



Master Service Agreement

This Master Service Agreement ("Agreement") is entered into on the date of the last signature below ("Effective Date") by and between NITEL INC. ("NITEL") and Select Medical Corporation, a Delaware Corporation, having an address of 4714 Gettysburg Road, Mechanicsburg, PA 17055, for the benefit of itself and its subsidiaries, affiliates, joint ventures, partnerships, managed and contracted entities (hereinafter referred to collectively as the "Customer"). This Agreement sets forth the general terms and conditions applicable to Customer's purchase of communications services ("Service(s)") from NITEL. This Agreement consists of the general terms and conditions stated herein; the NITEL Service Guide located at <http://serviceguide.nitelusa.com> ("Service Guide"); the Service Level Agreements located at <http://www.nitelusa.com/sla.htm> (collectively referred to as the "SLA"); and the NITEL Acceptable Use Policy located at <http://www.nitelusa.com/aup.htm> ("AUP"). NITEL reserves the right to modify the Service Guide, the SLA, and the AUP at any time. In such an event, NITEL will provide a thirty (30) day email notice of any changes to Customer's email address on record. If there is a conflict, the order of priority shall be the Service Order, the General Terms and Conditions, the Service Guide, and then the SLA.

GENERAL TERM AND CONDITIONS

1. Service Orders & Term. Customer must submit requests for Service in a manner and on a form designated by NITEL ("Service Order"). Each Service Order will state the term for which Service is requested (the "Initial Service Term") and the pricing for the Service. Upon expiration of the Initial Service Term, the Service will renew for a period equal to the Initial Service Term ("Renewal Term") unless terminated by Customer or NITEL. In order to terminate the Service, prior to renewal, Customer must provide Nitel with written notice forty-five (45) days prior to the Initial Service Term (or any subsequent Renewal Term). The Initial Service Term and any Renewal Term are collectively referred to herein as "Term." If Customer wishes to terminate (disconnect) a Service for any reason, Customer is required to follow the disconnection process set forth in the Service Guide. After the Initial Service Term, NITEL may modify the rate for a Service upon thirty (30) days prior written notice to Customer.

2. Service Installation and Acceptance.

a. Nitel will issue Firm Order Commitment (the "FOC") date for a Service to the Customer. Customer acknowledges that FOC dates can change from time to time for various reasons. If Nitel changes the FOC date, NITEL will provide Customer with the updated FOC date. NITEL's inability or failure to deliver any ordered Service by the FOC Date will not be a default under the Agreement, and NITEL will not be liable to Customer as a result of NITEL's inability or failure to deliver the Service. If Nitel fails to deliver the Service within thirty (30) days after the FOC, Customer may terminate the affected Service without liability.

b. NITEL will attempt to provide Service by the requested installation date, but will not be liable for any delays in Service delivery. The "Start of Service Date" refers to the date that the Service is available for use by Customer, subject to the following Service acceptance process. After NITEL notifies Customer that a Service is available, Customer may test the Service to determine if the Service is operating in accordance with the technical specifications set forth in the applicable SLA. If Customer provides NITEL with written notice that a Service is in material non-compliance with the applicable SLA within two (2) business days after NITEL notifies Customer that the Service is available, then NITEL will promptly take such reasonable action as is necessary to correct any such non-compliance in the Service and shall, upon correction, notify Customer of a new Start of Service Date. Any non-compliance notice must contain information describing the nature of the material non-compliance with the technical specifications for the Service(s) in question. If Customer does not deliver such a non-compliance notice within the two (2) business day period, Customer shall be deemed to have accepted the Service, and billing will commence on the original Start of Service Date.

3. Service Cancellation. If a Service is cancelled prior to the Start of Service Date, Customer will pay to NITEL a charge equal to any charges incurred by NITEL from the underlying service providers, in addition to any cancellation charges listed in the Service Guide.

4. Service Disconnection. In order to disconnect a Service, Customer must complete the NITEL Customer Disconnect Request Form located at www.nitelusa.com/disconnects. Such termination is effective forty-five (45) days after NITEL's receipt of the notice, unless otherwise agreed upon by Nitel and Customer.

5. Credit Review & Deposits. Provision of Services is subject to NITEL's credit approval of Customer. Based on the credit check, NITEL may, in its sole discretion, require that Customer provide a deposit as a condition of purchasing Services. Additionally, during the Term, if Customer fails to make timely payment for Services, NITEL may require adequate assurance of future payment (e.g., a deposit or other acceptable form of security) as a condition of continuing NITEL's Services. Customer's failure to provide adequate assurances required by NITEL is a material breach of the Agreement.

