



Telecommunications Service Agreement

04/25/2025

Customer Information - Service Address

Business Name: Town of Whitestown Indiana

Account Number:

Main Yellow Page Heading:

Street: 6210 Veterans Drive

Ordered by: Michael Kistner

Flr/Rm/Suite:

Ordered by Phone: (765) 335-4530

City, State, Zip: Whitestown, IN 46075

Ordered by Email: mkistner@whitestown.in.gov

Rent or Own: Own

Landlord name and email (if applicable):

Managed IP Hosted Deployment Type (If applicable):

Standard ☒

Managed ☐

Multiple Locations? Yes - See Attached Additional Service Locations Addendum(s) if applicable

Billing Information -

Bill To Company: Town of Whitestown Indiana

Billing Contact Name: Michael Kistner

Address: 6210 Veterans Drive

Phone: (765) 335-4530

Flr/Rm/Suite:

City, State, Zip: Whitestown, IN 46075

TDS Sales Representative:

Chris Bengel

(317) 769-7092

Monthly Services Charges/Credits:

| Quantity | Term | Description | Each | Total |
|----------|----------|---|----------|-----------|
| 1 | 36 Month | Guaranteed 1GB Internet Connection on Dedicated Fiber Access | \$800.00 | \$800.00 |
| 1 | Mo To Mo | /29 8 IP Addresses 5 Usable | \$10.00 | \$10.00 |
| 20 | 36 Month | Mobility & Management | \$24.95 | \$499.00 |
| 20 | 36 Month | PM Station Discount | -\$7.00 | -\$140.00 |
| 1 | Mo To Mo | Auto Attendant | \$10.00 | \$10.00 |
| 3 | Mo To Mo | Block of 10 DID Numbers | \$5.00 | \$15.00 |
| 3 | Mo To Mo | Custom Call Routing | \$3.00 | \$9.00 |
| 1 | Mo To Mo | Enhanced Call Detail Reporting | \$16.50 | \$16.50 |
| 1 | Mo To Mo | Voice Mail | \$4.95 | \$4.95 |
| 1 | Mo To Mo | Receptionist - Enterprise (Unlimited Users) | \$12.95 | \$12.95 |

***Total Monthly Services Charges/Credits:**

\$1,237.40

One Time Charges/Credits:

| Quantity | Term | Description | Each | Total |
|----------|----------|---|-----------|-------------|
| 1 | One Time | Service Order Charge | \$20.00 | \$20.00 |
| 1 | One Time | Service Order Charged - Waived | -\$20.00 | -\$20.00 |
| 1 | One Time | mIP Hosted Installation Charge 36 & 60 months | \$750.00 | \$750.00 |
| 1 | One Time | mIP Hosted Installation Charge waived | -\$750.00 | -\$750.00 |
| 1 | One Time | mIP Hosted Set up Fee | \$150.00 | \$150.00 |
| 1 | One Time | One Time Courtesy Credit | -\$59.00 | -\$59.00 |
| 19 | One Time | Penny Promo Poly Edge 350 PoE | -\$179.99 | -\$3,419.81 |
| 1 | One Time | Penny Promo Poly Edge 450 PoE | -\$179.99 | -\$179.99 |
| 1 | One Time | Poly Edge Expansion Module | \$180.00 | \$180.00 |
| 19 | One Time | Poly Edge 350 PoE | \$180.00 | \$3,420.00 |
| 1 | One Time | Poly Edge 450 PoE | \$239.00 | \$239.00 |

***Total One Time Charges/ Credits:**

\$330.20

*Total does not include applicable taxes, fees, assessments or surcharges. Additional Directory Listing charges may also apply and are not included in the Totals herein. Local usage charges apply if applicable. After the end of the promotional period, Customer will be billed the full monthly service charges for each product.

- managedIP SIP, PRI, and Essentials locations must have a minimum of 3 trunks. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- Customer is responsible for cancellation of services with current providers.
- If Customer has an active alarm line, Customer must advise alarm company of change of service.
- TDS reserves the right to block high fraud international long distance locations.
- For managedIP Hosted (managed deployment) and managedIP Trunking, if Services ordered necessitate that TDS dispatches a technician to Customer's premise, Customer will be notified of the visit in advance. It is required that a Customer representative is on site when the technician arrives and that full access to the telecommunication's closet be provided. In addition, the Customer must ensure that prior to the installation visit, the site is ready with a rack, mounting board or shelf to house TDS equipment and that four unoccupied AC outlets are available within four feet of the equipment. If any of the forgoing conditions are not met, TDS may charge the Customer a \$250.00 fee.

This Telecommunications Service Agreement ("**Agreement**") is between COMMUNICATIONS CORPORATION OF INDIANA ("**Provider**") and the TOWN OF WHITESTOWN, INDIANA ("**Customer**"). Customer and Provider acknowledge and agree that this Agreement includes and incorporates by reference the following addenda attached hereto. In the event of any conflict between the terms of any addendum and the Agreement, the terms of the applicable addendum will control.

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Each party represents that the person signing this Agreement on its behalf is authorized to do so. Customer further represents that the Customer Information and the Authorized Customer Representative Information is true and correct. If TDS determines that it cannot deliver services to Customer's service address under TDS' normal installation and financial guidelines, TDS may terminate this Agreement upon notice to Customer. If TDS is required to engage in construction to provide Customer's service and Customer cancels this Agreement prior to installation, Customer shall be liable for TDS's reasonable construction charges in addition to any early termination charges. Any equipment not shown as purchased on this Agreement must be returned to TDS upon cancellation of service.

The pricing and products outlined herein are valid for 30 days after the date on page 1. TDS reserves the right to issue an updated agreement if Customer has not returned a signed copy of this agreement to TDS within 30 days.

IMPORTANT: PRICING FOR DEDICATED SERVICES IS CONDITIONAL AND MAY CHANGE AFTER TDS COMPLETES ADDITIONAL ENGINEERING WORK. Dedicated services such as, but not limited to, Dedicated Internet Access (DIA) and MetroEthernet, require TDS to perform formal engineering work, which will not be completed until after this Agreement is signed. If TDS determines at any time during the engineering process that significant capital investments are necessary to complete the delivery of Services, TDS will promptly inform Customer and provide updated pricing for Customer's review. TDS may require Customer to pay special construction charges and/or higher monthly service charges; Customer may also be required to commit to a longer service term. After receiving TDS' updated proposal, Customer shall have 30 days to either (a) terminate the Agreement without penalty by notifying their TDS sales associate; or (b) accept the proposal and execute an amendment to the Agreement to memorialize the updated pricing. If Customer fails to exercise either option within the 30-day window, the Agreement will be deemed terminated.

AGREED TO AND ACCEPTED BY:

TOWN OF WHITESTOWN INDIANA

COMMUNICATIONS CORPORATION OF INDIANA

Signature

Signature

Full name

Full name

Title

Title

Date

Date

ADDENDUM NUMBER 1: ADDITIONAL SERVICE LOCATIONS

1. Customer and Provider agree to add the following additional service addresses and Services to the Agreement:

Location Contact Name: Michael Kistner **Phone:** 765-335-4530 **Email:** mkistner@whitestown.in.gov

Street Address: 7728 S 450 E

City, State, Zip: Brownsburg, IN 46112 **Account Number:** 4275806

managedIP Hosted Deployment Type: ☐ Not applicable ☒ Standard ☐ Managed

Billing Information: ☐ Bill to above address ☒ Bill to billing address listed on the Agreement

| Quantity Ordered | Description of Services / Equipment | Service Term | Monthly Recurring Charge | | Non-Recurring Charge | |
|-------------------|--|--------------|--------------------------|------------------|----------------------|---------------|
| | | | Unit | Total | Unit | Total |
| 1 | Guaranteed 1GB internet connection on Dedicated Fiber Access | 36 Mo | \$2,100.00 | \$2,100.00 | \$0.00 | \$0.00 |
| 1 | /29 8 IP Addresses 5 Useable | Mo to Mo | \$10.00 | \$10.00 | \$0.00 | \$0.00 |
| 3 | Custom Call Routing | Mo to Mo | \$3.00 | \$9.00 | \$0.00 | \$0.00 |
| 1 | Auto Attendant | Mo to Mo | \$10.00 | \$10.00 | \$0.00 | \$0.00 |
| 2 | DID block qty 10 | Mo to Mo | \$5.00 | \$10.00 | \$0.00 | \$0.00 |
| 14 | Poly Edge 350 w/PS | One Time | | | \$190.00 | \$2,660.00 |
| 1 | Service Order Charge | One Time | | | \$20.00 | \$20.00 |
| 1 | Service Order Charge - Waived | One Time | | | (\$20.00) | (\$20.00) |
| 1 | mIP Hosted installation Charge 36 & 60 Months | One Time | | | \$750.00 | \$750.00 |
| 1 | mIP Hosted Installation Charge waived | One Time | | | (\$750.00) | (\$750.00) |
| 1 | mIP Hosted Set Up Fee | One Time | | | \$150.00 | \$150.00 |
| 14 | Penny Promo Edge 350 | One Time | | | (\$179.99) | (\$2,519.86) |
| 5 | Wall Mounts | One Time | | | \$20.00 | \$100.00 |
| 14 | Mobility and Management Packages | 36 Mo | \$24.95 | \$349.30 | | |
| 14 | PM Station Discount | 36 Mo | (\$7.00) | (\$98.00) | | |
| Total MRC: | | | | \$2390.30 | | |
| | | | | | Total NRC: | 390.14 |

