



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made as of the 1st of November 2023, by and between:

- (1) **LINGO TELECOM, LLC. DBA LINGO** (hereinafter referred to as "LINGO" which shall be deemed to mean and include its affiliates, successors and assigns), a corporation duly organized and validly existing under the laws of the State of Texas, and having its principal office at 25925 Telegraph Road, Suite 210, Southfield, MI 48033; and
- (2) **SELECT MEDICAL CORPORATION** (hereinafter referred to as "CUSTOMER" which shall include its subsidiaries, joint ventures, partnerships, managed and contracted entities a company having its principal office located at 4714 Gettysburg Road Mechanicsburg, PA 17055. LINGO and CUSTOMER may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS CUSTOMER desires to have LINGO provide, and LINGO agrees to provide to CUSTOMER, certain services described in the attached Schedule A, service order forms, and in its applicable state tariffs;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. The Services; Engagement of LINGO.

1.1 Services. The services to be performed by LINGO (the "Services") pursuant to this Agreement shall be described in the attached Schedule A and/or future service amendments, service order forms, service schedules, service level agreements, tariffs, and service responsibility agreements which, when fully executed by both Parties, shall thereby become incorporated into and form an integral part of this Agreement. Unless otherwise specified in a particular amendment or service order form, use of Services constitutes acceptance of Service. CUSTOMER understands LINGO will use best commercial efforts: (a) to provide the Services by the date requested, (b) to prevent service interruptions, (c) to promptly restore the Services when service interruptions occur, and (d) to ensure the uptime and delivery of its network and those of its underlying providers comply with industry standards. LINGO's Service Level Agreement covering the Services is incorporated into this Agreement and attached hereto as Schedule B. LINGO is providing the Services to CUSTOMER from facilities located in the United States of America.

1.2 Installation. Once LINGO schedules installation and confirms an installation time with CUSTOMER, CUSTOMER must be present with facilities available and fully accessible, unless otherwise agreed to. If LINGO technician arrives at the location and CUSTOMER is not present or facilities are not available or accessible or CUSTOMER otherwise cancels or postpones installation without a 24-hour notice to LINGO, LINGO reserves the right to assess a "CUSTOMER Missed Call" trip charge of one hundred and fifty-nine dollars (\$159) per missed site visit; LINGO shall waive the first three (3) Missed Call trip charges per billing cycle. CUSTOMER's first invoice from LINGO will include a partial month of Service plus the first full month of Service billed in advance. CUSTOMER's first invoice may contain charges for only a portion of the Services requested. Depending on the Service ordered and locations to be served it may take up to three (3) billing cycles until charges for all Services requested appear on the invoice, as is industry standard. After the initial billing cycles, CUSTOMER's invoice will include charges for one (1) month of Service for all ordered Services, including any usage charges. Usage based charges are billed in arrears. CUSTOMER should expect to receive a final invoice from its existing local, long distance, and/or data service provider(s) if LINGO is replacing a previous provider. LINGO is not responsible for contacting CUSTOMER's prior provider(s) should it/they continue to bill CUSTOMER for services following conversion to LINGO. All LINGO charges and savings provided in any quotation or proposal are before taxes, surcharges, assessments, or other fees are applied.

1.3 Schedule A. All terms and conditions of Schedule A that conflict with the terms of this Agreement shall be superseded by this Agreement, unless expressly superseded. All changes to Schedule A of this Agreement must be in writing and signed by both Parties.

1.4 LINGO Equipment. All Customer Premises Equipment ("CPE") installed by LINGO to provide Services to CUSTOMER shall remain the sole property of LINGO, unless purchased by CUSTOMER in a separate written "Bill of Sale" agreement. CUSTOMER agrees to return all such CPE to LINGO within sixty (60) days of termination. Equipment returned after sixty (60) days will not be credited toward CUSTOMER's account and CUSTOMER shall be responsible for full replacement costs. CUSTOMER agrees to be responsible for ensuring that no liens attach to LINGO equipment and must immediately cause any such liens to be removed at CUSTOMER's expense upon request. CUSTOMER will be always responsible for the proper installation, operation, and maintenance of any equipment it provides that is used in connection with the Service. In addition, CUSTOMER is responsible for ensuring that all such equipment is technically and operationally compatible with the Service and in compliance with the terms set forth in this Agreement and all incorporated documents.

1.5 Maintenance. CUSTOMER acknowledges that from time-to-time LINGO, or its third-party underlying providers, may perform certain network and equipment maintenance and during these times Service may be interrupted. Services may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted because of equipment modifications, upgrades, relocations, repairs, and similar activities. To minimize impact to CUSTOMER, scheduled maintenance will be performed during the non-peak hours of 11 pm to 5 am. LINGO operates and maintains Service only up to the CUSTOMER demarcation point. LINGO is not responsible for any network elements beyond the CUSTOMER demarcation point. If a maintenance event is likely to cause Service to be interrupted or unavailable, LINGO will make commercially reasonable efforts to notify affected CUSTOMERS at least twenty-four (24) hours prior to the interruption but may interrupt Service. LINGO may exercise discretion in choosing the notification method and in determining if notification is needed. When notification is required, LINGO will identify by market where scheduled maintenance will occur.

Section 2. Fees.

2.1 Charges for Services. All fees are invoiced and payable in U.S. dollars. For the Services, CUSTOMER shall compensate LINGO thirty (30) days subsequent to receipt of an invoice in accordance with the rates on Schedule A. No discounts apply to taxes, surcharges, assessments, or other regulatory or third-party fees (including, but not limited to, promotional credits,



installation charges, nonrecurring charges, special construction, or CPE charges, passthrough charges, access and port charges, taxes, municipal and franchise fees, governmental and regulatory surcharges and assessments, line recovery charges, interexchange access charges, or E-911 fees). Any new Services added under the CUSTOMER account number applicable to this Agreement, following the initial order, will be pursuant to and subject to this Master Services Agreement. LINGO reserves the right to adjust CUSTOMER pricing following delivery of notice to CUSTOMER as required by the applicable state public utility commission where Services are provided, or with ninety (90) days' notice, whichever is greater; however, Lingo shall provide a POTs rate guarantee for the Initial Term whereby rates for AT&T service areas shall not be increased for eighteen (18) months and twelve (12) months in all other service areas. LINGO may, from time to time, provide CUSTOMER with software or services from third party vendors ("Third Party Services") that are billed to CUSTOMER as a separate line item from Services provided hereunder. If the price LINGO pays for any such Third-Party Services changes at any time, CUSTOMER agrees that LINGO may pass those price changes on to CUSTOMER without markup. Fees and charges include, but shall not be limited to, one-time installation charges, LEC installation charges, monthly line charges, line recovery charges, taxes, assessments, surcharges, CPE charges, and any fees paid by LINGO on CUSTOMER's behalf to register and maintain domain names for CUSTOMER. In addition, if LINGO performs any On-Site repair services, LINGO will advise CUSTOMER of the necessity prior to undertaking said services. CUSTOMER will be billed for such services that are determined to be a result of a problem not resulting from a LINGO Network Outage, such as any issue caused by any element of CUSTOMER's phone systems, equipment, and networks. CUSTOMER will be billed LINGO's then-current standard rate, with a one-hour minimum charge per call. Commencing on the Installation Date (the date the Service is installed and available for CUSTOMER's use). Notwithstanding the foregoing, LINGO acknowledges that, as a condition to payment hereunder, LINGO must submit invoice(s) as required by this Section within One Hundred Twenty (120) days following completion of the applicable month Services provided. Failure to submit invoice(s) within such time period will result in forfeiture by LINGO of its right to payment for such month(s) of Services not invoiced.

2.2 Payment of Invoices. Payment Obligations: The Parties agree that LINGO shall invoice CUSTOMER monthly for Services commencing on the installation date (date the Services are installed and available for CUSTOMER's use). Subject to Section 2.3, all invoiced amounts, less disputed amounts, are due as above and shall be paid by CUSTOMER in immediately available U.S. funds. If any payment and/or documented dispute is not received by LINGO within sixty (60) calendar days of receipt of invoice: (i) CUSTOMER shall pay a late fee in an amount equal to one and one-half percent (1.5%) of the unpaid balance on the account calculated on a daily basis; (ii) LINGO may suspend or terminate the Services. Lingo represents and warrants that the invoice date will be the same day that the invoice is emailed to the CUSTOMER.

