

**FRANCHISE AGREEMENT
BETWEEN
Inhabitants of the Town of Chebeague Island
AND
AXIOM Technologies, LLC**

THIS Franchise Agreement (“Franchise Agreement”) is entered into on _____, 2022, by and between the Inhabitants of the Town of Chebeague Island, a Maine municipal corporation (hereinafter referred to as 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, the Town is interested in entering into a mutually beneficial agreement for the purpose of supporting fiber optic Internet service across the Town and whereas the Town and Axiom desire to establish procedures governing the operation / maintenance of the Internet system, being services to be provided by Axiom; and

WHEREAS, the parties are entering into a Construction Agreement which is expressly conditioned on the execution of this Franchise Agreement. Defined terms used herein without definition shall have the meaning ascribed to them in the Construction Agreement;

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

The Town 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 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 the System on behalf of the Town 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 the Town to satisfy debt service for construction. These elements are referred to as the “Franchise” for an initial term of twelve (12) years.

The parties acknowledge and agree that the following three (3) conditions are express conditions precedent to all of the Town’s obligations under this Franchise Agreement:

1. The Town’s receipt of grant funding in an amount not less than \$600,000;
2. The Town’s ability to secure financing on terms acceptable to the Town.
3. Execution by all parties of Franchise Construction Agreement.
4. Town Meeting approval of this and any related agreements.

1. DEFINITIONS

- a. Internet system: also referred to as the “System” is the fiber-optic infrastructure consisting of fiber optic cabling, transmission, reception, and distribution equipment, technology, controls, and all equipment necessary for the operation of the System, to be installed in the Town capable of serving every premises in the town, up to the limits defined in Attachment A of the Franchise Construction Agreement, which may be amended on the consent of the parties. With the exception of the operation rights granted to Axiom pursuant and subject to the terms herein, The System, including the Drops (defined below), any upgrades made to the System, and any intellectual or physical property in connection therewith, is owned exclusively by the Town.
- b. Premises: refers to any home, business, or municipal structure in the Town that will receive a fiber-optic connection.

2. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

Axiom and its subcontractors shall comply at their cost 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 Island enters into this Franchise Agreement seeking reliable, high-speed fiber-to-the-premises Internet service available in the entire Town, capable of making 1 Gbps symmetrical service available to all subscribers while maintaining an affordable subscription price. The overall goal is service that meets the Town’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, telecommuters, and local businesses.

EFFECTIVE DATE AND FRANCHISE TERM

- a. Initial Term: The Franchise granted under this Franchise Agreement shall take effect and be in full force from the date of mutual signing of the Franchise Agreement, and the satisfaction of the conditions precedent contained herein, for a period of twelve (12) years, subject to the terms and conditions set forth in this Franchise Agreement. 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. Axiom agrees the Town shall have the option to extend this Franchise Agreement for an additional eight (8) year term.
- b. Reviews: The Initial Term shall include an informal review of this Franchise 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. Pricing/Service changes.

c. The Town shall evaluate Axiom's performance against the aforementioned criteria, and any other criteria it deems relevant, and may respond as set forth in Section 5, Subsection V below ("REVIEW OF FRANCHISE HOLDER PERFORMANCE").

4. FRANCHISE HOLDER RESPONSIBILITIES

Axiom shall operate and maintain the System at its sole cost 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.

Axiom agrees to participate in the Affordable Connectivity Program or its successor.

Axiom is responsible, at its sole cost, for connecting the System to a backbone internet service provider capable of supporting the System and all users at the advertised speeds, with an over-subscription ratio of 8.0.

Axiom is permitted to offer only internet access or telephone via the System. Any other services contemplated for offer via the System (i.e., television or other offers using non-IP delivery systems) will be at the Town's discretion. However, any new service considered by the Town and not related to Axiom's Internet franchise will be discussed with Axiom to determine its impact on the Axiom franchise agreement and terms of that agreement and on the overall impact of the System. If it is determined that the effects of any new service would have an impact on Axiom's Franchise or adversely affect Axiom's delivery of service, both Parties commit to negotiate a mutually beneficial solution.

5 SYSTEM OPERATIONS

I. GENERAL

- a. The Service area is defined as all residences and businesses on the main island of Chebeague only, as shown in Attachment A ("System Description and Map of anticipated fiber routes") to the Construction Agreement between the Town and Axiom.
- 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 Town approved fees from Customers, and offer service packages as detailed in Schedule D.

