DARK FIBER LICENSE AGREEMENT

This DARK FIBER LICENSE AGREEMENT (this "Agreement") is entered into as of November 6, 2026, between Zito Media Communications, LLC, d.b.a. Zito Business which has a place of business at 102 South Main Street, Coudersport, PA 16915 ("ZITO") and Reading School District, having a place of business at 800 Washington Street, Reading, PA 19601 ("LICENSEE").

WHEREAS, ZITO has acquired or intends to acquire easements, conduit rights, pole attachment and license agreements to construct, install, operate, maintain, modify, replace or remove a redundant communications transmission system in and around Pennsylvania; and

WHEREAS, ZITO has installed, constructed, operated and maintained, or intends to install, construct, operate and maintain, an optical fiber communication transmission system consisting of one or more strands of optical fiber (the "ZITO Fiber System"), and ZITO intends to provide certain communications services using the ZITO Fiber System; and

WHEREAS, LICENSEE desires to license certain specific strands of the ZITO Fiber System from ZITO; and

WHEREAS, ZITO agrees to grant such license subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS

As used in this Agreement:

1.0 Addendum or Service Order means an executed supplement to this Agreement that may contain detailed information describing specific LICENSEE's Fiber Optic Facilities segment(s), including, without limitation, the Route, the particular Strands of Dark Fiber that will constitute LICENSEE's Fiber Optic Facilities, and the location and manner in which such Strands of Dark Fiber will enter and exit the ZITO Fiber System, and any applicable license fee(s).

1.1 Authorized Use means the use of LICENSEE's Fiber Optic Facilities by LICENSEE and/or its employees, officers, agents or authorized end users for communications purposes; provided that Authorized Use shall not include any use which would be in violation of any law, rule, regulation or order of any governmental authority having jurisdiction over such LICENSEE's Fiber Optic Facilities.

1.2 Dark Fiber means one or more fiber optic Strands subject to this Agreement through which an associated light, signal or light communication transmission must be provided to furnish service.

1.3 Fiber Optic Facilities means certain fiber optic cables composed of one or more Strands of single mode optical fibers, which cables are owned by ZITO and installed along a defined route.

1.4 Hazardous Substances include any substance the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law or any substance which is or becomes defined as "Hazardous Waste," "Hazardous Substance," pollutants, toxic substances, compounds, elements, or chemicals pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), as

amended, or any other federal, state or local environmental cleanup laws. Hazardous Substances also include asbestos, lead paint, Polychlorinated Biphenyls ("PCBs") and radon gas.

1.5 Hazardous Discharge means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of Hazardous Substances from, in, or onto the ZITO Fiber System.

1.6 LICENSEE's Fiber Optic Facilities means specific Strands of Dark Fiber included within the Fiber Optic Facilities which are designated and set forth in an Addendum or Service Order, as applicable, and licensed to LICENSEE hereunder.

1.7 Route means a delineated segment of the ZITO Fiber System containing LICENSEE's Fiber Optic Facilities and defined by Addendum or Service Order, as applicable, to include physical end points, distance, and fiber count.

1.8 Strands means individual fiber optic strands within the Fiber Optic Facilities.

1.9 Taxes means all sales, use, gross receipts, excise, access, bypass and other local, state and federal taxes, charges, fees and surcharges (including, without limitation, telecommunications taxes, universal service fees, franchise fees and other similar charges), however designated, imposed on or based upon the provision, lease, license, sale or use of LICENSEE's Fiber Optic Facilities, but excluding any taxes assessed upon the net income or imposed upon the capital of ZITO.

2. GRANT OF LICENSE

Subject to Section 3, ZITO grants to LICENSEE and LICENSEE accepts from ZITO an exclusive and indefeasible license solely for the Authorized Use of LICENSEE's Fiber Optic Facilities within the ZITO Fiber System as set forth in this Agreement and Addenda or Service Orders entered into hereunder (the "License"). LICENSEE shall have no further right, title or other interest in the ZITO Fiber System or in LICENSEE's Fiber Optic Facilities. The parties acknowledge and agree that during the "Term" (as defined herein), the License granted to LICENSEE shall be exclusive and that ZITO shall not grant any license, access, use or similar right in or to LICENSEE's Fiber Optic Facilities (or any portion thereof) to any third party; provided, however, that ZITO may grant any third party a license, access, use or similar right in or to any portion of the ZITO Fiber System (or any other property of ZITO) other than LICENSEE's Fiber Optic Facilities.

3. WORK

3.1 ZITO shall use best efforts to provide, construct and install the Fiber Optic Facilities within the ZITO Fiber System along the Route within the amount of time specified in each Addendum or Service Order to this Agreement (in each case, the "Construction Completion Date"). ZITO covenants that the segments of the Fiber Optic Facilities along the Route that it constructs pursuant hereto shall be constructed substantially and in all material respects in accordance with standard outside plant. Work shall include the labor and materials.

3.2 ZITO shall test LICENSEE's Fiber Optic Facilities in accordance with Exhibit A to this Agreement to verify that LICENSEE's Fiber Optic Facilities are installed and are operational in accordance with the fiber optic specifications included on Exhibit B to this Agreement. When ZITO has completed its testing and determined in its reasonable discretion that specifications included on Exhibit B to this Agreement have been met in all respects, ZITO shall promptly notify and provide LICENSEE with the fiber test results in writing.

3.3 When ZITO gives written notice to LICENSEE that LICENSEE's Fiber Optic Facilities are complete, LICENSEE shall test LICENSEE's Fiber Optic Facilities and provide ZITO with notice accepting or rejecting LICENSEE's Fiber Optic Facilities (which notice shall specify the defect or failure that is the basis for any such rejection). If LICENSEE fails to notify ZITO of its acceptance or rejection of LICENSEE's Fiber Optic Facilities within fourteen (14) days after LICENSEE's receipt of notice from ZITO in accordance with Section 3.2 above, LICENSEE shall be deemed to have accepted LICENSEE's Fiber Optic Facilities. If LICENSEE notifies ZITO of its rejection of LICENSEE's Fiber Optic Facilities in accordance with this Section 3.3, ZITO shall, at its own cost and expense, promptly remedy any applicable defect or failure in accordance with the specifications included on Exhibit B to this Agreement. The date of any notice of acceptance (or deemed acceptance) by LICENSEE of LICENSEE's Fiber Optic Facilities shall be the "Acceptance Date". Notwithstanding any provision of this Agreement to the contrary, if the Acceptance Date occurs after December 31st, 2027 subject to the extensions and exclusions in Exhibit E, ZITO acknowledges and agrees that it shall be subject to the Delivery Service Level Agreement set forth on Exhibit E (including, without limitation, the credit and reimbursement provisions in favor of LICENSEE set forth therein).

