

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into between the Virgin Islands Telephone Corporation (d/b/a Viya), a Virgin Islands corporation with principal offices located at 4611 Tutu Park, Suite 200, St. Thomas, VI 00802 (“Viya”) and D248 VI Housing Finance Authority (“Customer”) (collectively, “Parties,” and each singularly a “Party”) effective this 26th day of July 2022 (“Effective Date”).

Customer desires to purchase, and Viya desires to supply, certain communications services identified pursuant to this Agreement from time to time as described in this Agreement (“Services”) under the following terms and conditions.

THIS AGREEMENT GOVERNS CUSTOMER PURCHASES OF PRODUCTS AND/OR SERVICE(S) FROM VIYA THROUGH VIYA’S WEBSITE, API, PORTAL, OR BY CUSTOMER SUBMISSION OF A SERVICE ORDER FORM VIA FASCIMILE, EMAIL, MAIL, OR ANY OTHER WRITTEN OR ELECTRONIC MEANS.

1. TERM

The term of this Agreement will commence on the Effective Date and will continue in effect for a period of three (3) years (“Initial Term”). This Agreement will renew automatically on the same terms and conditions applicable during the Initial Term for consecutive term(s) (each a “Renewal Term”) of one (1) year until this Agreement is terminated pursuant to Section 11 below.

2. SERVICES; ORDERING; TESTING

2.1 Viya shall provide services to Customer, as those services are defined or identified on exhibits, schedules or other attachments appended to and made a part of this Agreement, as may be amended from time to time by the Parties in accordance with this Agreement (collectively, “Services”). The Services to be provided by Viya to Customer, the performance specifications of such Services (“Service Performance Specifications”), and the applicable Service rates and charges are set forth in the “SERVICE SCHEDULES” attached as Exhibit A and incorporated herein by reference (“Service Schedules”).

2.2 Services will be ordered consistent with the applicable Service Schedule (“Order”). Viya shall not be obligated to process an Order or provide any Services to Customer that are not requested and accepted in strict compliance with the procedures required in the applicable Service Schedule.

2.3 Customer shall have fourteen (14) business days after a Service has been installed to test the Service (“Test Period”). The Test Period shall commence on the date that Viya notifies Customer that the Service is ready to be tested, whether or not any associated Customer or third-party equipment, software or services are installed or ready for use that may be necessary for Customer to use or test the Service. If, prior to the conclusion of the Test Period, the Service fails to meet the applicable Service Performance Specifications, Customer may reject the Service by notifying Viya in writing that the Service does not conform to the applicable Service Performance Specifications and providing Viya with a copy of the test results (“Non-Conformance Notice”). Upon receipt of a Non-Conformance Notice, Viya shall use commercially reasonable efforts to remedy any deficiencies with the Service. Once any such deficiencies have been remedied or Viya determines that the Service conforms to the applicable Service Performance Specifications, Viya will provide written notice to Customer, which shall result in the commencement of a new Test Period.

2.4 Notwithstanding the above, Customer shall be deemed to have accepted the applicable Service as of the earlier of the day following the Test Period if no Non-Conformance Notice is delivered to Viya prior to that date or the date the Customer makes commercial use of the Service (“Acceptance Date”).

3. MAINTENANCE AND REPAIR

3.1 Viya will perform routine network maintenance (“Routine Network Maintenance”) for network improvements and preventative maintenance. Viya will use commercially reasonable efforts to provide at least two (2) days’ notice to Customer, which may be by email, of all Routine Network Maintenance that could affect Customer’s Service.

3.2 Viya will perform non-regularly scheduled maintenance that may be required to address a serious degradation or loss of Service to Customer or to protect Viya's network from immediate material harm ("Emergency Maintenance"). Viya will provide notice to Customer of Emergency Maintenance as soon as is commercially practicable.

3.3 When the Service is unavailable to Customer, or the Customer believes that the Service is failing to meet the Service Performance Specifications ("Service Failure"), Customer may contact Viya to open an investigation of the cause of the Service Failure consistent with the trouble reporting and escalation procedures attached as Exhibit B. If there is a Service Failure, Viya and Customer will cooperate to restore service. If any Service Failure is caused by a factor outside the control of Viya, Viya will cooperate with Customer to conduct testing and repair activities at Customer's cost.