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Location Contact Name: Michael Kistner **Phone:** 765-335-4530 **Email:** mkistner@whitestown.in.gov

Street Address: 6999 Lexington Circle

City, State, Zip: Zionsville, IN 46077 **Account Number:** 4257806

managedIP Hosted Deployment Type: ☐ Not applicable ☒ Standard ☐ Managed

Billing Information: ☐ Bill to above address ☒ Bill to billing address listed on the Agreement

| Quantity Ordered | Description of Services / Equipment | Service Term | <u>Monthly Recurring Charge</u> | | <u>Non-Recurring Charge</u> | |
|---------------------|---|-----------------|---------------------------------|----------------|-----------------------------|-----------------|
| | | | Unit | Total | Unit | Total |
| 4 | Mobility and Management Package | 36 Mo | \$24.95 | \$99.80 | \$0.00 | \$0.00 |
| 2 | Custom Call Routing | Mo to Mo | \$3.00 | \$6.00 | \$0.00 | \$0.00 |
| 1 | Auto Attendant | Mo to Mo | \$10.00 | \$10.00 | \$0.00 | \$0.00 |
| 1 | DID block qty 10 | Mo to Mo | \$5.00 | \$5.00 | \$0.00 | \$0.00 |
| 1 | Voice Mail | Mo to Mo | \$4.95 | \$4.95 | \$0.00 | \$0.00 |
| 4 | Poly Edge 350 w/PS | One Time | | | \$190.00 | \$760.00 |
| 1 | Service Order Charge | One Time | | | \$20.00 | \$20.00 |
| 1 | Service Order Charge - Waived | One Time | | | (\$20.00) | (\$20.00) |
| 1 | mIP Hosted installation Charge 36 & 60 Months | One Time | | | \$750.00 | \$750.00 |
| 1 | mIP Hosted Installation Charge waived | One Time | | | (\$750.00) | (\$750.00) |
| 1 | mIP Hosted Set Up Fee | One Time | | | \$150.00 | \$150.00 |
| 4 | Penny Promo Edge 350 | One Time | | | (\$179.99) | (\$719.96) |
| 4 | PM Station Discount | 36 Mo | (\$7.00) | (\$28.00) | \$0.00 | \$0.00 |
| | | | Total MRC: | \$97.95 | | |
| | | | | | Total NRC: | \$190.04 |

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Location Contact Name: Michael Kistner **Phone:** 765-335-4530 **Email:** mkistner@whitestown.in.gov

Street Address: 6800 Indianapolis Rd

City, State, Zip: Whitestown, IN 46075 **Account Number:** 4257806

managedIP Hosted Deployment Type: ☐ Not applicable ☒ Standard ☐ Managed

Billing Information: ☐ Bill to above address ☒ Bill to billing address listed on the Agreement

| Quantity Ordered | Description of Services / Equipment | Service Term | <u>Monthly Recurring Charge</u> | | <u>Non-Recurring Charge</u> | |
|---------------------|--|-----------------|---------------------------------|---------------|-----------------------------|-------------|
| | | | Unit | Total | Unit | Total |
| 1 | Guaranteed 1GB Internet Connection on Dedicated Fiber Access | 36 Mo | \$800.00 | \$800.00 | \$0.00 | \$0.00 |
| 1 | /29 8 IP Addresses 5 Useable | Mo to Mo | \$10.00 | \$10.00 | \$0.00 | \$0.00 |
| 1 | Service Order Charge | One Time | | | \$20.00 | \$20.00 |
| 1 | Service Order Charge - Waived | One Time | | | (\$20.00) | (\$20.00) |
| 1 | DIA Installation Charge | One Time | | | \$700.00 | \$700.00 |
| 1 | DIA Installation Charge - Waived | One Time | | | (\$700.00) | (\$700.00) |
| Total MRC: | | | | 810.00 | | |
| | | | | | Total NRC: | 0.00 |

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Location Contact Name: Michael Kistner **Phone:** 765-335-4530 **Email:** mkistner@whitestown.in.gov

Street Address: 203 S Peters St

City, State, Zip: Whitestown, IN 46075 **Account Number:** 4257806

managedIP Hosted Deployment Type: ☐ Not applicable ☒ Standard ☐ Managed

Billing Information: ☐ Bill to above address ☒ Bill to billing address listed on the Agreement

| Quantity Ordered | Description of Services / Equipment | Service Term | Monthly Recurring Charge | | Non-Recurring Charge | |
|------------------|--|--------------|--------------------------|---------|----------------------|------------|
| | | | Unit | Total | Unit | Total |
| 1 | Business Internet 500MB Fiber - Data Only 3 Yr | 36 | \$64.99 | \$64.99 | \$0.00 | \$0.00 |
| 1 | Single static IP | Mo to Mo | \$10.00 | \$10.00 | \$0.00 | \$0.00 |
| 1 | Service Order Charge | One Time | | | \$20.00 | \$20.00 |
| 1 | Service Order Charge - Waived | One Time | | | (\$20.00) | (\$20.00) |
| 1 | Commercial Installation Charge | One Time | | | \$150.00 | \$150.00 |
| 1 | Commercial Installation Charge - Waived | One Time | | | (\$150.00) | (\$150.00) |
| 1 | Modem Shipping and Handling Fee | One Time | | | \$14.95 | \$14.95 |
| 1 | TDS Provided Modem/Router leased | Mo to Mo | \$0.00 | \$0.00 | | |
| 1 | Sales Courtesy Credit | One Time | | | (\$14.95) | (\$14.95) |
| Total MRC: | | | | 74.99 | | |
| Total NRC: | | | | | | 0.00 |

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Location Contact Name: Michael Kistner **Phone:** 765-335-4530 **Email:** mkistner@whitestown.in.gov

Street Address: 2695 S 575 E

City, State, Zip: Whitestown, IN 46075 **Account Number:** 4257806

managedIP Hosted Deployment Type: ☐ Not applicable ☒ Standard ☐ Managed

Billing Information: ☐ Bill to above address ☒ Bill to billing address listed on the Agreement

| Quantity Ordered | Description of Services / Equipment | Service Term | Monthly Recurring Charge | | Non-Recurring Charge | |
|------------------|--|--------------|--------------------------|---------|----------------------|------------|
| | | | Unit | Total | Unit | Total |
| 1 | Business Internet - 1GB Fiber - Bundled 3 Yr | 36 | \$169.99 | 169.99 | \$0.00 | \$0.00 |
| 1 | Five Static IP's | Mo to Mo | \$20.00 | \$20.00 | \$0.00 | \$0.00 |
| 1 | Service Order Charge | One Time | | | \$20.00 | \$20.00 |
| 1 | Service Order Charge - Waived | One Time | | | (\$20.00) | (\$20.00) |
| 1 | Commercial Installation Charge | One Time | | | \$150.00 | \$150.00 |
| 1 | Commercial Installation Charge - Waived | One Time | | | (\$150.00) | (\$150.00) |
| 1 | Modem Shipping and Handling Fee | One Time | | | \$14.95 | \$14.95 |
| 1 | TDS Provided Modem/Router leased | Mo to Mo | \$0.00 | \$0.00 | | |
| 1 | Sales Courtesy Credit | One Time | | | (\$14.95) | (\$14.95) |
| Total MRC: | | | | 189.00 | | |
| Total NRC: | | | | | | 0.00 |

