

**PUBLIC / PRIVATE PARTNERSHIP
FRANCHISE AGREEMENT
BETWEEN
Town of Chebeague Island
AND
AXIOM Technologies, LLC**

THIS AGREEMENT (“Agreement”) is entered into on December 15, 2021 by and between the Town of Chebeague Island, Maine (hereinafter referred to as “Chebeague” or “the Town”), and Axiom Technologies LLC, a Limited Liability Company duly organized under the laws of the State of Maine, with a place of business located at 3 Water Street, Machias, ME 04654 (hereinafter referred to as “Axiom”).

WITNESSETH WHEREAS Chebeague is interested in entering into a mutually beneficial agreement for the purpose of supporting fiber optic Internet service across the Town of Chebeague Island and whereas Chebeague and Axiom desire to establish procedures governing the operation / maintenance of the Internet system, being services to be provided by Axiom.

And NOW THEREFORE, the aforementioned parties (“Parties”) agree in consideration of the promises, mutual covenants and other good and valuable consideration as follows:

Chebeague will be the owner of a fiber optic distribution and fiber optic Internet system, hereinafter referred to as “The System”, capable of providing all residents, businesses, and other organizations of the Town of Chebeague Island with high-speed Internet services, including VOIP voice, while meeting delivery of service goals described herein this document. The System shall be constructed with a target completion date 12 to 14 months upon the initiation of the pole licensing and make ready process.

Axiom will fully operate and maintain said System on behalf of Chebeague and Axiom will be provided exclusive rights to operate the system. Internet service subscriptions will be used to generate appropriate revenue to sustainably operate and maintain The System to provide service to residents, businesses, and other organizations of the Town, and to pay a franchise fee back to Chebeague whereas a bond for construction will be paid. These elements are referred to as “The Franchise” for a term of twelve (12) years.

1. DEFINITIONS

- a. Internet system: referred to as “The System” is the fiber-optic infrastructure consisting of fiber optic technology, controls, and equipment to be installed in the Town of Chebeague capable of serving every premise in the town, up to the limits defined in Attachment A. With the exception of the operation rights granted to Axiom pursuant and subject to the terms herein, The System, in its entirety, is owned exclusively by Chebeague Island.
- b. Premise: refers to any home, business, or municipal structure that will receive a fiber-optic connection.

2. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

Axiom shall comply with all statutes, codes, ordinances, rules or regulations applicable to The System and its operation and will comply with the Equal Employment Opportunity Act.

3. OVERVIEW AND GOALS

The Town of Chebeague Island enters into this agreement seeking reliable, high-speed fiber-to-the-premise Internet service available in the entire town, capable of exceeding both the FCC and State of Maine definitions of broadband that has an affordable subscription price and competitive higher speed options. The overall goal is service that meets the Chebeague's needs now and well into the future; that is consistent and reliable despite seasonality of the community's population; and that serves individual year-round and seasonal residences, municipal and civic institutions, and local businesses.

EFFECTIVE DATE AND FRANCHISE TERM

- a. Initial Term: The Franchise granted under this Agreement shall take effect and be in full force from the date of mutual signing of the Agreement for a period of twelve (12) years, pursuant to the terms and conditions set forth in this document. During this term, and any subsequent renewal term, Axiom shall have the exclusive right to operate The System that will provide Internet services to the residents, businesses, and other organizations of the Town of Chebeague Island. One year prior to the end of term, Axiom will inform Chebeague in writing of its intent to renew. Parties will negotiate in good faith a renewal for an additional six (6) year term.
- b. Reviews: The Initial Term shall include an informal review of this Agreement as desired and a formal review in the 4th, 8th and 12th year. Axiom will provide the following quantifiable metrics and goals related to the operation of The System based on Axiom's published internal company goals "The Service Levels". The performance of Axiom against the Service Levels will be reviewed at each meeting. The Service Levels will include the following factors:
 - i. Individual subscriber experience(s)
 1. Customer satisfaction with speed performance.
 2. Number of service complaints.
 3. Reasons for service interruptions.
 4. General customer service experience, including response times.
 - ii. Technological changes
 1. Review and discuss current technology.
 2. Review any industry upgrades that are applicable to service.
 3. Create a mutually shared investment strategy for any new upgrades mutually agreed upon.