2.3 Disputed Amounts. CUSTOMER may dispute all or any portion of an invoice by providing notice of the dispute to LINGO not more than sixty (60) days after the invoice date; CUSTOMER agrees to pay all undisputed amounts by the applicable due date. Such notice shall include all documentation reasonably necessary for LINGO to investigate the dispute, including LINGO's invoice number, the dispute period, the amount in dispute (the "Disputed Amount"), the Service in dispute, the reason for the dispute and detailed supporting documentation, including the related LINGO's CDRs that are being disputed. CUSTOMER's failure to notify LINGO within sixty (60) calendar days of the invoice date shall create an irrefutable presumption of the accuracy of the charges contained in the invoice and CUSTOMER shall be barred from disputing such charges. CUSTOMER may deduct the Disputed Amount from the next invoice received from LINGO, pending the dispute resolution. If the Disputed Amount or any part thereof was not in fact due to LINGO, no further action will be taken by either Party (such amount having been deducted from a prior invoice). If the Disputed Amount or any part thereof is due to LINGO, CUSTOMER shall pay all such charges and the associated late fees specified in Section 2.2 above to LINGO within thirty (30) days of an invoice being reissued.

2.4 Taxes. The rates and charges set forth in this Agreement (including Schedule A and any subsequent service order forms) do not include any applicable foreign, federal, state, or local taxes, surcharges, (including any state or federal universal service fund surcharges) or similar fees (collectively, "Taxes and Fees"). Taxes and Fees shall be separately stated on the invoice and shall be paid directly to LINGO at the same time as all other charges due and payable in accordance with this Agreement. To request an exemption from Taxes and Fees, CUSTOMER must complete and submit LINGO's Tax and USF Exemption Certificate Forms prior to or simultaneous with submission of the first order. CUSTOMER also agrees to submit an amended annual exemption form as needed, and as applicable. CUSTOMER acknowledges and agrees to pay all Taxes and Fees as set forth in each invoice. Failure to timely pay all Taxes and Fees constitutes a material breach of this Agreement.

2.5 Credit. By executing this Agreement, CUSTOMER accepts LINGO's initial and continuing credit approval procedures and policies, as they may be amended from time to time. LINGO reserves the right to withhold initiation of full implementation of Services under this Agreement pending initial satisfactory credit review and approval. After the credit review, LINGO may require a Deposit (or an increase in a Deposit) to secure timely payment of all invoices hereunder. Upon request by LINGO, CUSTOMER shall provide financial statements or other information reasonably required for LINGO to evaluate the ongoing credit worthiness of CUSTOMER.

Section 3. Limited Use of Intellectual Property.

3.1 Access. In performing the Services, LINGO may provide CUSTOMER access to various intellectual property (including software programs) of LINGO and various third parties. In all cases, CUSTOMER is a limited user of said intellectual property and has no ownership therein as described in Section 3.20. CUSTOMER agrees not to copy, translate, disassemble, decompile, reverse engineer or create a derivative work of said intellectual property.

3.2 Ownership. CUSTOMER acknowledges that all rights, title and interest in any intellectual property (including software programs) that is made available to CUSTOMER as part of the Services, including without limitation, all improvements and derivative works of said intellectual property, are the sole property of LINGO or its licensors.

Section 4. Term.

This Agreement shall be effective upon the date it has been executed by both Parties. CUSTOMER agrees to subscribe to the Services listed herein for a period of three (3) years (the "Initial Term," and together with all Renewal Terms (as defined below), the "Term") unless modified by mutual agreement of the Parties or canceled or terminated by either Party in accordance with the terms of this Agreement. The Term shall automatically be extended (each such extension, a "Renewal Term") at the expiration of the Initial Term and each Renewal Term for an additional term of one (1) months unless written notice is given by either Party at least forty-five (45) days before expiration of the Initial Term or the then current Renewal Term that such Party does not consent to such extension. During



the first twelve (12) months of the Initial Term the CUSTOMER shall maintain a minimum of 1,500 local Service lines within LINGO's footprint. In consideration for the commitment to maintain the minimum 1,500 Service lines for the first twelve (12) months, and notwithstanding any other provision of the MSA, CUSTOMER may terminate Service lines for any reason after the first twelve (12) months of Service without incurring early termination liability charges. After the first twelve (12) months of Service, Customer may disconnect as many Service lines as they wish. In such case, CUSTOMER must submit forty-five (45) day's notice to LINGO and reference this Agreement. Should CUSTOMER not meet the commitment above to maintain 1,500 Service lines for the first twelve (12) months, then CUSTOMER will be required to pay the Early Termination Charges listed in Section 5.5.

Section 5. **Termination/Discontinuance/Suspension.**

5.1 Termination, Discontinuance or Suspension by LINGO: LINGO may terminate this Agreement, discontinue Services and/or suspend the performance of any of its obligations hereunder and LINGO shall have no further obligation to provide the Services if:

- a) CUSTOMER fails to timely pay any amount in accordance with this Agreement and fails to cure such breach within thirty (30) calendar days after the receipt of written notice thereof; or
- b) CUSTOMER breaches any material provision of this Agreement, other than those related to payment of charges, and fails to cure such breach within thirty (30) calendar days after the receipt of written notice thereof; or
- c) CUSTOMER uses the Services for any unlawful, unauthorized, or fraudulent purpose or in any unlawful manner and fails to cure such breach within thirty (30) calendar days after the receipt of written notice thereof; or
- d) In the reasonable judgment of LINGO and upon thirty (30) calendar days prior written notice, the passage or adoption of any law, rule, regulation that will make it materially unable to provide Services.

The effective date of any termination under this Section 5 shall be set forth in a notice of termination. No termination or suspension of Services by LINGO relieves CUSTOMER of its obligation to pay for Services provided prior to the effective date of termination or any fees associated with termination prior to the end of the Term. Notwithstanding the foregoing, if LINGO does not provide Services prepaid by Customer, Lingo shall remit any *pro-rata* prepaid funds to Customer by credit to the account for future costs or check remittance (in the instance of termination) within sixty (60) days.

5.2 Termination by either Party: Either Party may terminate this Agreement, without notice or an opportunity to cure, if:

- a) The other Party ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing to its inability to pay its debts as they become due; or
- b) The other Party files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent; or
- c) The other Party files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future voluntary petition in bankruptcy, is unable to pay its debts when due, is adjudicated as bankrupt or by statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding; or
- d) The other Party consents or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or it or its shareholders shall take any action looking to its dissolution or liquidation.

5.3 Termination by CUSTOMER: CUSTOMER may terminate this Agreement and suspend the performance of any of its obligations hereunder (other than for payment for Services provided prior to the effective date of termination) if LINGO fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement ("Cause"), and such failure or violation is not cured within thirty (30) calendar days following receipt of a default notice from CUSTOMER. The effective date of any termination for Cause shall be set forth in a notice of termination, which date shall be no less than five (5) days after expiration of the applicable cure period.

5.4 Survival. The rights and obligations of the Parties as set forth in Sections 2, 3.1, 7, 8, 10, and 11 shall survive expiration or termination of this Agreement for any reason, together with any other terms by their nature which need to survive. Additionally, all payment obligations that accrued prior to the termination of this Agreement shall survive any termination or expiration of this Agreement.

5.5 Early Termination Charges. In the event CUSTOMER does not meet the commitment in Section 4 to maintain 1,500 Service lines for the first twelve (12) months, then CUSTOMER agrees to pay LINGO early termination charges in an amount equal to all fixed recurring charges, all outstanding but unpaid non-recurring charges, any waived fees or charges, and all other unpaid charges incurred during the first twelve (12) months.