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Location Contact Name: Michael Kistner **Phone:** 765-335-4530 **Email:** mkistner@whitestown.in.gov
Street Address: 6208 Veterans Drive
City, State, Zip: Whitestown, IN 46075 **Account Number:** TBD
managedIP Hosted Deployment Type: ☐ Not applicable ☒ Standard ☐ Managed
Billing Information: ☐ Bill to above address ☒ Bill to billing address listed on the Agreement

| Quantity Ordered | Description of Services / Equipment | Service Term | Monthly Recurring Charge | | Non-Recurring Charge | |
|------------------|--|--------------|--------------------------|----------|----------------------|------------|
| | | | Unit | Total | Unit | Total |
| 1 | Business Internet - 1GB Fiber - Data Only 3 Yr | 36 Mo | \$199.99 | \$199.99 | \$0.00 | \$0.00 |
| 1 | 13 Static IPs (PON services only) | Mo to Mo | \$45.00 | \$45.00 | \$0.00 | \$0.00 |
| 1 | Service Order Charge | One Time | | | \$20.00 | \$20.00 |
| 1 | Service Order Charge - Waived | One Time | | | (\$20.00) | (\$20.00) |
| 1 | Commercial Installation Charge | One Time | | | \$150.00 | \$150.00 |
| 1 | Commercial Installation Charge - Waived | One Time | | | (\$150.00) | (\$150.00) |
| 1 | Modem Shipping and Handling Fee | One Time | | | \$14.95 | \$14.95 |
| 1 | TDS Provided Modem/Router leased | Mo to Mo | \$0.00 | \$0.00 | | |
| 1 | Sales Courtesy Credit | One Time | | | (\$14.95) | (\$14.95) |
| Total MRC: | | | | 244.99 | | |
| Total NRC: | | | | | | 0.00 |

2. The charges listed above do not include applicable fees and taxes. FCC/911/USF/Federal and State taxes, administrative fees, and additional directory listing charges may also apply.

3. managedIP hosted customers must maintain one location with a minimum of four stations/packages. Any location with 10 or less stations must have all Unified Communications or Mobility and Management packages. If a location falls below the minimum requirement, the service will be canceled and early termination charges will apply.

4. managedIP SIP or PRI locations must have a minimum of three trunks. If a location falls below the minimum requirement, the service will be canceled and early termination charges will apply.

5. Provider may need to schedule up to two on-site visits before installation to survey the service address and determine how much time is needed for installation. An authorized representative of Customer must be on site when the technician arrives, and the technician must be given full access to the telecommunications closet or other areas where Provider's facilities will be installed.

6. managedIP Hosted (managed deployment) and managedIP Trunking Customers must ensure that prior to the installation visit, the site is ready with a rack, mounting board or shelf to house Provider's equipment and that four unoccupied AC outlets are available within four feet of the equipment. If any of the foregoing conditions are not met, Provider may charge the Customer a \$250.00 fee.

ADDENDUM NUMBER 2: MANAGEDIP STANDARD RATES

The standard rates for Customer's *managedIP* Hosted product (as identified in the Agreement), are as set forth below, based upon the Service Term identified in the Agreement. If Customer's station volume changes at any time during the Service Term, Customer will be billed the applicable rate(s) set forth below based upon the adjusted station volume.

Month to Month

| Station Volume | ATA Basic | Analog User | Convenience | Simple Seat | Mobility & Unified Management Communications |
|----------------|-----------|-------------|-------------|-------------|--|
| 4-9 | \$10.95 | \$46.95 | NA | NA | \$46.95 \$49.95 |
| 10-29 | \$10.95 | \$38.95 | \$34.00 | \$38.95 | \$42.95 \$46.95 |
| 30-59 | \$10.95 | \$36.95 | \$32.00 | \$36.95 | \$39.95 \$42.95 |
| 60-99 | \$10.95 | \$33.95 | \$31.00 | \$32.95 | \$37.95 \$40.95 |
| 100+ | \$10.95 | \$29.95 | \$30.00 | \$29.95 | \$36.95 \$39.95 |

12 Month Term

| Station Volume | ATA Basic | Analog User | Convenience | Simple Seat | Mobility & Unified Management Communications |
|----------------|-----------|-------------|-------------|-------------|--|
| 4-9 | \$10.95 | \$46.95 | NA | NA | \$46.95 \$49.95 |
| 10-29 | \$10.95 | \$38.95 | \$34.00 | \$38.95 | \$42.95 \$46.95 |
| 30-59 | \$10.95 | \$36.95 | \$32.00 | \$36.95 | \$39.95 \$42.95 |
| 60-99 | \$10.95 | \$33.95 | \$31.00 | \$32.95 | \$37.95 \$40.95 |
| 100+ | \$10.95 | \$29.95 | \$30.00 | \$29.95 | \$36.95 \$39.95 |

24 Month Term

| Station Volume | ATA Basic | Analog User | Convenience | Simple Seat | Mobility & Unified Management Communications |
|----------------|-----------|-------------|-------------|-------------|--|
| 4-9 | \$8.95 | \$35.95 | NA | NA | \$35.95 \$38.95 |
| 10-29 | \$8.95 | \$28.95 | \$24.00 | \$28.95 | \$31.95 \$35.95 |
| 30-59 | \$8.95 | \$26.95 | \$22.00 | \$26.95 | \$28.95 \$31.95 |
| 60-99 | \$8.95 | \$24.95 | \$21.00 | \$24.95 | \$26.95 \$29.95 |
| 100+ | \$8.95 | \$23.95 | \$20.00 | \$23.95 | \$25.95 \$28.95 |

36 Month Term

| Station Volume | ATA Basic | Analog User | Convenience | Simple Seat | Mobility & Unified Management Communications |
|----------------|-----------|-------------|-------------|-------------|--|
| 4-9 | \$5.95 | \$31.95 | NA | NA | \$31.95 \$34.95 |
| 10-29 | \$5.95 | \$24.95 | \$20.00 | \$24.95 | \$27.95 \$31.95 |
| 30-59 | \$5.95 | \$22.95 | \$18.00 | \$22.95 | \$24.95 \$27.95 |
| 60-99 | \$5.95 | \$20.95 | \$17.00 | \$20.95 | \$22.95 \$25.95 |
| 100+ | \$5.95 | \$19.95 | \$16.00 | \$19.95 | \$21.95 \$24.95 |

60 Month Term

| Station Volume | ATA Basic | Analog User | Convenience | Simple Seat | Mobility & Unified Management Communications |
|----------------|-----------|-------------|-------------|-------------|--|
| 4-9 | \$5.95 | \$31.95 | NA | NA | \$31.95 \$34.95 |
| 10-29 | \$5.95 | \$24.95 | \$20.00 | \$24.95 | \$27.95 \$31.95 |
| 30-59 | \$5.95 | \$22.95 | \$18.00 | \$22.95 | \$24.95 \$27.95 |
| 60-99 | \$5.95 | \$20.95 | \$17.00 | \$20.95 | \$22.95 \$25.95 |
| 100+ | \$5.95 | \$19.95 | \$16.00 | \$19.95 | \$21.95 \$24.95 |

ADDENDUM NUMBER 3: SERVICE LEVEL AGREEMENT FOR COMMERCIAL PON HIGH-SPEED INTERNET

Customer and TDS agree to the following service levels and remedies with respect to Customer's high-speed internet service delivered by TDS via passive optical network facilities ("PON HSI"). Capitalized terms not otherwise defined in this addendum will have the meaning set forth in the Agreement. This addendum is effective as of the first day of the second month after initial installation of Customer's PON HSI and is only applicable to Customer's PON HSI.

1. DEFINITIONS

Accepted Facility: a service location that TDS and Customer have tested and mutually agree is working as specified in the applicable Customer order or change order.

MRC: the monthly recurring charges for Customer's PON HSI service, as noted in the Agreement.

Network Downtime: the period during which Customer's internet service is unable to transmit and receive data.

Normal Maintenance: scheduled, routine upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade service quality or require a service outage.

Service Incidents: errors or abnormal behavior of Customer's PON HSI.

Urgent Maintenance: work needed to correct network conditions that are likely to cause a material internet service outage if immediate action is not taken. Urgent Maintenance may temporarily degrade service quality or require a service outage.

2. SERVICE LEVEL AGREEMENT ("SLA")

The following service level agreement will apply to Customer's PON HSI at all Accepted Facilities. This SLA is not available at any service address that does not qualify as an Accepted Facility.

| NETWORK AVAILABILITY | | |
|----------------------|----------------------------------|---|
| Goal | Total Network Downtime Per Month | Remedy * |
| 99.9% | 40 minutes to 24 hours | Service credit equal to 25% of the MRC |
| | More than 24 hours to 7 days | Service credit equal to 50% of the MRC |
| | More than 7 days | Service credit equal to 100% of the MRC |

*Availability subject to the terms, conditions, and exclusions outlined below.

