



Version 5/27/22

COMMERCIAL SERVICE LEVEL AGREEMENT
(TERMS & CONDITIONS)

IdeaTek Telcom, LLC

This Commercial Service Level Agreement (Agreement) is Ideatek Telcom, LLCs ("IdeaTek") standard terms and conditions for its commercial service customers (non-residential). These terms and conditions may be updated from time-to-time at IdeaTek's sole and exclusive discretion. Any Commercial Service Level Agreement and terms and conditions agreed to between Ideatek and any commercial customer shall control and supersede any conflicting terms and conditions found within this Agreement for that particular customer. By accepting service, and in the event no separate and distinct agreement exists between Ideatek and a commercial customer, that customer agrees to be bound by the terms and conditions contained herein.

1. Definitions.

- a. "Customer" - Any reference in this Agreement to "Customer", "You", and/or "Your" shall mean the individual, agency, school, and/or entity subscribed to Ideatek's service(s) and to be bound by the terms of this Agreement.
 - b. "IdeaTek" - Any reference in this Agreement to "IdeaTek", "We", "Our", and/or "Us" shall mean Ideatek Telcom, LLC service provider
 - c. "Services" - Any reference in this Agreement to "Services" shall mean any internet, data, voice, E911, or any other service or group of services provided to Customer by Ideatek.
2. **Use** Customer may use the Services for any lawful purpose, provided that such purpose does not interfere with or impair service or the privacy of any communication over any of the facilities and equipment comprising the IdeaTek networks.
3. **Customer Responsibilities** Customer is responsible for arranging all necessary rights of access within the Service premises, including space for cables, conduits, and equipment as necessary for IdeaTek-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by IdeaTek. Such access shall include provision for 24/7 access to said equipment and facilities and, if necessary, temporary provisioning of cable and electronic equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for IdeaTek's equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties.
4. **Payment** Customer shall pay for all monthly service charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation. IdeaTek shall notify customer when installation / activation of Service is complete. Any amount not received by the due date shown on the applicable bill will be subject to a late charge at the maximum rate allowed by law. Customer shall pay the monthly fees specified in the "Service Agreement" section of this contract for the use of the Services. Taxes will be separately stated on the Customer's invoice. If Customer is tax-exempt under Federal or state law, Customer may submit to IdeaTek a tax-exempt certificate which is valid with the appropriate taxing authority and IdeaTek will not assess the applicable tax to Customer. Customer shall notify IdeaTek if Customer's tax-exempt status changes during the term of this Agreement. No interest will be paid on deposits unless otherwise required by law.
5. **E-Rate Customers** Customers seeking reimbursement under the Federal Universal Service Fund agree that it is the customer's responsibility to file for such reimbursement (E-Rate funding). If E-Rate funding is denied or



decreased by the Schools and Libraries Division of USAC, IdeaTek may then elect to decrease the level of Services provided, invoice customer for the unpaid balance of this service contract not fulfilled by E-Rate funding, or terminate this agreement at its exclusive option. Customer invoice will be credited at the time of E-Rate reimbursement receipt.

6. **Service Installation** IdeaTek shall use commercially reasonable effort to install, provision and make the Services available for Customer's use within time frame estimates provided to customer at time of installation. Service availability shall mean that IdeaTek has completed its obligations to install the IdeaTek equipment and facilities set forth in the Agreement necessary to provide Customer the Services. Installation Delays outside of IdeaTek's control may occur from time to time and in this event IdeaTek will notify customer.

7. **Equipment** Customer agrees that IdeaTek shall retain all rights, title and interest to facilities and equipment installed by IdeaTek thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Upon disconnection of the Services, IdeaTek shall remove its equipment and shall have the right, but not the obligation, to remove all other IdeaTek owned facilities from any applicable premises. IdeaTek shall use reasonable efforts to maintain the Services at no cost to Customer provided, however, that IdeaTek shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish and IdeaTek may assess Customer a charge for any service call when no trouble is found in IdeaTek's facilities. Customer agrees to take proper care of the equipment, including, but not limited to voice-service and internet equipment. All equipment should be stored at room temperature, kept away from any source of moisture, and be connected to a dedicated power source. Tampering, modifying, or changing any equipment or cabling installed or maintained by IdeaTek is dangerous and could result in injury or worse. Tampering, modifying, or changing any equipment or cabling installed or maintained by IdeaTek IS DANGEROUS and may result in service outages, including outages of emergency 911 service. **FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN REDUCED BATTERY LIFE / ENDURANCE AND MAY CAUSE SERVICE OUTAGES, INCLUDING OUTAGES OF EMERGENCY 911 SERVICE.**

8. **Service Interruptions/Credit Allowances** Service Interruption is a loss of Services or a degradation of signal to the Customer that adversely affects the ability of Customer to use the Services. A credit allowance will be given when the Service is interrupted, except as specified below. A Service Interruption is not a Default under this Agreement but may entitle Customer for credit allowances as provided herein. An interruption period begins when Customer reports an interruption in Service to IdeaTek. Credit allowances shall not apply to interruptions: (i) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents, (ii) due to failure of power or other equipment provided by Customer or others; (iii) during any period in which IdeaTek is not allowed access to the Service premises; (iv) due to maintenance and repair operations scheduled in advance with Customer; (v) caused by fiber cuts or other wiring cuts on the premises of Customer (unless caused by IdeaTek); (vi) caused by an outage in Customer's internal network, internal wiring, Private Branch Exchange (PBX) or multiplexers; (vii) caused by an outage in Customer's long distance IdeaTek's network or switching equipment; or (viii) force majeure.