3.4 The "Service Commencement Date" is January 1, 2028, or the Acceptance Date if later. LICENSEE may, by written notice to ZITO, set an earlier Service Commencement Date on or after the Acceptance Date. Before the Service Commencement Date, LICENSEE shall not carry production traffic on LICENSEE's Fiber Optic Facilities except for acceptance testing. Until the Service Commencement Date, ZITO shall continue to provide existing services under the parties' Dark Fiber License Agreement executed in 2017 and its diverse fiber addendum, which terminate on the Service Commencement Date without charge or penalty.

4. LICENSE FEES

4.1 LICENSEE shall pay to ZITO a license fee according to the terms and conditions specified in the applicable Addendum or Service Order; provided, however, that in no event shall LICENSEE be obligated to pay ZITO any license fee (or portion thereof) prior to the Service Commencement Date.

4.2 All undisputed payments not made when due shall bear a late payment charge of one and one-half (1½%) percent per month of the unpaid balance or the highest lawful rate, whichever is less.

5. TERM

The term of the Agreement shall commence on the date of this Agreement and, subject to the further terms and conditions set forth herein, shall continue in full force and effect for a period of **two hundred forty (240) months** after the Service Commencement Date (the "Initial Term"). Upon expiration of the Initial Term and any "Renewal Term" (as defined herein), this Agreement shall be renewed on a month-to-month basis (each such month, a "Renewal Term") for up to a period of twenty-four (24) months after the expiration of the Initial Term unless LICENSEE delivers notification of non-renewal to ZITO on or prior to the date of any such renewal. The Initial Term and any Renewal Term are collectively referred to herein as the "Term".

6. MAINTENANCE AND OPERATION

6.1 ZITO shall be solely responsible for maintaining LICENSEE's Fiber Optic Facilities at all times, including without limitation, all splicing. LICENSEE shall provide ZITO with reasonable access to LICENSEE's facilities for purposes of performing said maintenance. In the event of service outages, interruptions, malfunctions, or other technical problems or maintenance requests, ZITO shall be subject to the service levels and response times set forth in Exhibit D.

6.2 Unless otherwise agreed by the parties and set forth in the applicable Addendum or Service Order, LICENSEE shall solely be responsible, at its own expense, for the construction, installation, operation, maintenance, repair and any other activity engaged by or on behalf of LICENSEE for all light communications transmission equipment and other terminal equipment and facilities required in connection with the use, electronics or signals of LICENSEE's Fiber Optic Facilities.

6.3 ZITO shall be responsible for all necessary splicing on the ZITO Fiber System. Where the ZITO Fiber System connects to LICENSEE's Fiber Optic Facilities, the associated Addendum or Service Order will detail and describe the parties' respective splicing responsibilities.

6.4 Should LICENSEE perform, authorize, or contract for any splicing or other services relating to the maintenance of LICENSEE's Fiber Optic Facilities not in accordance with the provisions of this Agreement (specifically, Section 6.1 providing that ZITO shall be solely responsible for maintaining LICENSEE's Fiber Optic Facilities at all times, including without limitation, all splicing) (collectively, "Unauthorized Services"), ZITO may, at its option and upon prior written notice to LICENSEE, correct any defects or other conditions caused by any such Unauthorized Services; provided, however, that if ZITO reasonably determines that any such Unauthorized Services pose an immediate threat to the physical integrity of the ZITO Fiber System, then ZITO may perform such work and take such action as it deems reasonably necessary to remedy and/or eliminate such threat. As soon as practicable thereafter, ZITO shall advise LICENSEE of the work performed and the action taken and shall make commercially reasonable efforts to arrange for re-accommodation of any portion of LICENSEE's Fiber Optic Facilities so affected. LICENSEE shall promptly reimburse ZITO for all reasonable costs incurred by ZITO for all such work, action and re-accommodation performed by ZITO so long as ZITO provides LICENSEE with appropriate documentation evidencing all such costs incurred by ZITO.

6.5 LICENSEE shall, at its sole cost and expense, promptly respond to and remediate any Hazardous Discharge that is caused by LICENSEE and results in damage to the ZITO Fiber System.

6.6 ZITO shall be responsible for obtaining and maintaining from the appropriate public or private authority any pole attachment agreements, franchises, licenses, state, local or right-of-way permits or other authorizations required to enter upon the property where the ZITO Fiber System is located and to operate and maintain LICENSEE's Fiber Optic Facilities on the ZITO Fiber System. LICENSEE will not engage in any activity which affects ZITO's right-of-way interests without prior written consent from ZITO.

6.7 LICENSEE, at its sole cost and expense, shall (i) use LICENSEE's Fiber Optic Facilities and (ii) conduct all work in or around the ZITO Fiber System in a safe condition and in a manner reasonably acceptable to ZITO, so as not to physically, electronically or inductively conflict or interfere or otherwise adversely affect the ZITO Fiber System or the facilities placed therein by ZITO, or other authorized licensees of Fiber Optic Facilities.

6.8 LICENSEE must obtain prior written authorization, which such authorization shall not be unreasonably withheld, conditioned or delayed, from ZITO approving any further work and the party performing such work before LICENSEE shall perform any work in or around the ZITO Fiber System.

6.9 In the event LICENSEE receives information indicating that the Fiber Optic Facilities are damaged, it shall promptly notify ZITO of said damage by phone at (877) 742-8272 or through ZITO's customer portal. Telephone reporting shall remain available 24 hours a day, 7 days a week, and a portal ticket is notice under Exhibit D as of the time it is submitted. In the event ZITO receives information that LICENSEE's Fiber Optic Facilities are damaged, ZITO will promptly notify LICENSEE of said damage by phone at 484-258-7000 **ext:011116**. In each case, the caller shall provide the following information:

1. Name of entity making report.
2. Location reporting problem.
3. Name of contact person reporting problem.
4. Description of the problem in reasonable detail.
5. Time and date the problem occurred or began.
6. Where ZITO is the reporting party, a reasonable estimation of the severity of the problem and the impact on LICENSEE's Fiber Optic Facilities.

6.10 The location and manner in which LICENSEE'S Fiber Optic Facilities will enter and exit the ZITO Fiber System shall be contained in each executed Addendum or Service Order.

6.11 If ZITO intends to move, replace or change the location, alignment or grade of the ZITO Fiber System, ZITO shall promptly notify LICENSEE thereof in writing and shall, concurrently with such move, replacement or change, relocate LICENSEE's Fiber Optic Facilities without any degradation or interruption of service at ZITO's sole cost and expense.

7. OWNERSHIP

7.1 Except with respect to the License granted to LICENSEE hereunder, (a) LICENSEE's Fiber Optic Facilities shall at all times remain the sole and exclusive property of ZITO and beneficial and legal title thereto shall be held by ZITO, and (b) neither the provision by ZITO or the use by LICENSEE of LICENSEE's Fiber Optic Facilities hereunder, nor the payments by LICENSEE contemplated hereby, shall create or vest in LICENSEE any easement, interest, or any other ownership or property right of any nature in LICENSEE's Fiber Optic Facilities or Strands. LICENSEE shall not grant any security interest in LICENSEE's Fiber Optic Facilities or any part or component thereof without ZITO's prior written consent.

