown, NH

**Tenney Mt Plymouth**

- For Tenney Mountain this will require design to assign fiber assignment in an existing fiber that runs up the mountain
- Contractors will send Eustis cable crews out to place a small piece of fiber between Contractors Main line fiber and the piece that runs up the Mountain.
- Splicing crew Eustis Cable will be sent out to splice both cables together and provide continuity to the top of the Mountain. Additionally, a Terminal will be placed at the top of the Mountain.
- At this point Conexon will make sure the optics are in place so Contractor will have light feeding everything.
- Splicing will then test the circuit to make sure it meets proper specifications.
- Drop service team Vonalas, will run a service wire to the location where the service is needed and place a NID.
- Conexon Installation team will then come and run the service to the desired location, turn it up and test it at which point Contractor will have a hand off with an ethernet cord for the State to connect their equipment.

**Diamond Pond Stewartstown**

- Diamond Pond will require Main Line construction up through the ROW to the tower.
- Design is already complete for this so Contractor will need to have Eustis Cable Construction complete 10 sections of build.
- Once Construction is completed, Contractor will have Eustis Splicing come in and splice the new cable going to the tower live.
- Conexon will make sure that the optics are in place and light is going out on the proper fibers for them
- They will place a Terminal at the last pole location and will test the circuit to make sure it meets proper specifications.
- Vonalas will come in and run the service wire and place the NID
- Conexon Installation team will then install the service at the desired location and do a final test before Contractor hands off a ethernet cable for the State to connect their equipment.

Contractor Initials *MO*  
Date 7/11/2025

Exhibit C – Payment Terms and Schedule

The terms outlined in the Payment Schedule is set forth below:

**1. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

**2. TRAVEL EXPENSES**

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

**3. SHIPPING FEES**

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

**4. INVOICING**

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract and identified in the Payment Schedule below. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

**5. INVOICE ADDRESS**

Invoices may be sent to:

New Hampshire Department of Safety  
Attn: Brandon McGorry  
33 Hazen Drive  
Concord, NH 03305

OR via e-mail to [orders@dos.nh.gov](mailto:orders@dos.nh.gov) & [accountspayable@dos.nh.gov](mailto:accountspayable@dos.nh.gov)

**6. PAYMENT ADDRESS**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

Contractor Initials *MDJ*  
Date 1/11/2025

**7. OVERPAYMENTS TO THE CONTRACTOR**

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**8. CREDITS**

The State may apply credits due to the State arising out of this Contract, against the Contractor's invoices with appropriate information attached.

**9. PROJECT HOLDBACK**

Not Applicable.

**10. PAYMENT SCHEDULE**

**10.1 Contract Type**

This is a Fixed Firm Price Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. Payment shall be made to the vendor via ACH within 30 days after the State's project manager signs off on the project as being successfully implemented.

<b>Total Fees</b>	
<b>Labor Charge</b>	\$15,340.36
<b>Materials Charge</b>	\$4,255.06
<b>Total Service Charge for (3) years of data service</b>	\$10,800.00
<b>Total Contract Amount</b>	<b>\$30,395.42</b>

Contractor Initials *MD*  
Date 7/11/2025



**MASTER SERVICE AGREEMENT**

**THIS MASTER SERVICES AGREEMENT** ("MSA" or "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and between NH Broadband, LLC, a New Hampshire limited liability company with principal place of business at 579 Tenney Mountain Hwy, Plymouth, NH 03264 ("Company"), and State of New Hampshire, individually a "Party" and jointly the "Parties", each intending to be legally bound as follows:

**SECTION I - SERVICES**

1.1 Scope of Service. Company shall provide the communications service(s) (each, a "Service", or in any combination, the "Services") described in each sales order appended hereto at Attachment A (each, a "Sales Order"). All such Services and Sales Orders shall be subject to the terms and conditions of this Agreement and network availability. Customer acknowledges that in-service dates in a Sales Order are estimated dates for the delivery of the Services, unless otherwise provided therein.

