

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2016-188

Council Meeting Date 06-13-2016

Date Adopted: 06-13-2016

TITLE: RESOLUTION OF THE BOROUGH OF NEW PROVIDENCE, COUNTY OF UNION, STATE OF NEW JERSEY, AUTHORIZING A CONTRACT FOR TELEPHONE SERVICES WITH SPECTROTEL HOLDING COMPANY LLC

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson Galluccio.

WHEREAS, the Spectrotel Holding Company, LLC, is a regulated utility and as such is exempt from the Local Public Contracts Law in accordance with NJSA 40A:11-5 (1) (f); and

WHEREAS, Spectrotel Holding Company, LLC, has agreed to furnish telephone services at all municipally owned and operated buildings all in accordance with the terms and specifications set forth in the Master Services Agreement dated June 2, 2016 for a term of three (3) years, attached hereto and made part hereof, and for which no public bidding is required;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, County of Union, State of New Jersey, that it hereby approve the award contract to Spectrotel Holding Company, LLC, 3535 NJ-66, Neptune City N.J. 07753, and authorizes the Mayor and Clerk to execute same of behalf of the Borough.

APPROVED, this 13<sup>th</sup> day of June, 2016.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN			X	
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 13<sup>th</sup> day of June, 2016.

Wendi B. Barry, Borough Clerk



## MASTER SERVICES AGREEMENT

Spectrotel Agent ID: 531000	Agent Name: 531000	Date: 06 / 02 / 2016
<b>Company &amp; Billing Information</b>		
Company Name: Borough of New Providence		Main Contact Name: Jen Donato
Main Billing Address: 360 Elkwood Avenue	Fir/St:	City: New Providence
		State: NJ Zip: 07974 -
Main Contact E-mail: jenn@dmenterprise.net		Main Contact Phone: (732) 335 – 5510
Main Contact Fax: ( ) -		
<input type="checkbox"/> Check if alternate billing address and/or special billing instructions is required		
<b>Finance Information</b>		
Billing/Finance Contact Name:	Contact Phone: ( ) -	Contact E-mail: @
Years In Service:	FED Tax ID :	Type of Business:
Legal Form of Business: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation		
<b>Tax Exempt – If Yes, check appropriate boxes:</b> <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local (All applicable exemption certificates must be attached and validated by Spectrotel for exemptions to apply.)		
<b>Service Agreements</b>		
<b>Voice Services:</b> <input checked="" type="checkbox"/> Business Calling Solutions <input type="checkbox"/> Integrated Voice/Data <input checked="" type="checkbox"/> Voice T1/PRI <input type="checkbox"/> SIP/PBX Cloud <input type="checkbox"/> Other	<b>Internet/IP Services:</b> <input type="checkbox"/> Internet Over Anything <input type="checkbox"/> IOF <input type="checkbox"/> Private Line/MPLS/FEPL <input type="checkbox"/> TLS <input type="checkbox"/> Managed Services <input type="checkbox"/> Other	<b>Other Services:</b> <input type="checkbox"/> Audio Conference Calling <input type="checkbox"/> Other:
<b>Letter of Authorization (Applies to Voice Services Only)</b>		
<p>The undersigned customer ("Customer") hereby appoints Spectrotel to act as its authorized agent for all matters for local and long distance service and appoints Spectrotel to act as Customer's carrier for local dial tone. Customer may also choose Spectrotel for 1+ equal access dialing, long distance service, 800/888/877 service, and/or dedicated access service, and Customer understands that only one telecommunications carrier may be designated as the preferred carrier for each of such services. Customer also understands that there will be no charge for its initial selection of a primary long distance company. Any selection after the initial choice may involve charges.</p>		
<b>Customer Proprietary Network Information</b>		
<p>I initial here to hereby authorize my Sales Agent access to view my customer proprietary information including, but not limited to, my Spectrotel invoice. <b>(If box is not checked and initialed, Spectrotel will not release any company or customer network information, including customer service records, to requesting carriers or third parties without prior written notification and or consent of Customer).</b></p>		

### Terms and Conditions

**General.** This Master Services Agreement ("MSA") is entered into between Spectrotel Holding Company, LLC, on behalf of the Spectrotel operating telephone companies and Razgate Financial LLC, as set forth on the signature page of this MSA (individually and collectively, "Spectrotel") and Customer. This MSA shall apply to any services Customer receives from Spectrotel or its representatives, affiliates, subsidiaries, successors, or assignees ("Services"). This MSA by itself does not constitute an order for any Service that Spectrotel provides. Customer shall order Service(s) by submitting a Customer Service Order or by executing a separate service agreement(s) ("Service Agreement"), which shall incorporate by reference the terms and conditions set forth herein. Any conflicting, different or additional terms and conditions including changes or additions to the Customer Service Order or Service Agreement(s) ("collectively referred to herein as the "Service Agreements") or elsewhere including changes or additions to this MSA on the part of the Customer are objected to by Spectrotel and shall not constitute a part of this MSA or Service Agreements (except for Customer, circuit or pricing information that is filled in as part of the MSA and Service Agreements and accepted by Spectrotel) unless Spectrotel expressly agrees to said additions or changes in writing. No action by Spectrotel, including without limitation provision of Services to Customer pursuant to such Service Agreements, shall be construed as constituting a waiver or binding or stopping Spectrotel with respect to such term or condition. To the extent that a conflict should arise between this MSA and the Service Agreements, the terms of this MSA shall take precedence except in the case of Fiber EPL (FEPL) and Transport LAN Service ("TLS") (along with internet, MPLS, or voice services utilizing FEPL or TLS transport) in which case the TLS or FEPL Terms and Conditions of the Product Guide shall take precedence or in the case of Managed Services in which case the Terms and Conditions of Managed Services shall take precedence.