8. EMINENT DOMAIN

8.1 If there is a taking of all or a portion of LICENSEE's Fiber Optic Facilities by right or threat of eminent domain (a "Taking") which, as reasonably agreed upon by the parties, results in the remainder of LICENSEE's Fiber Optic Facilities being unable to be restored to a condition suitable for LICENSEE's business needs within ninety (90) days from the date of the Taking (a "Substantial Taking"), this Agreement (or the Addendum or Service Order subject to such Taking, if less than all of LICENSEE's Fiber Optic Facilities) shall terminate. In the event of any such termination, any periodic LICENSEE fee and/or maintenance fee payable by LICENSEE hereunder or thereunder shall terminate effective as of the date of the Substantial Taking and ZITO shall promptly return to LICENSEE the applicable pro rata portion of any pre-paid license fees and maintenance fees paid by LICENSEE based on the effective date of such termination. If there shall be a Taking which does not constitute a Substantial Taking, this Agreement and the Addendum or Service Order specifying LICENSEE's Fiber Optic Facilities subject to such Taking shall not be terminated, but ZITO shall restore LICENSEE's Fiber Optic Facilities to its condition prior to the Taking as promptly as practicable.

9. INDEMNIFICATION

9.1 ZITO shall indemnify, defend, and hold harmless LICENSEE and each of LICENSEE's directors, board members, officers, employees, representatives and agents (collectively, the "LICENSEE Indemnitees") from and against, and shall pay any and all losses, liabilities, damages, fines, penalties and claims, and all related costs and expenses (including, without limitation, all reasonable attorneys' fees and disbursements, and reasonable costs of investigation, litigation, settlement, judgment, interest and penalties) (collectively, "Losses") sustained or incurred by the LICENSEE Indemnitees in connection with, any claim, demand, action, suit or proceeding (collectively, "Claims") arising out of or relating to: (a) bodily

injury (including death) or damage to tangible personal or real property (including electronic/computer data loss or damage) caused by the acts, errors or omissions of ZITO or any of its employees, contractors, representatives or agents providing services hereunder; (b) an actual or alleged breach by ZITO of any agreement between ZITO and any third party in relation to this Agreement; (c) ZITO's failure to comply with applicable laws in connection with its performance under this Agreement; (d) ZITO's breach of any representation, warranty, covenant or other obligation under this Agreement or an applicable Addendum or Service Order; and (e) ZITO's negligence or willful misconduct in connection with its duties or obligations hereunder.

LICENSEE shall indemnify, defend, and hold harmless ZITO and each of ZITO's directors, board members, officers, employees, representatives and agents (collectively, the "ZITO Indemnitees") from and against, and shall pay any and all Losses sustained or incurred by the ZITO Indemnitees in connection with any Claim arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property (including electronic/computer data loss or damage) caused by the acts, errors or omissions of LICENSEE or any of its employees, contractors, representatives or agents providing services hereunder; (b) an actual or alleged breach by LICENSEE of any agreement between LICENSEE and any third party in relation to this Agreement; (c) LICENSEE's failure to comply with applicable laws in connection with its performance under this Agreement; (d) LICENSEE's breach of any representation, warranty, covenant or other obligation under this Agreement or an applicable Addendum or Service Order; and (e) LICENSEE's negligence or willful misconduct in connection with its duties or obligations hereunder.

9.2 Each party shall indemnify, defend, and hold harmless the other party and each of such other party's directors, board members, officers, employees, representatives and agents (collectively, the "Indemnified Parties") from and against, and shall pay any and all Losses sustained or incurred by such Indemnified Parties in connection with, any Claims arising out of or relating to: (a) any Hazardous Discharge resulting from the acts or omissions of such party; (b) any acts or omissions of such party or its agents or representatives in connection with any cleanup resulting from any Hazardous Discharge for which such party is responsible under applicable law; or (c) the failure of such party to comply with any applicable environmental, health or safety laws.

9.3 Notwithstanding any provision of this Agreement to the contrary, neither party shall be liable to the other for any special, consequential or indirect damages (including, by way of illustration, lost revenues and lost profits) arising out of or relating to this Agreement or any Addendum or Service Order, whether alleged as a breach of contract, tortious conduct or otherwise; provided, however, that the limitations on liability set forth in this Section 9.3 shall not apply with respect to: (a) Claims arising as a result of bodily injury (including death) or damage to tangible personal or real property (including electronic/computer data loss or damage), caused by a party or its employees, contractors, representatives or agents; (b) a party's breach of its obligations under Sections 11 or 23 of this Agreement; (c) Claims arising as a result of third party claims, demands, actions, suits or proceedings against a party to be indemnified hereunder; or (d) a party's or its respective employees', contractors', representatives' or agents' gross negligence, willful misconduct, or fraud.

10. INSURANCE

ZITO agrees to obtain and maintain insurance issued by one or more reputable insurance carriers with ratings of at least an A- and a financial size category of at least Class VI by A.M. Best which protects LICENSEE from and against all Losses of insurable kind and nature which may arise from or are related to this Agreement and the activities to be undertaken by ZITO hereunder.

11. COMPLIANCE WITH LAWS

Notwithstanding anything to the contrary in this Agreement, each party shall ensure that any and all activities it performs pursuant to this Agreement shall comply with all applicable laws. Without limiting the generality of the foregoing, each party shall comply with all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) Federal Social Security laws, (iv) the Fair Labor Standards Act, and (v) all laws, regulations, rules, guidelines, policies, orders, permits, and approvals of any governmental authority relating to environmental matters and/or occupational safety.

12. DISCLAIMER OF WARRANTIES

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN AN APPLICABLE ADDENDUM OR SERVICE ORDER, ZITO MAKES NO WARRANTIES REGARDING THE SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT AND MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. RESERVED

14. LIENS

Each party shall keep the ZITO Fiber System and other property of ZITO free from all mechanic's, artisans, materialman's, architect's, or similar services' liens which arise in any way from or as a result of such party's activities under this Agreement, and, in the event of the occurrence of any such liens, each party shall use its commercially reasonable efforts to discharge or otherwise release such liens as promptly as practicable thereafter.