1.2 Additional Service. Customer may order additional service(s) from Company, ("Additional Services"), during the Term, as defined below, pursuant to a Sales Order or other service agreement ("Service Agreement").

1.3 Incorporation of Additional Sales Orders. Additional Services and additional Sales Orders and Service Agreements shall be incorporated under and made part of this Agreement. The words "Service(s)" as used throughout this Agreement shall include such "Additional Service(s)", as applicable. In the event of a conflict between a Sales Order and this Agreement, the terms and conditions in a Sales Order executed by both Parties shall govern.

**SECTION II - PAYMENT**

2.1 Service Charges. In consideration of the Services provided by Company pursuant to this Agreement, Customer shall pay Company all monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") set forth in an executed Sales Order. These charges are subject to any applicable federal, state, or local sales taxes, excise taxes, gross receipts taxes, municipal utility taxes, franchise fee reimbursements associated with the specific Services, and other federal, state and local assessments and reimbursements, and federal surcharge recovery fees which shall be paid by the Customer. If Customer is exempt from the payment of any tax it shall provide Company with a valid certificate to that effect from the appropriate taxing authority.

2.2 Method of Payment. NRCs and MRCs shall be billed monthly and are due upon Customer's receipt of an invoice for such amounts. MRCs shall begin to accrue on the in-service date and may be billed thirty (30) days in advance to the Customer. Customer will not have the right to offset any disputed amount against any undisputed amount owed to Company by Customer. Any amounts due hereunder which are not paid by Customer within thirty (30) days from the date of the invoice shall accrue interest at the rate of one and one-half percent (1 1/2 %) per month or the highest lawful rate, whichever is less,

until the date such amounts are paid. Customer will further be liable to Company for all costs associated with collection of any amount owed by Customer under this Agreement, including, but not limited to reasonable attorneys' fees.

**SECTION III - ACCESS**

3.1 General. Customer shall assist Company in acquiring for Company's use, access to the building, right-of-way, conduit and equipment space on the properties containing each Customer premises ("Premises") set forth in the Sales Orders (the "Property" or "Properties") and permit Company, its employees and agents to install, operate, maintain, repair, upgrade, monitor, modify and remove the System Equipment, as follows:

(a) Customer shall grant to Company, its successors and assigns, an easement to install, operate, maintain, repair, modify, upgrade, monitor and remove the System Equipment at each Customer-owned Property, at no charge to Company.

(b) Customer shall provide reasonable assistance to Company, for the benefit of itself, its successor and assigns, in securing from the owner of the Property an easement to install, operate, maintain, repair, monitor and remove the System Equipment, at each leased Property. Customer shall reimburse Company for the access fees imposed by the owner of the Property in connection with the easement, if listed on a Sales Order and if applicable.

(c) Company shall not be in the breach of this Agreement to the extent that activation of Services is delayed due to the failure of the Property owner to grant access to the Property on a timely basis.

(d) On and after the in-service date, Customer, on reasonable advance notice (except where emergency interruptions dictate otherwise) on a seven (7) day a week, twenty-four (24) hour a day basis, shall grant and permit Company entry into the Customer-owned Premises to access the System Equipment (as defined below) and associated network as Company may reasonably require to operate, maintain, repair, upgrade, modify, monitor and remove the network, system, and/or any associated equipment and facilities.

3.2 Utilities. Customer shall provide at no charge, all equipment space and power required to operate the System Equipment, and heating and air conditioning as specified by Company to maintain the proper operating environment for the System Equipment.

#### SECTION IV - EQUIPMENT AND FACILITIES

4.1 System Equipment. Company shall procure, install, operate, maintain, repair and control the network equipment and facilities from its network node to the Company side of the Company/Customer demarcation points described in each Sales Order (the "System Equipment"). Upon the termination of Services under a Sales Order or the termination of this Agreement, Company shall remove all System Equipment from the Customer Premises.