3. MEASUREMENT

Customer's network is considered available except during periods of Network Downtime. Network Downtime is measured from the time Customer opens a trouble ticket with TDS's support team to the time Customer's PON HSI is again able to transmit and receive data. The network availability percentage is calculated as follows:

$$\frac{(\text{Days in the Calendar Month} \times 24 \times 60) - (\text{Minutes of Network Downtime})}{\text{Days in Calendar Month} \times 24 \times 60} \times 100$$

$$\text{Days in Calendar Month} \times 24 \times 60$$

4. INCIDENT SUBMISSION AND CUSTOMER COOPERATION

Customer must report Service Incidents by contacting TDS's support team at the phone number identified on Customer's monthly billing statement. Customer agrees to provide information to and cooperate with TDS as reasonably required for TDS to provide support. This includes, without limitation, providing the following information to TDS regarding the Service Incident:

- Aspects of the Service that are unavailable or not functioning correctly;
- Start time of the Service Incident;
- List of steps to reproduce the Service Incident;

- Relevant log files or data;
- Wording of any error message; and
- Service Incident ID# (if trouble ticket has already been opened by TDS).

5. **REMEDIES**

Customer will be eligible for the service credit outlined in the SLA chart in Section 2 above if: (a) Customer follows the Incident Submission process outlined in Section 4; (b) Customer submits a service credit request to TDS's support team along with the relevant trouble ticket information within 30 days after the SLA failure occurred; (c) TDS's data confirms that an SLA failure occurred; (d) Customer's account is in good standing and there are no overdue payments; and (e) none of the exclusions listed in Section 7 below apply. If Customer fails to meet these requirements, Customer will have waived its rights to any service credits for the applicable SLA failure.

Service credits are calculated based on the MRC for the month in which the SLA failure occurred, but they will be applied to a future bill. The maximum service credit issued in any one calendar month will not exceed the MRC. Customer will not receive a refund for any unused service credits.

SERVICE CREDITS WILL BE TDS'S SOLE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY UNDER THE AGREEMENT FOR SERVICE INCIDENTS. THE SLA AND SERVICE CREDITS OUTLINED IN THIS DOCUMENT ARE IN LIEU OF, AND NOT IN ADDITION TO, ANY REMEDY SET FORTH IN THE AGREEMENT.

6. **MAINTENANCE**

TDS will only undertake Normal Maintenance during the hours listed below. "Local time" means the time zone in the geographic area where the affected PON HSI service is located. TDS may change the Normal Maintenance Hours by posting the revised hours to its website or providing other notice to the Customer as permitted by the Agreement.

| Normal Maintenance Hours |
|---|
| Saturday, Sunday, Tuesday, Wednesday, and Thursday mornings between 12:00 am and 6:00 am local time |

TDS may undertake Urgent Maintenance at any time it deems necessary to the extent necessary to restore services.

7. **EXCLUSIONS**

Customer will not be entitled to any service credits or other remedies where an SLA violation is caused in whole or in part by:

- (i) the acts or omissions of Customer or its employees, contractors, agents, end users, or others authorized by Customer to use or modify its services and/or network, including but not limited to: Customer's use of the service in an unauthorized or unlawful manner; incorrect, incomplete, or inaccurate orders or network specifications from the Customer; a disconnection of Customer's services by TDS arising from Customer's breach of the Agreement;
- (ii) the malfunction or failure of equipment, applications, network connections, systems or other infrastructure or services not owned or controlled by TDS or its agents, including but not limited to a power failure at Customer's premises, failure of components outside of TDS's network, etc.;
- (iii) Customer's failure to give TDS or its agents access to Customer's premises or private network facilities when such access is reasonably necessary to prevent service interruptions or to restore service;
- (iv) unavailability of Customer personnel (including failure to give TDS accurate, current contact information), when communication with such personnel is reasonably required by TDS to prevent service interruptions or to restore service;
- (v) Normal Maintenance or work necessary to perform service alterations or implementations requested by Customer; and/or
- (vi) other factors outside of TDS' reasonable control.

Additionally, Customer will not be eligible for service credits if Customer's account is in arrears.

ADDENDUM NUMBER 4: TERMINATION FOR NON-APPROPRIATION

1. Customer agrees and represents to TDS that Customer: (a) has budgeted and has available for the current fiscal year sufficient funds to comply with its obligations under this Agreement; (b) will include in its budget for each successive fiscal year an amount sufficient to permit Customer to continue to discharge such obligations, to the extent permitted by applicable law; and (c) is not aware of any circumstances that are reasonably likely to adversely affect its ability to budget funds for the payment of sums due hereunder.
2. In reliance on these representations, TDS agrees that it will waive certain termination charges if Customer terminates this Agreement or any Services hereunder before the end of the committed service term because Customer does not have sufficient funds appropriated to make the payments due for the next fiscal year.
3. Customer shall still be responsible for, and TDS shall bill for, the following charges: Any non-recurring charges associated with the terminated services that TDS waived (e.g., waived installation fees); and the purchase price of any TDS-supplied telephones or telephone accessories.
4. To the extent possible, Customer will give TDS at least 60 days advance written notice of its intent to cancel the Agreement. The termination date will be the last day of the fiscal year during which sufficient funds were appropriated.
5. Within 30 days after the termination date, Customer must return all TDS-owned equipment to TDS at Customer's expense.
6. Customer must pay all outstanding invoices for service provided up to the termination date.
7. TDS will not waive any termination charges if Customer terminates the Agreement while any funds are appropriated to Customer or by it for the acquisition, retention, or operation of services and/or equipment purchased from TDS or other similar services and/or equipment for the fiscal year in which termination occurs and/or the next fiscal year.
8. This addendum does not apply to Dedicated Fiber Services including Dedicated Internet Access and Ethernet services.

ADDENDUM NUMBER 5: PENNY PROMO – MANAGEDIP UC

- Customer is ordering the phone(s) indicated below and managedIP service with a minimum service term of 36 months:

| <i>Phone Model</i> | <i>Retail Price Per Unit</i> | <i>Promo Credit</i> | <i>Promo Price Per Unit</i> | <i>Quantity Purchased</i> | <i>Total Promo Price</i> |
|---------------------|------------------------------|---------------------|-----------------------------|---------------------------|--------------------------|
| Poly Edge E350 POE | \$180.00 | (\$179.99) | \$0.01 | 18 | \$0.18 |
| Poly Edge E350 PSU | \$190.00 | (\$179.99) | \$10.01 | 19 | \$190.19 |
| Poly Edge E450 POE | \$239.00 | (\$179.99) | \$59.01 | 1 | \$59.01 |
| Poly Edge E450 PSU | \$249.00 | (\$179.99) | \$69.01 | | |
| Trio 8300 | \$460.00 | (\$179.99) | \$280.01 | | |
| Rove 20 | \$170.00 | (\$169.99) | \$0.01 | | |
| Order Total: | | | | | 249.38 |

- Provider will reduce the price of each phone included in Customer's managedIP group to the promo price identified above as long as Customer meets the requirements set forth in this Addendum.
- To be eligible for this promotion, Customer must: (a) sign a managedIP service agreement with a term of at least 36 months; and (b) purchase and maintain at least four phone stations in its managedIP group. This promotion is only valid for phone stations with the Simple Seat, Mobility & Management, or Unified Communications packages. Customer is responsible for the full purchase price of phones purchased with a Convenience package.
- Customers who reduce services or terminate their Agreement before the end of the agreed-upon service term will be billed the full amount of any credits applied under this promotion.

ADDENDUM NUMBER 6: SERVICE LEVEL AGREEMENT FOR DIA INTERNET SERVICE

The Addendum is effective as of the first day of the second month after initial installation of the Internet Service, and is only applicable to Customer's Internet Service.

| AVAILABILITY (monthly) | | | |
|--|---|-----------------------|------------------------------|
| Goal | Availability/Remedy | | |
| 99.99% | Each cumulative hour of Internet Service Downtime during a calendar month qualifies the Customer for one day's charges pro-rated from the monthly recurring charge ("MRC") of the Internet Service. | | |
| ONE-WAY FRAME DELAY (monthly average) | | | |
| Goal | Actual Latency/Remedy | | |
| 25ms | 26-50ms = 10% of MRC | 51-89ms = 25% of MRC | 90ms or greater = 50% of MRC |
| ONE-WAY FRAME LOSS RATIO (monthly average) | | | |
| Goal | Actual Frame Loss/Remedy | | |
| .10% | 0.11%-.99% = 10% of MRC | 1%-9.99% = 20% of MRC | 10% or more = 50% of MRC |
| INTER-FRAME DELAY VARIATION/JITTER (monthly average) | | | |
| Goal | Actual Inter Frame Delay Variation (Jitter)/Remedy | | |
| 4ms | 5-20ms = 10% of MRC | 21-59ms = 25% of MRC | 60ms or greater = 50% of MRC |

COMPONENTS INCLUDED: Availability, one-way frame delay, one-way frame loss ratio, and inter-frame delay variation (jitter) are Layer 2 performance objectives calculated between TDS CPE at the Customer premises, across the local TDS network cluster to the nearest established testing device within the TDS core network. All Layer 2 performance objectives are based on frames with Maximum Transmission Unit (MTU) sizes between 1526 and 9000 Bytes.