15. DEFAULT PROVISIONS AND REMEDIES; TERMINATION RIGHTS

15.1 Each of the following shall be deemed an event of default by LICENSEE under this Agreement (a "LICENSEE Event of Default"):

15.1.1 LICENSEE's failure to pay the license fee or any other sum required to be paid by LICENSEE under the terms of this Agreement for a period of fourteen (14) days after written notice of such payment failure has been delivered by ZITO to LICENSEE;

15.1.2 LICENSEE's breach of or failure to perform or otherwise observe any other terms, covenants, agreements, representations, warranties or conditions applicable to LICENSEE under this Agreement, which breach or failure, if able to be cured, has not been cured by LICENSEE within thirty (30) days (or such longer period, so long as LICENSEE continues to proceed diligently to effect such cure) after written notice of such breach or failure has been delivered by ZITO to LICENSEE;

15.1.3 the filing of a tax or mechanic's lien on the ZITO Fiber System or other property of ZITO that is caused by LICENSEE and is not released, discharged or bonded within thirty (30) days after LICENSEE receives written notice that such lien has been filed; or

15.1.4 the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against LICENSEE under any applicable bankruptcy or similar laws, if such proceedings have not been dismissed or discharged within sixty (60) days after they are instituted, the insolvency of or making of an assignment for the benefit of creditors by LICENSEE, or any action taken by LICENSEE in furtherance of any of the above actions.

15.2 Upon the occurrence of a LICENSEE Event of Default, ZITO, without further notice to LICENSEE in any instance (except where expressly provided for below or by applicable law), may take any one or more of the following actions:

15.2.1 elect to terminate this Agreement and/or any applicable Addendum or Service Order by giving written notice of such termination to LICENSEE, and effective as of the date of such termination, disconnect and remove LICENSEE's Fiber Optic Facilities from the ZITO Fiber System, at LICENSEE's expense; and

15.2.2 if ZITO terminates this Agreement or any Addendum or Service Order under Section 15.2.1 because of a LICENSEE Event of Default, it may declare the unpaid principal balance of any construction charges under the terminated Agreement, Addendum or Service Order due and payable within sixty (60) days after ZITO's notice of termination, excluding financing charges for any month after the termination date. That amount, together with any other amounts then due, is ZITO's sole termination payment; and

15.2.3 exercise any other legal or equitable rights or remedies which ZITO may have under this Agreement or applicable law.

15.3 Each of the following shall be deemed an event of default by ZITO under this Agreement (a "ZITO Event of Default"):

15.3.1 ZITO's material breach of or material failure to perform or otherwise observe any terms, covenants, agreements, representations, warranties or conditions applicable to ZITO under this Agreement, which breach or failure, if able to be cured, has not been cured by ZITO within thirty (30) days (or such longer period, so long as ZITO continues to proceed diligently to effect such cure) after written notice of such breach or failure has been delivered by LICENSEE to ZITO;

15.3.2 the filing of a tax or mechanic's lien on the ZITO Fiber System or other property of ZITO that (a) adversely affects the License granted to LICENSEE under this Agreement, (b) is caused by ZITO and (c) is not released, discharged or bonded within thirty (30) days after ZITO receives written notice that such lien has been filed; or

15.3.3 the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against ZITO under any applicable bankruptcy or similar laws, if such proceedings have not been dismissed or discharged within sixty (60) days after they are instituted, the insolvency of or making of an assignment for the benefit of creditors by ZITO, or any action taken by ZITO in furtherance of any of the above actions.

15.4 Upon the occurrence of a ZITO Event of Default, LICENSEE, without further notice to ZITO in any instance (except where expressly provided for below or by applicable law), may take any one or more of the following actions:

15.4.1 elect to terminate this Agreement and/or any applicable Addendum or Service Order by giving written notice of such termination to ZITO, in which case ZITO shall promptly return to LICENSEE the applicable pro rata portion of any pre-paid license fees and maintenance fees paid by LICENSEE based on the effective date of such termination and LICENSEE shall owe no further construction installments under any Addendum; and

15.4.2 Exercise any other legal or equitable rights or remedies which LICENSEE may have under this Agreement or applicable law.

15.5 LICENSEE shall have the right to terminate this Agreement and/or any applicable Addendum or Service Order upon the occurrence of any of the following (each, a "ZITO Transfer"): (a) a "Change of Control" (as defined below) affecting ZITO; (b) the sale, transfer or disposal of all or any portion of the ZITO Fiber System if such sale, transfer or disposition affects or could reasonably be deemed to affect, directly or indirectly, all or any portion of LICENSEE's Fiber Optic Facilities; or (c) ZITO's assignment, transfer or disposal of this Agreement, an Addendum or a Service Order (or any of its rights or obligations hereunder or thereunder) to an unaffiliated third party. LICENSEE may exercise its termination rights under this Section 15.5 by providing ZITO with written notice of such termination at any time on or prior to the two (2)-year anniversary of (i) the effective date of the ZITO Transfer or (ii) the date on which LICENSEE becomes aware of the ZITO Transfer, whichever is later. For purposes of this Section 15.5, a "Change of Control" shall mean the sale, conveyance or disposal of all or substantially all of ZITO's property, equity or business or the merger into or consolidation with any other company (other than a wholly-owned subsidiary or affiliated entity) or any other transaction or series of related transactions in which more than fifty percent (50%) of the voting power of ZITO is disposed of except for the sole purpose of changing domicile. Notwithstanding the foregoing, LICENSEE may not terminate under this Section 15.5 because of a ZITO Transfer alone if, within thirty (30) days after the ZITO Transfer, the successor or assignee (i) assumes in writing all of ZITO's obligations under this Agreement and each Addendum and Service Order, (ii) holds an active E-rate Service Provider Identification Number (SPIN), (iii) is not on FCC red-light status and is not debarred, suspended or otherwise excluded from federal programs, and (iv) continues the contracted services at the same pricing and on the same terms. If any of these conditions is not met, LICENSEE may terminate under this Section 15.5. Section 15.4.1 shall apply to any termination under this Section 15.5.

15.6 All rights and remedies of the parties set forth in this Agreement shall be cumulative, and none shall exclude any other right or remedy now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

16. RESERVED

17. FORCE MAJEURE

Neither party shall be liable for any default or delay in performing its obligations under this Agreement or an applicable Addendum or Service Order if and to the extent, and then only for the time period, such default or delay is caused by a Force Majeure Event, except to the extent the non-performing party is at fault in causing such default or delay. For purposes of this Agreement, (i) a "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes or any other causes beyond the reasonable control of the affected party whether or not similar to the foregoing, and (ii) in no event will a party's payment obligations under this Agreement be subject to the terms and conditions set forth in this Section 17.

18. SUCCESSION, ASSIGNABILITY

18.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors or assigns.

18.2 Neither party shall assign, transfer, or otherwise dispose of this Agreement, an Addendum, Service Order or any of its rights or obligations hereunder or thereunder without prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that subject to Section 15.5 of this Agreement, either party may assign or transfer this Agreement to a controlling or controlled affiliate or to a successor of such party in the event of reorganization, without the consent of the other party. Notwithstanding the foregoing provisions of this Section 18.2, LICENSEE shall not have the right to

sub-license to any third party the right to use or the use of LICENSEE's Fiber Optic Facilities as provided in and subject to this Agreement, without first obtaining the written consent of ZITO, which consent may be withheld in its reasonable discretion.

18.3 Except as otherwise expressly provided herein or therein, no term or provision of this Agreement or any Addendum or Service Order shall be construed as being for the benefit of any person or entity not a signatory hereto.