4. FRANCHISE HOLDER RESPONSIBILITIES

Axiom shall operate and maintain The System in strict compliance with all laws, ordinances, rules and regulations that affect The System.

Axiom is responsible for The System operations, meeting the needs of customers and the business, and its obligations to the Town as The System owner.

5.1 SYSTEM OPERATIONS

- a. The Service area is defined as the main island of Chebeague only, in Attachment A, System Description and Map of anticipated fiber routes.
- b. Axiom will manage, monitor, control and maintain all System operations, as necessary to operate The System efficiently and with minimal interruption in service.
- c. Axiom will take all orders for service and will provide billing for and collect subscriptions and other fees from Customers, and offer service packages as detailed in Schedule A.
- d. Axiom will provide supporting data to the Town as required for reports to ConnectMaine (if needed) when new customers are added over the 5-year term of reporting requirements, and for the Town to know the status and billing related details of all subscribers, and their service enrollment, as the Town desires.
- e. Axiom shall have the right to establish different classifications of subscriber service in accordance with Schedule A.
- f. The Initial Construction phase will end on the date upon which Chebeague provides written acceptance of The System as completed. Those subscribers who forgo a connection during the Initial Construction Phase will be charged Axiom's then prevailing rate for onsite professional services plus any third-party costs incurred in completing the customer installation. Axiom further reserves the right to charge a reasonable "set up fee" to cover other overhead and design costs on top of the cost of construction related to the connection.
- g. Axiom will maintain customer service hours between 8am-11pm, Monday through Sunday. All service interruptions shall be initially communicated by Chebeague customers via a call to Axiom tech support. Any calls after customer service hours are handled on a case-by-case basis at the sole discretion of Axiom.
- h. Axiom will supply and maintain a bucket truck on the island for service calls that require work on the system at the utility pole or at height.
- i. Axiom shall periodically inform subscribers how to obtain support services and the procedure for reporting problems and getting complaints resolved related to the operation of The System.
- j. Axiom will maintain 24/7/365 network operational oversight and resolve systemic network operation issues as they arise.
- k. For those issues that cannot be resolved via telephone, a service call will be dispatched per the direction of Axiom. An on-island technician will be dispatched only by Axiom staff, after determining that the issue cannot be resolved by phone.
- l. Axiom will make every reasonable effort to hire and maintain at Axiom's cost a service technician on Chebeague, to handle day to day operational issues involving customer subscriber issues that cannot be resolved by phone.
- m. Axiom will maintain a Field Crew in the Machias area that can be dispatched to maintain, fix, or otherwise troubleshoot network issues on Chebeague as needed. In this case we

expect an in-town visit to be scheduled within 24 hours of the issue being unresolved by the local technician.

- n. Upon receiving written or verbal notice from The System owner, Axiom shall promptly investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters.

5.2 SERVICE QUALITIES

- a. Equal Treatment. In its rates, Axiom shall not make or grant any preference or advantage to any person nor any prejudice or disadvantage, within the same classification of service.
- b. Net Neutrality. In providing service Axiom shall comply with the Open Internet regulations as amended.
- c. No Blocking. Axiom shall not block lawful content, applications, services, or non-harmful devices.
- d. No Throttling. Axiom shall not impair or degrade lawful internet traffic on the basis of content, application, or service, or the use of non-harmful devices.
- e. No Paid Prioritization. Axiom shall not engage in paid prioritization, meaning management of the System to directly or indirectly favor some traffic over other traffic.
- f. No Data Caps. Axiom shall not assign data caps to broadband services, meaning there will not be any subscriber volume limitation on amount of data per month per premise or per device connected to the System where exceeding the cap could subject a customer to alterations to its internet access, such as reduction of access speed, additional charges, suspension of service, or termination of service.

