



- FCC/911/USF/Federal and State taxes, Administrative Fee and Additional Directory Listing charges\* apply and are not included in the Totals below. Local usage charges apply if applicable.
- If Customer chooses TDS as its long distance provider, TDS will block international calling unless specifically identified in the Description of Services/Equipment section of this Agreement.

Customer Initials: mm Date: 4-13-15 \*Total: \$4,550.00 \*Total: \$96,550.00

Select TDS Company:

1. **Agreement.** This Telecommunications Service Agreement ("Agreement") is between Calhoun City Telephone Company, Inc. ("TDS") with its principal office at 111 Public Square, P.O. Box 578 Calhoun, MS 38916-0578 and Calhoun County School District with its office at 119 West Main Street, Pittsboro MS 38951 ("Customer").

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. Amendments 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 Terms of Service, 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](http://www.tdsbusiness.com) will 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. 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 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, a telephone, 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. 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 commitment amount set forth on page 1 of this Agreement. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1-1/2% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. 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 Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring 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 three (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 THREE 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 TWELVE (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 SIX (6) 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.

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 Recurring 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 Recurring 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 Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring 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<sup>®</sup> 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, 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 (NID) and the equipment is not supported.

10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). 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 section 10.3.1 and 10.3.2 above.

10.4 Help Desk. Technical support is available **only through the TDS Help Desk.**

10.5 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 herein, 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"). At the expiration of any Service 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, 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 Service 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 Service prior to expiration of the applicable Service Term, Customer shall pay an early termination fee equal to: (a) the difference between the amount billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. In addition, specifically with regard to Call Recording Services, Customer shall pay an early termination fee equal to 50% of the contracted monthly recurring charges for such Call Recording Services for each month remaining on the initial term. 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. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. 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. Customer agrees that the foregoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.

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 charge. 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 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).

15.2 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).

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15.3 **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.

15.4 **ENTIRE AGREEMENT:** This Agreement, and any 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.

15.5 **CUSTOMER REPRESENTATIONS:** The Customer represents that the person signing this 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.

15.6 **SEVERABILITY AND 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).

15.7 **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.

15.8 **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.

15.9 **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.

15.10 **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.

If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.

Customer initials \_\_\_\_\_

If switching to TDS provided data service, Customer is responsible for cancellation of current data service.

Customer initials \_\_\_\_\_

**Authorization:**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

Calhoun County Schools  
Customer Name

TDS

By: Mike Moore  
Signature - Authorized Representative

By: \_\_\_\_\_  
Signature - Authorized Representative

Mike Moore  
Print Name

Lonn Reas  
Print Name

Supt. of Education  
Title

Manager - Business Sales & Support  
Title

4-13-2015  
Date

\_\_\_\_\_  
Date

**ADDENDUM NUMBER 1 to the  
TELECOMMUNICATIONS SERVICES AGREEMENT  
between  
TDS AND Calhoun County School District  
DATED 4-2-15**

Exhibit J- 7 of 8

This Addendum Number 1 ("Addendum"), is made and entered into April 2nd, by and between TDS and Calhoun County School District ("Customer"). In the event of any conflict between the terms of this Addendum and the Telecommunications Service Agreement ("Agreement") between TDS and Customer dated 4-2-15, the terms of this Addendum will supersede the terms of the Agreement and will be controlling. Except as expressly modified herein, the Agreement shall otherwise remain unmodified and in full force and effect.