4.2 Customer Equipment. Customer shall provide, install, operate, maintain, repair and control the equipment and facilities on the Customer side of the demarcation points described in each Sales Order (the "Customer Equipment"). Customer acknowledges that the prior installation of Customer Equipment may be necessary for the delivery of the Services.

4.3 Compatibility Requirements. All Customer Equipment shall comply with the compatibility criteria and specifications indicated by Company.

4.4 Prohibition Against Modification. Customer shall not modify, remove, connect to, disconnect from, rearrange or repair the System Equipment or authorize or permit others to do so. Customer will be responsible for any damage to or loss of the System Equipment arising out of any negligent or willful act or omission with respect to or misuse of any System Equipment by Customer, its employees or agents.

4.5 Ownership. Customer agrees that all right, title and interest in all System Equipment provided by Company shall at all times remain exclusively with Company.

4.6 Protection from Hazard. Customer shall be responsible for protecting all Customer Equipment from loss or damage, including, but not limited to, power surges, lightning, fire, sprinkler leakage, theft, flood, failure or inadequacy of heating and air conditioning, as well as for protecting all Customer Equipment and backing up all customer software, computer files and server files used in conjunction with the Service. In the event that Company, in responding to a service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer Equipment, Customer shall compensate Company for such service calls at Company's prevailing rates.

#### SECTION V - WARRANTIES

5.1 Service Warranty. Company represents and warrants that: (a) the personnel Company assigns to provide the Services pursuant to this Agreement will be properly trained and qualified for the Services that they provide; (b) Company, as of the date hereof, has all rights necessary to use the System Equipment for the benefit of Customer. This is the only warranty made under this Agreement. This warranty shall be void if the System Equipment or any component part is damaged, impaired or rendered inoperable by anyone other than Company.

5.2 Exclusive Remedy. Company will make necessary adjustments, repairs and/or replacements of

the System Equipment or any part thereof within a reasonable time after detection or being notified of the need thereof, as the case may be, at no additional cost or expense to the Customer for parts or labor. Customer's exclusive remedy for breach of this Service Warranty shall be for Company to repair or replace, any defective System Equipment or component thereof

5.3 Disclaimer of Implied Warranties. The warranties and remedies set forth above constitute the only warranties with respect to the services and system equipment and are customer's exclusive remedies if such warranties are breached. The stated warranties and remedies are in lieu of all other warranties, written or verbal, expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular use and against infringement. Neither party, its parent, affiliates, subsidiaries or any of its parent's affiliates or subsidiaries shall be liable for any indirect, incidental, or consequential damages (including loss of data or loss of profits) sustained or incurred in connection with the installation, delay of installation, operation, maintenance, repair and control of the system equipment under this agreement or the use or operation of the system equipment or services provided or sold hereunder. Company shall not be held liable or responsible for breaches of system security, including, but not limited to, interception, distortion or loss of data, fraudulent intrusion into the system, unauthorized access to information, denial of service, exposure to computer viruses, obscene or objectionable language or images, or false and or misleading information that occur due to or are caused by handling of or interference with the system and system equipment by a person or persons other than company.

#### SECTION VI - LIABILITY

6.1 General Limitation. Notwithstanding any contrary provision in this agreement, company's entire liability for all claims of whatever nature arising out of this agreement and the services provided hereunder shall not exceed an amount equal to the proportionate fixed monthly charges to the customer for the period of the service during which the mistake, omission, interruption, delay, error, or defect in the services, or any other even or action giving rise to a claim occurs.

6.2 No Special Damages. In no event shall either party be liable for special, punitive, consequential or incidental damages, whether or not such party has been advised against such damages or such damages could have been reasonably foreseen.