3.4 In the event any Service Failure is the result of Customer's equipment or facilities or is due to Customer's acts or omissions, or if Viya's investigation results in a "No Trouble Found", Customer will pay Viya at its standard rates for the time and expense incurred by Viya in connection with investigating and resolving the issue.

4. BILLING AND PAYMENT

4.1 Customer shall pay Viya for the Services at the rates and charges set forth in the applicable Service Schedule (collectively "Rates"). Customer will be charged the Rates for the Services as of the Acceptance Date, and Viya will invoice Customer on or about the first (1st) business day after the close of each billing cycle ("Invoice").

4.2 Each invoice shall be paid by Customer in U.S. funds so that the payment is received by Viya no later than thirty (30) calendar days of the date on the Invoice (the "Due Date"). In the event any payment is not received by the Due Date, Viya may, at its sole discretion, (i) apply a late charge equal to 1-1/2% (or the maximum legal rate if less) on the unpaid balance per month ("Late Payment Charge"); (ii) require Customer to provide a security deposit or other form of security to guarantee the payment for the Services; and (iii) take any action in connection with any other right or remedy Viya has under this Agreement, at law or in equity. Any restrictive endorsements (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by Viya shall have no legal effect.

4.3 Viya may revise the Rates at any time upon ninety (90) days written notice to Customer. If the effective Rates for a Service are increased pursuant to this section, Customer may upon sixty (60) days written notice cancel the affected Service. If Customer does not timely provide notice of cancellation, or if Customer continues to utilize the Services after the effective date of the Rate increase, Customer shall pay the increased Rates for the affected Service.

4.4 Customer is solely responsible for all billing, collection and customer service activities for its end users. Customer acknowledges and affirms that Customer's financial obligations to Viya regarding Services provided must be satisfied in full, as herein after provided, whether or not Customer has billed or collected payment from its end users.

5. BILLING DISPUTES

5.1 If Customer in good faith disputes any portion of an Invoice, Customer shall submit to Viya, within ninety (90) days of the date of Invoice, full payment of the undisputed portion of the Invoice and written notice and documentation identifying and substantiating the disputed amount ("Dispute"). If Customer does not report a Dispute within ninety (90) days of the date of Invoice, Customer shall have waived its right to dispute that Invoice.

5.2 Viya will use reasonable efforts to resolve timely Disputes within (30) business days after its receipt of the Dispute notice. If a Dispute is not resolved within the thirty (30) business day period or if Viya's resolution is not acceptable to Customer, Customer may utilize the Conflict Resolution process specified in Section 19.

5.3 Any disputed amounts resolved in favor of Customer shall be credited to Customer on the next Invoice following resolution of the Dispute. Any disputed amounts determined to be payable to Viya shall be due within thirty (30) days of the resolution of the Dispute and shall be subject to a Late Payment Charge specified in Section 4.2(i) until paid.

6. TAXES AND ASSESSMENTS

6.1 The Rates do not include governmental taxes, assessments, surcharges, and other fees relating to the sale of the Services to Customer. Except for taxes based on Viya's net income, payroll or property (and/or unless expressly provided

otherwise in any applicable Service Order or rate quote), all applicable federal, state or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges or other similar taxes, license fees, miscellaneous fees, and surcharges, including, without limitation, costs allocable or allocated to Viya in connection with any system mandated by any federal, state or local authority if administered by an such federal, state or local authority or by any third party acting on behalf of any such federal, state or local authority, whether charged to or against Viya, (collectively, "Taxes") will be payable by Customer, including, without limitation, any cost recovery fee which will represent an accurate and non-inflated recovery of Viya's or any underlying provider's, miscellaneous tax, surcharge and fee payments to federal, state or local governmental authorities associated with the provision of Service(s) by Viya to Customer pursuant to this Agreement.

6.2 Customer may provide Viya with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Viya will not charge or collect the Taxes or surcharges covered by such certificate. Throughout the term of the Agreement, Customer will provide Viya with any forms, documents, or certifications, as may be required for Viya to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement. Customer is responsible for properly charging Taxes to its end users and for the proper and timely reporting and payment of such Taxes or surcharges to the taxing authorities. Customer agrees to defend, indemnify, and hold harmless Viya from Customer's non-payment or failure to report any and all Taxes or surcharges related to Services provided to Customer under this Agreement.

7. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY

7.1 Each Party represents and warrants to, and covenants with, the other Party that (a) it is duly incorporated, validly existing, and in good standing as a company under the laws of the jurisdiction of its formation; (b) it has full authority to execute and perform this Agreement; and (c) it is not under obligation, contractual or otherwise, to any other entity that might conflict, interfere or be inconsistent with any of the provisions of this Agreement.

7.2 VIYA IS NOT MAKING ANY WARRANTIES TO CUSTOMER RELATING TO THE SERVICES PROVIDED HEREUNDER OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY PARTICULAR WARRANTIES OF (i) MERCHANTABILITY, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) EFFORT TO ACHIEVE PURPOSE, (iv) COMPLETENESS, OR (v) QUALITY, ACCURACY, OR CURRENCY OF THIRD PARTY CONTENT, OR AS TO ANY MATTER, ALL OF WHICH WARRANTIES BY VIYA ARE HEREBY EXCLUDED AND DISCLAIMED. CUSTOMER AGREES THAT ANY EFFORT BY VIYA TO MODIFY THE SERVICES OR ANY EQUIPMENT SHALL NOT BE DEEMED A WAIVER OF ANY LIMITATIONS CONTAINED IN THIS SECTION AND THAT VIYA'S LIMITATION OF WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE.

7.3 Viya's liability arising out of the provision of Services, resulting from delays in the restoration of Services, or arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL VIYA, ITS OFFICERS, AGENTS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, ANY PERSON OR ENTITY ASSISTING VIYA OR ITS SUBSIDIARIES OR AFFILIATES BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY WITH RESPECT TO THE SUBJECT MATTER OF AND ITS OBLIGATIONS HEREUNDER UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, RELIANCE, INCIDENTAL, ACTUAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUES, LOST OPPORTUNITIES, LOST ROYALTIES, LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LOST SAVINGS OF ANY KIND, ARISING OUT OF OR RELATING TO THE SERVICES OR THE OBLIGATIONS OF VIYA HEREUNDER, WHETHER OR NOT EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNDER NO CIRCUMSTANCES WILL VIYA, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, CONTRACTORS, ANY PERSON OR ENTITY ASSISTING VIYA SUSIDIARIES OR AFFILIATES BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS VIYA HAS COLLECTED FROM CUSTOMER WITHIN THE SIX MONTHS IMMEDIATELY PRECEDING ANY CLAIM WITH RESPECT TO THE SERVICES DELIVERED HEREUNDER. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL ITS ESSENTIAL PURPOSE. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE

AND ITS END USERS' USE OF THE SERVICES, SOFTWARE, OR EQUIPMENT PROVIDED BY VIYA, IF ANY, VIYA HAS NO CONTROL OVER AND ACCEPTS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR SUCH USE, AND CUSTOMER AND CUSTOMER'S END USER USERS ACCESS THE SERVICE AT THEIR OWN RISK.

7.4 Interstate Service Representation. Customer hereby represents that more than ten percent (10%) of the transmissions carried over the facilities used by Viya to provide the Service shall be interstate communications or foreign communications as those terms are defined in 47 U.S.C. § 153(28) and 153(21), respectively. If at any time after the Effective Date, Customer determines that less than ten percent (10%) of such transmissions constitute interstate communications or foreign communications, Customer promptly shall provide notice to Viya. At any time after such notice is provided by Customer, Viya shall provision the Service to Customer under any applicable United States Virgin Island Public Service Commission tariff to the extent required to do so by applicable law.

8. INDEMNIFICATION

8.1 Each Party ("Indemnifying Party") will defend, indemnify and hold harmless the other Party, its affiliates and their respective directors, officers, employees, successors, assigns and agents (each, an "Indemnified Party") from and against any and all claims, losses, liabilities, damages, settlements, costs and expenses (including, without limitation, reasonable attorneys' fees) and any other liability to the extent arising out of or relating to any claim, action or proceeding brought by any third party based upon: (a) any breach by the Indemnifying Party of any warranties or representations made in the Agreement; (b) the Indemnifying Party's negligence or willful misconduct in the performance under this Agreement that results in any bodily injury (including illness or death) or property damage; and (c) any breach by the Indemnifying Party of its confidentiality obligations under this Agreement.