- d. Axiom will provide supporting data to the Town as required for reports to any regulatory authority (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 D.
- f. The Initial Install Period will end on the date upon which the Town provides written acceptance of the System as completed. Customers who subscribe during the Initial Install Period will incur no charges for a standard aerial connection or for an underground connection with conduit separate from an electrical service conduit already in place. Axiom reserves the right to charge a reasonable set up fee to cover overhead and design costs related to any new connection requested after the end of the Initial Install Period.
- g. Axiom will maintain customer service hours between 8am-11pm, Monday through Sunday. All service interruptions shall be initially communicated by customers via a call or email 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 fully equipped 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 hire and maintain at Axiom's cost a service technician in the Town, to handle day to day operational issues involving customer subscriber issues that cannot be resolved by phone.
- m. Axiom will maintain a fully trained and equipped field crew that can be dispatched to maintain, fix, or otherwise troubleshoot network issues in the Town as needed. In this case the Town expects an on-island visit within 24 hours of the issue being unresolved by the local technician.
- n. Upon receiving written or verbal notice from a customer or the System owner, Axiom shall promptly investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters.
- o. Axiom will take all orders for new service and will bill and collect all payments for existing service.

II 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, service plan 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 premises 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.

III SYSTEM MAINTENANCE

- a. Axiom will maintain all equipment, cabling (Drops, Trunk and ancillary cabling), home installation kits and any and all necessary fiber installation products and ancillary needs to keep the System operational, making repairs and/or replacements as necessary.
- b. Axiom will provide guidance and planning services on trunk maintenance and Drop installation.
- c. Axiom and the Town 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 the Town and Axiom, with the Town supporting upgrades to the Central Office and main trunk lines and Axiom supporting the Drops and home equipment, if upgrades are warranted, those responsibilities will determine the cost and which party would be responsible for aspects of the upgrade to ensure the continuous operation of the System by the Town or Axiom.
- e. Axiom will maintain all Customer Premises 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. For the avoidance of doubt, the Drops are part of the System and owned by the Town.
- f. Axiom will make all emergency repairs on behalf of the Town, 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.

IV FRANCHISE FEES

- a. Axiom will guarantee payment to the Town of a flat franchise fee yearly, paid quarterly, totaling an amount to cover the cost of the bond or the annual equivalent after retirement of the bond plus a sum meeting one of the following conditions:
 - i. \$10,000, to be added to a fund for System upgrades or to help defray the cost of additional drops, or
 - ii. the cost of any liability insurance the Town is required to carry by pole owners (collectively, "Franchise Fee", regardless of the number of System customers. Detailed information about payment amounts, payment schedules and other aspects of the monetary relationship between the two parties is shown in Schedule D.
- b. In the event that the number of subscribers exceeds three hundred (300), Axiom shall increase its Franchise payment to the Town by \$5 per subscriber per month.
- c. As maintained, the System must:
 - i. Accommodate significant swings in usage to respond to the seasonality of the Town's population, without degradation of service.
 - 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 Schedule C.

V 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 the Town and Axiom every four (4) years upon the execution of this Franchise 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 Franchise Agreement, the Town shall have the right to terminate the Franchise Agreement with Axiom, subject to the stipulations described in Section 5(IV)(c) following.
- c. In the event the Town, at any time, reasonably believes Axiom has failed to meet the goals set forth in Section 5.III ("Potential Breach"), The Town 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 the Town, in good faith that Axiom has not met the goals set forth in Section 5.3 ("Default"), the Town 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, the Town may unilaterally terminate this Franchise Agreement.

- d. Upon termination (1) Axiom shall pay the Town all undisputed amounts due and unpaid hereunder through the date of termination and (2) Axiom shall return in good condition to the Town all equipment and other System property owned by the Town in Axiom's possession, including administrative accounts, logins and passwords associated with systems contained within the Central Office of the System or any other location where such information exists.

6. POLE LICENSING

The Town, 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 arranging for and paying the yearly pole rental fees, on behalf of the Town. Axiom shall be responsible for applying for and maintaining pole attachment licenses. The Town shall provide Axiom with any information or other support required for such licenses. See Schedule B.

7. 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. The Town 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.