**Credit Inquiries/Deposits.** Customer authorizes Spectrotel to inquire into Customer's credit history, including asking consumer reporting agencies or any other references for credit information, and Spectrotel may require, based on Customer's credit worthiness or payment history with Spectrotel and to the extent permitted by law, a non interest bearing security deposit that will ultimately be refunded upon expiration or termination of the Service Agreements, assuming all amounts owed or due have been paid in full. Should Customer decline to pay a deposit, Spectrotel in its sole discretion, may refuse to install new service.

**Charges and Payment.** The installation and monthly recurring charges for Service(s) addressed herein will be as specified in applicable Service Agreements. The charges stated do not include any international, federal, state, municipal, and local taxes; assessments; fees; or surcharges. Payment for Service(s), including applicable international, federal, state, municipal, and local taxes; assessments; fees; or surcharges, will be due upon receipt of invoice. Beginning thirty (30) days after the date of invoice, at which point Customer will be considered past due, interest on late payments will accrue at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less, on the unpaid balance. Customer will be liable to Spectrotel for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any undisputed amounts due and owing to Spectrotel. Should Customer fail to keep its account balance current, Spectrotel has the right to suspend Customer's Service upon at least ten (10) days' written notice (except as specified otherwise by FCC or state regulations or laws, where applicable) and continue billing until sufficient payment has been received by Spectrotel to bring Customer's undisputed account balance current. If the Service is suspended due to Customer's non-payment, it will not be restored until all undisputed charges (including any interest charges) and a service restoration fee are paid in full. If Customer fails to pay all undisputed charges in full within

fourteen (14) days after suspension, Spectrotel reserves the right to terminate Service(s) in full. In the event of termination, Customer shall be responsible for all termination charges as defined herein.

**Taxes, Fees and Surcharges.** Customer will be responsible for all applicable taxes, fees and surcharges that are levied or imposed as a result of Spectrotel's provision of the Service including but not limited to international, federal, state, local and municipal taxes, federal and state Universal Service Charges, FCC Network Access Charges, Number Portability Surcharges, 911 and E911 Fees or charges, payer per call surcharges and telephone relay surcharges. Unless Customer provides a valid exemption certificate(s), Customer shall be responsible for payment of such applicable taxes, fees or surcharges until said certificate(s) is provided. Spectrotel reserves the right to reject Customer's tax exempt status if Spectrotel finds that Customer's standing as a tax exempt entity does not have legal standing. Spectrotel will execute billing under Customer's legal tax exempt status starting the period immediately following receipt of valid a valid tax exempt certificate(s). Customer will notify Spectrotel in writing if Customer's tax-exempt status changes during the term of this MSA or in the applicable Service Agreements.

**Billing Disputes.** Notification of any dispute regarding Customer's invoice, along with appropriate documentation of any billing discrepancies, in reasonable detail, must be submitted to Spectrotel's Customer Care Center within ninety (90) days of the invoice date. Written notice is recommended. To the extent Customer elects to utilize telephone notification, Customer is responsible for retaining the trouble ticket number for verification. Disputes will not be addressed without a trouble ticket number. Failure to provide the ninety (90) days' notice specified herein shall result in complete waiver of Customer's right to dispute the invoice subject to any legal rights Customer may have under applicable law. Once a billing dispute is identified, Spectrotel will research such disputes in a commercially reasonable time period and will not hold Customer liable for the disputed charges until the parties reached a conclusion on the validity of the claims in good faith. To the extent such dispute is resolved in the favor of Spectrotel, with the next invoice after resolution Customer shall pay Spectrotel the disputed charges plus interest at lesser of one and one-half percent (1.5%) or the highest rate allowed by law. To the extent such dispute is resolved in favor of the Customer, Customer will receive a credit for the disputed charges concurrent with the next invoice following the resolution as well as credit for any interest charges accrued on the disputed charges. However, regardless of any billing disputes, all undisputed balances must be paid in full and in accordance with the Charges and Payment Policy defined herein.

