



## MANAGED OR BUSINESS WIFI TERMS AND CONDITIONS

Blackfoot Communications' Managed or Business WiFi Service (the "**Service**") is provided to the customer on the applicable Service Order ("Customer") by Blackfoot Communications, Inc., DBA Blackfoot Communications ("Blackfoot Communications") (collectively, the "Parties") pursuant to the terms and conditions of Customer's signed Service Order for the **Service** and the Master Service Agreement, which are incorporated herein, and these Terms and Conditions ("Terms").

**\*IMPORTANT\***

**MANAGED/BUSINESS WIFI IS ONLY FOR BUSINESS CUSTOMERS AND WILL BE MANAGED BY BLACKFOOT COMMUNICATIONS ON BEHALF OF CUSTOMER**

In relation to **MANAGED WIFI**, the Parties agree:

### 1. OVERVIEW

**1.1** The **Service** includes, at Customer's option, and as reflected on Customer's fully executed Service Order, one or more of the following services, which services are described in more specificity in Section 3 below.

**1.1.1** Configuration and delivery of hardware and software;

**1.1.2** Configuration of one corporate and one guest wireless network (SSID);

**1.1.3** Wireless network management services.

**1.2** With this **Service**, Blackfoot Communications may lease to Customer third-party Equipment and associated third-party licensing and/or support packages.

### 2. DEFINITIONS

**2.1** Unless otherwise designated in this agreement, capitalized terms shall have the same meaning as set forth in the Terms and the following words and phrases have the following meaning:

**2.1.1** "**Appliance(s)**" shall mean the customer premise equipment (CPE) upon which the **Service** is configured.

**2.1.2** "**Blackfoot Data Network**" shall mean any Blackfoot Communications owned and operated Data Protocol (IP) routing infrastructure consisting of network-to-network interfaces (NNIs) and selected Blackfoot Communications POPs and the connections between them in the United States. The Blackfoot Communications Data Network does not include: (i) Customer premise equipment; (ii) any local loop or access facilities connecting Customer's premises to the Blackfoot Communications NNI if not owned by Blackfoot Communications; (iii) interconnections with other data service providers, (iv) other data service provider networks, or (v) other ISP networks beyond peering points for traffic routing.



**2.1.3 “Manage(s)(d)(ment)”** shall mean Blackfoot Communications installs, configures and supports Customer hardware and software, pursuant to these Terms.

**2.1.4 “Master Service Agreement”** shall mean the Master Service Agreement attached to Customer’s signed Service Order or if Customer orders the **Service** using Blackfoot Communications’ online order process, then the Master Service Agreement located on Blackfoot Communication’s website at <http://www.blackfootcommunications.com/service-agreements/>.

**2.1.5 “Near-net”** shall mean a near-net third-party circuit (e.g. a circuit that is not owned by Blackfoot Communications) that is connected to Blackfoot Communications’ Data Network at a peering point.

**2.1.6 “Off-net”** shall mean an off-net third-party circuit that does not connect directly to Blackfoot Communications’ Data Network.

**2.1.7 “On-net”** shall mean an on-net circuit is on Blackfoot Communications’ Data Network.

**2.1.8 “QoS (Quality of Service)”** shall mean the prioritization of certain types of Customer’s network traffic over Customer’s other network traffic to increase performance at Customer’s request. QoS includes managing the delay, delay variation (jitter), bandwidth, and packet loss parameters on a network to optimize network performance for Customer.

**2.1.9 “Service Order”** shall mean, as applicable, the Service Quote for the **Service** signed (a) physically by Customer along with the Master Service Agreement that accompanies it and the applicable exhibits and documents referenced therein, or (b) electronically by Customer using Blackfoot Communications’ online order process along with Blackfoot Communications’ then-existing Master Service Agreement located on Blackfoot Communications’ website at <http://www.blackfootcommunications.com/service-agreements/> and the applicable exhibits and documents referenced therein.

**2.1.10 “Term”** shall mean the duration of the Parties’ agreement related to the **Service**, as reflected on Customer’s Service Order related to the **Service**.

**2.1.11 “Vendor(s)”** shall mean Blackfoot Communications’ then-existing supported vendor(s) associated with the **Service**.

**2.1.12 “WAN (Wide Area Network)”** shall mean a telecommunications network that extends over a large geographic distance and that interconnects multiple local area networks.