Please note: Testing of Layer 2 performance objectives for a 10Gbps DIA Internet Service is based on 9.5Gbps. This is due to Layer 1 and Layer 2 overheads preventing a 10Gbps port from consistently achieving 100% throughput for a 10Gbps service.

MEASUREMENT:

Availability: Downtime exists when Customer's Internet Service is unable to transmit and receive data and Customer alerts TDS to the issue, and upon TDS confirmation, TDS records such failure in the TDS trouble ticket system. Downtime is measured from the time the trouble ticket is opened to the time the Internet Service is again able to transmit and receive data.

One-Way Frame Delay: One-way frame delay is used to measure network latency of the Internet Service between the Customer premise and the TDS core network.

One-Way Frame Loss Ratio: One-way frame loss ratio measures the frame loss between service frames of the Internet Service between the Customer premise and the TDS core network.

Inter-Frame Delay Variation: Inter-frame delay variation measures the difference in delay between service frames of the Internet Service between the Customer premise and the TDS core network.

TDS shall perform the measurements set forth above upon Customer's contact to TDS Repair alerting TDS to an issue with Customer's Internet Service.

REMEDIES: Upon Customer's request to TDS Repair made within five (5) business days of the last day of the month in which the relevant SLA was not met, and TDS's confirmation that the relevant SLA was not met, Customer shall be entitled to service credits as set forth herein. A credit shall be applied only to charges for the month in which the event giving rise to the credit

occurred. The maximum, cumulative SLA credits issued in any one calendar month shall not exceed: (i) seven (7) days' charges pro-rated from the MRC of the Internet Service with respect to Availability; or (ii) 50% of the MRCs of the Internet Service with respect to One-Way Frame Delay, One-Way Frame Loss Ratio and Inter-Frame Delay Variation. In no event shall the total credits, in the aggregate for all SLAs issued in one month, exceed the equivalent of 50% of the relevant MRCs for the Internet Service. These credits shall be TDS's sole liability and the Customer's exclusive remedy under this service level agreement Addendum and shall be in lieu of, and not in addition to, the remedy set forth in Section 9 of the Agreement (Interruption of Services).

SERVICE CREDIT EXCEPTIONS:

Service credits shall not be issued where the Internet Service is unavailable as a result of: (i) the acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of equipment, applications or systems not owned or controlled by TDS; (iii) Force Majeure events; or (iv) scheduled service maintenance, alteration, or implementation.

MAINTENANCE:

Normal Maintenance. "Normal Maintenance" refers to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Internet Service, including possible outages. Such effects related to Normal Maintenance shall not give rise to service credits under this Addendum. Normal Maintenance shall be undertaken only between the hours of 10:00 PM and 6:00 AM Local Time.

Urgent Maintenance. "Urgent Maintenance" refers to efforts to correct network conditions that are likely to cause a material Internet Service outage. Such effects related to Urgent Maintenance shall not entitle Customer to service credits as set forth in this Addendum. TDS may undertake Urgent Maintenance at any time deemed necessary and shall provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

ADDENDUM NUMBER 7: MANAGEDIP HOSTED STATEMENT OF WORK

This addendum is entered into as of the last signature date below by Communications Corporation of Indiana (“**TDS**”) and Town of Whitestown, Indiana (“**Customer**”). It modifies the parties’ Telecommunications Service Agreement dated 4/25/2025 (“**Agreement**”). In the event of any conflict between the terms of this addendum and the Agreement, the terms of this addendum will control. Except as expressly modified herein, the Agreement shall otherwise remain unmodified and in full effect. Capitalized terms not defined within this addendum will have the definitions assigned to them in the Agreement.

1. INTRODUCTION.

- 1.1. This addendum applies to TDS’s managedIP Hosted VoIP voice solution (“**managedIP Hosted**”).
- 1.2. There are two deployment methods for managedIP Hosted:
 - 1.2.1. **Standard Deployment:** Customer provides and manages the router and switch at the service address without TDS technical support.
 - 1.2.2. **Managed Deployment:** TDS provides and manages the router and switch at the service address and provides TDS technical support.
- 1.3. Customer’s selected deployment method is identified in the Agreement.
- 1.4. Section 5 of this SOW outlines the scope of work and applicable terms and conditions for Standard Deployment. Section 6 outlines the scope of work and applicable terms and conditions for Managed Deployment. All other sections apply to Customer’s managedIP Hosted installation and service regardless of Customer’s deployment method.
- 1.5. Product availability is not guaranteed. TDS will promptly inform Customer if there are product availability issues that will impact the service delivery timeline.
- 1.6. TDS may bill Customer on a time and material basis if Customer requests additional services beyond the scope of this Statement of Work, or if TDS personnel spend additional time on Customer’s service implementation due to factors not contemplated by this Statement of Work, such as network issues, coordination with Customer’s thirdparty vendors, construction-related delays, and other scenarios beyond TDS’ reasonable control.

2. PROJECT MANAGEMENT AND TRAINING.

- 2.1. **TDS Responsibilities.**
 - 2.1.1. TDS will assign a Project Consultant to Customer’s installation. The Project Consultant will be Customer’s primary contact and will collaborate with Customer to ensure that the managedIP Hosted service is delivered in a timely manner and as specified in this Statement of Work.
 - 2.1.2. The Project Consultant will provide a limited number of free training hours as outlined below. TDS will bill Customer for any additional training hours requested by Customer at an hourly rate per Section **Error! Reference source not found.** below.
 - 2.1.2.1. Administrator Training: Two to three days before implementation, a Project Consultant will collaborate with Customer’s designated Administrator to conduct training on setting up the managedIP Hosted service. During the training, TDS will provide Customer’s Administrator with an *End User Implementation Packet* to distribute to all end users before implementation. This will include up to 2 hours of live online training time.
 - 2.1.2.2. End User Training: A Project Consultant will be available after service implementation to conduct a group review of the telephones with Customer’s end users, discuss the *End User Implementation Packet*, and address any end user questions about the applications and/or the web portal. This will include up to 2 hours of live online training per location.
 - 2.1.3. After Customer’s installation, A TDS Account Executive/Account Manager will be available to answer any general questions regarding the new system. They will be Customer’s single point of contact for additional products and services such as: additions to Customer’s system, Internet, Local Phone Service, Long Distance, Conferencing Solutions and Data needs.

2.2. **Customer Responsibilities.** To facilitate a smooth service deployment and delivery process, Customer agrees to:

- 2.2.1. Provide a single contact to participate in meetings, program gathering and trouble-resolution;
- 2.2.2. Provide a single point of contact to assist with data information gathering; and
- 2.2.3. Provide a single point of contact that will serve as Company Administrator. The Company Administrator will be responsible for a variety of deployment tasks, including:
 - a) Attending the Administrator Training and providing all final documentation on Auto Attendant recordings, telephone number assignments and routing of Hunt Groups;
 - b) Leading and coordinating the group employee End User Training process;
 - c) Resetting Web Portal and Voice Portal passwords for all users (when required);
 - d) Populating and maintaining basic Profile information for users (e.g., first/last names);
 - e) Initial and ongoing configuration of all group services including Auto Attendants, Hunt Group services, Account/Authorization Codes, and any other customer-configurable services Customer subscribes to;
 - f) Assisting users with user-configurable changes;
 - g) Taking the lead in setting up the system to Customer's business needs and coordinating the end user implementation;
 - h) Distributing the End User Implementation Packets to all end users and assist in getting each user ready for the implementation;
 - i) Scheduling the Group End User Meeting with all of Customer's end users, at which time the TDS representative will be available for questions;
 - j) Serving as the main contact for all of Customer's end users during and after the transition to managedIP Hosted.

3. MINIMUM LOCATION REQUIREMENTS; PREREQUISITES FOR DEPLOYMENT; GENERAL EXCLUSIONS.

- 3.1. Unless otherwise communicated to Customer during the implementation process, TDS will reuse existing cabling and wiring infrastructure that conforms to the technical requirements outlined in the applicable Customer Responsibilities section below.
- 3.2. TDS will not physically install cabling or infrastructure hardware that does not meet the technical requirements. Any existing cabling not suitable for transmission must be replaced at Customer's expense prior to service installation.
- 3.3. TDS is not responsible for any cabling or wiring connecting one switch to another switch.
- 3.4. The integrity and condition of Customer's data network infrastructure, including (but not limited to) the structured cabling system (including CAT5 wiring, patch panels, Ethernet patch cables, data jacks, etc.) and LAN switches, are Customer's sole responsibility.
- 3.5. Customer will ensure that connectivity from the TDS LAN switch(es) to the IP telephone are direct Ethernet connections. TDS does not allow or support any switches, hubs, or other devices between the TDS-provided data switch and individual IP telephones as this could cause voice quality issues and/or phone inoperability.
- 3.6. Customer will configure and install any Internet services purchased from a third-party provider.
- 3.7. Customer will provide Internet bandwidth equal to or greater than the maximum number of concurrent voice calls PLUS standard data use; each call uses approximately 100 kbps of bandwidth. Not having adequate bandwidth to meet the foregoing requirements could result in poor call quality. In addition to bandwidth requirements to support concurrent calls, Customer must ensure there is adequate bandwidth available to support VoIP and video calling usage requirements (VoIP calls require approximately 100kbps of bandwidth and video calls require approximately 1.5mbps of bandwidth).
- 3.8. Customer will Contact service provider(s) (other than TDS) to determine whether Customer has any contractual liabilities. TDS assumes no liabilities associated with Customer's current provider(s).