**Service**

**Description:** Check box for the applicable Service:

- MetroEthernet Point to Point (P2P)**
- o Customer is entitled to full bandwidth from site to site.
  - o There is no oversubscription for this product.
  - o MetroEthernet is a layer 2 service only.
  - o Testing will be head to head at the Customer Premise Demarcation. The Customer Premise Demarcation point is the last TDS-provided CPE in the delivery model per site.
  - o Testing will be for connectivity, throughput, and packet loss.
    - Throughput testing is intrusive to the Customer's service (i.e., service will be unavailable for the duration of the testing) and will be coordinated with the Customer prior to being conducted.
- MetroEthernet Point to Multi-Point (P2MP)**
- o Customer is entitled to full bandwidth from the Customer Premise Demarcation at each site to Local Network Demarcation at the TDS central office. Customer Premise Demarcation point is the last TDS provided CPE in the delivery model per site. Local Network Demarcation will be established via a tail circuit build off the terminating LAN switch.
  - o Oversubscription may take place at the discretion of the Customer, not by TDS.
  - o MetroEthernet is a layer 2 service only.
  - o Guaranteed throughput 'end to end' is limited to the smallest provisioned leg to be tested (i.e. 3M remote office tested to a 10M home office will only be troubleshot to 3M).
  - o Where the Customer has a site with a circuit bandwidth that is larger than any of their other sites, testing for the largest bandwidth site will be done to the Local Network Demarcation point at the TDS central office for connectivity, throughput, and packet loss.
    - Throughput testing is intrusive to the Customer's service and will be coordinated with the Customer prior to being conducted.

**Customer Responsibilities – applicable to all Metro Ethernet Services**

1. It is the sole responsibility of the Customer to pay for any inside wiring charges that may occur. TDS will not pay for or reimburse any of those charges.
2. A TDS technician or AT&T/Qwest (MN) technician may make a premise visit to verify Services. Customer must provide full access to telephone room to TDS and/or AT&T/Qwest (MN) technicians to install this Service. On-site visits are required.
3. TDS continues to enhance its network to provide new and updated services. As a result, this Service may be enhanced in the future, and could require a brief service interruption. In this event, the Customer will be contacted by TDS to inform you of the scheduled network enhancement.
4. Customer must notify TDS if certification of insurance is required prior to installation.
5. TDS will hang plywood (min. 3ft x 3ft x ¼ inch) in the telephone closet area, which is required to hang special Metro Ethernet equipment. A TDS local field technician will perform a site survey and advise the Customer of the preferred placement.
6. The upgrade to Metro Ethernet occurs in 2 phases.
  - a. Phase 1 - Equipment installation and service verification.
  - b. Phase 2 - When installing or upgrading Metro Ethernet, a computer vendor may need to be present to reset or reconfigure the Customer's router and/or equipment.
7. It is the Customer's responsibility to purchase an Ethernet switch for use with Metro Ethernet.
8. Product availability is not guaranteed and installation timeframes may vary per location, depending upon available facilities. TDS will inform Customer within 10 business days after order submission is complete if there are product availability issues or installation timeframe conflicts.
9. TDS will charge Metro Ethernet customers a \$700 installation fee per Customer location. This fee does not include connecting the Metro Ethernet connection to a Customer LAN and/or configuring individual PCs. **It is the Customer's responsibility to configure the network services for use with individual PCs or a local area network (LAN).**
10. The Metro Ethernet product is symmetrical, and is **up to** the designated product speed (e.g. up to 1.5 Mbps, 3.0 Mbps, up to 5.0 Mbps or up to 10.0 Mbps).

Unauthorized disclosure prohibited.

Addendum to Telecommunications Service Agreement  
Version:040912

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**Customer Specifications and Design Requirements for Metro Ethernet**

|   |                |
|---|----------------|
| 1. Number of locations                                    | 7              |
| 2. Location addresses                                     | a.<br>b.<br>c. |
| 3. TDS Access speed per location                          | a.<br>b.<br>c. |
| 4. Customer Ethernet switch (make & model / per location) | a.<br>b.<br>c. |
| 5. Customer router (make & model / per location)          | a.<br>b.<br>c. |
| 6. Customer firewall (make & model / per location)        | a.<br>b.<br>c. |
| 7. Are you using existing VLANs?                          |                |
| 8. Data Consultant (Internal / External)                  |                |

**Authorization:**

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date set forth above duly authorized to execute this Addendum.

TDS \_\_\_\_\_

*Company Name*

By: \_\_\_\_\_

*Signature – Authorized Representative*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_

*Company Name*

By: \_\_\_\_\_

*Signature – Authorized Representative*

Lon Reas

\_\_\_\_\_  
*Print Name*

Manager - Business Sales & Support

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

Unauthorized disclosure prohibited.

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