**Additional Charges.** Customer is subject to a paper invoice and account maintenance fee for each remittable account, and in the case of an individual child account receiving a paper statement, a paper invoice fee. The paper invoice fee may be waived if Customer elects electronic invoice delivery. Customer is subject to applicable one time and/or monthly charges for moves, adds, changes, and upgrades to existing Services ("MAC"), the costs for which will be provided at time of order and may or may not require a new Service Agreement for said MAC. Unless otherwise specified in a Services Agreement, any feature(s) or Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable Spectrotel tariff or price list located at <http://spectrotel.com/Support/faqs/tariffs>. If no charges are set forth in Spectrotel's tariffs or price lists for such Services, the charges shall be Spectrotel's prevailing retail rate which shall be disclosed to Customer at time of order. Service records will constitute full proof of the content and nature of Customer's Service(s).

**Tariffs and Rates.** The terms and conditions of this MSA and any applicable Service Agreements are subject to Spectrotel's tariff(s) which are subject to change without notice to Customer and are on



We make it simple. We keep it personal.

MASTER SERVICES AGREEMENT

file with the applicable state and/or federal regulatory authorities. Other restrictions may apply pursuant to such tariffs. In the event of any express conflict between this MSA or any applicable Service Agreements and the language in the applicable Spectrotel tariff(s), the tariff language will supersede this MSA and any Service Agreements to the extent required by law. Spectrotel reserves the right to modify its pricing as set forth in the Service Agreements, this MSA or elsewhere upon thirty (30) days' written notice or as required by applicable law.

Installation. Spectrotel will use best efforts to provide Service(s) by the requested Customer installation date. Scheduled installation dates are estimates only. Spectrotel will not be liable for any damages whatsoever related to delays in meeting any installation or service dates including but not limited to, delays resulting from normal construction procedures or for any reason beyond Spectrotel's control. Spectrotel will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies Spectrotel within five (5) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide Spectrotel all required access and security as necessary. Spectrotel reserves the right to substitute, change or rearrange equipment used to provide the Services so long as the quality or type of Service is not materially impaired or degraded. Installation of the service is to the nearest point of entry of Customer's premise ("demarc") which may or may not be within the Customer's premise. If Customer requests or requires additional cabling between demarc and Customer's desired entry point, the additional charges to extend the demarc are the sole responsibility of Customer. Spectrotel may quote additional cabling to Customer on a time and material basis which Customer may purchase at its discretion. Customer may also purchase this additional work and/or material from a third party.

Cancellation Prior to Installation - Except for FEPL and TLS, if Customer desires to modify the service order or service order delivery date prior to installation, but after the Firm Order Commit Date ("FOC") has been set, Customer shall be responsible for charges equivalent to actual costs incurred by Spectrotel for cancellation or modification. Spectrotel shall provide an itemized cost breakdown upon request. If Customer cancels or modifies its order prior to FOC, no fees shall apply unless otherwise noted on Service Agreement. FEPL and TLS cancellation policy shall be governed by the FEPL and TLS terms and conditions in the FEPL and TLS product guides.

Maintenance/Return of Equipment. Maintenance of Spectrotel owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in the Service Agreements; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or its employees, agents, or consultants. Customer agrees to obtain and maintain (with an insurer reasonably acceptable to Spectrotel) insurance coverage with respect to the Spectrotel equipment in the amount of its replacement cost. Upon request, Customer shall provide Spectrotel with a certificate of such insurance showing such coverage. Spectrotel may require the insurance policy to name Spectrotel as a loss payee. Customer acknowledges that title to all Spectrotel equipment and software, if any, provided as part of the Service(s) is and shall remain with Spectrotel throughout the term of the Services Agreements and such equipment and software shall be returned to Spectrotel upon discontinuance of the related Services Agreement. Notwithstanding the foregoing, customer hereby authorizes Spectrotel to prepare and file precautionary financing statements under the Uniform Commercial Code in any applicable jurisdiction describing such equipment and software and naming the customer as debtor and Spectrotel as secured party. Customer is responsible for arranging access to its premises to permit Spectrotel's authorized personnel, employees or agents to repair, maintain, inspect, replace, remove or install any and all equipment and software required by the Services. Customer will surrender any Spectrotel owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. At its sole discretion, Spectrotel may also choose to dispatch personnel to retrieve Spectrotel equipment or software from the service location in which equipment or software is located. Customer agrees that access to said location for retrieval, shall not be unreasonably withheld. If Spectrotel owned equipment or software is surrendered in damaged condition or if equipment or software is found by Spectrotel to be in damaged condition during the retrieval process (excluding reasonable wear and tear), Customer will pay Spectrotel any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender Spectrotel equipment or software within thirty (30) days after Spectrotel's request or if Customer refuses to provide access for retrieval, Customer will be liable for Spectrotel's reasonable expenses representing the reasonable replacement value of the Spectrotel equipment or software plus collection expenses including reasonable attorney's fees. Customer's obligations pursuant to this section will survive termination of this MSA.