8.2 For each claim or action for which the Indemnified Party seeks indemnification pursuant to this Section, the Indemnified Party shall provide the Indemnifying Party prompt written notice of such claim or action.

8.3 The Indemnifying Party will use counsel reasonably satisfactory to the Indemnified Party to defend each indemnified claim, and the Indemnified Party will cooperate (at the Indemnifying Party's expense) with the Indemnifying Party in the defense. Neither Party will consent to the entry of any judgment or enter into any settlement without the other Party's prior written consent, which consent will not be unreasonably withheld.

8.4 Each Party's obligation to defend under this Agreement is independent of its obligation to indemnify under this Section. Each Party's obligations under this Section are independent of any other obligation of such Party under this Agreement.

9. CONFIDENTIAL INFORMATION

9.1 As used in this Agreement, "Confidential Information" shall mean all nonpublic information disclosed by either Party ("Disclosing Party") to the other Party (the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information does not include any information that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party; (c) is received from a third party without a duty of confidentiality; or (d) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information provided by the Disclosing Party.

9.2 Except as expressly provided for in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Additionally, the Receiving Party will restrict the possession, knowledge and use of Confidential Information to its employees and contractors who have a need to know Confidential Information in exercising its rights or performing its obligations under this Agreement.

9.3 The Receiving Party may disclose Confidential Information as required by law; provided, however, that the Receiving Party shall (a) when permitted by law, give the Disclosing Party prompt written notice of a disclosure requirement to allow the Disclosing Party to seek a protective order or other appropriate remedy, (b) take reasonable actions and provide reasonable assistance to the Disclosing Party to secure confidential treatment of the Confidential Information at the cost of the Disclosing Party, and (c) disclose only such Confidential Information as is required by law.

10. FORCE MAJEURE

10.1 Neither Party shall be held in default under, or in noncompliance with, the provisions of this Agreement (except for an obligation to pay fees) where such default or noncompliance was caused by a "Force Majeure Event." A Force Majeure Event means an event or circumstance beyond the reasonable control of a Party that could not have been avoided or corrected through such Party's exercise of reasonable diligence, including, but not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war and other military conflicts, insurrection, riots, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality, fire, flood, or other acts of God.

10.2 If a Party is prevented from fulfilling its contractual obligations due to a Force Majeure Event ("Affected Party"), the Affected Party must promptly notify the other Party in writing of the Force Majeure Event, giving details of the Force Majeure Event circumstances, its anticipated effect upon the Affected Party's performance under this Agreement and the steps that the Affected Party is taking to remedy the delay. Upon providing such notice, the obligations of the Affected Party will be suspended to the extent caused by the Force Majeure Event so long as the Force Majeure Event continues, provided that the Affected Party undertakes all necessary and reasonable actions within its control in order to limit the extent of the consequences caused by the Force Majeure Event.

11. TERMINATION

11.1 Either Party may terminate this Agreement as of the end of the Term by providing written notice to the other Party not less than ninety (90) calendar days prior to the end of the Initial Term or Renewal Term.

11.2 In addition to any other rights that Viya has or may have pursuant to this Agreement, if Viya determines, in its reasonable discretion based upon evidence that Viya will share with Customer upon Customer's request (unless otherwise prohibited by applicable law), that Customer's use of any Service(s) (or the specific method or technology utilized by Customer and/or Customer's customers and/or End Users) materially and adversely interferes with or otherwise places in jeopardy Viya's network, other customers, partners, and/or the overall business(es) of Viya or any of Viya's other customers or partners, Viya may suspend or terminate this Agreement, and/or any or all of the Service(s) immediately upon as much prior notification to Customer as is practicable under the circumstances, if any. Notwithstanding the foregoing, Viya and Customer will cooperate to isolate and terminate Service(s) with respect to any End User prior to suspension or termination of all Service(s) to Customer, if applicable and if reasonably practicable under the circumstances.