Section 6. **Representations and Warranties.**

6.1 Representations and Warranties by CUSTOMER. CUSTOMER represents and warrants that CUSTOMER:



(a) Has full power and authority to execute, perform and undertake the obligations set forth in this Agreement and that, to the best of its actual knowledge, it is not a party to any agreement, nor will it enter into any other agreement, that would be breached by or that would prohibit it from entering or performing this Agreement;

(b) Shall obtain all applicable authorizations, notifications, filings, local corporate, governmental, and regulatory approvals necessary for CUSTOMER to enter and perform its obligations under this Agreement and the same are in full force and effect and shall comply in all respects with all applicable local laws and regulations affecting the subject matter hereof; and

(c) Executing and performing the obligations of this Agreement, to the best of its actual knowledge, will not violate or conflict with any law, rule or regulation applicable to it, any provisions of its constitutional documents, any order or judgment of any court or other agency or governmental body applicable to it or any of its assets or any contractual restriction.

6.2 Representations and Warranties by LINGO. LINGO represents and warrants that LINGO:

(d) Has full power and authority to undertake the obligations set forth in this Agreement and that it is not a party to any agreement, nor will it enter into any other agreement, that would be breached by or that would prohibit it from entering into or performing this Agreement;

(e) Shall obtain all applicable authorizations, notifications, filings, local corporate, governmental, and regulatory approvals necessary for LINGO to enter into and perform its obligations under this Agreement and the same are in full force and effect and shall comply in all respects with all applicable local laws and regulations affecting the subject matter hereof; and

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(f) Executing and performing the obligations of this Agreement, to the best of its actual knowledge, will not violate or conflict with any law, rule or regulation applicable to it, any provisions of its constitutional documents, any order or judgment of any court or other agency or governmental body applicable to it or any of its assets or any contractual restriction.

Section 7. **Limitation of Liability and Disclaimer of Warranties.**

7.1 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FIRM, ENTITY, OR THIRD PARTY IN ANY RESPECT, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF CUSTOMERS OR GOODWILL, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS WHETHER A PARTY WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF LIABILITY. LINGO SHALL NOT BE LIABLE FOR THE ACTS, ERRORS, OMISSIONS OR DELAYS CAUSED BY THIRD PARTY VENDORS. UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, ANY LINGO LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED \$100,000.00 REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY STATED IN THIS AGREEMENT.

7.2 Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES STATED IN THIS AGREEMENT, LINGO MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, CONCERNING THE SERVICES PROVIDED HEREUNDER OR DESCRIBED HEREIN. LINGO SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

Section 8. **Indemnity.**

8.1 Indemnification by LINGO. LINGO agrees to defend, indemnify, and hold CUSTOMER harmless from any costs and liabilities of any kind (including reasonable attorneys' fees) arising out of or relating to the gross negligence or willful misconduct of LINGO, its employees, agents, contractors, or suppliers (iii) the use by LINGO or its agents/employees of any Customer Data in violation of applicable federal, state, and local laws or regulations.

8.2 Indemnification by CUSTOMER. CUSTOMER agrees to defend, indemnify and hold LINGO harmless from any costs and liabilities of any kind (including reasonable attorneys' fees) arising out of or relating to: (i) the use of the Services by CUSTOMER inconsistent with the terms of this Agreement, (ii) representations or warranties made by CUSTOMER with respect to the Services in a manner inconsistent with this Agreement, (iii) any claims by an end user or any subscriber in connection with any or all services or products furnished by CUSTOMER to end users, and (iv) the use by CUSTOMER or any end user of the Service in violation of applicable federal, state, and local laws or regulations, including fraudulent calls.

Section 9. **Publicity.**

Except as expressly permitted hereby, neither LINGO nor CUSTOMER shall use the name or any of the trademarks of the other Party or disclose in any of its advertising or other materials that the other Party is providing or receiving service hereunder, without prior written consent from the other party's General Counsel or legal equivalent/delegated agent with actual authority. In addition, no prior submission to or approval by either Party shall be required in connection with the disclosure of the Services provided in the Agreement as required by applicable law (including, without limitation, U.S. state and federal securities laws).

Section 10. **Acceptable Use Policy, Transfer/Resale of Services, and Fraudulent Calls.**

10.1 Acceptable Use Policy. CUSTOMER agrees to abide by LINGO's Acceptable Use Policy, which is attached hereto as Schedule C, which sets forth the guidelines for acceptable use of all products and services offered by LINGO. LINGO shall advise Customer of any changes to this policy through an Amendment.

10.2(a) Move or Transfer and Resale of Services. If a branch or other CUSTOMER site relocates to another location in a LINGO market where the same Services are available, CUSTOMER may move Services to the new location, subject to payment of installation charges for the new location, if applicable; however, pricing may vary by location, and CUSTOMER's rates may



increase or decrease. Early Termination Charges listed in Section 5.5. may apply in the event CUSTOMER moves to a location not served by LINGO or CUSTOMER ceases to do business. Services may not be transferred or resold, and any service order form entered into pursuant hereto, may not be transferred or assigned, by operation of law or otherwise, without LINGO's prior written approval. Any attempted assignment or transfer without LINGO's prior written approval shall be void. All Services provided under this Agreement are not intended for resale by CUSTOMER. Should CUSTOMER desire to resell the Services, LINGO and CUSTOMER shall enter into a separate agreement to cover such wholesale services.

10.2(b) Divested Entity. It is acknowledged that CUSTOMER may elect to sell a facility (hereinafter "Divested Entity") licensed under this Agreement to a yet unidentified third-party and that CUSTOMER may wish to continue to utilize LINGO's Services at such facility to provide uninterrupted services for such third-party. Therefore, it is agreed that for a period of twelve (12) months from the date of sale of any facility licensed under this Agreement, CUSTOMER may utilize the LINGO Services in order to have uninterrupted Services at the location.

10.2(c) Sold Entity. It is further acknowledged that CUSTOMER may elect to sell a facility (hereinafter "Sold Entity") licensed under this Agreement to a yet unidentified third-party and that CUSTOMER may wish to separate the Sold Entity from receiving Services under its Agreement. Therefore, it is agreed that effective the first of the month following receipt of the required written termination notification from CUSTOMER (including via email), LINGO shall remove Sold Entity/Entities from CUSTOMER's account and CUSTOMER shall not be liable for any further License Fees for Sold Entities, except for the Early Termination Charges listed in Section 5.5 may apply.

10.3 Fraudulent Calls. CUSTOMER is solely responsible for selection, implementation, and maintenance of security features for protection against unauthorized calling, and LINGO shall have no liability, therefore. CUSTOMER is solely responsible for payment of long distance, toll and other telecommunications charges, including but not limited to international calling charges, incurred through use of the Services being provided hereunder. CUSTOMER shall indemnify, defend, and hold LINGO harmless from all costs, expenses, claims or actions (including reasonable attorney's fees) arising from fraudulent calls of any nature carried by means of the Services. CUSTOMER shall not be excused from paying LINGO for Services provided to CUSTOMER or any portion thereof on the basis that any portion of the Services related to fraud. In the event LINGO reasonably believes, after fully investigating the authenticity thereof, that fraudulent calls are being made from a CUSTOMER location, nothing contained herein shall prohibit LINGO from taking immediate action, without notice to CUSTOMER, that it deems reasonably necessary to prevent such calls from taking place. Except for the foregoing, CUSTOMER acknowledges and agrees that nothing in this Agreement obligates LINGO to investigate the authenticity of any calls charged to CUSTOMER's account and LINGO shall not be liable for any fraudulent calls processed by LINGO and billed to CUSTOMER's account.

Section 11. Confidentiality.

11.1 Confidential Information. Each Party acknowledges and agrees that it will have access to information, including, but not limited to, intellectual property, trade secrets, business information, ideas, expressions and this Agreement, which are proprietary to and/or embody the substantial creative efforts of the other Party, either because such information is marked or otherwise identified by the disclosing Party orally or in writing as confidential or proprietary, has commercial value, or because it is not generally known in the relevant trade or industry. Such information includes, without limitation, the specific terms of this Agreement (all such information hereinafter referred to as "Confidential Information"). The Parties agree that Confidential Information shall remain the sole and exclusive property of the disclosing Party ("Disclosing Party"), and the receiving Party ("Receiving Party") agrees to maintain the Confidential Information in strict confidence.