5.3 SYSTEM MAINTENANCE

- a. Axiom will maintain all equipment, cabling, home installation kits and any and all necessary fiber installation products and ancillary needs to keep the System operational.
- b. Axiom will provide guidance and planning services on trunk maintenance and drop cable installation.
- c. Axiom and Chebeague will jointly determine ongoing upgrades to speed and technology as needed to keep service and reliability standards, as mutually agreed upon in writing.
- d. All upgrades to The System shall be the joint responsibility of Chebeague and Axiom, with Chebeague supporting the Central Office and main trunk lines and Axiom supporting the drops and home equipment, if upgrades may be warranted, those responsibilities will determine the cost and which party would be responsible for payments.
- e. Axiom will maintain all Customer Premise equipment and all fiber lines that start at the street and go to the home or business, otherwise known as drops at Axiom's cost, including replacing them if that is necessary to restore proper operation or reliable service.

- f. Axiom will coordinate all emergency repairs on behalf of the owner, due to unforeseen circumstances that would require Axiom or subcontracted crews to visit the Town as needed in the event of a large outage due to damage or failure of equipment or cable in the CO or trunk line.
- g. Axiom will pay Chebeague a flat franchise fee yearly to cover the cost of the bond. Detailed information about payment amounts, payment schedules and other aspects of the monetary relationship between the two parties is described in Schedule A.
- h. As maintained, the System must:
 - i. Accommodate significant swings in usage to accommodate the seasonality of the Chebeague population.
 - ii. Provide sufficient capacity for bandwidth to all premises to accommodate increased bandwidth needs for future municipal and telehealth facilities including, but not limited to, video conferencing and database sharing.
 - iii. Meet Service principles for subscribers specified as the Service Level Agreement as set forth in Attachment C.

5.4 REVIEW OF FRANCHISE HOLDER PERFORMANCE

- a. All aspects of subscriber fees, Exchanges of Service and other matters related to subscriber cost, service levels and standards and equipment functionality will be reviewed by Chebeague and Axiom every four (4) years upon the execution of this Agreement.
- b. As described in Section 3(b), every four (4) years a formal review of Axiom's service will be conducted by the Town. If Service Levels do not meet the goals set forth in this Agreement, Chebeague shall have the right to terminate the Agreement with Axiom, subject to the stipulations described in Section 5.4(c) following.
- c. In the event Chebeague, at any time, reasonably believes Axiom has failed to meet the goals set forth in Section 5.3 ("Potential Breach"), Chebeague shall provide Axiom written notice of such Potential Breach and within twenty-one (21) days of providing such notice, the parties shall meet in good faith to resolve the issues set forth in the written notice. After meeting pursuant to the foregoing, if it is determined by Chebeague, in good faith that Axiom has not met the goals set forth in Section 5.3 ("Default"), Chebeague shall provide Axiom with written notice detailing the default and Axiom shall have thirty (30) days (the "Cure Period") to resolve the Default. If the Default has not been cured by the expiration of the Cure Period, Chebeague may unilaterally terminate this Agreement.
- d. Upon termination (1) Chebeague shall pay Axiom all undisputed amounts due and unpaid hereunder through the date of termination, (2) Axiom shall pay Chebeague all undisputed amounts due and unpaid hereunder through the date of termination and (3) Axiom shall return in good condition to Chebeague all equipment and other property owned by Chebeague in Axiom's possession, including administrative accounts, logins and passwords associated with systems contained within the Central Office of The System.

5. POLE LICENSING

Chebeague, as the holder of pole attachments licenses, will name Axiom as its contractor performing any pole attachment related repairs and Axiom shall hold the required insurance to make and maintain pole attachments. Axiom shall be responsible for paying the yearly pole rental fees, on behalf of the Town. See Schedule A.