6. Invoices and Disputes. Customer must pay all applicable Monthly Recurring Charges (MRCs) and Non-recurring Charges (NRCs) set forth in the applicable Service Order or pricing attachment. Invoices are delivered monthly and payment is due 30 days after the invoice date (the "Due Date"). Fixed charges are billed in advance and usage-based charges are billed in arrears. Billing for partial months is prorated. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law, whichever is less ("Late Fee"). Customer is responsible for all Service charges, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount by the Due Date and submit written notice of the disputed amount (detailing the nature of the dispute, the Services and invoice(s) disputed). Customer must submit disputes in writing within sixty (60) days of the date of the invoice or the right to dispute is waived. If a dispute is resolved against Customer, Customer will pay the disputed amounts within ten (10) business days. Customer will be liable to NITEL for all costs and expenses incurred in collecting amounts due to NITEL, including reasonable legal fees.

7. Taxes and Fees. Except for taxes based on NITEL's net income, Customer will be responsible for all taxes and fees arising in any jurisdiction, including but in no way limited to value added, consumption, sales, use, gross receipts, foreign withholding (which will be



not agree to any settlement or consent to any decree, order or judgment without obtaining the consent of the indemnified party, which consent shall not be unreasonably withheld.

d. IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER TO THE OTHER PARTY EXCEED THE AMOUNT OF SERVICE CHARGES PAID BY THE CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE MOST RECENT CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY ORDER. NITEL WILL HAVE NO LIABILITY FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY IN CONNECTION WITH OR FOR RESPONDING TO EMERGENCY 911 OR OTHER EMERGENCY REFERRAL CALLS. NOTWITHSTANDING THE FOREGOING LIMITS OF LIABILITY, A PARTY'S LIABILITY WILL NOT BE LIMITED WITH RESPECT TO CLAIMS ARISING FROM (1) A PARTY'S PAYMENT OBLIGATIONS, INCLUDING EARLY TERMINATION CHARGES; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS.

e. CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE CIRCUMSTANCES OF THIS AGREEMENT AND THAT NITEL WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR CUSTOMER'S AGREEMENT TO LIMIT NITEL'S LIABILITY IN THE MANNER AND TO THE EXTENT PROVIDED FOR IN THIS SECTION.

15. **Force Majeure.** Neither party will be liable, nor will any remedy provided by this Agreement be available, for any failure of Service due to causes beyond such party's reasonable control ("Force Majeure"). Customer will not be obligated to pay NITEL for Service not delivered as the result of Force Majeure.

16. **Assignment.** Neither party may assign its rights and obligations, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, either party, in connection with a merger, reorganization, or sale of all or substantially all of the assets or equity of such party, may assign this Agreement in its entirety to such party's successor without the other party's consent. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

17. **Warranties.** NITEL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, RESPECTING THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. **Confidentiality.** The terms of this Agreement and all knowledge and information of a proprietary nature acquired in performing this Agreement are confidential. Each party and its agents will keep such information confidential and not disclose such information to third parties, other than to its affiliates.

19. **Notices.** Except as otherwise specifically provided herein, any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered (a) in person; (b) by certified mail, postage prepaid, return receipt requested; (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt; (d) by electronic mail to Customer at Customer's designated technical and/or billing contact, or to NITEL at notice@nitelusa.com. Customer acknowledges and agrees that NITEL may contact Customer via e-mail at the e-mail address provided to NITEL when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under this Agreement. Customer is responsible for providing NITEL with any change to its email address. It is solely Customer's responsibility to notify NITEL of any changes to Customer's email address for such notice. Notice provided by personal delivery, certified mail, or commercial overnight courier is to be delivered to the addresses listed for each party in the signature area of the Agreement, or to any such other address as either party may from time to time specify in writing to the other party. Notice shall be effective upon delivery (or refusal to accept delivery).



20. Miscellaneous. This Agreement is binding on the parties and their permitted successors and assigns, and together with any Service Orders and exhibits hereto (if any) constitutes the entire agreement between the parties. As a material part of the consideration for entering into this Agreement, each party agrees not to contest or assert any defense relating to the authority of any representative or employee of such party to enter into this Agreement or any Service Order issued pursuant to this Agreement. This Agreement does not create any agency, joint venture, or partnership between NITEL and Customer, each of which are independent business entities. No prior agreements, understandings, statements, proposals or representations, either oral or written, respecting the subject matter hereof apply. Except with regard to an agreed upon Service Order, this Agreement can be modified only in a writing signed by the parties. If any provision of this Agreement is held to be illegal or unenforceable, this Agreement's unaffected provisions will remain in effect. If either party fails to enforce any right or remedy under this Agreement, such failure will not waive the right or remedy. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws provisions. The federal and state courts located in Cook County, Illinois shall be the only courts with jurisdiction to hear disputes under this Agreement, and Customer consents to the jurisdiction of these courts. This Agreement is not binding upon NITEL until signed by an authorized NITEL representative. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument. This Agreement may be executed by digital signature, and any such digital signature shall be deemed to be an original signature and shall be binding on such party.

NITEL INC.
an Illinois corporation

By _____
Name _____
Title _____
Date _____

SELECT MEDICAL CORPORATION.

a Delaware corporation
By Paul Finkbeiner
Name Paul Finkbeiner
Title Vice President, IT
Date 6/8/19