11.2 Authorized Disclosure. The Receiving Party agrees not to disclose or permit any other person or entity access to the Confidential Information to the same extent that such Party protects its own Confidential Information, but in any event reasonable care, except that such disclosure shall be permitted to an employee, agent, representative or independent contractor of the Receiving Party requiring access to the same on a 'need to know' basis. 'Need to know' means that the employee, agent, representative or independent contractor requires the Confidential Information to perform their responsibilities in accordance with the terms and conditions of this Agreement.

11.3 Restrictions. The Receiving Party agrees that it shall: (i) not copy, translate, disassemble, decompile, reverse engineer or create a derivative work from the Confidential Information, unless authorized hereunder by the Disclosing Party; (ii) not alter or remove any identification of any copyright, trademark or other proprietary rights notice which indicates the ownership of any part of the Confidential Information; and (iii) notify the Disclosing Party of the circumstances surrounding any possession, use or knowledge of the Confidential Information by any person or entity other than those authorized by this Agreement.

11.4 Exclusions. Confidential Information shall exclude any information that: (i) has been or is obtained by the Receiving Party from a source independent of the Disclosing Party which has not received such information from the Disclosing Party; (ii) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its personnel; or (iii) is independently developed by the Receiving Party without reliance in any way on the Confidential Information provided by the Disclosing Party. The Receiving Party is entitled to disclose Confidential Information if it is required to be disclosed under judicial order, regulatory requirement, or statutory requirement, provided that the Receiving Party provides written notice and an opportunity for the Disclosing Party to take any available protective action prior to such disclosure.

11.5 Employees and Independent Contractors. The Parties acknowledge that certain employees or independent contractors of each Party may have access to the Confidential Information of the other party. Each Party agrees that it shall cause such employees and other persons to protect the Confidential Information in a manner consistent with the Parties' obligations set forth herein.

11.6 Effect of Termination. Upon any termination or expiration of this Agreement, unless otherwise instructed by the Disclosing Party, the Receiving Party shall cease using any Confidential Information of the Disclosing Party and, at the request or instruction of the Disclosing Party, shall either return, delete, or overwrite any such Confidential Information then in the possession of the Receiving Party as of the termination date within thirty (30) days following such termination date.

11.7 Specific Performance. Each Party agrees that, as the damages to the other party from a breach of obligations under this Section 11 are and may be impossible to determine with reasonable certainty, the non-breaching Party shall have the right, in the event of a breach by the other party of its obligations under this Section 11, to specific enforcement thereof. The remedies



of the non-breaching Party under this Section 11 shall be cumulative, and the right of specific performance granted hereby shall not be deemed to foreclose or limit any other remedy or right of the non-breaching party under this Agreement, at law or in equity.

Section 12. Miscellaneous.

12.1 Force Majeure. If either Party's performance of this Agreement or any other obligation hereunder (except for any payment obligation) is prevented, restricted or interfered with by causes beyond their reasonable control including but not limited to acts of God, fire, explosion, railroad disaster, vandalism, power failure, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action or request of any Governmental Authority, or civil or military authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, actions or inactions of a third party provider or operator of facilities employed in the provision of the Services, suppliers' failures, shortages, breaches, or delays, then such Party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference. Notwithstanding the previous, should the underlying carrier provide any credits, LINGO shall pass-through any credits. Such Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

12.2 Relationship of the Parties. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties, nor shall either Party be deemed the agent of the other. CUSTOMER acknowledges that LINGO may perform its obligations through its affiliates or through the use of agents, subcontractors, or independent contractors; provided, however, that LINGO shall remain liable for the acts or omissions of its agents, subcontractors, and independent contractors.

12.3 Notices. All legal notices (terminations, amendments & addendums except those to address pricing solely, etc.) and other communications required or permitted under this Agreement will be in English, in writing, and will be deemed to have been duly given: (a) when delivered by hand; (b) five (5) days after being sent by Registered or Certified Mail, return receipt requested and postage prepaid, to the addresses in the table below (rows 1-2). Notices regarding operational changes (pricing, invoicing, etc.) may be done via email as indicated in the table below (rows 3-4).

To Select Medical:	Select Medical Corporation Attn: EVP & CIO 4714 Gettysburg Rd., Mechanicsburg, PA 17055	LINGO:	LINGO TELECOM, LLC DBA LINGO ATTN: LEGAL DEPARTMENT 25925 TELEGRAPH RD, SUITE 210 SOUTHFIELD, MI 48033 E-mail: contracts@lingo.com
With a copy to (non-service):	Select Medical Corporation Attn: Sr. VP and Dpt. GC 4714 Gettysburg Rd., Mechanicsburg, PA 17055		
Operational:	PFinkbeiner@selectmedical.com & RLacey@selectmedical.com	Operational:	n/a
Invoicing:	isinvoices@selectmedical.com	Invoicing:	n/a

LINGO shall update their notice address within ten (10) days of change.

12.4 Non-Waiver. No term or provision hereof shall be deemed waived, or any breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed by the other to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

12.5 Partial Invalidity. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.

12.6 Headings. The headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. This Agreement was drafted with the joint participation of both Parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof. In the event of any apparent conflicts or inconsistencies between this Agreement, Schedule, or Exhibit, to the extent possible such provisions shall be interpreted to make them consistent, and if such is not possible, the provisions of such Schedule or Exhibit shall prevail.

12.7 Advice of Counsel. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Agreement.

12.8 Entire Agreement. This Agreement, Schedules, and Exhibits hereto, all of which are incorporated by this reference, constitute the entire agreement and understanding between the Parties with respect to its and their subject matter and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement.

12.9 Amendment. Excluding Rate updates provided in Schedule A, this Agreement may be amended or supplemented only by a writing that refers specifically to this Agreement and is signed by duly authorized representatives of both parties. Any terms and conditions varying from this Agreement and the Schedules or Exhibits, on any order or written notification from either Party are void.

12.10 No Third-Party Beneficiaries. The Parties do not intend, nor will any clause be interpreted, to create for any third party any obligations to or from either LINGO or CUSTOMER hereunder except as is specifically set forth herein.



12.11 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 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 upon written notification, which shall not be unreasonably withheld. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.12 Settlement of Disputes. The Parties desire to resolve disputes arising out of this Agreement without litigation. Excluding any disputes arising out of Sections 2 herein, as well as otherwise specifically provided in or permitted by this Agreement, in the event of any dispute, difference of opinion or controversy arising in connection with this Agreement, the Parties shall use good faith efforts to arrive at an agreeable resolution through discussions escalating to at least the Vice President level within their respective organizations.

12.13 Governing Law; Venue. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to its conflict of law principles. The parties agree that the federal or state courts sitting in the state of Delaware shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement.

12.14 Nonperformance. To the extent any nonperformance by either Party of its obligations under this Agreement results from or is caused by the other Party's failure to perform its obligations under this Agreement, such nonperformance shall be excused.

12.15 Mutual Cooperation. LINGO and CUSTOMER each will use commercially reasonable efforts to achieve the objectives of this Agreement.

12.16 Counterparts; English Language. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement is entered into in the English language. In the event of any dispute concerning the construction or meaning of this Agreement, reference shall be made only to this Agreement as written in English and not to any translation hereof into any other language, and this English language version shall be controlling for all purposes.

12.17 Liability Insurance. LINGO, at its expense, shall carry a policy or policies of professional and general liability insurance and worker's compensation insurance, issued by an insurance carrier, providing coverage in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year, which insures Customer against any act, error or omission of LINGO, its employees, and agents. LINGO shall also have Errors and Omissions/Privacy and Network Security (sometimes otherwise known as Cyber Liability): providing protection against liability for (1) system attacks, (2) denial or loss of service attacks, (3) unauthorized access and use of computer systems, (4) spread of malicious software code, and (5) liability arising from the unauthorized access, loss or disclosure of private or confidential data with a minimum limit of \$5,000,000 for each claim. Additionally, a fidelity bond or crime insurance for dishonest acts of LINGO's employees with a limit of liability of one (1) million dollars in the aggregate. Cyber liability and general liability insurance shall cover Customer via a named insured or through a functionally equivalent blanket endorsement, without a right of contribution.

IN WITNESS WHEREOF, THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AS OF THE DATE BELOW.