6. CONDITIONS OF SYSTEM MAINTENANCE

Maintenance of The System by Axiom shall conform to the following requirements:

- a. The Town will work with appropriate entities to obtain authorization for and hereby conveys, to the extent the same are conveyable, to Axiom the rights to acquire, construct, erect, suspend, install, renew, maintain, repair, replace, extend, enlarge and operate the System throughout the Town, in, upon, along, across, above, over and under the streets, easements, public right of ways and Town owned land, which may include underground conduits, trenches, splice boxes, wires, cables, and pole attachments as related to providing Internet and phone services to the residents of Town. Chebeague will further work with appropriate entities to obtain the same authorizations detailed above as required for Axiom to make connections between The System and individual subscribers' premises, either separately or in conjunction with any public easement and authority within the limits of the Town of Chebeague Island.

7. CONDITIONS ON STREET OCCUPANCY

- a. If at any time during the period of this Agreement the Town of Chebeague shall lawfully elect to alter or change the grade, alignment or routing of any street, sidewalk, public right of way or public property Axiom will contribute the labor cost to remove, re-lay and relocate the internet cabling, while the costs of any new equipment or materials, transport or otherwise items needed to complete the work needed due to the above-mentioned construction would be the responsibility of Chebeague.
- b. Chebeague consents to permitting Axiom to trim trees and clear debris or brush as needed, at their expense, to allow access to The System equipment as necessary.
- c. At the request of any person holding a building-moving permit, or relocation permit or who requires for whatever reason a relocation of the fiber entrance to their Premise and/or a relocation of the Customer Premise Equipment on their property, Axiom shall move, relocate, raise or temporarily uninstall System equipment as needed. The costs of such work by Axiom will be borne by the person requesting the work, as determined by Axiom's then-prevailing rate for onsite professional services plus any third-party costs required by the job at hand. Axiom shall require a minimum of thirty (30) business days' notice to arrange for this work to occur.

8. LIABILITY AND INDEMNIFICATION

- a. Each party agrees to hold harmless and to indemnify the other party for any liability that may occur as the result of the other party's (i) breach of this Agreement or (ii) negligence or willful misconduct.

- b. Axiom shall maintain throughout the terms of this agreement, liability insurance in accordance with industry norms. Proof of such insurance is included in Attachment B and shall be maintained and provided annually to The Town.

SAFETY REQUIREMENTS

- a. Axiom shall, at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries or nuisances to the public.
- b. Axiom shall install and maintain any wires, cables, fixtures, and equipment in accordance with the requirements of all applicable federal, state and local ordinances, codes, laws and regulations.
- c. Axiom shall maintain in a safe, suitable, substantial condition and in good order and repair all structures, equipment, cabling and lines in or over, under or upon the streets, sidewalks and public right of ways or public places.

9. OWNER RESPONSIBILITIES

- a. Chebeague shall either maintain insurance coverage of The System that would address costs of repairs for any catastrophic events affecting The System or requiring replacement of trunk, equipment, or Central Office.
- b. Commit to Rights-of-Way access to Axiom for the life of the contract
- c. Marketing- Chebeague agrees to work closely with Axiom to help inform residents of the Town of the existence and benefits of The System and to promote the available levels of service through various communications means (web sites, Facebook, email lists, bulletin boards, etc.) channels to encourage participation and maintain high subscription rates.

10. NEW DEVELOPMENTS

It shall be the policy of both Chebeague and Axiom to favorably amend this Agreement as needed upon the reasonable request of either party, when necessary to enable Chebeague and Axiom to take advantage of any technological developments in the field of fiber optic transmission and related services, or to allow Axiom to more effectively, efficiently, or economically, serve customers. Similarly, Axiom shall make commercially reasonable efforts to periodically upgrade the System so that it maintains a level of performance that is consistent with commercially reasonable industry standards for service. Notwithstanding the foregoing or anything to the contrary herein, no provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by both Parties.