6.3 Voice 911/E 911 Service Limitations and Limitation of Liability. Customer understands and acknowledges that it may lose access to voice over internet protocol (VoIP) telephone service or the service may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) Company's network or facilities are not operating; (ii) Customer otherwise loses its broadband connection; (iii) Customer experiences a power outage; (iv) Electrical power to the modem or other residential gateway device gets interrupted; or (v) Customer fails to provide a proper service address or moves the service to a different address without notice to company. Customer understands and acknowledges that for VoIP 911/E911 calls to be properly directed, the VoIP provider must have Customer's current service

address, and if Customer moves service to a different address without the provider's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding, or the VoIP service (including 911/E911) may fail altogether. Customer must notify the VoIP provider of any change of address of the voice enabled advanced modem for E911 calling service to work properly. Customer agrees that, to the maximum extent allowed by law, Company shall have no liability for any damages caused, directly or indirectly, by Customer's inability to access VoIP services, including 911/E911 services.

6.4 **Liability for Property Damage.** Company shall not be liable for any damages whatsoever to the Customer Property, Premises or Customer Equipment resulting from installation, maintenance, repair or removal of equipment and associated wiring unless the damage is the result of Company's gross negligence or willful misconduct.

6.5 **No Liability for Third Party Service or Equipment.** Company shall not be liable for any damages associated with any services, channels or equipment that it does not furnish, or for any act or omission of any third party furnishing such service, channel or equipment, including, but not limited to, the Customer Equipment, unless the third party is acting at Company's direction.

6.6 **Assumed Responsibility.** Customer shall be liable for any damages to System Equipment due to the fault or negligence of Customer or due to the failure or malfunction of Customer Equipment or facilities. Company shall be liable for any damages to Customer Equipment due to the fault or negligence of Company or due to the failure or malfunction of Company Equipment or facilities.

#### SECTION VII - INDEMNIFICATION

7.1 **Customer's Indemnity Obligation.** To the extent allowed by law, Customer shall defend, indemnify and hold Company, its parent, affiliates and subsidiaries, their directors, officers, employees and agents harmless from and against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively, "Claims") arising from Customer's use of Services, including, but not limited to: (1) Claims of third parties, including patrons, customers or users of customers, arising out of, or resulting from, the Customer's use of the Services; (2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any Customer use of Service; and (3) all other Claims arising out of any act or omission of the Customer, or patrons, customers, or users of the Customer. Customer agrees to defend Company against any such Claim and pay, without limitation, all associated litigation costs, reasonable attorneys' fees and court costs, judgment and settlement payments, provided that Customer is given prompt notice of a Claim and sole control over the defense and settlement of the Claim, except that Customer shall have no authority to bind Company to a settlement that requires Company to pay any amount or assume any obligations without Company's prior, written consent, which consent will not be unreasonably withheld or delayed.

7.2 (a) Company's Indemnity Obligation.

Company agrees to indemnify, defend and hold Customer, its parent, affiliates and subsidiaries, their directors, officers and employees, harmless from and against any Claims resulting in any physical injury to persons arising directly from Company's negligence, willful misconduct, or performance of this Agreement and provision of Services, but only to the extent caused solely by Company's negligence or willful misconduct in the performance of Services hereunder.

(b) Conditions to Company's Indemnity Obligation. Company agrees to defend Customer against any such Claim or Infringement Claim and pay, without limitation, all litigation costs, reasonable attorneys' fees, court costs, judgment and settlement payments, provided that Company is given prompt notice of a Claim and sole control over the defense and settlement, except that Company shall have no authority to bind Customer to a settlement of a Claim that requires Customer to pay any amount or assume any obligations without Customer's prior, written consent, which consent will not be unreasonably withheld or delayed. In the case of an Infringement Claim for which Company is obligated to indemnify Customer, or if Company reasonably believes that such an Infringement Claim may be made, Company, in its sole discretion, may: (i) modify or replace the System Equipment or Services or any part thereof with equipment or service of equal functionality so as to eliminate the infringement, (ii) obtain the right for Customer to use such System Equipment or Services without charge to Customer (iii) if neither option (i) or (ii) are available or determined by Company, in its sole discretion, to be commercially reasonable, remove or cease the infringing System Equipment or violate Services and refund to Customer any pre-paid charges for Services that would have been received after the effective date of termination.