11/6/2023 | 5:48:04 PM PST

LINGO TELECOM, LLC DBA LINGO

By:

Andrea Lang

Andrea Lang

Vice President, Sales

Print name & title

APPROVED/SMC (NON-ASSENT INITIALS):

PF

PF

SELECT MEDICAL CORPORATION

Brian Rusignuolo

By:

Brian Rusignuolo (Nov 2, 2023 13:53 EDT)

Brian Rusignuolo, EVP & CIO

Print name & title



SCHEDULE A

Services: Attach Initial Service Order Form – Multi Location Services Order Form



SCHEDULE B: SERVICE LEVEL AGREEMENT

(Broadband - Managed Services - Digital Voice - POTS)

Broadband Services

PERFORMANCE GUARANTEED.

At Lingo, we back up our promises with industry-leading performance and reliability guarantees - demonstrated by our superior performance of providing high-value, mission-critical data access and transmission services to the commercial marketplace. Lingo guarantees maximum network availability, minimal packet loss, latency, and on time installation. If Lingo is not performing as promised, or Customer lose connectivity as defined below, Customer is entitled to receive a credit. This declaration is another way that Lingo demonstrates its commitment to complete Customer satisfaction.

LINGO INTERNET ACCESS GUARANTEES 99.99% NETWORK AVAILABILITY.

Lingo guarantees that the Lingo network will be available 99.99% of the time. Customer will receive a credit of 1/30th of the Monthly Recurring Charge ("MRC") for that month for each eight consecutive business hours of service non-availability ("Service Outage"). A Service Outage does not include interruptions that occur during scheduled periods of maintenance or upgrades.

LINGO INTERNET ACCESS VIA FIXED WIRELESS GUARANTEES 99.9% NETWORK AVAILABILITY.

Lingo guarantees that Internet Access provided over Fixed Wireless will be available 99.9% of the time. Customer will receive a one-time 10% MRC credit at the impacted location for that month based on network availability. Availability = The amount of time that the network will be available as measured in minutes per month. The calculation is: Total minutes of actual availability divided by the total number of minutes in a month ("Covered Time"). Service Interruptions Excluded from Covered Time: Loss of power at the impacted location; Impacted location is unable to conduct business due to an event beyond the control of Lingo (i.e. acts of nature, fire, civil unrest); Service interruptions caused by any non-Lingo provided equipment or service; Service is not used in a manner prescribed by Lingo including moving or adjusting any configurations without authorization or instruction provided by Lingo.

MINIMAL PACKET LATENCY.

Lingo's Latency SLA is measured as the round-trip response time from Lingo to each of the Customer's sites across the Lingo -provided connection. No SLA is offered for IP packets traversing the public internet.

MINIMAL PACKET LATENCY FOR FIBER DEDICATED INTERNET ACCESS (DIA) SERVICES.

Lingo guarantees an average monthly latency of less than 55 milliseconds within the Lingo network and between sites using Fiber Dedicated Internet Access. Customer will be entitled to a prorated credit equivalent to one (1) day's share of Customer's monthly recurring access charge for any month in which Lingo's average latency exceeds 55 milliseconds.

**MINIMAL PACKET LATENCY FOR FIXED WIRELESS.**

Lingo guarantees an average monthly latency of less than 150 milliseconds within the Lingo network using Fixed Wireless. Customer will be entitled to a prorated credit equivalent to one (1) day's share of Customer's monthly recurring access charge for any month in which Lingo's average latency exceeds 150 milliseconds.

MINIMAL PACKET LOSS.

Lingo's Packet Delivery SLA is measured as the percent of packets delivered from the Customer Management Router or the Lingo network operation center ("NOC") as appropriate to each of the Customer's sites across the Lingo - provided connection during a calendar month. No SLA is offered for IP packets traversing the public internet.

Lingo guarantees an average monthly Internet packet loss of less than one (1%) percent. Customer will be entitled to a prorated credit equivalent to one (1) day's share of Customer's monthly recurring access charge for any month in which Lingo's average packet loss exceeds one (1%) percent.

JITTER.

Also known as delay variation, jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization or varying traffic conditions and loading. Excessive delay variation in packet streams usually result in additional packet loss which detrimentally affects voice quality.

The Jitter SLA provides that Lingo's Internet Network monthly jitter performance will not exceed 20 milliseconds. Performance is measured by periodically collecting data across the Lingo Telecom Internet Network, from which a monthly average is derived.

MONITORING.

Lingo will proactively monitor Static IP type services regardless of technology or service type. Only Static IP internet circuits will be monitored, which will identify circuit health, up and down statistics and network outages.

ON-TIME INSTALLATION.

Lingo guarantees new service installation by the quoted activation date, provided by Customer's Account Support Team, contingent on the approved order and credit acceptance by Lingo and the availability of properly conditioned physical and wiring facilities between Customer service location and the appropriate network point of presence. The below stated SLA installation intervals are based on the Provisioning time from when the Provisioning group receives the order through completion of the order; this does not include upfront processing time of each order.

If Lingo does not meet the respective installation intervals listed below, Customer is entitled to the following:



Access Technology	Fiber Dedicated Internet Access (DIA)	Cable Broadband Access	Fixed Wireless Broadband Access	DSL Network Broadband Access
Installation Commitment:	90 business days**	30 business days*	30 business days	21 business days*
Credit:	One full month MRC at the impacted location	One full month MRC at the impacted location	One full month MRC at the impacted location	One full month MRC at the impacted location

*Digital subscriber line ("DSL") and Cable are best effort services; therefore the installation intervals will begin once we have confirmation that service can be delivered to the location. If it becomes necessary to order an alternate product or if construction is involved, a new installation interval will begin once we have confirmation on the ability for that service to be delivered to the location.

**Fiber Dedicated Internet Access installation can take up to 120 days if construction (either major or minor is required), access issues, Customer not ready, technical issues, or a facilities upgrade is needed. The Customer will not receive a credit if the aforementioned issues occur.

Projects with a written Statement of Work that include an installation timeline are not subject to the above installation intervals.

Note: The network performance metrics defined in the Terms and Conditions and any applicable Service Order do not apply to non-availability of network services arising from traffic or other service impacts induced by extraordinary events such as viruses, denial of service attacks, and other network events that are not originated by or are beyond the control of Lingo.

MEAN TIME TO REPAIR.

Mean Time TO Repair [MTTR] = (Service Outage - Excluded Outage Time Hours)/Outage Count), provided, that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month. A Service Outage does not include interruptions that occur during scheduled periods of maintenance or upgrades.

Customer Premise Equipment [CPE] MTTR = Replacement equipment will be shipped for second (2nd) business day delivery, if (a) the trouble is isolated to the Lingo provided equipment, and (b) the root cause of the failure is determined by Lingo by 1 pm EST.



Technology	Fiber Dedicated Internet Access (DIA)	Broadband (Cable, DSL)	Broadband (T1, Ethernet over Copper)	Granite Grid Broadband	Fixed Wireless	VoIP
Mean Time to Repair (Trouble Related):	8 business hours	48 business hours	48 business hours	4 business hours	24 business hours	6 business hours, excluding broadband remediation events
Mean Time to Repair (Replacement Equipment Required)	2 business days	2 business days	2 business days	2 business days	2 business days	2 business days
Credit (Trouble Related):	One time 10% MRC credit at the impacted location	One time 10% MRC credit at the impacted location	One time 10% MRC credit at the impacted location	One time 20% MRC credit at the impacted location	One time 20% MRC credit at the impacted location	SEE BELOW
Credit (Replacement Equipment Related)	One time 15% MRC credit at the impacted location	One time 15% MRC credit at the impacted location	One time 15% MRC credit at the impacted location	One time 15% MRC credit at the impacted location	One time 15% MRC credit at the impacted location	One time 15% MRC credit at the impacted location

Managed Platform Services

Lingo Managed Services includes initial configuration management of Lingo Managed Services devices, software, and rule-based settings. For Customers that subscribe to Lingo's MSP Premium Support service, requests for configuration changes will be responded to within three (3) to five (5) business days. Lingo technical support does not extend into the Customer's local area network, internal applications, PCs or server operating systems or non-Lingo software applications.

Lingo SLA for latency on VPN tunnels (from Lingo point of presence ("PoP") to Lingo PoP), is contingent on both ends of the VPN utilizing Lingo Dedicated Internet Access.