There is potential to use Chebeague's network to provide other services over the fiber, whether utilizing capabilities of G-PON or XGS-PON to deliver phone and broadcast video out of band of the Internet service, or something new. Those additional non-internet-protocol based

services might be offered by a third party or by Axiom. Such opportunities shall be considered on a case-by-case basis, and the Parties to this agreement will:

- a. Ensure there is sufficient capacity available in The System, or use of separate wavelengths, such that delivery of the new service will not be detrimental to the quality of service nor the ability to support future expansion of existing services. Neither shall it impede or diminish the opportunity to access existing services by current and potential future subscribers.
- b. Ensure that the proposed service meets an expectation that the municipal network exists to support delivery of services reasonably considered necessary for the general good and welfare of its inhabitants. Equally, that the service offered shall not be bundled nor predatory in its service and pricing terms, such as attractive initial pricing on long term service agreements without very clearly communicating what the price will be after expiration of the introductory price. Further that the provider of service must offer service to potential subscribers and offer them equal terms, without discriminating against anyone on the basis of color, gender, gender identity, age, perceived race, social class, or heritage.
- c. Ensure that Chebeague and Axiom will be appropriately compensated for the use of the fiber-optic network capacity utilized and last mile delivery of the new service to the service's subscribers via The System.
- d. Ensure that Axiom's revenue and ability to provide internet service is not adversely affected. If implementation of the new service would impose any additional maintenance costs or requirements for administration of The System upon Axiom, that Axiom will be appropriately compensated, including a modest profit, and is agreeable to doing so.
- e. Ensure that Chebeague and the party to provide the new service agree on the schedule and manner of payments to Chebeague and/or Axiom, the reporting to Chebeague of who is subscribed, and if deemed appropriate by Chebeague, given the nature of the service, the manner of discount provided by the new provider for income qualified subscribers.
- f. Reserve the right, as the owner and manager of a finite public resource, to refuse to commit the municipal network to the delivery of any and all services not satisfying the public good.

11. MODIFICATIONS BY REASON OF STATUTES AND GOVERNMENT REGULATIONS

If at any time, any section of this Agreement conflicts with operation under or compliance with any federal or state statutes or with regulations of the Federal Communications Commission or any other State or Federal regulatory agency, said section shall be altered to conform to said statute or regulations.

12. SEVERABILITY

If any section, subsection, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

13. TRANSFER OF AGREEMENT

Axiom shall not transfer or assign any rights under this Agreement to any other person or entity without prior written approval of Chebeague, which approval shall not be unreasonably withheld. Any such transfer shall be in writing, which shall include an express acceptance of all terms and conditions of this Agreement. Any assignment or transfer without prior written consent shall constitute a material breach of this Agreement, which may result in the revocation of the Agreement. In making such a determination of whether to approve or reject a transfer or assignment, the Town may consider the following:

- g. The experience of the proposed transferee or assignee;
- h. The financial, technical and legal qualifications of the proposed transferee or assignee;
- i. If requested by Chebeague, submittals for the proposed transferee or assignee, on what, if any, changes it intends to make to the operations and maintenance of The System;
- j. Any corporate or other connections between Axiom and the proposed transferee or assignee; and
- k. Any other aspect if the proposed transferee or assignee's background, which could affect health, safety, and welfare of the citizens of Town of Chebeague Island as it relates to operation of The System

Upon written request by Chebeague, the transferor shall provide an attested statement that a transfer of the System has been effectuated. Notwithstanding the foregoing, this Agreement is binding upon the Parties and their successors and assigns.

14. ACCESS FEES AND OTHER PAYMENTS

Axiom agrees to pay Chebeague the Fees and Other Payments detailed in Schedule A. Chebeague agrees to retain working records of Axiom payments to Chebeague for the life of this agreement. Axiom agrees to provide payments to Chebeague within thirty (30) days of the end of each calendar quarter for residential customers and an annual payment in June of each year for all seasonal customers.

15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. This Agreement may be executed by facsimile or PDF via email or service such as DocuSign.

16. GOVERNING LAW

This Agreement and the rights and obligations of the Parties hereto shall be interpreted and enforced in accordance with and governed by the laws of the State of Maine, without regard to the conflict of laws and provisions thereof.