#### SECTION VIII

This section intentionally left open.

#### SECTION IX - TERM

9.1 **Term of Agreement.** The term of this Agreement shall be for three (3) years, commencing on the date first written above and with automatic renewals in one (1) year increments. Customer has the option to renew the contract for up to five (5) years in one (1) year increments at the same rate under the same terms and conditions as stated herein and as may be modified by mutual agreement of the parties from time to time, unless either party gives the other party written notice of termination at least ninety (90) days prior to the end of the term.

9.2 **Term of Sales Order.** (a) Each Sales Order shall be effective on the date of final execution set forth therein. Unless terminated earlier as provided in this Agreement, the Services under a Sales Order commence on Customer's acceptance of the Services and shall continue thereafter for the term set forth in the Sales Order (the "SO Term").

(b) In the event that Company continues to provide Services after the expiration of an SO Term or the expiration of this Agreement, the relevant Services shall be provided on a month-to-month basis at the same rates,

*MDJ*  
9/5/25

*MDJ*  
9/5/25

and in accordance with all other terms and conditions of this Agreement and applicable Sales Order.

(c) Notwithstanding subparagraph (b) above, upon the expiration of this Agreement, this Agreement shall be automatically extended to coincide with any SO Term in effect at the time that this Agreement expires, provided, however, the parties shall not execute any additional Sales Orders upon expiration of this Agreement until the parties have executed a definitive master agreement similar in form and substance to this Agreement.

#### **SECTION X - TERMINATION**

10.1 Suspension by Company. Company may discontinue or suspend any Services under this Agreement upon fifteen (15) days prior written notice to Customer in the event that Customer commits a material breach of this Agreement and does not cure the breach within those fifteen (15) days, including, but not limited to: (a) failure to pay any amount required for such Service under this Agreement when due, (b) engaging in any unauthorized use of Services, or (c) violation of any terms or conditions governing the use of Services.

10.2 Termination by Company. Company may terminate the Services under this Agreement or under any Service Order without liability to Customer: (a) upon thirty (30) days prior written notice to the Customer in the event that (i) Company has suspended such Services due to the material breach of the Customer (pursuant to Section 10.1 above) and (ii) such material breach has not been cured by the Customer within fifteen (15) days following the date of suspension; or (b) upon five (5) days prior written notice (or such shorter period as may be required by law or regulation) in the event that Customer is using the Services to violate any law or regulation or Customer fails to provide Customer Equipment compatible for Company to deliver the Services; or (c) upon ninety (90) days prior written notice to Customer (or upon such lesser notice as may reasonably be available to Company) in the event that Company or its parent, affiliates or subsidiary does not retain the necessary authority, license, permit or permission necessary to provide and deliver the Services to Customer.

10.3 Liability for Early Termination and Portability. In the event that Company terminates Service pursuant to Section 10.2(a) or 10.2(b) above, Customer shall be subject to the payment of the early cancellation/termination charges set forth below, unless Customer and Company enter into a replacement Sales Order or other similar documentation wherein Company will provide Service(s) to Customer for no less than the applicable MRC and remaining term length of the terminated service.

10.4 Cancellation/Termination By Customer. Customer may cancel or terminate Services for cause or without cause on fifteen (15) days prior written notice to Company. (The term "for cause" as used herein shall mean the breach by Company of a material term of this Agreement; provided, however, that Company shall not be deemed in breach of this Agreement unless and until Customer has given written notice of such breach and Company shall have failed to cure the breach within thirty (30) days after

receipt of Customer's notice.) In the event that Customer cancels or terminates Service for cause, Customer shall not incur early cancellation/termination charges. In the event that Customer terminates Service without cause (any reason other than for cause as defined herein)), Customer shall be subject to the payment of the early cancellation/termination charges set forth below.