SERVICE AVAILABILITY.

Available means the Managed Platform Service is available for access and use by End Users over the Internet and operating in material accordance with the associated written or electronic materials and specifications for the Service. Lingo guarantees that the Managed Platform Service network will be available 99.99% of the time, meaning at least 99.99% of the total number of minutes in a calendar month during the Term, excluding the Managed Platform Service not being Available because of any of the Exceptions. **Exceptions** mean (a) any act or omission by any third party; (b) access to or use of the Service that does not strictly comply with the Service Agreement and the specifications for Service; (c) factors outside of Lingo’s reasonable control, including any force majeure event or Internet access or related problems; (d) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other item not supplied by Lingo; (e) any scheduled or critical maintenance; or (f) disabling, suspension or termination of the Managed Platform Service pursuant to the Agreement.

SERVICE UPTIME.

Managed Services Cloud Management Systems and Gateways will be operational and available with a service uptime SLA of at least 99.99% of the time in any calendar month. (Less than 4.38 minutes unscheduled downtime per month). This specifically excludes any on-premise components. Any maintenance that will impact customer operations will be advertised at least 3 business days in advance of the start of the window. Maintenance will be planned outside core business hours when possible. Lingo reserves the right to open emergency maintenance windows when needed. Forced majeure and planned network maintenance are excluded from service uptime.

CREDITS.

If the service uptime SLA is not met in any calendar month, Customer will be eligible to receive the following service credits:

Uptime Percentage	Service Credit
< 99.99% but > 99.90%	One time 10% MRC credit at the impacted location
< 99.90% but > 99.0%	One time 20% MRC credit at the impacted location
< 99.0%	One time 35% MRC credit at the impacted location

SOFTWARE SUPPORT & MEAN TIME TO REPAIR [MTTR]

Managed Services Software Support			
Support	Standard Plan	Production Support	Premier Support
Call Center Availability	24 x 7	24 x 7	24 x 7
Support Response Time	24 X 7 (Sev 1) 12 X 5 (Sev, 2, Sev 3, Sev 4)	24 X 7 (Sev 1) 12 X 5 (Sev, 2, Sev 3, Sev 4)	24 X 7 (Sev 1, Sev 2) 12 X 5 (Sev 3, Sev 4)
Response Time	Sev 1: Within 1 hour Sev 2: Within 6 hours Sev 3: Within 12 hours Sev 4: N/A	Sev 1: Within 30 minutes Sev 2: Within 4 hours Sev 3: Within 8 hours Sev 4: Within 24 hours	Sev 1: Within 30 minutes Sev 2: Within 2 hours Sev 3: Within 4 hours Sev 4: Within 12 hours Sev 4: per schedule

Severity Level 1 – Service is not available

Severity Level 2 – Service is available, but performance or some features are severely degraded, materially affecting normal use of the Service

Severity Level 3 – Service is available and critical functions are usable, but there is a non-critical malfunction

Severity Level 4 – Cosmetic of feature requests, service is functioning as designed



MANAGED SERVICES EQUIPMENT REPLACEMENT

Hardware Replacement SLA		
Replacement Service Plan		
RTP (Return for Placement)	Next Business Day	Same Business Day
Ships NBD (Mon - Fri) after unit returned	Advanced Replacement: Ships NBD (Mon- Fri), if RMA request is received by 8:00pm EST	Advanced Replacement: Ships SBD (Mon - Fri), if RMA request is received by 6:00pm EST

Advanced Replacement ships before unit returned

Digital Voice

Lingo Digital Voice Installation SLA	
Existing Broadband Environments* / 10+ Locations	
<u>HPBX* / Integrated Voice / IP PRI[^]</u>	<u>DV Cloud / SIP Trunks</u>
From Start of Provisioning to Service Activation	From Start of Provisioning to Service Activation
29 Business Days	19 Business Days

[^]Lingo One, DV Retail & RPOS service offerings are hosted private branch exchange ("HPBX") packages. Thus, the Installation SLA for those offerings is the same as HPBX.

* If ordered with Broadband, the Provisioning / Installation Phase begins with the Installation of the Broadband Circuit. The Broadband Installation interval varies from 21 to 120 business days depending upon the broadband type.

Should Lingo Installation Intervals not meet the total SLA Interval commitment from Order Submission to Service Activation, CUSTOMERS WILL BE ELIGIBLE FOR A 100% CREDIT FOR ANY ACCESSED INSTALLATION, SHIPPING & ACTIVATION FEES CHARGES.



TDM Voice (POTS)

Provisioning SLA	
On –Time Migration Commitment:	<p><u>Existing Service Lines</u>: Transfer of existing time division multi-plexing (“TDM”) voice services (plain old telephone service (“POTS”), remote call forwarding (“RCF”) to Lingo within ten (10) business days and error free in accordance with the scheduled implementation plan. *</p> <p><u>New Service Lines</u>: Installation of new lines of TDM voice services (POTS, RCF) to Lingo within ten (10) business days and in accordance with the scheduled implementation plan. *</p>
Time to correct:	2 - Business days.
1 - 2 Year Term:	1 - 2 Year Term: Credit for one full month of your monthly recurring service charge.
3+ Year Term:	3+ Year Term: Credit for one full month of your monthly recurring service charge, any overage charges and additional fees on the account for that same billing cycle.

* Services must be currently available and capable of being migrated from partnering regional Bell operating companies (“RBOC”) or a reseller of RBOC services. Complex Services and facilities-based locations are excluded from this commitment as well as any individual case basis arrangements made between Customer and Lingo.

Customer Service SLA	
Account Maintenance Commitment:	<p><u>Call Management Service Changes</u>: Adds, Changes or Disconnects in Call Management Services within five (5) business days of request. *</p> <p><u>Non-Complex Service Changes</u>: Adds, Changes or Disconnects to existing TDM voice services within five (5) business days and error free in accordance with the scheduled implementation plan. *</p> <p><u>Complex Service Changes</u>: Adds, Changes or Disconnects to existing TDM voice complex services within fifteen (15) business days and in accordance with the scheduled implementation plan. *</p>
Time to correct:	Two (2) Business days

Service Response and Repair Commitment:	<p><u>Response Time</u>:</p> <p>Lingo will respond with our understanding of the repair issue and status of the repair resolution within one (1) hour. ♣</p> <p><u>Repair Time</u>:</p> <p>Lingo commits to repair any Lingo service-related issue within a 24-hour period. ♣</p>
Time to correct:	One (1) Business Day



Service Reliability Commitment:	Lingo will resolve any service-related problems the first time within the Service Response and Repair Time stated above. If any service-related problem under this Service Level Agreement occurs twice within any 2-month period, only the affected Customer location relating to this Service Level Agreement can be moved to another provider without penalty. ♣
Time to correct:	1 business day

* Services must be currently available and migratable from underlying service provider or a reseller of service providers' services. Moves, adds, changes, deletions ("MACDs") must be for eligibly available services with the underlying service provider or reseller of service provider's services. Service moves are subject to quote from the underlying service provider or reseller of service provider's services. Expedites are available upon request for an additional fee.

* Installations of new lines that require site-visit or involve more than 4 lines are quoted on an individual case basis (ICB). Lingo will meet or beat the quoted due date or guaranteed 30- business day installation interval.

♣ Problems caused by Customer equipment or changes to their equipment or incompatibility with Lingo's network or the network of any Lingo supplier are not covered under this agreement. Acts of God out of Lingo's or any Lingo supplier's control are not covered under this agreement. Lingo and its suppliers will do anything and everything to correct these types of situations. To invoke this guarantee, Customer must give written notice of the problem to Lingo and allow Lingo reasonable time to correct the problem. Written notice may be given by mail, email to contracts@lingo.com or by fax. If a service-related problem occurs and Customer accepts a credit or negotiated settlement satisfactory to the Customer from Lingo as compensation of such problem, such acceptance of a credit or negotiated settlement constitutes agreement that service-related problem is resolved to their satisfaction and is considered a waiver of the right to move affected location to another provider. Certain services such as PRI, Fiber Dedicated Internet Access and other high cost services will require the Customer to pay back any pre-paid non- recurring charges ("NRCs") or promotional credits provided under their agreement.