17. ARBITRATION

Any dispute, controversy or claim arising out of or related to this Agreement, or any breach of this Agreement shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by American Arbitration Association under its Commercial Arbitration Rules and shall be conducted consistent with the rules, regulations, and requirements thereof as well as any requirements imposed by state law. Any arbitral award determination shall be final and binding upon the Parties. Each party will be solely responsible for its expenses related to or arising from the Arbitration.

IN WITNESS WHEREOF, Chebeague has caused this Agreement to be duly executed in its name by the Board of Selectmen as authorized by a vote of the Town on December XX, 2021, and Axiom has caused this Franchise to be duly executed in its name and behalf by Mark Ouellette, President and CEO, all being duly authorized to act in their respective capacities, as of the date of signing.

Town of Chebeague Island

Donna Miller Damon, Chair

Signature: _____

Date: _____

Jean-Louis Beaupre, Vice Chair

Signature: _____

Date: _____

Jen Belesca

Signature: _____

Date: _____

Mark Dyer

Signature: _____

Date: _____

John "Jay" Corson

Signature: _____

Date: _____

Axiom Technologies, LLC

Mark Ouellette, President & CEO

Signature: _____

Date: _____

DRAFT

ATTACHMENT A

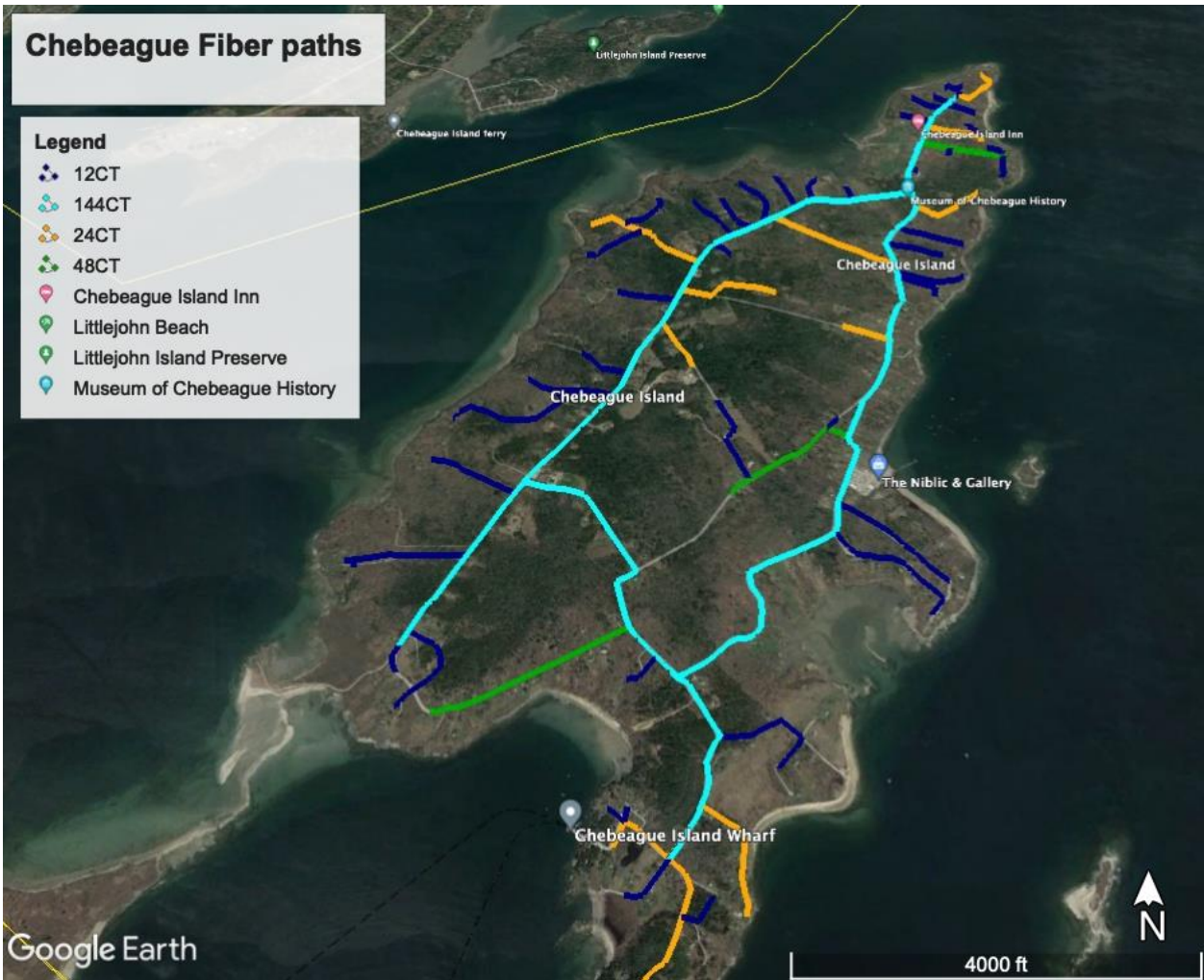
Description of System & Capabilities

- System Description:

The fiber optic system being deployed in Chebeague will bring a dedicated fiber connection to each home and business from the Central Office equipment. Access to best-in-class reliability and supporting speeds of up to 1Gbps of symmetrical service (G-PON) are highlights of a system that will rival any FTTP system in the United States. The system is capable of handling future growth in new homes or businesses expected in the community and is considered future proof for the next 20 years or more. The system architecture will have limited ports capable of delivering 10Gbps (XGS-PON) of service to the right premise equipment, and that can be expanded with upgrades to the electronics and home equipment in the future, as needs/demand dictate.

This network will be designed as a "home run" system where each home will have a dedicated fiber delivered from the CO. All fiber lines will be run over existing utility poles. Home run systems allow for future needs and maximum privacy with emerging telehealth and on-line education while creating a "fiber pipe" that can deal with all the communications needs including data, phone, and streaming content, while creating a generational solution that will provide capable infrastructure for the community to create new opportunities for residents, visitors, and businesses.