10.5 Early Cancellation/Termination Charges. The rates and discounts set forth in each Sales Order are based on the Customer's agreement to purchase Service for an entire SO Term. If Company terminates Service pursuant to Section 10.2(a), 10.2(b), or if Customer cancels or terminates Service without cause pursuant to Section 10.4 after the in-service date, the following early cancellation/termination charge applies and Customer will be invoiced and agrees to pay Company a charge equal to one hundred percent (100%) of the MRCs for all remaining months of the SO Term beyond the effective termination date unless otherwise agreed in the Sales Order, such amounts to constitute liquidated damages and not a penalty.

10.6 Unpaid Amounts. Nothing in this Agreement other than a material breach by Company relieves the Customer from liability for payment of any unpaid NRCs, as well as, applicable MRCs for Service rendered by Company prior to the suspension or termination of that Service, as the case may be. Further, the Customer will continue to be liable for payment of Services that have been suspended by Company but not terminated in accordance with this Agreement.

10.7 Other Remedies. In addition to the remedies set forth above, in the event of default under this Agreement, either Party shall have the right to take appropriate action to collect amounts due, the costs of collection (including reasonable attorneys' fees) and to pursue any other remedies that are available at law or in equity.

#### **SECTION XI - INSOLVENCY**

11 Insolvency, Bankruptcy, Receivership. If either Party: (1) files a voluntary petition under any bankruptcy or insolvency law, (2) is subject to a third party filing in an involuntary petition alleging an act of bankruptcy (and in the event of an involuntary petition, such petition is not dismissed within thirty (30) days of filing), or (3) has a permanent receiver of or for property or assets appointed, then the other party at any time after receipt of notice of the occurrence of any such event, may give notice of termination, and upon the expiration of thirty (30) days from the delivery of said notice, terminate the service and this agreement without liability.

#### **SECTIONS XII - USE OF SERVICE**

12.1 Authorized Uses of Service. Customer agrees to read and be bound by Company's Acceptable Use Policy and Copyright Infringement Policy as posted on Company's website ([www.nhbroadband.com](http://www.nhbroadband.com)), as each may be amended from time to time, at Company's sole discretion, with notice to Customer.

12.2 Unauthorized Uses of Service. Customer shall not utilize, nor shall it knowingly permit any third party to utilize, the Services for (a) any unlawful use, including, but not limited to, the transmission of any material in the

violation of any federal, state or local law or regulation; (b) so as to interfere with or impair Service over any of the facilities and associated equipment comprising the Company network and System Equipment; (c) the transmission of any defamatory content; or (d) so as to impair the privacy of any communication over the fiber optic facilities and associated equipment of Company.

**SECTION XIII - MISCELLANEOUS**

13.1 Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and shall be given by personal delivery, US Mail, or overnight courier service. Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid, certified or registered mail, and notice given by other means shall be considered to have been given when received as follows:

At the address provided in the Legal Notice Section of the NH Broadband website at www.nhbroadband.com.

If to CUSTOMER:

---

---

---

---

---

or to such other address as either Company or Customer may from time to time designate by providing at least thirty (30) days prior written notice in accordance with the provisions set forth in this Section.

13.2 Force Majeure. Neither Party shall be liable for any delay, failure of performance or equipment, damage, or any consequence caused by, or due to acts of God, fire, flood, explosion, or other catastrophes; acts, delays, or omissions of third parties, any law, order, regulation, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; act of terrorism; or strikes, lock-outs, work stoppages, or other labor difficulties, or any other cause beyond its control, and any requirement for performance shall be extended until such force majeure event can be resolved. If such cause continues for thirty (30) days or more, Customer may submit written notice to Company canceling any Sales Order without liability.

13.3 Entire Agreement. This Agreement, along with all Sales Orders, which shall be appended hereto from time to time and incorporated herein by reference, represents the entire understanding between Company and Customer, and shall not be amended except by an agreement or amendment in writing signed by both Parties. This Agreement shall supersede and replace all previous and contemporaneous negotiations, proposals, commitments, representations, understandings and writings written and oral.