8. CONDITIONS ON STREET OCCUPANCY

- a. If at any time after the Initial Install Period but during the period of this Franchise Agreement the Town 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 the Town.
- b. The Town 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, demolition permit or relocation permit or who requires for whatever reason a relocation of the fiber entrance to their Premises and/or a relocation of the Customer Premises 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.

9. 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 such party's (i) breach of this Franchise Agreement or (ii) negligence or willful misconduct. Nothing in this Agreement shall be construed as a waiver of any defense or indemnity against any third party that the Town may have under the Maine Tort Claims Act (14 M.R.S. §§ 8101-8118) or that Axiom may have by virtue of its role as the Town's contractor.
- b. Axiom shall maintain throughout the terms of this Franchise Agreement liability insurance in accordance with industry norms and shall name the Town as additional insured on all such policies. Proof of such insurance is included in Schedule B and shall be maintained and provided annually to the Town.

10. 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. No fiber will be laid on any exposed ground surfaces. All installs will be on utility poles only unless in underground or protected enclosures approved by the Town in advance, except on private property if required by the property owner and in such cases at the owner's risk.
- 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.

11. OWNER RESPONSIBILITIES

The Town shall pay the costs of repairs for any catastrophic events affecting the Central Office equipment

- a. The Town shall commit to Rights-of-Way access to Axiom for the life of the Franchise Agreement.

12. MARKETING

The Town agrees to work closely with Axiom to help inform residents of the Town of the existence of the System and the available levels of service through various communications means, including but not limited to web sites, Facebook, email lists, and bulletin boards, etc., to encourage participation and maintain high subscription rates.

13. NEW DEVELOPMENTS

It shall be the policy of both the Town and Axiom to amend this Franchise Agreement as needed upon the reasonable request of either party, when necessary to enable the Town 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 without a degradation in services. Similarly, Axiom shall make efforts to periodically upgrade the System so that it maintains a level of performance that is consistent with commercially reasonable industry standards for broadband internet service and/or the Service Level Agreement set forth in Schedule C. Notwithstanding the foregoing or anything to the contrary herein, no provision of this Franchise Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by both Parties.

In the event the Town creates new congregate housing after the Initial Install Period, the parties shall meet and discuss how to most efficiently service these additional customers.

There is potential to use the Town'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 other new technology as may be developed from time to time. Those additional 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 Franchise 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 or 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 contracts 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 the Town 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 the Town and the party to provide the new service agree on the schedule and manner of payments to the Town and/or Axiom, the reporting to the Town of who is subscribed, and if deemed appropriate by the Town, given the nature of the service, the manner of discount provided by the new provider for income qualified subscribers.
- f. Reserve the right of the Town, 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.

14. MODIFICATIONS BY REASON OF STATUTES AND GOVERNMENT REGULATIONS

If at any time, any section of this Franchise 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.

15. SEVERABILITY

If any section, subsection, clause, phrase or portion of this Franchise 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 Franchise Agreement.

16. TRANSFER OF FRANCHISE AGREEMENT

Axiom shall not transfer or assign any rights under this Franchise Agreement to any other person or entity without prior written approval of the Town, 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 Franchise Agreement, and which may, at the Town's election, contain an escrow account containing funding sufficient to make one (1) year of bond or other financing payments. Any assignment or transfer without prior written consent shall constitute a material breach of this Franchise Agreement, which may result in the revocation of the Franchise Agreement. In making such a determination of whether to approve or reject a transfer or assignment, the Town may consider, among other factors, the following:

- a. The creditworthiness, financial, technical and legal qualifications of the proposed transferee or assignee.
- b. If requested by the Town, submittals for the proposed transferee or assignee, on what, if any, changes it intends to make to the operations and maintenance of The System.
- c. The experience of the proposed transferee or assignee.
- d. Any corporate or other connections between Axiom and the proposed transferee or assignee.
- e. Any other aspect of the proposed transferee or assignee's background, which could affect health, safety, and welfare of the citizens of the Town as it relates to operation of the System

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

17. ACCESS FEES AND OTHER PAYMENTS

Axiom agrees to pay the Town the Fees and Other Payments detailed in Schedule D. The Town agrees to retain working records of Axiom payments to the Town for the life of this Franchise Agreement. Axiom agrees to provide payments to the Town 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.

18. COUNTERPARTS

This Franchise 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 Franchise Agreement. This Franchise Agreement may be executed by facsimile or PDF via email or service such as DocuSign.