Term and Termination. For ongoing Services, the term specified on the Service Agreements shall commence on the date of installation. Notwithstanding the foregoing, this MSA shall become effective on the date it is accepted by Spectrotel and shall remain in effect for successive one month periods until the end of the Term set forth in the Service Agreements for each of the Services. Where a term longer than one month has been specified, and except as set forth in the Service Agreements, the initial Term will automatically renew for successive one (1) month periods, unless Customer notifies Spectrotel of its desire not to renew at least thirty (30) days prior to the expiration of the then-current Term. In the event of any disconnection by Spectrotel for non-payment by Customer or if Customer terminates early for any reason other than a material breach of this MSA or the Service Agreements by Spectrotel (before which Spectrotel shall be given written notice and 30 days to cure), Customer will be obligated to pay an early termination fee ("ETF"), which shall be calculated as the sum of: (a) the number of months remaining in the then current Term for each of the services being disconnected multiplied by the agreed upon monthly recurring charges as denoted in the Service Agreements, or in the case of usage-only based Services (e.g., LD Only business lines or LD - T1 circuits) (b) the number of months remaining in the then-current term of the Service Agreements multiplied by the average monthly usage charges over the two most recent 30-day billing periods or minimum revenue commitment for usage based charges associated with the Service(s), whichever is greater. Any termination of Service or of the applicable Service Agreements or this MSA either by Customer or Spectrotel in the event of breach of this MSA or Service Agreements could result in Customer's loss of all IP addresses and phone numbers assigned should Customer fail to move services to another carrier prior to termination. In addition, all Spectrotel property (including but not limited to Spectrotel routers, switches, equipment, facilities, and software) shall be returned to Spectrotel in accordance with the terms herein. Spectrotel reserves the right to restrict, suspend or terminate Service(s) and terminate this MSA and/or Service Agreements in the event Customer is found to be in breach of the terms of this MSA as defined herein and/or Service Agreements. The ETF is not a penalty and has been determined based upon the facts and circumstances known by the parties at the time of the negotiation and entering into this MSA, with due consideration given to the performance expectations of each party. The ETF constitutes a reasonable approximation of the damages Spectrotel would sustain if its damages were readily ascertainable. Neither party will be required to provide any proof of these damages, and the ETF provided herein will constitute full compensation as the sole and exclusive remedy for any failure by Customer to meet its specified performance.

Change in Law. During the term of the Service Agreements or this MSA, if the FCC, a state public utility commission or board or any other administrative governing body, or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of canceling, changing, or superseding any material term or provision of this MSA or Service Agreements (collectively, "Change of Law"), then this MSA or Service Agreements shall be deemed modified in such a way as the parties mutually agree is consistent with the form, intent and purpose of this MSA or Service Agreements and is necessary to comply with a Change of Law. Parties agree to negotiate said changes in good faith, but should the parties not be able to agree on modifications necessary to comply with a Change of Law within thirty (30) calendar days after the Change of Law is effective, then upon written notice either party may either terminate this MSA or Service Agreement or, to the extent practicable, parties may terminate that portion of the MSA or Service Agreement impacted by the Change of Law. In the case of termination Spectrotel agrees Customer shall be responsible for all undisputed fees up to the end of the thirty-day period and will not be liable for any further early termination fees.

Notices: Notices under this MSA to Spectrotel shall be sent by first-class US Mail, postage prepaid, certified, return receipt requested, or by overnight carrier (delivery signature required) to: Spectrotel Holding Company LLC, PO Box 339, Neptune, NJ 07754, Attention: Director of Customer Care, with a copy to Attention: Chief Operating Officer. Unless otherwise provided below by Customer, Notices to Customer shall be sent to address provided on this MSA to the attention of the main contact provided herein. Notices shall be deemed received five (5) business days after mailing by first-class US Mail and one business day after mailing via an overnight carrier, morning delivery.

NOTICES TO CUSTOMER:

Company Name: Borough of New Providence

Attention:

Address 1: 360 Elkwood Avenue

Address 2:

City, St, Zip: New Providence, NJ 07974

Assumption/Purchase of Contract. In the event that Spectrotel assumes or purchases an existing contract between Customer and another telecommunications carrier to provide Services, Customer will be indemnified and held harmless against any and all termination liability associated with the existing contract so long as: a) Customer enters into a Service Agreement with Spectrotel for a term equal to or greater than the remaining term of Customer's existing contract with the other telecommunications carrier for said services; and b) Customer continues to purchase the services from Spectrotel under the contract for the full term. Spectrotel shall not be responsible for any termination liability incurred by Customer from the other telecommunications providers as a result of moving services to Spectrotel unless Spectrotel explicitly agrees and approves in writing in advance of order the explicit amount of the termination liability Spectrotel would agree to cover as part of the Service Agreement with Spectrotel. Customer must provide proof of billing and payment of termination liability from said provider(s) before Spectrotel will provide credit to Spectrotel's invoice for the written approved amount of any termination liability Spectrotel agreed to cover on behalf of the Customer.