13.4 Choice of Law. This Agreement shall be governed by the laws and regulations of the State of

New Hampshire. Any action or proceeding brought to interpret or enforce this Agreement shall be brought in a court of competent jurisdiction located in the State of New Hampshire.

13.5 Survival. The obligations of the Parties under this Agreement, that by their nature continue beyond the expiration of this Agreement, shall survive the expiration or earlier termination of this Agreement.

13.6 Assignment. Each party may not assign or transfer any right or obligation under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the preceding, either Party may assign its rights and obligations without consent, but upon written notice to the other Party, to any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity (an "Affiliate"). "Control," for purposes of this section, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity. Any attempted assignment in violation of this Section 13.6 shall be void.

13.7 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

13.8 Saving Clause. If any term, covenant, or condition of this Agreement or application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of the agreement shall be valid and be enforced to the fullest extent permitted by law.

13.9 Waiver. The failure of any Party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the Party shall not be constructed to be a waiver of such right or remedy with the respect to any other breach or failure by the other party.

13.10 Confidentiality. This Agreement and any accompanying Sales Orders are confidential and shall not be disclosed to any third party without the prior written permission of the other Party, excepting each Party's attorneys, accountants, Affiliates, or as otherwise required by law.

13.11 Customer Proprietary Network Information. Under federal law, Customer has the right, and Company has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's Voice Services usage (CPNI). Customer hereby consents to the sharing of Customer's CPNI or other personal information with Company and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale of some or all of the Company's assets, as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information

would be transferred as one of the business assets of the Company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify Company by email at questions@nhbroadband.com or by US Mail at NH Broadband, LLC, 579 Tenney Mountain Hwy, Plymouth, NH 03264. Customer must indicate they are revoking CPNI consent and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect the Customer's current Services

[Remainder of Page Intentionally Left Blank]

13.12 No Third Party Beneficiary; Disclaimer of Agency. This Agreement is for the sole benefit of Company and Customer hereto, and nothing herein express or implied shall create or be constructed to create any third-party beneficiary rights hereunder. Nothing herein shall constitute either party as a legal representative or agent of the other Party, nor shall a Company or Customer have the right or authority to assume, create, incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party, unless otherwise expressly permitted by such other Party in writing.

13.13 Authority. Each Party warrants that it has full authority to enter into this Agreement and that such action has been duly authorized in accordance with the Party's articles of incorporation, by-laws or other applicable organizational documents and procedures.

13.14 Captions; Sections; Terms in the Attachments. Captions contained herein are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of any provision hereof. Use of the term "Section" shall include the entire subject Section and all its subsections where the context requires. All capitalized words in the Attachments shall have the same meaning as used in the Agreement document, unless otherwise indicated.

13.15 Construction. In the event of a conflict between the terms of a Sales Order and the terms of this Agreement, the terms of this Agreement will take precedence and control over the conflicting term in a Sales Order.

13.16 Reserved.

13.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of such counterparts shall constitute one and the same instrument. The Parties also agree that this Agreement shall be binding upon the transmission by each Party of a signed signature page thereof to the other Party via electronic means (including facsimile), and such signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

NH Broadband, LLC.

By: 

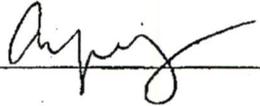
Print Name: Michael Jennings

Title: Interim President/CEO

Date: July 11, 2025

CUSTOMER:

STATE OF NEW HAMPSHIRE

By: 

Print Name: Amy L. Newbury

Title: Director of Administration, DOS

Date: 9/15/25

**This is the signature page of the Master Services Agreement. Service Order Agreements will follow as Attachments to this MSA. Multiple locations will require multiple Service Orders/Attachments.**

ATTACHMENT A

SALES ORDER

This Sales Order specifies the Services that State of NH ("Customer") agrees to obtain from NH Broadband, LLC ("Company") subject to that certain Master Services Agreement ("MSA") between Company and Customer, dated \_\_\_\_\_. Upon execution, this Sales Order shall be incorporated under and be made part of the MSA.