19. NOTICES

Any demand, notice or other communication to be given to a party in connection with this Agreement shall be given in writing and shall be given by personal delivery by registered or certified mail, return receipt requested, by telecopy or commercial overnight delivery service addressed to the recipient as set forth as follows or to such other address, individual or telecopy number as may be designated by notice given by the party to the other:

ZITO:

Zito Media Communications, LLC

102 S. Main Street

Coudersport, PA 16915

Attn: General Counsel

Emergency Telephone Number: (877) 742-8272

LICENSEE:

Reading School District

800 Washington Street

Reading, PA 19601

Attn: IT Department

Emergency Telephone Number: **610-371-5646**

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered or certified mail return receipt requested on the date of receipt thereof and, if given by telecopy, the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

20. NON-WAIVER

No delay or omission by either party to exercise any right occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement or any Addendum or Service Order shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants, conditions or agreements to be performed by the other shall not be construed

to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement contained in this Agreement or any Addendum or Service Order.

21. RESERVED

22. HEADINGS

All headings contained in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement or any clause.

23. PENNSYLVANIA RIGHT-TO-KNOW LAW

23.1 ZITO acknowledges that The Pennsylvania Right-to-Know Law (the "RTKL"), 65 P.S. §§ 67.101-3104, applies to this Agreement.

(a) LICENSEE shall notify ZITO in accordance with Section 19 of this Agreement if LICENSEE seeks ZITO's assistance in any matter arising out of the RTKL.

(b) Upon notification to ZITO that LICENSEE has received a request for records under the RTKL, ZITO shall fully assist LICENSEE in responding to the request. Such assistance shall include providing LICENSEE, within three (3) days after the date of LICENSEE's request, with access to, and copies of, any document or information arising out of this Agreement in ZITO's possession that LICENSEE deems a public record (collectively, "Requested Information"), and providing such other assistance as LICENSEE may request in order to comply with the RTKL. If ZITO is unable to provide the Requested Information within three (3) days after LICENSEE's request therefor for one of the reasons specified in the RTKL, ZITO must immediately notify LICENSEE that it will need additional time (not to exceed twenty-five (25) days) to deliver the Requested Information, and shall provide to LICENSEE in writing the reason such additional time is needed. If ZITO fails to provide the Requested Information to LICENSEE within the required time period determined in accordance with this Section 23.1, such failure shall be considered a breach by ZITO of its obligations under this Agreement and ZITO shall pay, indemnify and hold LICENSEE harmless from any damages, penalties, detriment or harm that LICENSEE may incur as a result of such failure.

(c) LICENSEE's determination as to whether the Requested Information is a public record shall be dispositive with respect to such issue, and ZITO agrees not to challenge LICENSEE's determination with respect to such issue; provided, however, that if ZITO considers the Requested Information to be a "Trade Secret" or "Confidential Proprietary Information", as those terms are defined by the RTKL, ZITO will immediately notify LICENSEE of such determination, and will provide a written statement signed by an executive of ZITO explaining why the requested material is exempt from public disclosure under the RTKL within five (5) days of LICENSEE'S written request therefor. If, upon review of ZITO's written statement, LICENSEE elects to provide the Requested Information, ZITO will not challenge such provision and in no event will LICENSEE be liable in any manner therefor.

(d) LICENSEE will reimburse ZITO for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL (if the fee schedule established by the Office of Open Records is inapplicable).

(e) ZITO shall abide by any decision to release a record to the public made by the Office of Open Records, or by any applicable courts or other governmental agency. ZITO hereby waives all rights or remedies that may be available to it as a result of LICENSEE's disclosure of Requested Information pursuant to the RTKL. ZITO's duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement for any reason and shall continue as long as ZITO has Requested Information in its possession.

24. REQUIRED RIGHTS

24.1 ZITO covenants and represents that it will have obtained by the time the LICENSEE's Fiber Optic Facilities are made available to LICENSEE (and shall cause to remain in effect during the Term) all easements, leases, licenses, fee interests, rights of-way, permits, authorizations and other rights necessary and requisite to enable ZITO to grant the License to LICENSEE (the "Required Rights"). ZITO will provide evidence of such Required Rights to LICENSEE upon request.

24.2 If ZITO fails to obtain and/or cause to remain effective all of the Required Rights in accordance with Section 24.1, such failure shall be deemed to be a breach by ZITO of its obligations hereunder and LICENSEE shall have the right to terminate this Agreement and any applicable Addendum or Service Order in accordance with Section 15.4 hereof.

25. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to the other party that: (i) it has full right and authority to enter into, execute, deliver and perform its obligations under this Agreement and any Addendum or Service Order, as applicable; (ii) this Agreement and any Addendum or Service Order, as applicable, constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and (iii) its execution of and performance under this Agreement and any Addendum or Service Order, as applicable, shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court, or body.

26. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement, any Addendum and any Service Order supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter hereof and thereof. There are no understandings or representations, express or implied, not expressly set forth in this Agreement, any Addendum and any Service Order, as applicable. This Agreement, any Addendum and any Service Order, as applicable, shall not be modified or amended except by a writing signed by the parties. The District's WAN RFP FY2027, including Addendum 01, and ZITO's proposal dated October 21, 2026, are incorporated into this Agreement. Where this Agreement, including its Schedules and Exhibits, expressly addresses an issue, it controls over any conflicting term of the RFP or ZITO's proposal, except that the RFP's E-rate requirements (including Lowest Corresponding Price) shall control. Where this Agreement is silent, the RFP and then ZITO's proposal apply. ZITO's sample Master Services Agreement, Telecommunications Service Agreement and other standard terms (proposal Exhibit 2, and the sample SLA in proposal Exhibit 3 other than the Reading School District project SLA) do not apply.

27. RELATIONSHIP OF PARTIES

Neither party (nor any of its employees, contractors, representatives or agents) shall be deemed or otherwise considered a representative, agent, employee, partner or joint venturer of the other.

Further, neither party (nor any of its employees, contractors, representatives or agents) shall have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner.

28. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement, each Addendum, each Service Order and any amendments or other documents executed pursuant hereto or thereto may be executed in multiple counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument. Counterparts may be executed in either original or electronically transmitted form (*e.g.*, faxes or emailed portable document format (PDF) form), and the parties hereby adopt as original any signatures received via electronically transmitted form.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the date first written above.