Acceptable Use Policy ("AUP"). Customer agrees not to allow the use of the Service to in any way to transmit or post material that as Spectrotel determines in its sole reasonable discretion: (a) is prohibited by any law or regulation, or facilitates or encourages the violation of any law or regulation; (b) disrupts third parties, or violates the intellectual property rights or other rights of Spectrotel or any third party; (c) is abusive, profane, libelous, slanderous, obscene, threatening, misleading, harassing, discriminatory, or otherwise harmful or disruptive component; (d) violates or tampers with the security of any computer equipment, network, or program, (e) constitutes, facilitates, or encourages unsolicited commercial email or "spam". SPECTROTTEL RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY, ALTER OR OTHERWISE UPDATE ITS AUP AT ANY TIME AND SHALL NOTIFY CUSTOMER OF A CHANGE IN THE AUP THROUGH A MESSAGE ON ITS INVOICE TO THE CUSTOMER. SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON THE POSTING OF THE MODIFIED TERMS OF USE ON SPECTROTTEL'S WEBSITE AFTER NOTIFICATION. WWW.SPECTROTTEL.COM. BY USING SERVICE AFTER SPECTROTTEL HAS POSTED NOTICE OF SUCH MODIFICATIONS, ALTERATIONS OR UPDATES, CUSTOMER AGREES TO BE BOUND BY THE REVISED ACCEPTABLE USE TERMS. This MSA together with the actual removal of material or denial of access to material by Spectrotel is deemed notice to Customer within the meaning of the Digital Millennium Copyright Act. Other Acceptable Use Items. a) Web Hosting: Customer represents and warrants that any current or planned website Spectrotel or its partners host on Customer's behalf ("Hosted Website") does not and will not violate the Spectrotel AUP. If Customer Violates the AUP, Spectrotel reserves the right to immediately suspend or disconnect service and charge all applicable termination fees; b) Line Usage: Customer agrees that for voice services purchased with "unlimited local" or "unlimited calling" call plans, if Spectrotel finds that the volume of usage is over and above what is considered "normal" usage for the Service (this may or may not include lines on automatic dialers or lines used for dial-up internet connectivity, or other high usage applications), Spectrotel may place the Service line on a measured usage plan for the duration of applicable Service Agreement with notice to Customer. Customer has a choice to accept the change in call plan or disconnect Service, but if Service is disconnected, the Customer remains liable for any ETF charges described herein. At its discretion, Customer may change call plan on a line within 2 months of installation and once per year thereafter.

Indemnification and Limitations on Liability. Customer will defend, indemnify and hold Spectrotel, its affiliates, representatives, successors, and assigns, and each of their respective owners, directors, officers, employees and agents, harmless from and against all third-party claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use or misuse of the Service(s) or otherwise arising under the applicable Service Agreements or this MSA. Spectrotel will defend, indemnify and hold Customer, its affiliates and each of their respective owners, directors, officers, employees and agents harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any claim that the Service(s), equipment, software, and any other materials provided by Spectrotel under the MSA or an applicable Service Agreement infringes any intellectual property or other proprietary right of a third party. IN NO EVENT WILL EITHER PARTY BE LIABLE TO CUSTOMER, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN NO EVENT WILL SPECTROTTEL BE LIABLE TO CUSTOMER, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS OR TO ANY THIRD PARTY FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THE APPLICABLE SERVICE AGREEMENTS OR THIS MSA, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. SPECTROTTEL'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE APPLICABLE SERVICE AGREEMENTS OR THIS MSA WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED THEREIN DURING THE MONTH IN WHICH SUCH LIABILITY ARISES. Without limiting the generality of the foregoing, Spectrotel shall have no liability for any damages resulting from unauthorized access to Customer's phone system, computer system, Local Area Network or equipment by third parties or hackers, including, without limitation any damages resulting from any fraudulent phone or data usage, computer virus, worm or other malicious code. Customer expressly agrees that its use of any of Spectrotel's websites is at Customer's own risk. Force Majeure: In no event will Spectrotel be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against Spectrotel or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within Spectrotel's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, Spectrotel will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Service Agreements and/or this MSA and will continue to apply after the Service Agreements and/or this MSA ends.



We make it simple. We keep it personal.

MASTER SERVICES AGREEMENT

Security and Fraud. Spectrotel has implemented technical and administrative measures designed to secure Customer's information and Services from unauthorized access, use, alteration or disclosure and to assure its availability in all cases either in accordance with the commitments in the applicable Service Agreements or, in the absence of such commitments, in a manner Spectrotel believes is prudent for common business information. However, Spectrotel cannot and does not guarantee that these measures will be sufficient to prevent unauthorized access, use, alteration or disclosure or to assure availability. Moreover, an attacker with sufficient time and resources could defeat the measures Spectrotel has in place and gain access to customer information. Except as may be expressly provided in a corresponding Service Agreement, none of the Services are designed to protect confidential information (including but not limited to financial or health information). Accordingly, if Customer requires protection of sensitive information, Customer should not use such Services to transmit or store such information without implementing additional Customer-controlled security measures, such as encryption, to protect such information. Customer shall bear the risk of loss arising from, and under no circumstances will Spectrotel be responsible for any damages, loss or injury resulting from (i) use of the Service, whether authorized or unauthorized by Customer, including any charges or fees incurred as a result of fraudulent or unauthorized use of the Services, (ii) access to, alteration or destruction of or the unavailability of any information transmitted [or stored] through the Service or (iii) the unavailability of all or any part of the Service. Customer will notify Spectrotel immediately of any breach or suspected breach of security or unauthorized use of Customer's Spectrotel account, telephony services, or profile. Customer acknowledges that Spectrotel reserves the right, but is not required, to take any and all action it deems appropriate (including, without limitation, blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof. In addition, Spectrotel may temporarily suspend or permanently terminate Services to Customer, without notice or liability, if Spectrotel deems such action necessary to protect itself or third parties from unlawful conduct or other harm.