- 3.9. Customer will notify its alarm company (if applicable) of its intent to switch local carriers and coordinate any action required.
- 3.10. Customer will install and verify compatibility of any Customer-owned headsets, microphones, video cameras, or other devices that may be used with the TDS-provided IP telephones and Unified Communications application soft phone.
- 3.11. Customer will configure the Internet services for use with individual PCs or a local area network (LAN).
- 3.12. Customer will provide all Ethernet patch cables used to connect the Poly phones to the Ethernet wall jacks and then directly to the TDS switch(es) in the phone room. Although the telephones provided with the managedIP Hosted service come with an approximately 7-foot Ethernet cable, it is usually used for the connection between the phone and the PC. All patch cables used for managedIP Ethernet traffic must be Category 5e or better, rated and tested at 100mbps or better, with male RJ45 connectors crimped on both ends. Customer is advised to have spare Ethernet cables to replace any failing cables or existing cables that do not accommodate station connectivity (length) requirements.
- 3.13. Network infrastructure issues that delay service installation may jeopardize the service delivery date and/or result in the cancellation of Customer's order. If Customer's order is cancelled due to network infrastructure issues, Customer shall be charged the full amount of any waived installation fees, but no other early termination charges. TDS is not responsible for service-impacting issues that occur because of Customer's data network infrastructure problems.
- 3.14. Any TDS labor incurred and attributed to Network/LAN performance issues will be considered out of scope and may be billed to Customer on a time and material basis per Section **Error! Reference source not found.** below unless a full Network Assessment has been performed and all issues are resolved to TDS' standards and satisfaction before implementation.
- 3.15. In the event of a facility conversion for an existing TDS managedIP customer, new telephones shall not be provided unless requested and purchased by Customer under the Agreement; instead, the telephones associated with the existing managedIP service will be converted to the new access service.

4. SCOPE OF WORK – STANDARD DEPLOYMENT

- 4.1. **TDS Responsibilities.** For a Standard Deployment, TDS will:
 - 4.1.1. Design and initially configure the managedIP stations and optional features as purchased by Customer;
 - 4.1.2. Deliver devices and equipment purchased by Customer to Customer's designated address;
 - 4.1.3. Configure and install Internet services, if and as purchased by Customer from TDS.
- 4.2. **Customer Responsibilities.** For a Standard Deployment, Customer will:
 - 4.2.1. Provide the required Local Area Network (LAN) equipment for managedIP Hosted. This means a Router for DHCP functionality and a LAN Switch for all IP connected devices;
 - 4.2.2. Comply with the TDS recommended Router settings in the managedIP Hosted Deployment Guide at <http://support.tdsmanagedip.com/hosted>;
 - 4.2.3. Unpack, assemble, program, and install devices and equipment;
 - 4.2.4. Directly connect the IP telephones to the Customer-managed LAN switch or Wi-Fi network and verify that each IP telephone has registered to the managedIP application and is able to place outgoing calls to receive incoming calls to/from the Public Switched Telephone Network (PSTN); and
 - 4.2.5. Install managedIP clients on any workstations or devices requiring the application. Customer must maintain any Customer-owned hardware and software in compliance with the managedIP Hosted clients and applications compatibility requirements.
- 4.3. **Exclusions.** TDS is not responsible for any cabling or wiring connecting one switch to another switch.

5. SCOPE OF WORK – MANAGED DEPLOYMENT

- 5.1. **TDS Responsibilities.** For a Managed Deployment, TDS will:
 - 5.1.1. Unpack, assemble, program, and install devices and equipment as listed on the Agreement;

- 5.1.2. Extend the Internet demarcation point in the building to where the TDS router will be installed (if necessary);
 - 5.1.3. Directly connect IP telephones to the TDS-managed LAN switch or Wi-Fi network and verify that each IP telephone has registered to the managedIP application and is able to place outgoing calls and receive incoming calls to/from the Public Switched Telephone Network (PSTN);
 - 5.1.4. Provide support to the demarcation point, which is the primary or first switch provided by TDS on Customer's network;
 - 5.1.5. Design and initially configure the managedIP stations and optional features as purchased by Customer;
 - 5.1.6. Configure and install any TDS Internet services purchased by Customer;
 - 5.1.7. Configure and install the TDS-managed Data Router;
 - 5.1.8. Configure and install the TDS-managed LAN Switch(es);
 - 5.1.9. Configure and install the TDS-managed transport aggregation equipment, if applicable;
 - 5.1.10. Inform Customer after order submission of the estimated installation timeline; installation scheduling varies by location depending upon available resources and facilities;
 - 5.1.11. Identify fax, modem, and alarm circuits that are not connected to the managedIP service;
 - 5.1.12. Install required analog/fax line with other managedIP services making cross-connect(s) and termination(s) with any existing inside-cabling;
 - 5.1.13. Remove all debris associated with installation (boxes, wire, etc.); and
 - 5.1.14. Provide reasonable assistance and support to third-party vendors hired to install other services or equipment at Customer's premises. TDS will have no responsibility for any services or equipment installed by third-party vendors.
- 5.2. **Customer Responsibilities – Managed Deployment.** For a Managed Deployment, Customer will:
- 5.2.1. Provide a single point of contact on the day of implementation and have the IT representative available;
 - 5.2.2. Install managedIP Hosted clients on any workstations or devices requiring the application. Customer is responsible for maintaining any Customer-owned hardware and software in compliance with the managedIP Hosted clients and applications compatibility requirements;
 - 5.2.3. Provide an RJ45 Ethernet handoff from the ISP device or Customer's router to the TDS CPE router if Internet service is from an access vendor other than TDS;
 - 5.2.4. Provide and arrange for all necessary cabling and equipment required to extend data network connectivity beyond the TDS-managed data switch;
 - 5.2.5. Choose whether to have TDS provide the default gateway and DHCP services;
 - a) If TDS provides the default gateway and DHCP services, Customer will be assigned the standard TDS network assignment/IP address space.
 - b) It is Customer's responsibility to make any accommodations for this, including updating any static IP addresses used in Customer's LAN/WAN (e.g., printer).
 - 5.2.6. Provide publicly routable IP addresses that are from the same subnet;
 - a) A single IP address from a /30 block will be used for TDS voice service. There will be no usable IP addresses for Customer's data service via the TDS router.
 - b) IP addresses from a /29 or /28 block must be consecutive.
 - c) IP addresses from a /27, /26 or /24 block do not need to be consecutive.
 - 5.2.7. Ensure that any Customer router between the TDS CPE router and the ISP device does not block or filter any ports;
 - 5.2.8. Ensure that Customer-provided Internet is accessible in the same physical room as the TDS equipment without barriers;
 - 5.2.9. Provide unrestricted access to all areas where equipment is to be installed;
 - 5.2.10. Identify equipment locations, cabling summary, floor plans and end user information;

- 5.2.11. Provide equipment room that meets manufacturer power, grounding, space and environmental specifications;
- 5.2.12. Provide a 2' x 2' wall space or 12" of rack space (19" width minimum) to mount the TDS-owned router and switch(es);
- 5.2.13. Provide a dedicated quad AC outlet and ensure it is available within 4 feet of the TDS wall board or rack space;
- 5.2.14. Provide uninterrupted power source ("UPS"), battery backup, or other power source to supply power backup to managedIP data router, data switch(es), and/or TDS transport aggregation equipment if backup power and continued operation of managedIP services is required in case of commercial power failure. If the TDS transport aggregation equipment is located in separate area (away from router/switch), an additional battery back-up will be required for this device;
- 5.2.15. Uninstall, disconnect, and remove any Customer Premises Equipment ("CPE") provided by other vendor(s) that will be abandoned at the time of managedIP Hosted implementation;
- 5.2.16. Reconfigure any existing data networking equipment for compatibility and integration with the managedIP Hosted service; and
- 5.2.17. Assist TDS technician with connecting any IP phones to Customer's Wi-Fi network; if Ethernet cabling is not available, enter Wi-Fi network information, including password, into the phone configuration during installation.