Zito Media Communications, LLC	Reading School District
By: James Rigas	By:
Name: James Rigas	Name:
Title: Co-President	Title: Board President
Date: 11/6/26	Date:

SCHEDULE A

ADDENDUM/SERVICE ORDER

LICENSEE: Reading School District

Type of Service: Dark Fiber IRU

Order Date: 11/6/26

This Addendum is entered into pursuant to that certain Dark Fiber License Agreement dated _____, 20__ by and between ZITO and LICENSEE (the "Agreement"), which Agreement sets forth the terms and conditions governing the license of LICENSEE's Fiber Optic Facilities by ZITO to LICENSEE thereunder. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Description of LICENSEE's Facilities: See Attachment A: Zito E-Rate WAN Proposal - Reading_Attachment_A_DF_No_NRC_10_21_26.xlsx
2. Preliminary Route Maps and Logic Diagrams and Details [including number of LICENSEE's Fibers and total number of Fibers along each Route, in sufficient detail and clarity to allow calculation of Pro-Rata Share]: See Exhibit C – Fiber Route Documentation
3. License Fee; Payment Terms:

NRC:	$0
MRC:	$10,400.00 ($400/site)

4. Term: See Section 5 of the Agreement.
5. Subject to item 7 below, LICENSEE may add or remove Service Sites or change Service Site locations during the Term without penalty and at the same per building rate included in the Agreement of $400/month.
6. The MRC for any additional LICENSEE locations added during the Term shall remain the same as in the initial proposal of $400 with LICENSEE paying for any up-front construction fees incurred by ZITO. If a District location must be moved during the Term, ZITO may not change the MRC or assess any fees for the location change. LICENSEE will pay for any up-front construction fees incurred by ZITO to complete the fiber relocation. The Agreement expiration date shall remain the same for any new or relocated locations.
7. LICENSEE may reduce the net number of Service Sites under the Agreement by up to two during the Term, with a corresponding reduction of $400 per month per site in the aggregate service MRC under Schedule A. The maximum aggregate monthly reduction for site removals shall be $800, establishing a minimum monthly service MRC of $9,600 for the original 26-site network. Any additional site removals shall not further reduce the aggregate service MRC. No termination fee shall apply to the first two net site removals.

READING SCHOOL DISTRICT:	ZITO MEDIA COMMUNICATIONS, LLC
By:	By: James Rizza
Name:	Name: James Rizza
Title: Board President	Title: Co-President
Date:	Date: 11/6/26

EXHIBIT A

FIBER ACCEPTANCE TESTING

This document specifies the acceptance tests for Dark Fiber that will be performed by ZITO with respect to LICENSEE's Fiber Optic Facilities and the manner in which such tests will be accomplished. LICENSEE shall have the right to witness all tests.

Cable Test Procedures

Bi-directional attenuation measurements of each fiber will be measured on an end-to-end basis from the demarcation points. A calibrated optical power meter and stable light source will be used for this measurement. Tests will be performed at the 1310 nm. and 1550 nm. wavelengths.

Bi-directional optical reflectivity of each fiber will be measured using an Optical Time Domain Reflectometer (OTDR). Measurements will be accomplished from both ends of the fiber system. The OTDR traces will be recorded at 1310 nm. and 1550 nm. wavelengths.

End-To-End Attenuation Acceptance Criteria:

Design Criteria

ZITO will endeavor to keep the number of splices in a span to a minimum. All splices shall be fusion splices. In some instances a fiber path may be connected via an intermediate site. In such instances ZITO may propose designed fiber patch cords between segments to allow troubleshooting. LICENSEE may accept these intentional test points with the provision that overall loss budgets are maintained. Fiber connectivity at fiber termination locations will be accomplished by the use of a connectorized patch cord.

Splice Loss

The average of bi-directional splice losses for each span shall not exceed 0.1 dB. The maximum individual bi-directional splice loss shall not exceed 0.20 dB. Individual splice losses that do not meet a 0.20 dB loss will be reviewed by LICENSEE. LICENSEE may accept individual splice losses greater than 0.20 dB at its sole discretion.

Maximum acceptable end-to-end attenuation for each span shall not be greater than (A X L)+(0.1 X N)+C where:

A = Max. attenuation at 1310 nm. and 1550 nm. as specified Fiber Technical Specifications.

L = Installed length of the fiber in kilometers (km).

N = Number of fiber splices in the fiber.

C = Connector/pigtail loss. The attenuation contribution of each pigtail with associated connector is considered to be 0.6 dB, comprised of 0.5 db connector loss and 0.1 dB splice loss (pigtail to OSP cable splice).

Therefore, C = 0.6 dB if the fiber is connectorized on one end and 1.2 dB if the fiber is connectorized on both ends.

In the event that the measured fiber attenuation degrades by 2 dB or greater after the fiber acceptance tests are performed, ZITO will perform corrective maintenance pursuant to the Agreement to attempt to restore the fiber to its original tested attenuation values.

EXHIBIT B

FIBER TECHNICAL SPECIFICATIONS

ZITO will meet the optical specifications as detailed below. Optical fiber and cabled fiber shall comply with ITU-T Recommendation G.652, category G.652.D (08/2024), and the fiber and cabled-fiber specifications below. Installation, environmental and connector requirements are stated separately following the table. Where this Exhibit B states a stricter value than G.652.D, this Exhibit B controls. For Exhibit A, "A" is 0.40 dB/km at 1310 nm and 0.30 dB/km at 1550 nm.

Optical Fiber Specifications - Singlemode Fiber:

Optical Properties	1300-1550 nm
Standard Attenuation	≤ 0.400 dB/km @ 1310 nm
	≤ 0.300 dB/km @ 1550 nm
Attenuation Uniformity	0.1 dB/km @ 1310 @1550 nm
Mode Field Diameter	9.15 ± .85 Microns @1300 nm
	10.5 ± 1.0 Micron @ 1550 nm
Zero Dispersion Wavelength	1310 nm +/- 10 nm
Maximum Dispersion	< 2.8 ps/nm-km between 1285 – 1330 nm
	< 19 ps/nm-km between 1510 – 1570 nm
Polarization Mode Dispersion	<0.25 ps/sqrt-km
Macro Bending Loss	≤ 0.100 dB @ 1310 nm, 100 turns around 50mm mandrel
	≤ 0.050 dB @ 1550 nm, 100 turns around 60mm mandrel
Tensile Testing Strength	100 kpsi w/1 second dwell time
Cladding Diameter	125 ± 2 Microns
Concentricity Error	≤ 1 Micron
Cladding Ovality Ratio	≤ 2%
Buffer Coating Diameter	250 ± 15 Microns
Fiber Coating Color Code	Bellcore Standard

Installation, Environmental and Connector Requirements:

Operating Temperature: -60 °C to 85 °C

Optical Connectors: SC/UPC or LC/UPC with better than -45 dB back reflection

EXHIBIT C

FIBER ROUTE DOCUMENTATION

See Separate KMZ Attachment – Exhibit C: Reading_SD_Physical_Design_10_19_26.kmz

EXHIBIT D

NETWORK OUTAGE DETECTION, DIAGNOSIS AND RESTORATION PROCEDURES

PURPOSE:

To ensure the rapid identification, diagnosis and repair or restoration of interruptions, outages, malfunctions or other technical problems associated with shared fiber optic system that is the subject of the IRU Agreement. Time is of the essence in all aspects of these Procedures. Cooperation between both LICENSEE and Zito personnel is essential to these Procedures.