Assignment. Spectrotel may assign the rights, privileges or obligations conveyed under this MSA with written notice to Customer as required by law. Customer may not assign the rights, privileges, or obligations conveyed under this MSA without first obtaining the written consent of Spectrotel, which consent will not be unreasonably withheld, provided, however, that the party to whom this MSA is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN AND IN THE APPLICABLE SPECTROTTEL TARIFF(S), THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. SPECTROTTEL ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPECTROTTEL SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES INCLUDING

SECURITY SERVICES WILL BE: (1) UNINTERRUPTED AND CONTINUOUS, (2) ERROR OR VIRUS FREE, OR (3) CONTINUOUSLY AVAILABLE. SPECTROTTEL ALSO DOES NOT WARRANT ANY SERVICE, EQUIPMENT, OR SOFTWARE PROVIDED BY A THIRD PARTY FOR WHICH SPECTROTTEL IS A RESELLER OR AGENT. By executing this MSA, each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and perform its obligations hereunder, that the execution and delivery of this MSA has been duly and validly authorized and approved by it, and that this MSA is valid and binding upon it in accordance with its terms.

No Agency. This MSA does not create any agency, joint venture, or partnership between Spectrotel and Customer, each of which are independent business entities. Neither Spectrotel nor Customer will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

Miscellaneous. This MSA (together with the Service Agreements), is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between Spectrotel and Customer. No prior agreements, understandings, statements, proposals, understandings or representations, either oral or written apply. The terms and conditions of this MSA shall not be amended, varied, supplemented, waived, modified, or interpreted by any prior or subsequent course of dealing between Spectrotel and the Customer, failure or delay to enforce any rights hereunder, or by any usage of trade or manner other than by a subsequent writing signed by authorized representatives of both parties. Neither party shall be bound by any pre-printed terms additional to or different from those in this MSA that may appear subsequently in the other party's form documents, purchase orders, quotations, acknowledgments, invoices, or other communications. This MSA can be modified only in writing by the parties. Headings used herein are included only for convenience and will not control or affect the meaning or construction of this MSA. If any provision of this MSA is held to be illegal or unenforceable, the MSA's unaffected provisions will remain in effect. If either party fails to enforce any right or remedy under this MSA, said party does not waive the right or remedy. The rights and remedies of the parties shall be cumulative and in addition to any other rights or remedies provided by law or equity. Governing Law. The rights and obligations of the parties under this MSA will be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflict of laws provisions that would result in the application of the laws of any other jurisdiction. The parties agree and acknowledge that any action or law suit in equity or judicial proceeding initiated by either party arising out of this MSA shall be instituted only in the courts of the State of New York or federal courts sitting therein. In the event of an ambiguity or question of intent or interpretation, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the extent to which any such party or its counsel participated in the drafting of any provision hereof. This MSA does not and is not intended to confer any rights or remedies upon any person other than Spectrotel and Customer and their successors and assigns.

This MSA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the day and year so indicated:

Agreed/ Accepted Customer: Borough of New Providence
Name:
Title:
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agreed/ Accepted: Spectrotel Holding Company, LLC
Name:
Title:
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spectrotel Operating Companies: Spectrotel, Inc.; Spectrotel of the SE, LLC; Spectrotel of New York, LLC; Spectrotel of Virginia, LLC; Spectrotel of New Jersey, LLC; Spectrotel of Pennsylvania, LLC; Spectrotel of Maryland, LLC; Spectrotel of New England, LLC; Spectrotel of Alabama, LLC; Razgate Financial LLC



## Borough of New Providence

Carrier	NETCARRIER	Rate	Cost
Service	360 ELKWOOD AVE		
Address	NEW PROVIDENCE, NJ 07974		
ACCT	53512		
1	PRI	\$474.00	\$474.00
4	DID NUMBERS	\$5.00	\$20.00
1	BUNDLED 4K MINUTES	\$0.00	\$0.00
1	EUCL	\$32.25	\$32.25
1	PORTABILITY	\$1.15	\$1.15
1	REGULATORY RECOVERY FEE	\$4.80	\$4.80
1	ACCESS RECOVERY FEE	\$9.75	\$9.75
	Monthly Total:		\$541.95
	<b>Usage Charges</b>		
2364	Local Rate Per Minute or Unit - Additional	\$0.00	\$0.00
1153.3	Regional Rate per Minute	\$0.00	\$0.00
104.9	Intrastate Rate per Minute	\$0.00	\$0.00
197.1	Interstate Rate per Minute	\$0.00	\$0.00
	Usage Total:		\$0.00
	<b>Site Total:</b>		<b>\$541.95</b>