11.3 Without affecting any amounts due Viya, Viya may terminate this Agreement or an Order for Customer's failure to pay when required any Invoice not properly and timely disputed under this Agreement, or to maintain any other assurance of payment that may be required hereunder, within thirty (30) business days following Customer's receipt of written notice from Viya.

11.4 Without affecting any amounts due Viya, either party may immediately terminate this Agreement or an Order upon the other Party's insolvency, dissolution or cessation of business operations.

11.5 In the event of a breach of any material term or condition of this Agreement by a Party (other than a failure to pay which is covered under Section 11.3), the other Party may terminate this Agreement or an Order upon thirty (30) days written notice, unless the breaching Party cures the breach during the thirty (30) day period. Upon any breach by Customer not cured within this thirty (30) day period, Viya may, at its sole option, do any or all of the following: (a) cease accepting or processing Orders for Service(s) and suspend Service(s); (b) cease providing any information or reports being supplied for use by Customer; (c) immediately terminate this Agreement and Service(s) without liability to Viya; (d) collect an Early Termination Fee from Customer; and (e) pursue such other legal or equitable remedies or relief as may be appropriate.

11.6. If at any time during the Initial Term or the Renewal Term Customer terminates the Service, other than pursuant to Section 11.4 or Section 11.5, Customer shall be liable for an Early Termination Fee equal to the sum of: (a) all unpaid Rates for the Service(s) actually provided prior to such termination; and (b) seventy five percent (75%) of the monthly recurring charges for each month remaining in the Initial Term or the Renewal Term.

12. LIMITATION OF ACTION; UNLAWFUL USE OF SERVICES; COMPLIANCE WITH POLICIES

12.1 Customer shall be barred from all legal and equitable remedies, including without limitation, injunctive relief, that would require Viya to continue providing Services to Customer while any delinquent amounts not properly the subject of a Dispute remain unpaid.

12.2 Viya is not responsible for, and Customer shall defend and indemnify Viya against, any and all fraudulent or otherwise unlawful use of the Services by Customer or its end users. Any claims of fraud or other unlawful use shall not constitute valid justification for dispute of an Invoice. Customer is solely responsible for all usage of the Services, allegedly fraudulent or otherwise, and for all additional charges as may be associated with such usage.

12.3 All use of Service(s) must comply with Viya's Acceptable Use Policy ("AUP") and Terms of Service, each posted by Viya from time to time at www.viyavi.com. The applicable Terms of Service, as well as the AUP, is incorporated herein by reference and subject to change upon posting by Viya; provided, however, Viya will notify Customer of any material change to any applicable Terms of Service and/or the AUP at least thirty (30) days prior to the effective date of any such change. Viya reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong, including, without limitation, due to or arising because of any violation of the AUP.

13. INDEPENDENT CONTRACTORS

The Parties acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing in this Agreement is to be construed to constitute the Parties as employer/employee, partners, franchisor/franchisee, or otherwise as participants in a joint or common undertaking. Neither Party, nor their respective employees, agents or representatives, has any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

14. WAIVERS

Failure of either Party to enforce or insist upon compliance with one or more of the provisions of this Agreement, or waive compliance with any provision of this Agreement in any instance, shall not be construed as a general or continuing waiver or relinquishment of any provision or right of this Agreement.

15. ASSIGNMENT

Neither Party may assign or transfer this Agreement without the other Party's written consent, which consent shall not be unreasonably withheld, except that Viya may, without notice, assign its duties or obligations under this Agreement to its parent, successor in interest, an affiliate, or a subsidiary ("Viya related party") without the other Party's consent. Any assignment or transfer without the required consent as provided herein is void.

16. INTEGRATION

This Agreement and all Exhibits, Schedules, and other attachments hereto, represent the entire agreement between the Parties with respect to the subject matter hereof and supersede and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities, and inducements to the making of this Agreement relied upon by either Party, whether written or oral.

17. CONSTRUCTION

The language used in this Agreement is deemed the language chosen by the Parties to express their mutual intent. No rule of strict construction shall be applied against either Party.

18. AMENDMENT

Except as may be expressly provided otherwise herein, this Agreement may not be amended or modified, in whole or in part, except by the Parties in writing.