<u>Customer Information</u>	
<b>Company Name:</b>	STATE OF NEW HAMPSHIRE
<b>Doing Business As:</b>	State of NH - Dept of Safety - Division Emergency Services and Communications
<b>Company URL:</b>	911.nh.gov
<b>Contact Name:</b>	Maurice Feinberg
<b>Title:</b>	Chief of Technology Services
<b>Contact Email Address:</b>	maurice.t.feinberg@desc.nh.gov
<b>Primary Telephone #:</b>	603-271-6911
<b>Alternate Telephone #:</b>	
<b>HQ Address:</b>	110 Smokey Bear Blvd
<b>City:</b>	Concord
<b>Province / State:</b>	New Hampshire
<b>Country:</b>	USA
<b>Postal / Zip Code:</b>	03305
<b>Technical Contact:</b>	Maurice Feinberg
<b>Technical Telephone #:</b>	603-271-6911
<b>Technical Cell #:</b>	603-290-1792
<b>Technical Email Address:</b>	
<u>Billing Address</u>	<b>Same As Above: YES / <input checked="" type="checkbox"/> NO / Electronic Billing</b>
<b>Company Name:</b>	State of NH - Dept of Safety - Division Emergency Services and Communications
<b>Billing Contact:</b>	Brandon McGorry
<b>Contact Telephone #:</b>	603-271-6911
<b>Contact Email Address:</b>	brandon.j.mcgorry@desc.nh.gov
<b>Billing Address:</b>	33 Hazen Drive
<b>City:</b>	Concord
<b>Province / State:</b>	New Hampshire
<b>Country:</b>	USA
<b>Postal / Zip Code:</b>	03305

All Service locations are incorporated until the terms and conditions set forth by the MSA.

Service Locations for STATE OF NEW HAMPSHIRE.

Location #	Service Location Address or Lat/Long	Fiber Service	Fiber MRC	Voice Service	Voice MRC
1	DIAMOND POND - TENNEY MTN	100M EPL	\$300		
2					
3					
4					
5					

\*MRC is Monthly Recurring Cost based on 36 month term\*

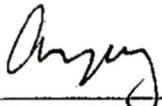
Total Number of Locations: 1

Total Number of Circuits: 1

Total MRC of Locations: \$ 300/month or \$3,600/year

<b>Total Fees</b>	
<b>Total Labor Charge</b>	\$15,340.36
<b>Total Material Charge</b>	\$4,255.06
<b>Total Project Charge</b>	\$19,595.42
<b>Total Monthly Recurring Service Charge</b>	\$300/month or \$3,600/year

<b>Notes</b>	
<b>1</b>	*Plus applicable government taxes and fees
<b>2</b>	*Any additional work items requested by the client will be billed as a separate item.
<b>3</b>	*Conexon Connect will not support customer owned equipment.
<b>4</b>	*Customer should have IT or technical staff on-site the day of install.
<b>5</b>	*Customer will receive ethernet handoff from Conexon Connect ONT

<b>Authorization – All Locations</b>	
I, the undersigned, hereby agree to the above service requests and agree this Sales Order and all attachments are hereby incorporated into that certain Master Services Agreement between the parties dated _____.	Accepted on behalf of NH Broadband, LLC., a limited liability company incorporated under the laws of the State of New Hampshire.
<i>Company Name: State of New Hampshire</i>	<i>NH Broadband Account Manager:</i>
<i>Authorized Signature:</i> 	<i>Authorized Signature:</i> 
<i>Authorized Name: Amy L. Newbury</i>	<i>Accepted by: Michael Jennings</i>
<i>Title: Director of Administration, DOS</i>	<i>Title: Interim President/CEO</i>
<i>Date Authorized: July 23, 2025</i>	<i>Date Approved: July 11, 2025</i>