Carrier	Spectrotel	Rate	Cost
Service	360 ELKWOOD AVE		
Address	NEW PROVIDENCE, NJ 07974		
BTN	5-3512		
1	PRI WITH 2,500 LOCAL MINUTES	\$299.00	\$299.00
1	BLOCK OF 20 DIDS	\$5.00	\$5.00
1	EUCL	\$50.00	\$50.00
1	ACCOUNT MAINTENANCE FEE	\$7.56	\$7.56
	Monthly Total:		\$361.56
	<b>Usage Charges</b>		
2364	Local Rate Per Minute or Unit - Additional	\$0.000	\$0.00
1153.3	Regional Rate per Minute	\$0.039	\$44.98
104.9	Intrastate Rate per Minute	\$0.039	\$4.09
197.1	Interstate Rate per Minute	\$0.029	\$5.72
	Usage Total:		\$54.79
	<b>Site Total:</b>		<b>\$416.35</b>

Carrier	NETCARRIER	Rate	Cost
Service	360 ELKWOOD AVE		
Address	NEW PROVIDENCE, NJ 07974		
ACCT	53513		
5	POTS	\$19.69	\$98.45
5	EUCL	\$6.45	\$32.25
5	PORTABILITY	\$0.23	\$1.15
5	REGULATORY RECOVERY FEE	\$0.96	\$4.80
5	ACCESS RECOVERY FEE	\$1.95	\$9.75
	Monthly Total:		\$146.40
	<b>Usage Charges</b>		
31	Local Rate Per Minute or Unit - Additional	\$0.020	\$0.62
6	Regional Rate per Minute	\$0.047	\$0.28
1.6	Interstate Rate per Minute	\$0.044	\$0.07
	Usage Total:		\$0.97
	<b>Site Total:</b>		<b>\$147.37</b>

Carrier	Spectrotel	Rate	Cost
Service	360 ELKWOOD AVE		
Address	NEW PROVIDENCE, NJ 07974		
BTN	5-3513		
5	POTS	\$9.18	\$45.90
5	EUCL	\$8.71	\$43.55
5	CCRS	\$3.50	\$17.50
5	RAF	\$3.43	\$17.15
5	LCF	\$0.35	\$1.75
	Monthly Total:		\$125.85
	<b>Usage Charges</b>		
31	Local Rate Per Minute or Unit - Additional	\$0.018	\$0.56
6	Regional Rate per Minute	\$0.039	\$0.23
1.6	Interstate Rate per Minute	\$0.029	\$0.05
	Usage Total:		\$0.84
	<b>Site Total:</b>		<b>\$126.69</b>

Carrier	NETCARRIER	Rate	Cost
Service	360 ELKWOOD AVE		
Address	NEW PROVIDENCE, NJ 07974		
ACCT	53514		
2	POTS	\$19.69	\$39.38
2	EUCL	\$6.45	\$12.90
2	PORTABILITY	\$0.23	\$0.46
2	REGULATORY RECOVERY FEE	\$0.96	\$1.92
2	ACCESS RECOVERY FEE	\$1.95	\$3.90
	Monthly Total:		\$58.56
	<b>Usage Charges</b>		
87	Local Rate Per Minute or Unit - Additional	\$0.020	\$1.74
14.3	Regional Rate per Minute	\$0.045	\$0.65
3.7	Interstate Rate per Minute	\$0.046	\$0.17
	Usage Total:		\$2.56
	<b>Site Total:</b>		<b>\$61.12</b>

Carrier	Spectrotel	Rate	Cost
Service	360 ELKWOOD AVE		
Address	NEW PROVIDENCE, NJ 07974		
BTN	5-3514		
2	POTS	\$9.18	\$18.36
2	EUCL	\$8.71	\$17.42
2	CCRS	\$3.50	\$7.00
2	RAF	\$3.43	\$6.86
2	LCF	\$0.35	\$0.70
	Monthly Total:		\$50.34
	<b>Usage Charges</b>		
87	Local Rate Per Minute or Unit - Additional	\$0.018	\$1.57
14.3	Regional Rate per Minute	\$0.039	\$0.56
3.7	Interstate Rate per Minute	\$0.029	\$0.11
	Usage Total:		\$2.23
	<b>Site Total:</b>		<b>\$52.57</b>

Carrier	NETCARRIER	Rate	Cost
Service	360 ELKWOOD AVE		
Address	NEW PROVIDENCE, NJ 07974		
ACCT	53515		
7	POTS	\$19.69	\$137.83
1	NON-PUBLISHED	\$3.70	\$3.70
7	EUCL	\$6.45	\$45.15
7	PORTABILITY	\$0.23	\$1.61