Interruption Length	Percentage MRC Credit	Percentage MRC Credit Ring Protected
Less than 5 minutes (99.99% availability)	None	None
5 minutes up to 2 hrs	10% of MRC	20% of MRC
2 hours up to 4 hrs	25% of MRC	50% of MRC
greater than 4 hrs	50% of MRC	100% of MRC



The Service Interruption Credit amount will be based upon the MRC for the Services affected by the Service Interruption as reasonably determined by IdeaTek. For an example, if the Customer has a multi-site network and experiences a loss of service for more than 1 hour to one site on that network, Customer will be issued a credit, as described above, based upon the MRC applicable to the affected site only. **All** credits for Service Interruptions must be requested by Customer within 10 business days of Service Interruption and request must be made to IdeaTek's Customer Service Department. Customer shall include the Trouble Ticket number for credit verification. In no event shall the Credit allowance to Customer in any thirty (30) day period exceed one month's MRC.

9. **Trouble Reports** IdeaTek shall maintain a 24 hours a day 7 days a week point-of-contact for staff to report service troubles, outages or service interruptions. Trouble Reports received by IdeaTek will be responded to within one (1) hour after receipt of the Trouble Report. IdeaTek will endeavor to cure the issue addressed in the Trouble Report within two (2) hours after receipt of the Trouble Report.
10. **Voice Services** Voice Services (including access to IdeaTek's enhanced 911 service) require electrical power supplied at the Customer premise. Although IdeaTek does not offer a battery backup system, please contact us and we can assist Customer in locating a proper solution that can provide battery backup services to avoid any downtime in the event of an electrical power outage. IdeaTek will not be responsible for the monitoring and/or replacing of a backup battery not supplied by IdeaTek. If the equipment that supplies Customer's telephone Service is disconnected or removed and a battery backup is not installed or the battery is not charged, Service, including access to E911, will not be available. Customer acknowledges that IdeaTek uses Customer's telephone Service address to identify its location for E911 Service. **Tampering, modifying, or changing any equipment or cabling installed or maintained by IdeaTek IS DANGEROUS and may result in service outages, including outages of emergency 911 service.** Customer understands that certain telephone services selected may be subject to rates, terms and conditions contained in tariffs on file with, as well as the regulations of, the Kansas State Corporation Commission, and/or the Federal Communications. IdeaTek is required to provide service to all reasonable requests in its designated service area(s). Unresolved questions concerning service availability can be directed to the Kansas Corporation Commission's Office of Public Affairs and Consumer Protection department at 800.662.0027 or public.affairs@kcc.ks.gov.
11. **ENHANCED 911 (E911).**For emergency calls, Ideatek utilizes Enhanced 911 service (E911) which works the same as 911, but will provide the telephone number and location automatically to the emergency service operator. For more information on IdeaTek's E911 service, please go to www.ideatek.com/legal or contact us directly at (855) 433-2835.

When we initially set up Customer's account, we also register Customer's service address according to the information Customer provides to us. Customer may also able to change this information themselves by going to the IdeaTek Voice self-service portal.

IMPORTANT: IDEATEK E911 SERVICES WILL NOT FUNCTION IF THE IDEATEK EQUIPMENT FAILS OR IF CUSTOMER'S SERVICE IS INTERRUPTED OR IS NOT FUNCTIONING FOR ANY OTHER REASON, INCLUDING BUT NOT LIMITED TO: A POWER OUTAGE LASTING BEYOND BATTERY BACKUP, IF ANY; AN IDEATEK NETWORK SERVICE OUTAGE; A NETWORK OUTAGE (INCLUDING POWER OUTAGES) ON CUSTOMER'S LOCAL NETWORK OR ROUTER; OR BUT NOT LIMITED TO IF CUSTOMER'S SERVICE IS DISCONNECTED AT CUSTOMER'S REQUEST OR FOR NON-PAYMENT OF IDEATEK SERVICE CHARGES.

CUSTOMER ACKNOWLEDGES THERE ARE IMPORTANT LIMITATIONS TO THE E911 SERVICE DESCRIBED ABOVE AND AGREES TO REVIEW THE E911 DISCLOSURE/NOTIFICATION ON THE IDEATEK WEBSITE,

PROVIDED BY IDEATEK FOR SAID LIMITATIONS AND/OR CONTACT IDEATEK WITH ANY CONCERNS OR QUESTIONS.