19. GOVERNING LAW; CONFLICT RESOLUTION

19.1 This Agreement shall, in all respects, be governed by and enforced in accordance with the laws of the United States Virgin Islands, without regard to its choice of law provisions.

19.2 The provisions of this Section shall be the sole and exclusive method and procedure to resolve any Conflicts. "Conflicts" shall include, without limitation, all disputes about billing, questions of interpretation, all claims for damages, adjustments, credits and/or set offs, all questions or issues regarding the validity and enforceability of the Agreement, all questions regarding whether any particular act, omission, matter or event constitutes, or would constitute if remaining uncured following the expiration of any applicable cure period hereunder, a default and any and every other controversy arising between the parties related to this Agreement. No party may file a lawsuit for interpretation or enforcement of its rights under the Agreement except as may be authorized under the provisions of this Section.

19.3 The Parties shall attempt in good faith to resolve any Conflict by negotiations between individual representatives who have authority to settle that Conflict. Any Party may give the other Party written notice of any Conflict together with a request that the Parties meet and confer ("Notice of Conflict"). Within ten (10) days after delivery of the Notice of Conflict, individual representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Conflict. If a negotiating representative intends to be accompanied by an attorney, the other negotiating representative shall be given at least two (2) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the applicable state Rules of Evidence. If the matter has not been resolved within thirty (30) days after delivery of the Notice of Conflict, or if the Parties fail to meet within ten (10) days after delivery of the Notice of Conflict, the Parties agree to submit any case and controversy arising out of this Agreement to the jurisdiction of the courts of the United States Virgin Islands.

19.4 This Agreement is governed by and will be construed according to the laws of the United States Virgin Islands without regard to conflict of law principles, all rights and remedies being governed by said laws.

19.5 All deadlines specified in this section may be extended by mutual agreement in writing.

20. NOTICES

All notices, including, but not limited to, demands, requests and other communications required or permitted hereunder (not including Invoices) shall be in writing, shall be executed by the Party sending such Notice, and shall be deemed to be delivered when actually received, whether upon personal delivery or delivery by common carrier. All notices given by mail or other means of delivery shall be sent by first class mail, duly addressed and with proper postage, to the following address, or such other address as each of the Parties hereto may notify the other:

If to Viya: Viya
Attention: Head of Sales & Marketing 4611 Tutu Park, Suite 200
St. Thomas, USVI 00802

With Copy to: Viya
Attention: Legal Affairs
4611 Tutu Park, Suite 200 St. Thomas USVI 00802

If to Customer:
D248 VI Housing Finance Authority
3202 Demerara Plaza Suite 3
St. Thomas, VI 00802

21. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

22. SURVIVAL OF PROVISIONS

The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties shall survive the completion of performance and termination of this Agreement, including, without limitation, indemnification requirements and the making of any and all payments hereunder.

23. SEVERABILITY

The illegality or unenforceability of any provision of this Agreement does not affect the legality of enforceability of any other provision or portion. If any provision or portion of this Agreement is deemed illegal or unenforceable for any reason, there shall be deemed to be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified.

IN WITNESS WHEREOF, EACH Party has executed this Agreement on the date set forth below.

Virgin Islands Telephone Corporation d/b/a Viya

By:  _____

Name: Carl Momplaisir

Title: Senior Sales Director

Date: 08/12/2022

D248 VI Housing Finance Authority

By:  _____

Name: Dayna Clendinen

Title: Interim Executive Director

Date: 8/11/2022

SERVICE SCHEDULE A – VIHFA
NETWORK-AS-A-SERVICE

I. SERVICE DESCRIPTION

Network-as-a-Service provides VI Housing Finance Authority with the development of a well-suited network architecture using equipment from the leading cyber security vendor, Fortinet. The expertly guided design will incorporate high-value features such as:

- SD-WAN
- Remote Worker Access
- Web Content Filtering
- Intrusion Prevention
- Antivirus and Malware Protection
- Application Monitoring and Control
- Proactive monitoring of system events
- Proactive license renewal
- Reporting on CPU and Memory of Managed Device
- Remote Management of Wi-Fi and Switch controllers
- Load Balancing capability and VPN features availability
- Management of change requests as part of the Network as a Service including:
 - bandwidth utilization, retention logs, or network performance.
 - Firewall or Networking Policy changes
 - Monthly Scheduled Reporting and Analytics
 - Network device monitoring.
 - Six-month Security Log Retention (Secure SD-WAN bundles only)
 - Fully managed and monitored high-end equipment all included in a fixed monthly cost.
 - Maintain in-country stocks for hardware repair and replacement
 - Quarterly patch updates and management
 - Quarterly Reviews of Firewall Policy when required

Reporting & Monitoring includes:

- Proactive monitoring and alert generation from all managed Network devices
- Proactive alerting to the customer in the event of any impactful outage.
- Remote management of on-premises devices to push policy changes and configurations.
- Level 1 Helpdesk response and support
- Firewall Management
- Set up of Basic IP addressing and VLANs
- Set up of Basic Firewall Policies (e.g. Port Blocking)
- On-going management of SD WAN Application / user priority

Managed Switch Set up and Configuration:

- Setup of VLAN's
- Setup of IP addressing
- Configuration changes as part your managed NaaS Services

Managed Access Point Set up and Configuration:

- Setup of VLAN's
- Setup of IP addressing
- Setup of at least two SSID (Employee and Guest)
- Setup of basic Splash page or connect to VIHFA's unique splash page
- Set up of basic security (WPA2)
- Configuration changes as part your managed NaaS Services

II. RATES

The following rates apply to the Service:

Monthly Recurring Charge \$10,500.00

Location	Device/Service	Description	Quantity
French Town 3202 Demarara Plaza, Suite 200	Managed Firewall	Fortigate 101F	4
	Managed Switch	FortiSwitch 448E	4
	Managed Switch	FortiSwitch 124E	1
	Managed AP	FortiAP 231F	4
	Internet	200Mbps DIA	1
	Voice	SIP Trunks	20
ICMC 1110 Beltjen Rd, Suite 200	Managed Firewall	Fortigate 101F	2
	Managed Switch	FortiSwitch 448E	2
	Managed AP	FortiAP 231F	3
	Internet	100Mbps DIA	1
Lagoon Complex 100 Lagoon Complex, Suite 4	Managed Firewall	Fortigate 101F	2
	Managed Switch	FortiSwitch 448E	2
	Managed AP	FortiAP 231F	2
	Internet	100Mbps DIA	1
	Voice	SIP Trunks	10
King Street 2B King Street	Managed Switch	FortiSwitch 448E	1
	Managed AP	FortiAP 231F	2

III. TOTAL REVENUE COMMITMENT

Customer agrees to pay the Total Revenue Commitment, which will be calculated by multiplying the Monthly Recurring Charge times the number of months in the Order Initial Term (as defined in the Master Services Agreement between customer and Viya), effective July 26, 2022. Customer will be liable for paying the Total Revenue Commitment unless Customer terminates the Service pursuant to either Section 12.2 or Section 12.3 of the General Terms.

IV. SERVICE LEVEL AGREEMENTS

A. OVERVIEW

The following Service Level Agreements (“SLAs”) will apply to the Service:

- Installation
- Outage Notification
- Network Latency
- Packet Delivery

If Viya fails to meet an SLA, it will provide Customer with a Service Credit, consistent with the terms set forth below.

B. INSTALLATION SLA

Viya will install the Service within **30** days after the Validation Date (“Installation Interval”). For an Order for multiple Services, the Service with the longest installation time will govern the Installation Interval for the entire Order (*e.g.*, if one port is Off-Net and another port requires an Ethernet Loop, the longer Installation Interval corresponding to the Ethernet Loop applies to both orders).

If Viya fails to meet the Installation Interval, Customer will receive, at Customer’s request, one (1) month Service Credit. Customer may obtain no more than one (1) month Service Credit for any given month.