Network Fiber Counts and Path



This map does not represent each home connection, but all home connections have been accounted for in the design.



AXIOT-1 OP ID: WA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown Holmes & Milliken Agency 67 Foster St P.O.Box 707 Ellsworth, ME 04605	CONTACT NAME: Wanda Alley PHONE (A/C, No., Ext): 207-255-5071 FAX (A/C, No.): 207-255-5070 E-MAIL ADDRESS: wandaa@bhm-ins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: MEMIC</td> <td>11149</td> </tr> <tr> <td>INSURER B: Mass Bay</td> <td>22306</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: MEMIC	11149	INSURER B: Mass Bay	22306	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Axiom Technologies LLC 3 Water Street Machias, ME 04654														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	X	X	ODP8813559	10/07/2021	10/07/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	AWP8844201	10/07/2021	10/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTION \$	X	X	ODP-8813559	10/07/2021	10/07/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1810112279	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input checked="" type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Town of Chebeague Island 192 North Road Chebeague Island, Maine 04017	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ATTACHMENT C

Service Level Agreement

Axiom will maintain telephone support between 6am to 11pm, and an automated support line to report outages outside of these hours.

All technical support and billing and payment questions can be addressed by contacting Axiom at (207)255-0679 or through email at support@connectwithaxiom.com or billing@connectwithaxiom.com

Axiom Network Guarantee

You get what you pay for, and Axiom guarantees that our service to your house will meet or exceed what service you pay for- no “up to” or “best effort” service. Whatever rate group you pay for, Axiom will provide that level of bandwidth 24/7- 7 days a week, no matter how much demand is being put on the system.

Call Us!

If you feel that you are not receiving the proper amount of bandwidth, please call us. We can't troubleshoot an issue that we are unaware of. Often the trouble lies within the home's network, and not with the delivery of service to the home. Troubleshooting a potential issue begins with an investigation that will take place once you call. We can look at the line, your service history, and other aspects of the connection to try and pinpoint the issue.