5.3. Scheduling Issues.

- 5.3.1. If a Customer contact or IT representative responsible for Customer's LAN is not available on the day scheduled for implementation, TDS may delay the implementation and bill Customer a \$250.00 redeployment fee.
- 5.3.2. TDS may also delay the implementation and bill Customer a \$250.00 redeployment fee if on the day scheduled for implementation, any of the following occur:
 - a) Customer did not give TDS access to the building;
 - b) Customer has not completed the work identified on the Site Readiness Checklist (provided to Customer during the implementation process) by the due date provided by TDS;
 - c) Customer's IT vendor needed for the installation is not on site or ready for the installation; or
 - d) Customer is not ready for TDS to complete the installation for any other reason, including, but not limited to, Customer's failure to have the site ready with a rack, mounting board or shelf to house TDS equipment, and four unoccupied AC outlets available within four feet of the equipment.

5.4. Exclusions.

- 5.4.1. TDS is only responsible for network connectivity to Customer's demarcation point up to any active port(s) on the TDS-managed LAN switch. TDS is not responsible for network connectivity beyond this point.
- 5.4.2. Telephones that register when connected directly to a TDS-managed router but do not work properly when connected to Customer's network cabling infrastructure or wall jack will be considered successfully installed and will be left with Customer on the day of installation for Customer's placement upon correction of network and/or other issue(s).

- 5.5. **Notice of Possible Outages.** During installation, PC's and/or other data terminal equipment may be powered down if the TDS installer will be placing an IP phone at a data jack/port that will be used for both the phone and the computer equipment (i.e., the data switch on the back of the IP phone will be used).

6. CALL TROUBLESHOOTING

If Customer reports call quality issues, TDS may deploy a tool that gives us the ability to troubleshoot at the raw packet level (the "Tool"). This includes the ability to record and playback the audio from customer's inbound and outbound calls and perform advanced Real-time Transport Protocol (RTP) stream analysis. The Tool will only be deployed when a customer has reported a technical issue to TDS Support, and it will be turned off as soon as the reported issues are

resolved. Access to and use of the Tool is limited to a small number of TDS associates on our Advanced Support team; access and use is strictly monitored by our IT Security team, and subject to regular audit procedures.

7. WARRANTY; SERVICE TERMS; INDEMNIFICATION.

- 7.1. Poly telephone sets purchased from TDS have a limited warranty. If a device is deemed defective within the applicable warranty period, TDS will provide a replacement unit free of charge. After the warranty period, Customer will be responsible for the standard equipment costs associated with replacement units; additionally, TDS may charge Customer a technician visit charge if TDS dispatches a technician to Customer's location(s) to deliver or install the replacement units.
- 7.2. Customer will only use the managedIP Hosted service for business, non-residential purposes and if this situation ever changes, Customer will discontinue use of the managedIP Hosted service.
- 7.3. The terms of this Statement of Work and TDS's service terms, including any indemnities, limitations of liability and associated waiver of damages, shall also apply to TDS's affiliates, agents, employees, officers, contractors, vendors, suppliers, and licensors, and such parties are express third-party beneficiaries of these terms.
- 7.4. Customer is not a third-party beneficiary of any agreements between TDS and its suppliers, vendors, or licensors with relation to the services provided hereunder by third parties.
- 7.5. Customer is responsible for complying with all requirements, including all state and federal laws, statutes, and regulations, relating to privacy or call recording or otherwise arising out of the use of any call recording equipment provided, and will defend, indemnify, and hold TDS harmless from any liabilities, costs, and expenses (including reasonable attorney fees) arising from or related to any violation of such requirements. TDS is not responsible for meeting compliance with any such requirements, including without limitation any FCC and state requirements for call recording.

8. E911 TERMS.

- 8.1. Customer agrees to inform all users of the managedIP Hosted service of the potential complications arising from the delivery of emergency services when dialing 911. Specifically, Customer acknowledges and agrees to inform all employees, guests, and other individuals who may use the managedIP Hosted service of the limitations detailed below.
- 8.2. Customer acknowledges and agrees that the 911 services associated with managedIP Hosted service are different from those offered by traditional telephone services.
- 8.3. 911 service will NOT work if Customer experiences a power outage or an outage or any network disruption. Outages in electricity and problems with internet connections, including network congestion, will disrupt any TDS managedIP service and Customer will not be able to use it for 911 emergency calling.
- 8.4. If Customer has a service outage due to a suspension of the account due to billing issues or for any other reason, Customer will not be able to use the managedIP Hosted service for any calls, including for emergency service or 911 calls.
- 8.5. 911 Services will only be available in the location associated with the particular telephone number assigned to Customer. For Basic 911 Services or E911 to be accurately routed to the appropriate emergency call center, Customer must provide a TDS assigned or ported telephone number as the call-back telephone number for all 911 calls.
- 8.6. Customer may not be able to reach the correct emergency service if Customer registers an incorrect service address. Customer further acknowledges that failure to provide a correct physical address in the correct format may cause all Basic 911 Service or E911 calls to be routed to the incorrect local emergency service provider. Furthermore, Customer recognizes that use of the managedIP Hosted service from a location other than the location to which such service was ordered, i.e., the "primary registered address," may result in Basic 911 Service or E911 calls being routed to the incorrect local emergency service provider.
- 8.7. Customer may not be able to reach the correct emergency services if the phone is moved to a location different from the address initially registered. It is important that Customer register the correct location every time

equipment associated with the managedIP Hosted service is moved. If managedIP Hosted equipment is moved to another location without reregistering, when Customer dials 911, the caller may not be able to reach any emergency personnel. Even if the caller does reach emergency personnel, it may not be the emergency personnel near the actual location and this emergency personnel may not be able to transfer the call or respond to the emergency.

- 8.8. Customer acknowledges and agrees that on a phone with a “shared call appearance” (“**SCA**”), the emergency services personnel responding to a 911 call may see the physical address of the main location associated to the account and not the actual location where the SCA line is selected. CUSTOMER MUST ASSURE THE USE OF THE “MAIN LINE” FOR ACCESSING 911 IN AREAS WHERE A PHONE WITH A SCA LINE IS IN SERVICE.
- 8.9. TDS WILL PROVIDE CUSTOMER WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING NOTED ABOVE. CUSTOMER AGREES TO PLACE A LABEL ON AND/OR NEAR EACH TELEPHONE OR OTHER CUSTOMER PREMISE EQUIPMENT ON WHICH THE SERVICES MAY BE UTILIZED. IF ADDITIONAL LABELS ARE REQUIRED, CUSTOMER MAY REQUEST THEM FROM TDS.

9. IP ADDRESS INFORMATION

- 9.1. For TDS Internet Customers: If the Agreement includes asymmetrical data access provided by TDS (e.g., TDS DSL, PON, SDI and, in certain markets, coax and fiber internet products):
 - 9.1.1. Static IP addresses from other ISPs will not be transferable to TDS managedIP Internet service.
 - 9.1.2. New TDS static IP(s) will be assigned, and Customer’s equipment may need to be reconfigured.
 - 9.1.3. TDS will assign the IP addresses that will be used by Customer to configure their internal (LAN) facing Ethernet ports on their equipment based on the conditions defined above.
- 9.2. For Bring-Your-Own-Bandwidth Customers: If the Agreement includes symmetrical or asymmetrical data access provided by Customer, Customer will provide TDS a public static IP address within Customer’s usable IP subnet to manage TDS’s managedIP equipment.

ADDENDUM NUMBER 8: TELECOMMUNICATIONS SERVICE TERMS AND CONDITIONS

1. Agreement. This "Agreement" shall mean the attached Telecommunications Service Agreement entered into between TDS and Customer, which includes and incorporates by reference these Telecommunications Service Terms and Conditions. The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services ("Services") identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Executed Amendments and Addenda are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services disclaimers, Internet Network Management, Privacy Policy, and Acceptable Use Policy [together referred to as the "TDS Internet Terms of Service"] as stated on www.tdsbusiness.com also apply to any Internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the TDS End User License Agreement (for email service) if Customer chooses to use TDS-provided email service, and the TDS ePay User Agreement if Customer chooses to use the TDS ePay service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. Service Installation; Customer Requirements and Responsibilities. TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer's premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer's sole responsibility to provide and arrange for all necessary wiring and equipment, including any required to extend dial tone (including phone system programming), and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, right to make use of all existing poles, conduits, wiring and other facilities on the premises which Customer owns or controls (the "Premises"), a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer's Premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. Neither Customer nor the owner or any resident of the Premises shall have any right, title or interest in the equipment. The equipment shall always be owned by TDS and shall not be a fixture of the Premises. Upon the expiration or termination of this Agreement, or the expiration of TDS's legal right to provide Service to the Premises, at TDS' option, TDS may remove reasonably accessible equipment from the Premises within a reasonable time, or require Customer to return all TDS-owned equipment to TDS (as described in Section 11.1). If TDS installs wiring on the Premises, the following clause applies: Upon the expiration or termination of this Agreement, or the expiration of TDS's legal right to provide Service to the Premises, at TDS's option upon notice to Customer: (i) TDS may remove the wiring from the Premises within a reasonable time; (ii) Customer shall purchase from TDS the wiring on the Premises at the fair market value for the full replacement of such wiring, including labor; or (iii) TDS may abandon the wiring in place. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer's passwords or access to Customer's equipment or systems with or without Customer's knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer's passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information

and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer's location.