The Installation SLA is subject to the following conditions:

1. Customer or its representative must cooperate with Viya during the installation process, which includes accurate completion of an Order containing detailed demarcation information and other onsite contact listings. Changes to an Order made by or on behalf of Customer or the occurrence of events outside the reasonable control of Viya, such as a Force Majeure Event, may result in delays in the Installation Interval for which Viya is not responsible.
2. Customer or its representative must be physically present at the time of installation and must provide Viya with access to the designated building’s communication closet(s) on the date(s) agreed to by Viya. Customer also must make provide such building access to other personnel as may be reasonably necessary for Viya to perform the required installation work.
3. Customer must provide a path for any cable placement that is required to provide the Service. If this path is not available as of the Validation Date, the Installation Interval will commence on the date Customer provides the cable placement path.
4. The Installation SLA applies to the original Order submitted by Customer for Service. If Customer requests a change to an Order after it has been submitted, the Installation Interval shall, at Viya’s sole discretion, begin again upon Viya’s acceptance of the change to the Order.
5. The Installation SLA does not apply to Service requiring Special Construction.
6. Customer will not receive a Service Credit for any failure by Viya to meet the Installation Interval for Service for which Viya waived or reduced the non-recurring charges.

C. OUTAGE NOTIFICATION SLA

Viya’s network is designed for 100% availability. However, in the event of any Network Unavailability affecting the Service, Viya will notify Customer of the Network Unavailability by contacting Customer’s designated point of contact by a method elected by Viya (email or SMS message).

If Viya fails to meet this Outage Notification SLA, Customer will receive, at Customer’s request, one (1) day Service Credit for the Service with respect to which this SLA has not been met. Customer may obtain no more than one day Service Credit

per day, regardless of how often in that day Viya failed to meet the Customer Notification SLA. Customer may obtain no more than one (1) month Service Credit for any given month.

D. NETWORK LATENCY SLA

In utilizing the Service, Customer will experience an average Network Latency for packets carried over Viya's Network between Backbone Hubs no greater than 30 milliseconds.

After being notified by Customer in writing of Network Latency in excess of 30 milliseconds, Viya will use commercially reasonable efforts to determine the source of such excess average Network Latency and to remedy such problem to the extent the source of the problem is on the Viya Network.

If Viya fails to remedy such average Network Latency within four (4) hours of being notified of the situation, Customer will receive, at Customer's request, a Service Credit for the period from the time of notification by the Customer until the average Network Latency is less than or equal to 30 milliseconds. Customer may obtain no more than one (1) month Service Credit for any given month.

E. PACKET DELIVERY SLA

In utilizing the Service, Customer will experience an average Packet Loss no greater than 0.001% (or successful delivery of 99.999% of packets).

After being notified by Customer in writing of Packet Loss in excess of 0.001%, Viya will use commercially reasonable efforts to determine the source of such excess Packet Loss and to remedy such problem to the extent the source of the problem is on the Viya Network.

If Viya fails to remedy such excess Packet Loss within four (4) hours of being notified of the situation, Customer will receive, at Customer's request, a Service Credit for the period from the time of notification by the Customer until the average Packet Loss is less than or equal to 0.001%. Customer may obtain no more than one (1) month Service Credit for any given month.

F. DEFINITIONS

Backbone Hub means a major network facility owned, operated, or controlled by Viya which is directly connected to the Viya fiber backbone network and which contains at least one core router. In larger metropolitan markets containing more than one such facility, one facility in that market will be designated as a Backbone Hub for the purpose of calculating Network Latency and Packet Loss.

Off-Net means buildings that are directly connected to the Viya Network using other carriers' facilities and services to provide the last mile portion of the link from the Service Location to the Viya Network.

On-Net means buildings that are directly connected to the Viya Network and, as such, do not require Viya to lease a third-party local loop in order to provide connectivity.

Viya Network means the telecommunications or data network and network components owned, operated or controlled by Viya, including Viya's fiber backbone, any equipment connected to such fiber, and the software, data and know-how used by Viya to provision Service. Where Viya provides Service to a building through its own facilities, the Viya Network includes those facilities.

Monthly Recurring Charge means the fixed, recurring charge invoiced by Viya to Customer on a monthly basis for the Service, exclusive of any variable charges based upon Customer usage.

Network Latency (or Round trip time) is defined as the average time taken for an IP packet to make a round trip between Backbone Hubs on the Viya Network. Viya monitors aggregate latency within the Viya Network by monitoring round-trip times between samples of Backbone Hubs on an ongoing basis. The average Network Latency is calculated on a rolling 30-day basis.