Carrier	Spectrotel	Rate	Cost
Service	360 ELKWOOD AVE		
Address	NEW PROVIDENCE, NJ 07974		
BTN	5-3515		
7	POTS	\$9.18	\$64.26
1	Directory Service - Nonpublished	\$3.70	\$3.70
7	EUCL	\$8.71	\$60.97
7	CCRS	\$3.50	\$24.50

7	REGULATORY RECOVERY FEE	\$0.96	\$6.72
7	ACCESS RECOVERY FEE	\$1.95	\$13.65
Monthly Total:			\$208.66
<b>Usage Charges</b>			
935	Local Rate Per Minute or Unit - Additional	\$0.020	\$18.70
107.6	Regional Rate per Minute	\$0.045	\$4.86
25.6	Intrastate Rate per Minute	\$0.045	\$1.16
10.7	Interstate Rate per Minute	\$0.045	\$0.48
Usage Total:			\$25.20
<b>Site Total:</b>			<b>\$233.86</b>

7	RAF	\$3.43	\$24.01
7	LCF	\$0.35	\$2.45
Monthly Total:			\$179.89
<b>Usage Charges</b>			
935	Local Rate Per Minute or Unit - Additional	\$0.018	\$16.83
107.6	Regional Rate per Minute	\$0.039	\$4.20
25.6	Intrastate Rate per Minute	\$0.039	\$1.00
10.7	Interstate Rate per Minute	\$0.029	\$0.31
Usage Total:			\$22.34
<b>Site Total:</b>			<b>\$202.23</b>

Carrier	NETCARRIER	Rate	Cost
Service Address	360 ELKWOOD AVE NEW PROVIDENCE, NJ 07974		
ACCT	61500		
1	POTS	\$19.69	\$19.69
1	NON-PUBLISHED	\$3.70	\$3.70
1	EUCL	\$6.45	\$6.45
1	PORTABILITY	\$0.23	\$0.23
1	REGULATORY RECOVERY FEE	\$0.96	\$0.96
1	ACCESS RECOVERY FEE	\$1.95	\$1.95
Monthly Total:			\$32.98
<b>Usage Charges</b>			
<b>Site Total:</b>			<b>\$32.98</b>

Carrier	Spectrotel	Rate	Cost
Service Address	360 ELKWOOD AVE NEW PROVIDENCE, NJ 07974		
BTN	6-1500		
1	POTS	\$9.18	\$9.18
1	Directory Service - Nonpublished	\$3.70	\$3.70
1	EUCL	\$8.71	\$8.71
1	CCRS	\$3.50	\$3.50
1	RAF	\$3.43	\$3.43
1	LCF	\$0.35	\$0.35
Monthly Total:			\$28.87
<b>Usage Charges</b>			
<b>Site Total:</b>			<b>\$28.87</b>

Carrier	NETCARRIER	Rate	Cost
Service Address	360 ELKWOOD AVE NEW PROVIDENCE, NJ 07974		
ACCT	53528		
15	POTS	\$19.69	\$295.35
4	NON-PUBLISHED	\$3.70	\$14.80
15	EUCL	\$6.45	\$96.75
15	PORTABILITY	\$0.23	\$3.45
15	REGULATORY RECOVERY FEE	\$0.96	\$14.40
15	ACCESS RECOVERY FEE	\$1.95	\$29.25
Monthly Total:			\$454.00
<b>Usage Charges</b>			
133	Local Rate Per Minute or Unit - Additional	\$0.020	\$2.66
250.6	Regional Rate per Minute	\$0.045	\$11.30
9.8	Intrastate Rate per Minute	\$0.045	\$0.44
7.9	Interstate Rate per Minute	\$0.046	\$0.36
Usage Total:			\$14.76
<b>Site Total:</b>			<b>\$468.76</b>

Carrier	Spectrotel	Rate	Cost
Service Address	360 ELKWOOD AVE NEW PROVIDENCE, NJ 07974		
BTN	5-3528		
15	POTS	\$9.18	\$137.70
4	Directory Service - Nonpublished	\$3.70	\$14.80
15	EUCL	\$8.71	\$130.65
15	CCRS	\$3.50	\$52.50
15	RAF	\$3.43	\$51.45
15	LCF	\$0.35	\$5.25
Monthly Total:			\$392.35
<b>Usage Charges</b>			
133	Local Rate Per Minute or Unit - Additional	\$0.018	\$2.39
250.6	Regional Rate per Minute	\$0.039	\$9.77
9.8	Intrastate Rate per Minute	\$0.039	\$0.38
7.9	Interstate Rate per Minute	\$0.029	\$0.23
Usage Total:			\$12.78
<b>Site Total:</b>			<b>\$405.13</b>

**Monthly Total \$1,486.04**

**Monthly Total \$1,231.83**

**Monthly Savings: \$254.21**  
**Annual Savings \$3,050.53**  
**Term Savings \$9,151.6**  
**17.10%**