3. Billing. Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract amount committed to under this Agreement, as well as all applicable taxes and fees. All invoices are due within 30 days from date of invoice. However, Customer shall not be subject to any late fees. With regard to any video services provided hereunder, TDS may adjust the video monthly service charges once in each calendar year. In the event the video monthly service charges increase above 10% in a calendar year (excluding increases due to changes in the type or quantity of Services purchased by Customer), Customer will have the ability to terminate the video services within 30 days of written notice of the increase. The video monthly service charges are exclusive of taxes and external fees including, but not limited to, franchise and other governmental fees. In addition to the above, in the event that any action taken by any legislative, judicial or regulatory body, or any underlying services provider that TDS utilizes to deliver the Services, directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of the monthly service charges set forth in this Agreement upon 30 days' notice and, except with regard to increases in the video monthly service charges that are 10% or less, Customer will have the right to terminate this Agreement within 30 days of written notice of the increase in such monthly service charges. Customer agrees that any unlimited Service is being provided based on reasonable usage, and that use of the Service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer's usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer's bill. The separate pricing may not be used with any other product or bundled products. It is the Customer's responsibility to review the monthly invoices for accurate representation of charges. Disputes concerning the accuracy of any invoice that has been paid must be brought in writing within 3 months of the due date of the invoice.

4. Warranty. TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER "AS IS" AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER'S LOCATION OR IF CUSTOMER'S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. Limitation of Liability. TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TDS OVER THE MOST RECENT 6-MONTH PERIOD FOR THE SPECIFIC SERVICES

IN DISPUTE; FOR ALL OTHER CLAIMS TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS 12 MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN 12 MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. Insecurity of the Internet. CONNECTION TO THE INTERNET CREATES INSECURITY. Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software. Availability of Internet service varies and speeds advertised may not be available at all service addresses. Certain speeds are only offered in areas served by TDS Fiber. Actual speeds experienced by customers vary and are not guaranteed. Speed ranges advertised are expressed as "up to" to represent network capabilities between customer location and the TDS network. Speeds vary due to factors, including but not limited to: distance from switching locations, network equipment, delivery technology, external/internal network conditions and video stream utilization.

7. Default. An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS, and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. Remedies. Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. Interruption of Services. For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly service charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law

or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly service charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly service charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly service charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. Support. The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

10.1 Warranty. Internet access equipment and/or Polycom® telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by TDS, are not supported by TDS.

10.2 Boundaries.

10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device and the equipment is not supported.

10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device. When TDS is able to verify circuit integrity the support boundary is met.

10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.

10.3 Activation.

10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.

10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.

10.3.3 Limits – Activation is limited according to the boundaries listed in Sections 10.2.1 and 10.2.2 above.

10.4 Unsupported Routers. Routers not purchased through TDS are unsupported. TDS will not provide support services for unsupported routers.

11. Term and Termination.

11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified in this Agreement, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). The Term commences on the Service Commencement Date for the applicable Service and continues for the number of months specified in this Agreement for such Service following the Service Commencement Date. Upon the expiration of any Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such

Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, unless otherwise directed by TDS in writing, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.

11.2 Customers who terminate Service prior to the expiration of the applicable Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers, and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates this Agreement or any Service prior to expiration of the committed Term, Customer shall also pay TDS an early termination charge equal to: (a) fifty percent (50%) of the unpaid balance of the monthly service charges that would have been due throughout the remainder of the Term, plus one hundred percent (100%) of the outstanding balance for Services provided up to the date of termination; plus (b) the full purchase price of any equipment, minus the amounts already paid on a per month basis up to the date of termination. Customer agrees that the foregoing early termination charges are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing Service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other Services ordered by Customer in this Agreement.

11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. Subsequent Additions/Deletions. For each new product or service added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account. Any preferred customer discounts, volume discounts or promotional discounts are subject to change if Customer deletes Services from the original service agreement. Any adjustments in special discounts will be quoted at the time of the request on an individual case basis.

13. Special Construction. Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional Services, a special construction charge will apply in addition to the monthly service charges. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. Insurance. Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

15. Miscellaneous.

15.1 Confidentiality: The parties will hold the pricing and other non-public terms and conditions of this Agreement in confidence, and will not reveal the same to any person or entity except: with the written consent of the other party; to the extent necessary to comply with a public records request made under the Indiana Access to Public Records Act or the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party); as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; or in order to enforce its rights pursuant to this Agreement.

15.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law). The parties agree that all claims arising out of this Agreement shall be brought in Boone County, Indiana or in the Federal District Court for the Southern District of Indiana.

15.3 Attorney's Fees and Costs: In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.4 Extraordinary Circumstances: TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.5 Entire Agreement: This Agreement, and any executed Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.6 Customer Representations: Customer represents to TDS that Customer is the legal owner or tenant of the Premises, and that no other person has any rights in the Premises that conflict with TDS's rights under this Agreement. Customer shall not attach to or use, and shall not allow anyone else to attach to or use, the TDS equipment for any purpose without TDS's prior written consent. Customer shall use its best efforts to comply with all applicable theft of service laws. At TDS's request, Customer, or a representative designated by Customer, shall accompany TDS's employees or agents into any part of the Premises for the purpose of installing the TDS equipment. If Customer is not the owner of the Premises, Customer represents that he/she has obtained all necessary permissions from the owner to enter into this Agreement. Customer represents that the person signing the Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.7 Severability; Survival of Terms: Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.8 Assignment: Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.9 Taxes: In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer. Notwithstanding the foregoing, TDS acknowledges that Customer is a tax-exempt entity and agrees not to charge or collect any sales, use, or similar taxes in connection with this Agreement. Under no circumstances shall Customer be liable for taxes from which it is legally exempt.

15.10 Waiver: A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.11 Electronic Documents: TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

15.12 Notices: Any legal notice required to be given by Customer to TDS under this Agreement shall be in writing and shall be delivered personally, sent postage prepaid by U.S. certified mail, or by facsimile with electronic confirmation addresses listed below:

To TDS: TDS Telecommunications, LLC
ATTN: LEGAL DEPARTMENT
525 Junction Road
Madison, WI 53717

With a copy to: legal_team_notices@tdstelecom.com

To Customer: Town of Whitestown
ATTN: Michael Kistner
6210 Veterans Drive
Whitestown, Indiana 46075

And Taft Stettinius & Hollister LLP
ATTN: Ashley Ulbricht
One Indiana Square, Suite 3500
Indianapolis, IN 46204

With a copy to Katie Barr, Town Manager, at kbarr@whitestown.in.gov

Notice to TDS is considered received on the earlier of the day it was actually received or the day its delivery was refused. TDS may provide service-related notices to Customer under this Agreement by the following methods: Electronic mail (email) addressed to Customer's designated email address; text message to Customer's designated cell phone number (if Customer elected to receive notifications in such manner); bill message included in Customer's monthly invoice; or by U.S. Mail or courier service at the Customer's business address set forth in their account. Message and data rates may apply with regard to text messages. Unless otherwise stated in any such notice or communication, all notices or other communications to Customer shall be deemed effective on the date of electronic mailing, the date the text message was sent, or on the fourth calendar day following the date of first-class mailing or deposit with a commercial courier service. .

15.13 Non-Discrimination: TDS represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status.

15.14 E-Verify: Pursuant to I.C. § 22-5-1.7 et seq., TDS represents and warrants that: 1) it is enrolled in and verifies the work eligibility status of all of its newly-hired employees using the E-Verify program; and 2) that TDS does not knowingly employ any unauthorized aliens and/or undocumented persons. Upon Customer's request, TDS shall provide Customer with documentation that it has enrolled and is participating in the E-Verify program. The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

15.15 Iran Certification: Pursuant to I.C. § 5-22-16.5, TDS certifies that, in entering into this Agreement, it does not engage in investment activities within the Country of Iran.