OUTAGE RESPONSE:

In the event a network malfunction creating a service outage or interruption is detected (whether by the owner of the network or the non-owning party), the owner of the network upon learning of such malfunction shall immediately take steps to correct such malfunction and notify appropriate personnel at the non-owning party. Information about such malfunctions shall be communicated to the appropriate personnel of both the owner and the non-owning party in order to: minimize risks to the personal safety of associates; ensure the deployment of adequate resources to quickly restore service; and prepare for response to questions to affected parties such as customers, local franchise authorities, and news media.

FIBER OPTIC CABLE-EMERGENCY RESTORATION:

Purpose: To cooperatively facilitate the restoration of service to customers caused by broken or damaged fiber optic cable in the shortest time possible. Permanent restoration of network components shall be to as near original configuration as possible, utilizing accepted industry-standard engineering, construction and safety practices.

Requirements:

- LICENSEE and Zito shall both develop and provide to the other party's Dispatch Center/NOC either in hard copy or network server folder access individual, network-specific Emergency Fiber Restoration information including: (1) important telephone numbers; (2) location(s) of restoration kits; (3) System Maintenance and Construction supervisor/lead's names; (4) pager lists; (5) contractor support contacts and numbers.
- LICENSEE and Zito shall both assemble and strategically deploy (which deployment shall include any applicable local code restrictions to reel storage) fiber-optics restoration kits to be immediately available to fiber outage response personnel.
- LICENSEE and Zito shall ensure that field technicians and other personnel shall be adequately trained to perform the functions required under these Procedures.
- LICENSEE and Zito shall ensure that field technicians shall have as-built fiber network maps, overlays and access to the databases necessary to perform the functions required under these procedures.

Procedures:

1. LICENSEE or Zito Network Operations Center (NOC) shall determine that an interruption, or outage has occurred either;

    a. Based on number and geography of calls by Call Center and/or NOC.

    b. Or based on contact directly from Zito or LICENSEE personnel

2. Zito shall acknowledge receipt of notification of the outage within 15 minutes and shall immediately begin procedures to determine the locations and/or links (transport/nodes) that are affected; from database.

3. Zito shall dispatch the appropriate Construction/Fiber restoration personnel within 1 hour of acknowledgement of the receipt of an outage. If detection occurs after hours, appropriate after-hours personnel shall be notified.

4. Zito Construction/Fiber Restoration team shall locate, diagnose and develop a plan for restoration within 4 hours of acknowledgement of receipt of notification of an outage.

5. Zito Construction/Fiber Restoration Team shall commence site activity which shall include the following and allow for complete fiber restoration within 6 hours of acknowledgement of receipt of notification of an outage:

    - Notifying Dispatch and providing Dispatch details of site-specific information.
    - Requesting additional help, based on situation.
    - Assuring security and safety of site for public.
    - Performing traffic control as needed.
    - Conducting notification, coordination and liaison activities as necessary with other utilities involved at site.
    - Emergency restoration of fiber if possible, or assisting in permanent restoration if emergency restoration not possible once Construction/Fiber arrives (2-hour criteria).

For purposes of these Procedures, an "outage" is any interruption or degradation of service on any individual circuit, whether or not LICENSEE's traffic continues over another circuit or path.

If the outage is not restored within the 6-hour window as outlined above and the cause for the delay is not due to a Force Majeure Event then LICENSEE shall receive an automatic credit of $100/hour, rounded up to full hours and applicable 24/7, until services have been restored.

Credits apply to each affected circuit under this Agreement, up to a total of $10,400 for all circuits in any calendar month. ZITO shall apply credits automatically to LICENSEE's next invoice, measuring outage time from ZITO's acknowledgment to restoration as shown in its trouble ticket records. LICENSEE may dispute a credit within sixty (60) days after the invoice on which it appears or should have appeared.

EXHIBIT E

Delivery Service Level Agreement

ZITO shall provide LICENSEE a credit of $1,000 per day in the aggregate, regardless of the number of affected Service Sites, for each day beyond December 31, 2027 that the fiber services have not been delivered to and accepted at all Service Sites, subject to a maximum aggregate Delivery Service Level Agreement credit of $50,000. Upon ZITO's written notice of completion and delivery of the required test results under Section 3.2, LICENSEE shall complete its testing and provide written acceptance or rejection specifying any applicable defect or failure within fourteen (14) days under Section 3.3. No delivery credits shall accrue during that fourteen-day review period or any additional delay attributable to LICENSEE's testing, scheduling or acceptance. If LICENSEE does not respond within fourteen (14) days, acceptance shall be deemed to have occurred under Section 3.3. A timely rejection identifying a defect or failure attributable to ZITO shall remain subject to ZITO's obligation to remedy that defect or failure under Section 3.3; such defect or failure shall not constitute a LICENSEE-caused delay, and the review period for that site ends on the date of LICENSEE's notice of rejection, after which delivery credits accrue under this Exhibit E. No delivery credits shall accrue for any other delay caused by LICENSEE, such as building access or LICENSEE approvals, provided ZITO gives LICENSEE written notice of the delay within five (5) business days after it begins.

SCHEDULE B

ADDENDUM/SERVICE ORDER

LICENSEE: Reading School District

Type of Service: Dark Fiber IRU

Order Date: 11/6/26

This Addendum is entered into pursuant to that certain Dark Fiber License Agreement dated _____, 20__ by and between ZITO and LICENSEE (the "Agreement"), which Agreement sets forth the terms and conditions governing the license of LICENSEE's Fiber Optic Facilities by ZITO to LICENSEE thereunder. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Description of LICENSEE's Facilities: See Attachment B: Zito E-Rate WAN Proposal - Reading_Attachment_B_DF_NRC_10_21_26.xlsx
2. Preliminary Route Maps and Logic Diagrams and Details [including number of LICENSEE's Fibers and total number of Fibers along each Route, in sufficient detail and clarity to allow calculation of Pro-Rata Share]: See Exhibit C – Fiber Route Documentation
3. License Fee; Payment Terms:

NRC:	$687,778.56 ($14,328.72/month over 48 months)
MRC:	$0

NRC is payable over 48 months. Construction per satellite: principal $25,421.82; financing $3,235.62; total $28,657.44. LICENSEE construction payments total $14,328.72/month for 48 months ($597.03/satellite site * 24 satellite sites). No payment at signing. No other financing or origination charges. Installment payments begin with the first invoice following the Service Commencement Date. The attached Construction Amortization Schedule sets forth the allocation of the 48 level monthly payments of $597.03 per satellite site between construction principal and financing charges.