Upfront Processing Time

Lingo performs many steps before the actual submission of the order to the Provisioning groups. The below upfront processing time is not part of any of the aforementioned SLA intervals. The SLA installation intervals are based on the Provisioning time from when the Provisioning group receives the order through completion of the order; this does not include upfront processing time of each order. The SLA intervals for all products are based on the actual installation intervals and credits will be honored based on the installation intervals only and will not take into consideration the time needed to process the Customer onboarding, coordination activities, and/or upfront processing time. The standard upfront processing time is stated below:



Day 0 - Contract Signed	Day 0 – 2 Order Submission	Day 2 - Order Released to Account Management and Service Fulfillment Teams	Day 4 - Welcome Call	Day 11 - Kickoff Call with your Lingo Implementation Team	By Day 16 - Provisioning Begins
Day 0	Up to 2 Business Days	Up to 2 Days	Up to 7 Days	3 - 5 Days	Up to 2 Days



SCHEDULE C: Lingo - Acceptable Use Policy

Introduction

This Acceptable Use Policy sets forth the guidelines for acceptable use of all products and services offered by Lingo Telecom, LLC. dba Lingo dba BullsEye (provider of services under the Lingo, BullsEye, Impact Telecom, Excel Telecommunications, VarTec Telecom, Trinsic, Matrix Business Technologies, Americatel, Startec, Teligent, 1010123, 1010719 and 1016868 brand names), hereinafter "Lingo."

Lingo seeks to promote a high level of responsible behavior in connection with the use of the Internet and all Lingo's communications products and services. All users are required to comply with all Lingo terms and conditions and this Acceptable Use Policy, along with any applicable agreements, as well as any applicable tariffs or service schedules. Each user is strictly responsible for its compliance with, and its customers' compliance with, this Acceptable Use Policy, as well as the policies of any other networks accessed by the user.

Disclaimers and Indemnification

Subject to the other provisions of this Acceptable Use Policy, Lingo provides an unfiltered connection to the Internet via its IP-related Services. Lingo is not responsible for any materials accessible on or through Lingo's products or services. No data, documents, materials, or information that enters the Network is reviewed before being transmitted to users. Accordingly, Lingo neither controls nor accepts responsibility for the content of any, but not limited to, communications that are transmitted or made available to users, regardless of whether they originated from users of our IP-related Services. Users are solely and fully responsible for their content.

In addition, Lingo expressly disclaims any responsibility for the accuracy or quality of information provided by third parties that may be obtained through the use of our IP-related Services. ALL MATERIAL AND INFORMATION OBTAINED BY ANY USER THROUGH OUR INTERNET ACCESS IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY RELATED TO PRIVACY, SECURITY OR INTEGRITY OF ANY DATA USER TRANSMITTED OVER THE INTERNET. IN NO EVENT WILL LINGO BE LIABLE FOR ANY DAMAGES, EITHER DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, FOR USE OF OR INABILITY TO USE LINGO'S INTERNET ACCESS, OF ANY KIND, DELAY OF OR PARTIAL DELIVERY, TERMINATION OR RIGHTS OF LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, OR TO PROVIDE ANY INDEMNIFICATION OR ANY OTHER REMEDY TO ANY USER OF LINGO'S INTERNET ACCESS. USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING AND ACCESSING OUR IP-RELATED SERVICES. This limitation will not apply to claims relating to death or personal injury, which arises out of products deemed to be consumer goods under applicable law. To the extent that the jurisdiction to which any user is subject does not allow any part of such limitation, such part does not apply. Lingo does not warrant that our IP-related Services will meet any user's requirements, or that it will operate in combination with any software and/or services, which any user may select to use, that the operation of our Internet Access service will be uninterrupted or error free, that any errors will be corrected and/or that our IP-related Services will meet any particular criteria of performance or quality.

You agree to indemnify, defend and hold harmless Lingo, its partners, agents, independent representatives and employees from and against any damages, judgments, expenses and other liabilities resulting from any final determination that the data, information and/or content stored, received or transmitted, now or in the future, from your account, infringes trademark, service mark, trade secret, trade dress, copyright, patent, right of privacy, right of publicity, moral rights or other intellectual property rights and from any other damages, claims or suits or actions which may arise,



now or in the future, as a result of your use of our IP-related Services. This indemnification shall survive any termination of use of our IP-related Services.

IP Numbers and Domain Names

Users may only use: (i) IP numbers assigned by Lingo for applicable products and services and (ii) domain names for which they have registered and must keep current information on file with the registrar.

Customer Security Measures

Any and all users of our IP-related Services are responsible for their own security measures and for configuring their own IT systems to provide the maximum accountability possible. Users are also solely responsible for ensuring the confidentiality of account information, data, and password access. At any time if an end user finds that the end user's security has been breached, the end user is responsible for reporting the violation and handling the repair to stop the violation.

Security

Any and all users of our IP-related Services are individually responsible for immediately notifying Lingo should the user become aware of any situation that may in way affect our products and services and/or our Network or systems. A server that is compromised has the potential to be disruptive to our Network and other users. For that reason, Lingo reserves the right to take your server offline without your consent if it is accessed or manipulated by a third party. Lingo does not represent or warrant to anyone any obligation regarding monitoring or policing of activities which may occur while customers use our products and services, nor does Lingo have any liability to any party, including our customers or their customers, regarding any violation of this Acceptable Use Policy.

Filters

Lingo reserves the right to use any appropriate and necessary devices to ensure compliance with the Acceptable Use Policy including but not limited to installation of any equipment and or systems that will allow Lingo to filter and/or terminate service to our IP-related Services.

Prohibited Use

You agree to comply with all applicable local, state, and federal laws and regulations regarding use of all products and services provided by Lingo. The following is an outline of some of the prohibited uses of our services. The examples of prohibited use set forth below and throughout this Acceptable Use Policy are non-exclusive and are provided as guidelines to customers and other users of our products and services.

Our products and services may only be use for lawful purposes. The transmission, distribution, or storage of any information, data, or material in violation of any applicable law or regulation is prohibited. Without limitation of the foregoing, it is strictly prohibited to create, transmit, distribute, upload or post and/or store any information, data, or material which in our sole discretion:

- Infringes any copyright, patent, trademark, trade secret, or other intellectual property right. Is obscene, indecent or constitutes, fosters, or promotes child pornography. All illegal pornography is prohibited.



- Is libelous, defamatory, hateful, racist, malicious, treasonous, promotes or incites violence, threatens national security, or public health and safety, constitutes an illegal threat or abuse, or is in any way illegal or unlawful.
- Violates export control laws or encryption laws.
- Encourages conduct that would constitute a criminal offense or give rise to civil liability.
- Violates or is alleged to violate federal or state laws applicable to Internet usage, state "spam" laws, the federal CAN-SPAM Act, FCC, and State Robocall laws, or any other applicable law or regulation.
- Potentially exposes Lingo to any civil or criminal liability.
- Is unfair or deceptive under the consumer protection laws of any state.
- Exposes confidential or proprietary information of Lingo or any other party.
- Is used for any unlawful purposes or activities whether civil or criminal.