12. **Power Outages and Battery Backup.** In The Event Of A Power Failure Customer's Telephone Service Will Not Work Without Proper Battery Backup(S) To their Internet Connection Equipment, Customer's Router, Customer's



Local Network And But Not Limited To, Customer's Phone(S). Power Failures Can Interrupt 911 Service And Any Home Security Or Medical Monitoring That Relies On Customer's Telephone Service.

Customer should visit www.ideatek.com/legal for other important battery backup disclosure information including options for battery backup services provided by IdeaTek, and details on operation and use of those products.

13. **Taxes and Fees** Customer agrees that the Services rendered may be subject to additional taxes, franchise fees, and other government-mandated fees which IdeaTek is obligated to collect and remit for and/or to different governmental entities and such taxes and fees will be in addition to any quoted service rates.
14. **Surcharges** Consistent with industry-standards, Customer agrees IdeaTek may charge surcharges associated with taxes and surcharges imposed on IdeaTek for doing business within certain jurisdictions and to recover costs related to the administration of the same. The taxes, for which IdeaTek seeks reimbursement through these surcharges, are not covered by the standard tax exemption rules except that the fee to recover administrative costs is covered by the same exemption rules as applies to the Federal Universal Fund Surcharge. The taxes recovered through the surcharges are true costs of doing business to IdeaTek. The surcharges are applied to every customer unless prohibited by customer contract or, in the case of the administrative expense fee, applied to every customer unless exempt from the Federal Universal Fund Surcharge. Such surcharges will be in addition to any quoted service rates.
15. **Termination** Customer, at its sole option, may terminate this Agreement for any reason, provided, however, that all sums for Services rendered shall become immediately due and payable. If Services are subject to a specific term as set forth in this Agreement, Customer shall be liable for a termination liability which shall be equal to all charges for Services rendered to date of termination; plus the monthly recurring charge (MRC) for Services for the remaining term selected by Customer.

IdeaTek may terminate or offer an amendment to any service(s) which is part of this Agreement where regulatory changes, technological changes, increases in associated resale costs and/or other direct costs, or other unknown factors (at this time), cause an unreasonable increase (in IdeaTek's judgment) in the costs of providing such service(s), provided such termination will not incur a termination penalty to the Customer.

16. **Default** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, and if such failure continues for ten (10) days after IdeaTek gives written notice to Customer of same, then IdeaTek, at its sole option, may elect to pursue one or more of the following courses of action: (i) terminate this Agreement whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies as may be provided at law or in equity, including the applicable termination liabilities in Section 8. IdeaTek shall be in Default under this Agreement if it fails to comply with the terms of this Agreement and such failure continues for ten (10) days after Customer gives written notice to IdeaTek.
17. **Limitations of Liability** **If the Service is unavailable, interrupted, degraded, or experiences a service interruption or outage for any reason, Customer's sole and exclusive remedy shall be the credit allowances in Section 9 or its right to terminate this Agreement as provided herein. IdeaTek shall not be liable for any damages for services or equipment of others or for any act or omission of any entity furnishing to customer services or equipment used with the services. IdeaTek shall be entitled to take and shall have no liability for any action necessary, including disconnection, to bring the services into conformance with any governmental mandate. In no event shall IdeaTek be liable for any special, consequential, indirect, exemplary or punitive damages as a result of its performance or nonperformance of this Agreement.**
18. **Indemnity** To the extent permitted by law, IdeaTek, its affiliates, and each of their respective owners, directors, employees, officers and agents shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities or damages (collectively "Claims") arising from use of Services pursuant to this Agreement involving: (i) Claims of third parties, including patrons or end users of Customer, arising out of, resulting from, or related to the Customer's resale or attempted resale of the Services; (ii) Claims for libel,



slander, invasion of privacy, or any infringement of copyright or other intellectual property rights arising from any communication using the Services; (iii) claims arising out of any act or omission of Customer, or end users of Customer, in connection with the Services made available to Customer including claims, without limitation, for all litigation costs, reasonable attorneys' fees and court costs, settlement payments, and any other damages awarded or resulting from any such Claims to the extent allowed by law.

19. **WARRANTIES** THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
20. **Regulatory Authority-Force Majeure** This Agreement may be subject to filing with the regulatory authority with jurisdiction over the Services. If this Agreement is required to be filed, Customer shall execute such additional forms as are reasonably necessary to permit IdeaTek to make an appropriate filing. In some states, this Agreement may not be effective until approved by such regulatory authority. If this Agreement and/or the related filing documents are not approved by the applicable regulatory authority, IdeaTek may terminate this Agreement. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, administrative orders, as amended. Additional terms and conditions contained in tariffs on file with regulatory authorities are incorporated herein. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.
21. **Assignment** Either party may assign this Agreement to any entity merging with a party, or to any entity acquiring substantially all of the assets of a party upon prior notice to the other party, and provided that the assignee shall agree to be bound by the terms and conditions of this Agreement.
22. **Agreement Modification** This Agreement may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought, shall be binding upon the parties' respective successors and assigns, and constitutes the entire agreement between IdeaTek and Customer. The rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.