Fiber just works

Because fiber optics is the most reliable technology to deliver internet, often the situation can be fixed over the phone with a few simple steps. If not, we will have a local technician visit your home to further diagnosis and fix any issues with the fiber delivery system. If all else fails, we dispatch a more experienced crew within 24 hours to resolve the problem.

Credits to your account

Should you have an extended outage, Axiom is prepared to credit your account for the time you were down subject to the following limitations: 1) Customer must contact Axiom at 207-255-0679 to open a ticket on affected service; 2) Does not include Customer Premise Equipment, any scheduled maintenance event, Customers Local Area Network, Customer caused interruptions, and any force majeure events. Service Credit requests will be determined on a case-by-case basis and should be made while on the phone with our technician. Please allow reasonable time for credit requests to be adequately researched by Axiom before credits are posted to the customer account.

If you are experiencing any difficulty with your service- please call us at 207-255-0679 and we will work to promptly fix the issue.

SCHEDULE A

Subscriber Services, Fees, Payments to Chebeague & Other Revenue

SUBSCRIBER SERVICES

Beginning in the first fiscal year of full operation after the System has established an operational customer connection (operational meaning the first connection is operating at broadband speed without interruption for 48 hours), Axiom will make payments to Chebeague that will meet the total guaranteed payment following a yearly schedule:

All payments for non-seasonal customers are due on a quarterly basis within 30 days of September 30 (first quarter), and December 31 (second quarter) March 31 (third quarter), June 30 (fourth quarter) for each fiscal year of the term of the Agreement.

All payments for seasonal customers are due within 30 days of June 1 for each year of the term of the Agreement.

Expected Yearly Total Payment Guarantee	Cost of bond payment \$56,800 plus \$10,000 to cover cost of insurance
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We have modeled our payments on the amount of borrowing- which we estimated at \$840,000- anticipating that grant funding or other funding would cover \$360,000 in cost of construction.

Axiom agrees to furnish Chebeague all necessary and convenient documents and information for the purpose of identifying the number and type of customers.

The Parties agree to the following conditions for changes to rates and payments, and that in such circumstances, the Parties agree to update the payment schedule, accordingly:

- 1) Changes in subscriber rates or modifications will be reviewed every four (4) years at the annual review and at that time any new subscriber rates will be determined with full transparency from Axiom. It is not Axiom’s intent to raise rates, but circumstances in the future could necessitate a monthly rate change.
- 2) Changes in subscriber rates or modifications to the payment amounts to Axiom which result in a net decrease in the Axiom share of gross revenue per subscriber must first be approved to jointly by the Town and by Axiom.
- 3) Higher speed service type offerings may be added by Axiom, without requiring approval by Chebeague.

Rate Groups	Year Round	Seasonal
50/50Mbps	\$59.99/month	\$59.99/month between May 1 and November 1. \$20/month in 6 month off season.
100/100Mbps	\$79.99/month	\$79.99/month between May 1 and November 1. \$20/month in 6 month off season.
500/500Mbps	\$109.99/mo.	\$109.99/month between May 1 and November 1. \$20/month in 6 month off season

Seasonal Service is fixed for 6 months at full monthly payment, if any subscriber who is considered seasonal would require service outside of the fixed 6-month summer season, they will be required to move to monthly residential service.

Seasonal service subscribers are prohibited from taking service for less than the 6 month full-price monthly service.

POLE LEASE FEES

Pole lease fees for The System are a cost of operation, thus the required total pole lease amount shall be added to the amount paid annually by Axiom to Chebeague from Axiom's share of subscriber fees. Chebeague, as the holder of pole attachment licenses, shall pay the lease fees.

GRANTS

It is expected that the provision of Broadband in Chebeague will open up opportunities for state, federal and private grants for additional services to town residents. Grants are important to bring down the total amount borrowed and just as importantly bring down the yearly bond payments. Axiom agrees to participate in writing and provide support for any appropriate grant applications.