19. GOVERNING LAW

This Franchise 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.

20. DISPUTE RESOLUTION

Except as otherwise agreed by the parties in writing, the parties shall work together to resolve disputes either through mediation or non-binding arbitration. In the event that they are unable to reach a resolution through this process, all disputes, controversies, claims, counterclaims and other matters in question between the Town and Axiom arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. Except as otherwise expressly agreed by the parties in writing, exclusive venue for a civil action shall be in the Maine Superior Court (Cumberland County).

IN WITNESS WHEREOF, the Town has caused this Franchise Agreement to be duly executed in its name by the Select Board as authorized by a vote of the Town Meeting on _____, 2022, 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.

Inhabitants of the 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: _____

SCHEDULE A

Description of System & Capabilities

- System Description:

The fiber optic system being deployed in the Town 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 premises equipment, and that can be expanded with upgrades to the electronics and home equipment in the future, as needs/demand dictate.

Details of Network construction will be as shown in ATTACHMENT A to the Construction Agreement between the Inhabitants of the Town of Chebeague Island and AXIOM Technologies LLC.

SCHEDULE B



AXIOT-1 OP ID: WA

CERTIFICATE OF LIABILITY INSURANCE

DATE IMMEDIATELY FROM: 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 endorsements(s).


PRODUCER Brown Holmes & Milliken Agency 67 Foster St P.O. Box 707 Ellsworth, ME 04805	CONTACT NAME: Wanda Alley PHONE (A/C, No. Ext.): 207-255-5071 FAX (A/C, No.): 207-255-5070 EMAIL ADDRESS: wandaa@bhm-ins.com
	INSURER(S) AFFORDING COVERAGE
INSURED Axiom Technologies LLC 3 Water Street Machias, ME 04854	INSURER A: MEMIC NAIC # 11149
	INSURER B: Mass Bay 22306
	INSURER C:
	INSURER D:
	INSURER E:

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.

IRISN LTR	TYPE OF INSURANCE	ADDL INSR	SUBWR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners	X	X	ODP8813659	10/07/2021	10/07/2022	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	X	X	AWP8844201	10/07/2021	10/07/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	X	X	ODP-8813659	10/07/2021	10/07/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DEF. RETENTIONS \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below		N/A	1610112279	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 1,000,000 F-1 DISEASE - EA EMPLOYER \$ 1,000,000 F-1 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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SCHEDULE 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. Axiom also guarantees that latency, measured at the subscriber ONT, will not exceed 25 ms, and that there will never be more than one splitter between any subscriber and the Central Office.

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 Premises 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 D

Subscriber Services, Fees, Payments to the Town & 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 the Town 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 Franchise Agreement.

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

Expected Yearly Total Payment Guarantee	Cost of annual debt service plus the greater of \$10,000 to be added to an upgrade fund or the actual cost of the Town’s annual liability insurance premium as required by pole owners.
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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 \$800,000 in cost of construction.

Axiom agrees to furnish the Town 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 must first be approved jointly by the Town and by Axiom.
- 3) Higher speed service type offerings may be added by Axiom, without requiring approval by the Town, but the service levels below must always remain available

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. (\$30/Month for IOT Device connectivity only)
100/100Mbps	\$79.99/month	\$79.99/month between May 1 and November 1.

		\$20/month in 6 month off season. (\$30/Month for IOT Device connectivity only)
500/500Mbps	\$109.99/mo.	\$109.99/month between May 1 and November 1. \$20/month in 6 month off season. (\$30/Month for IOT Device connectivity only)

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.

Any subscriber may connect or disconnect service once per year.

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 the Town from Axiom’s share of subscriber fees. The Town, as the holder of pole attachment licenses, shall pay the lease fees.

GRANTS

It is expected that the provision of Broadband in the Town will open up opportunities for state, federal and private grants for additional services to Town residents before and during the Franchise term. 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.

In the event any grants are secured after the initial install period, and those grants are applied to reduce the cost of the bond, a corresponding reduction in Franchise Fees will be adjusted to pay for the new bond payment amount. In the event grants are received, but are not applied to the bond, Axiom and the Town will determine, in good faith, the distribution of that grant. Axiom agrees not to take any actions that would preclude the Town from qualifying for any state, federal or private grants related to broadband internet services. Axiom agrees to comply with any applicable grant requirements.