4. Term: See Section 5 of the Agreement.
5. LICENSEE may add or remove Service Sites or change Service Site locations during the Term without penalty and at the same per building rate included in the Agreement of $0/month.
6. The MRC for any additional LICENSEE locations added during the Term shall remain the same as in the initial proposal of $0 with LICENSEE paying for any up-front construction fees incurred by ZITO. If a District location must be moved during the Term, ZITO may not change the MRC or assess any fees for the location change. LICENSEE will pay for any up-front construction fees incurred by ZITO to complete the fiber relocation. The Agreement expiration date shall remain the same for any new or relocated locations.

READING SCHOOL DISTRICT:	ZITO MEDIA COMMUNICATIONS, LLC
By:	By: James Rigas
Name:	Name: James Rigas
Title: Board President	Title: Co-President
Date:	Date: 11/6/26

Reading School District Construction Amortization Schedule

Attachment to Schedule B

This schedule sets forth the allocation of the 48 monthly construction installments under Schedule B between construction principal and financing charges, and the remaining construction principal after each payment.

Construction repayment	Per satellite site	District total
Satellite sites	1	24
Principal	$25,421.82	$610,123.68
Financing charges	$3,235.62	$77,654.88
Total payments	$28,657.44	$687,778.56
Monthly installment	$597.03	$14,328.72
Installments	48	48

Payment allocation

Declining principal balance with equal monthly payments in arrears. The monthly allocation rate is 0.4999844052% (approximately 5.99981286% nominal annually), solved from the agreed principal, payment and 48-month term. This rate is used solely to allocate the agreed installments between principal and financing charges and does not increase the agreed payment amounts or total financing charges.

Financing is rounded to cents per satellite each month, then multiplied by 24 for the District schedule. The last installment allocates the remaining principal and the residual financing amount so all 48 payments remain exactly $597.03 per satellite and the ending balance is zero.

Timing and scope

Month 1 is the first construction installment on the first invoice following the Service Commencement Date under Schedule B. Months are numbered rather than assigned fixed dates. No signing payment or additional pre-commencement financing accrual is included. Both the 15-year and 20-year agreements use this same 48-month schedule.

The separate $10,400 monthly service charge is excluded. Combined service and construction billing during the first 48 installments is $24,728.72 monthly, before any credits or other authorized adjustments. The remaining balance shown is principal only, immediately after each scheduled payment has been received and applied.

District schedule months 1 through 24

All 24 satellite sites combined | Amounts in US dollars

Month	Opening principal	Payment	Financing	Principal paid	Remaining principal
1	$610,123.68	$14,328.72	$3,050.64	$11,278.08	$598,845.60
2	$598,845.60	$14,328.72	$2,994.24	$11,334.48	$587,511.12
3	$587,511.12	$14,328.72	$2,937.36	$11,391.36	$576,119.76
4	$576,119.76	$14,328.72	$2,880.48	$11,448.24	$564,671.52
5	$564,671.52	$14,328.72	$2,823.36	$11,505.36	$553,166.16
6	$553,166.16	$14,328.72	$2,765.76	$11,562.96	$541,603.20
7	$541,603.20	$14,328.72	$2,707.92	$11,620.80	$529,982.40
8	$529,982.40	$14,328.72	$2,649.84	$11,678.88	$518,303.52
9	$518,303.52	$14,328.72	$2,591.52	$11,737.20	$506,566.32
10	$506,566.32	$14,328.72	$2,532.72	$11,796.00	$494,770.32
11	$494,770.32	$14,328.72	$2,473.68	$11,855.04	$482,915.28
12	$482,915.28	$14,328.72	$2,414.40	$11,914.32	$471,000.96
13	$471,000.96	$14,328.72	$2,354.88	$11,973.84	$459,027.12
14	$459,027.12	$14,328.72	$2,295.12	$12,033.60	$446,993.52
15	$446,993.52	$14,328.72	$2,234.88	$12,093.84	$434,899.68
16	$434,899.68	$14,328.72	$2,174.40	$12,154.32	$422,745.36
17	$422,745.36	$14,328.72	$2,113.68	$12,215.04	$410,530.32
18	$410,530.32	$14,328.72	$2,052.48	$12,276.24	$398,254.08
19	$398,254.08	$14,328.72	$1,991.28	$12,337.44	$385,916.64
20	$385,916.64	$14,328.72	$1,929.60	$12,399.12	$373,517.52
21	$373,517.52	$14,328.72	$1,867.44	$12,461.28	$361,056.24
22	$361,056.24	$14,328.72	$1,805.28	$12,523.44	$348,532.80
23	$348,532.80	$14,328.72	$1,742.64	$12,586.08	$335,946.72
24	$335,946.72	$14,328.72	$1,679.76	$12,648.96	$323,297.76

District schedule months 25 through 48

All 24 satellite sites combined | Amounts in US dollars

Month	Opening principal	Payment	Financing	Principal paid	Remaining principal
25	$323,297.76	$14,328.72	$1,616.40	$12,712.32	$310,585.44
26	$310,585.44	$14,328.72	$1,552.80	$12,775.92	$297,809.52
27	$297,809.52	$14,328.72	$1,488.96	$12,839.76	$284,969.76
28	$284,969.76	$14,328.72	$1,424.88	$12,903.84	$272,065.92
29	$272,065.92	$14,328.72	$1,360.32	$12,968.40	$259,097.52
30	$259,097.52	$14,328.72	$1,295.52	$13,033.20	$246,064.32
31	$246,064.32	$14,328.72	$1,230.24	$13,098.48	$232,965.84
32	$232,965.84	$14,328.72	$1,164.72	$13,164.00	$219,801.84
33	$219,801.84	$14,328.72	$1,098.96	$13,229.76	$206,572.08
34	$206,572.08	$14,328.72	$1,032.72	$13,296.00	$193,276.08
35	$193,276.08	$14,328.72	$966.24	$13,362.48	$179,913.60
36	$179,913.60	$14,328.72	$899.52	$13,429.20	$166,484.40
37	$166,484.40	$14,328.72	$832.32	$13,496.40	$152,988.00
38	$152,988.00	$14,328.72	$764.88	$13,563.84	$139,424.16
39	$139,424.16	$14,328.72	$697.20	$13,631.52	$125,792.64
40	$125,792.64	$14,328.72	$629.04	$13,699.68	$112,092.96
41	$112,092.96	$14,328.72	$560.40	$13,768.32	$98,324.64
42	$98,324.64	$14,328.72	$491.52	$13,837.20	$84,487.44
43	$84,487.44	$14,328.72	$422.40	$13,906.32	$70,581.12
44	$70,581.12	$14,328.72	$352.80	$13,975.92	$56,605.20
45	$56,605.20	$14,328.72	$282.96	$14,045.76	$42,559.44
46	$42,559.44	$14,328.72	$212.88	$14,115.84	$28,443.60
47	$28,443.60	$14,328.72	$142.32	$14,186.40	$14,257.20
48	$14,257.20	$14,328.72	$71.52	$14,257.20	$0.00

48 payments total $687,778.56 = $610,123.68 principal + $77,654.88 financing. Final principal balance $0.00.