The following general actions are considered "abuse" and are violations of this Acceptable Use Policy and are strictly prohibited. The following outline is not considered exclusive and is only to be used as a general guideline. Our services and products shall not be used:

- to attempt to gain unauthorized access to Lingo's Network or systems or attempt to breach its authorization protocols or security measures.
- to obstruct, restrict or inhibit any other user, whether a customer of Lingo or a user of any other system or network, from using any of Lingo's services or products.
- to impersonate another user or otherwise falsify one's username in email or any post to any newsgroup or mailing list.
- in any manner that constitutes in any way harassment, whether through language, frequency or size of message.
- for creating, forwarding, posting or distribution of chain messages of any type. This includes but is not limited to any messages also referred to as "Pyramid" or "Ponzi" schemes.
- to forge message headers or a sender's identity or taking any similar action with the intent of bypassing restrictions or limit on access to a specific service or site. This does not restrict the legitimate use of aliases or anonymous re-emailers.
- to falsify identity or contact information to circumvent this Acceptable Use Policy. This does not restrict the legitimate use of aliases or anonymous re-emailers.
- for attempts to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods or document use of Lingo's products and services.
- to maintain a continuous connection to the Internet namely unattended automated operations or server connectivity applications, or continuously reconnect to the Internet even when you are not actively using the connection. If a user session on "dial-up" connection is connected for a suspicious period of time, we may terminate the session.
- in email address "harvesting" or "dictionary attacks."
- to send massive quantities of data (i.e., "flooding" with ICMP, SMTP, or any other type of traffic that exceeds accepted norms or size or frequency) with the intent of filling circuits, overloading systems, and/or crashing hosts.
- in a manner that degrades, causes disruption to, harms Lingo's service, Network, or systems.
- to attack or disable any user, host or site, nor shall any files containing a computer virus or corrupted data be intentionally transmitted.
- to distribute or propagate any type of program, script, or command designed to interfere with the use, functionality, or connectivity of any Internet user, host or system or site.
- to propagate messages, via email, instant message or otherwise, that contain computer worms, viruses, control characters or Trojan horses.
- to intentionally inject false information or data into the Internet.
- to disrupt newsgroups with materials, postings, or activities that are (as determined by Lingo in its sole discretion) frivolous, unlawful, obscene, threatening, abusive, libelous,



hateful, excessive, or repetitious, unless such materials or activities are expressly allowed or encouraged within the specific newsgroup, and you must comply with the rules for content and commercial USENET & IBC postings for groups.

- to post any advertisement or other commercial solicitation to any newsgroup. Lingo's reserves the right to, in its sole discretion, to determine whether a post constitutes an advertisement or commercial solicitations.
- to post a single article or substantially similar articles to an excessive number of newsgroups or mailing lists or continued posting will be considered off-topic when it provokes complaints from the regular readers or the newsgroup or is deemed so by Lingo. A violation of this policy will result in immediate termination of the user account.
- to post binary files to newsgroups whose charter does not specifically allow for such files.
- to post via Lingo's Internet access any solicitation for mail-back to an email address (including address on non-Company users) with the intention of bypassing this Acceptable Use Policy.
- to cancel newsgroup posting other than their own or using autoresponders or cancel-bots (or similar automated or manual routines), which generate excessive network traffic or disrupt Usenet newsgroup/email use by others (except in cases of official newsgroup moderators performing their duties).
- to engage in "Excessive Cross-Posting" (ECP) or "Excessive Multi-Posting" (EMP) or "Usenet SPAM" or "Mail bombing" (no matter what the content might be) as generally defined by the Internet community.
- in filtering messages (e.g., NoCem) in an intrusive manner.
- to perform any unauthorized creation, cancellation, or removal of any newsgroups.
- in the exploitation of any scripts presented on web pages (e.g., forms for answering questions or for entering data).
- to perform "walking" a database for the purpose of collecting data contained therein (whether this behavior requires that the reader of the page must knowingly ignore files such as "robot.txt" which is designed to guide cataloguing robots/programs).
- to operate a robot on a site's page after the site has requested that the behavior cease.
- to configure a web page to act maliciously against users that visit that web page.
- to create and cancel accounts with the sole purpose of gaining financial advantage in the form of customer points, usage commissions or any other financial advantage.

If Lingo determines, in our sole discretion, that any other abuse, or inappropriate or illegal activity is occurring, Lingo reserves the right to suspend or terminate access or use of our products and services for or exercise other rights and remedies set forth in this Acceptable Use Policy.

Suspension or Termination

In the event that any user of Company products or services engages in any conduct that in any way violates this Acceptable Use Policy, or is in any way illegal or improper, Lingo reserves the right to suspend and/or terminate the service or the users access to Lingo products and services. In the event of any suspension, termination or adverse action by Lingo, the user remains responsible for timely remittance of all charges and fees for the remainder of the contract term.

Lingo will under normal circumstances and conditions attempt to contact and notify you in the event that we become aware of activity that violates this Acceptable Use Policy to request that the customer cease and desist in any activities in violation of this Acceptable Use Policy. However, you are advised that in the event of a threat to the operations to Lingo or in the event that Lingo becomes aware of activities that are (or are suspected to be) improper or illegal, or where the operation of our network is threatened, Lingo reserves the right to immediately suspend and/or terminate the product and/or service without notification. Lingo also reserves the right to take appropriate actions against any user who violates the terms and conditions of this Acceptable Use Policy or who have



Company-assigned IP numbers listed on abuse data sites such as NJABL and Spews. Customers waive the right to any credit under a service level agreement when the interruption is due to an Acceptable Use Policy violation.

Charges

Lingo reserves the right to directly charge any user for its hourly costs associated with any users' breach of this Acceptable Use Policy and corresponding materials or equipment needed to address the breach, including investigation or remedy of the breach, allegations by third parties, or subpoenas or requests for information.

Investigations and Cooperation with Law Enforcement

Each user is responsible for providing reasonable assistance to Lingo in investigating and resolving issues, problems, and/or complaints arising out of the services provided to such user. In the event of suspected, alleged, or actual illegal activity or other inappropriate activity, Lingo will notify and/or cooperate with applicable law enforcement authorities for potential civil, criminal investigation, prosecution, or lawsuit. In the event Lingo receives a formal or informal request for assistance from a law enforcement authority in respect of suspected, alleged, or actual illegal conduct, Lingo reserves the right to notify or to cooperate with law enforcement authorities in accordance with state and federal law. Customer will have no cause of action whatsoever for any such notification of, or cooperation with, law enforcement authorities.

Policy Modifications

Lingo reserves the right to modify, alter or otherwise update this Acceptable Use Policy, including imposing additional reasonable restrictions on use, from time to time without notice, and such modifications will be effective immediately upon posting on the website. In addition, you agree to review this Acceptable Use Policy periodically to be aware of such modifications and your continued access or use of our products and services will be deemed your conclusive acceptance of the modified Acceptable Use Policy.

Copyrighted Works

Our service and/or equipment may not be used, in any manner or means, to violate protected works of copyright holders. Lingo reserves the right to terminate the service of copyright infringers.

Any complaint regarding alleged copyright infringement by someone should be sent to:

Lingo Telecom, LLC.
Attn.: Legal Department
25925 Telegraph Road, Suite 210
Southfield, MI 48033
legal@lingo.com

To be effective, a notification of claim of copyright infringement must be provided in writing and must include the following information:

- A physical or electronic signature of the owner of or a person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed.



- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Lingo to locate the material.
- Information reasonably sufficient to permit Lingo to contact the Complaining Party, such as an address, telephone number, and, if available, an electronic mail address at which the Complaining Party may be contacted.
- A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is the owner of or is authorized to act on behalf of an exclusive right that is allegedly infringed.

Verison 10.2023








TASK1718722--Lingo-Select Medical-Lingo Master Services Agmt w exh

Final Audit Report

2023-11-02

Created:	2023-11-01
By:	Gabriella Nater (GNater@selectmedical.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_t59jovuDYTX2P5JMT1lwnFdrImW_o9d

"TASK1718722--Lingo-Select Medical-Lingo Master Services Agmt w exh" History

-  Document created by Gabriella Nater (GNater@selectmedical.com)
2023-11-01 - 5:51:29 PM GMT- IP address: 204.90.98.254
-  Document emailed to Paul Finkbeiner (pfinkbeiner@selectmedical.com) for approval
2023-11-01 - 5:52:10 PM GMT
-  Email viewed by Paul Finkbeiner (pfinkbeiner@selectmedical.com)
2023-11-01 - 11:43:38 PM GMT- IP address: 172.225.31.0
-  Document approved by Paul Finkbeiner (pfinkbeiner@selectmedical.com)
Approval Date: 2023-11-02 - 1:10:17 AM GMT - Time Source: server- IP address: 204.90.98.254
-  Document emailed to Brian Rusignuolo (brusignuolo@selectmedical.com) for signature
2023-11-02 - 1:10:19 AM GMT
-  Document e-signed by Brian Rusignuolo (brusignuolo@selectmedical.com)
Signature Date: 2023-11-02 - 5:53:13 PM GMT - Time Source: server- IP address: 204.90.98.254
-  Agreement completed.
2023-11-02 - 5:53:13 PM GMT