



Switched T1 Renewal Agreement

This Renewal Agreement made this **11th day of July 2018** ("Effective Date"), between Virgin Islands Telephone Corporation d.b.a. Viya (hereinafter referred to as "**Viya**" or "**Company**") with its principal place of business located at **4611 Tutu Park Ste. 200, St. Thomas, U.S. Virgin Islands** and **Little St. James, LLC.** (hereinafter after referred to as "**Customer**"), whose principal place of business is located at **A, B, & C Little St James Island, 6B Red Hook Quarter, St. Thomas, U.S. Virgin Islands.**

The Term of this Renewal Agreement shall be for **two (2)** year(s) commencing on the Effective Date.

WHEREAS: Customer is desirous of obtaining services from the Company and Company is desirous of providing services to Customer, the parties agree to the following:

General Terms and Conditions:

The lease commencement date shall be the date that Viya delivers and terminates the T1 circuit to the designated demarcation room of the building and a "loop back" or a "point to point" test is performed on the line by Viya to verify that it is an active line and that they can send and receive signal from end to end. Viya shall inform Customer within twenty-four (24) hours of this installation that this test has been successfully executed; billing will commence thereafter. Customers who subscribe to T1 service are given the highest level of priority on service restoration. Service interruptions must be reported to the Repair Center (912 or 778-1742) during normal business hours and to the Network Department outside of normal business hours. Those numbers are 340-776-1210 on St. Thomas and 340-778-1210 on St. Croix.

Definitions: "Effective Date" shall mean the date upon which this Renewal Agreement is executed by both parties. "Eligible Voice Charges" shall include only the following type of Customer's total monthly Viya charges (based on the Tariff for usage of: (i) interstate, intrastate, intraLATA or international outbound voice service; (ii) interstate, intrastate, intraLATA or international 8XX inbound voice service; (iii) Viya calling card service, and (iv) Viya broadcast fax service, but shall not include Excluded Charges. "Eligible Data Charges" shall include only the following types of Customer's total monthly Viya charges (based on the Tariff rates for usage of: (i) domestic private line inter-exchange carrier service; (ii) domestic Viya frame relay ports and permanent virtual circuits ("PVC"); (iii) domestic Viya ATM ports, PVCs and switched virtual circuits ("SVC");

Tariffs, terms, and conditions and considerations: Customer shall pay Viya for its use of the Services at the rates and charges specified in the Attachment(s), without deduction, setoff or delay for any reason, including circumstances arising under any other Attachment. All of the rates, terms, and conditions contained in the Attachment(s) are incorporated herein by reference. Any monthly revenue commitment, term length, and termination liability are critical terms to the rates agreed to in the Renewal Agreement. If the monthly revenue commitment, term length, or termination liability are found by a court to be unenforceable for any reason, an adjustment to the price in accordance with prevailing rates for similar services would be warranted. Any rates set forth in the Attachment(s) are exclusive of any applicable taxes or government fees based on Customer's usage. Customer shall pay all taxes and other similar charges and any related interest and penalties relating to the use of the Services. Payment is due within fifteen (15) days after the date of invoice. Customer shall reimburse Viya for all costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments. At Viya's option, interest charges may be added to any past due amounts at the lower of 1.5% per month or the maximum rate allowed by law.

A 'good faith' deposit equal to 50 percent of all tariffed nonrecurring charges is required to initiate service. The telephone company will apply the deposit to the first month's bill after service has commenced.

Your 'good faith' deposit of **\$990.00**, has been waived.

A customer may cancel an order for installation of local private line service on any date prior to the service date provided by the business office. Cancellation date is the date the telephone company receives written or verbal notice from the customer that the order is to be cancelled. Verbal notice must be followed up by a written confirmation within ten days.

Marks: Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin (collectively "Marks") except for truthful information about the services rendered pursuant to this Renewal Agreement.

Responsibility of Parties: Company shall provide Services to Customer in accordance with the terms and conditions, and at the



charges specified in this Renewal Agreement, consistent with all applicable laws and regulations. Customer shall assure that its and Users' use of the Services will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Customer represents and warrants to Viya that (i) it will not use the Services in any manner in violation of any federal, state or local law, regulation, rule or ordinance ("Applicable Law"); (ii) any text, data, images, photographs, illustrations, graphics, sounds, video, programs, code, information and other materials ("Data") used in connection with or transmitted by the use of the Services will not violate or infringe the rights of others including, but not limited to, any copyright, trade mark, trade dress, patent, trade secret, privacy, publicity or other personal or proprietary right; (iii) the Data will not include indecent or obscene materials or in any way constitute a defamation or libel of Viya or any third party; (iv) it will fully comply with all relevant export and encryption laws and regulations ("Export Laws") to assure that neither the Services nor any direct products thereof are used in a manner directly or indirectly in violation of Export Laws or intended to be used for any purposes prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation and (v) it will use the Services solely for its or its affiliates and employees use and shall not resell all or a portion of the Services to any third party without Viya's prior written consent.

Limitations of Liability: COMPANY'S LIABILITY FOR ANY DAMAGES CAUSED IN CONNECTION WITH THE PROVISION OF ANY SERVICE PROVIDED UNDER THIS RENEWAL AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF MONEY CUSTOMER HAS PAID UNDER THIS RENEWAL AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY PROVIDED IN THIS RENEWAL AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

Force Majeure: Neither Company nor Customer shall be liable for any delay, failure in performance, loss or damage due to: fire, explosion, power blackout, earthquake, flood, wind storms, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control, whether or not similar to the foregoing, except that Customer's obligation to pay for charges incurred for Services received by Customer shall not be excused.

Termination: If a party fails to perform or observe any material term or condition of this Renewal Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, (i) the other party may terminate for cause the services provided in any Attachment affected by the breach, or (ii) where the failure is a non-payment by Customer of any charge when due, Company may, at its option, terminate the services provided in any Attachment(s), suspend Service under affected Attachment(s), require a deposit under any or all Attachments as a condition of continuing to provide Services and/or terminate this entire Renewal Agreement. Services provided under this Renewal Agreement may be terminated immediately upon written notice if the other party, becomes insolvent or involved in a liquidation or termination of its business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty (30) days of filing), becomes adjudicated bankrupt, or makes an assignment for the benefit of its creditors. If service is terminated prior to the expiration of the initial 24-month period of this Renewal Agreement, termination liability charges are applicable for the remaining portion of the 24-month period, whether the service is used or not. The termination liability is calculated by subtracting payments made from the sum of 24 months recurring charges plus the installation charge.

When Customer cancels an order for installation of service, a Cancellation Charge will apply as follows:

- (1) If the cancellation occurs within 30 days after the date this Renewal Agreement is signed, Customer shall pay 50% of the good faith deposit.
- (2) If the cancellation occurs more than 30 days after the date this Renewal Agreement is signed, Customer shall pay 100% of the good faith deposit.

Notice: Any notice required under this Renewal Agreement shall be provided in writing by first class mail, return receipt requested, by overnight delivery requiring a signature to the following addresses, or by facsimile, with telephonic confirmation: If to Company: Viya, Attention: VP of Sales, 4611 Tutu Park, Suite 200, St. Thomas, USVI 00802 or fax to (340) 774-2555. If to Customer:

**Little St. James LLC
6100 Red Hook Quarters
B4
St. Thomas, VI 00802**

Miscellaneous:

- (a) Any supplement, modification or waiver of any provision of this Renewal Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Renewal Agreement shall not