### **3. SERVICE DESCRIPTION**

**3.1 Managed WiFi.** Customers that order the **Service** shall receive the following services:

**3.1.1 Service assessment, specification, configuration and installation.**



**3.1.1.1** Before any equipment is delivered to Customer and before the Installation Date, Customer must complete and provide Blackfoot Communications a complete PQE (Pre-Qualification Engineering) form, which form provides all of Customer's configuration requirements.

**3.1.1.2** Configuration and policy settings for the **Service** on the PQE form, as selected by Customer, will be performed by Blackfoot Communications, unless agreed otherwise in a writing signed by the Parties.

**3.1.1.3** Customer completes physical installation of Appliance.

**3.1.1.4** Blackfoot Communications will perform the configuration remotely. All Appliances will require remote configuration.

## **3.2 Administration and Support**

**3.2.1** Blackfoot Communications will acknowledge receipt of the Customer's policy change request (i) immediately if the Customer's request is made via phone, and (ii) within four (4) business hours of receipt if the request is made by email during normal Blackfoot Communications' normal business hours (e.g. 8am-5pm MST). This guarantee is only available for policy change requests submitted by a Customer's IT contact who is identified on the Authorized on Account (AOA) form Customer executes and delivers to Blackfoot Communications.

**3.2.2** To obtain support Customer may (i) call Blackfoot Business Technical Support directly at 406-541-5074 and, as backup, may call Blackfoot's main switchboard at 866-541-5000 (Customer should request Business Technical Support), or (ii) may email Blackfoot Business Technical Support at [tac@blackfoot.com](mailto:tac@blackfoot.com).

**3.2.3** Included with the **Service** is one (1) change event per month whether it be a single change or a group of multiple requested configuration changes at the same time up to a maximum of one (1) hour of labor time. Labor time in excess of one (1) hour will be billed at Blackfoot Communications' then-existing hourly rates. Except as provided in §3.3.4 below, Blackfoot Communications will make the changes during Blackfoot Communications' normal business hours.

## **3.3 Troubleshooting and Resolution**

**3.3.1** No network downtime is considered to have occurred if one or more circuits at the affected service site is able to transmit and receive data.

**3.3.2** Includes troubleshooting and resolution of issues on Blackfoot Communications' Data Network (as opposed to issues on an Off-net circuit) during Blackfoot Communications' normal business hours. Blackfoot Communications will endeavor to address and resolve issues within a 24-hour period during Blackfoot Communications' normal business week. Some requests are more complex, and the completion timeframe depends upon the scope of the changes and the Customers' requirements for service windows.

**3.3.3** Emergency change requests: Blackfoot Communications will prioritize Customer emergency change requests over routine change requests when requests are made via



the designated Blackfoot Communications telephone contacts noted above in §3.2.3. An emergency change request is a request related to a network outage or security breach, and not a routine change request. Blackfoot Communications' prioritization of Customer's emergency change requests is only available for requests submitted by a valid Customer contact as identified on the Customer's AOA form.

**3.3.4** After-hours support: Support is available to Customer at Blackfoot Communications' then-existing after-hours support rates, subject to a minimum charge for 2 hours of technician time (a 2 hours minimum is required for an on-call technician to establish a secure computer log in, review network monitoring information, make an assessment, contact Customer, and complete resolution in consultation with the Customer.)

### **3.4 Software Upgrades**

**3.4.1** Not all Vendor software updates are routinely applied.

**3.4.2** At least one (1) time per year Customer acknowledges, understands, and agrees Blackfoot Communications will check for an Appliance operating system (OS) upgrade to the Vendor- recommended version and apply the upgrade if a newer "Safe Harbor" or equivalent version is needed, as defined by Vendor.

### **3.5 Configuration Backup And Recovery**

**3.5.1** In case of hardware failure, or a lost or corrupted configuration, Blackfoot Communications treats the issue as a high priority and endeavors to work promptly with Customer and the applicable Vendor to address the issue. The third-party Equipment leased to Customer shall be replaced or repaired, if at all, pursuant to the warranty terms and conditions of the Vendor that sold such equipment to Blackfoot Communications. If Customer requests to have such third-party Equipment repaired or replaced during the 12 months preceding the end of the Term, then before Blackfoot Communications is obligated to repair or replace that equipment (assuming it is required under Vendor's warranty) Customer must sign a new Service Order for the **Service** with a minimum term of thirty-six (36) months.

**3.5.2** Blackfoot Communications will replace the third-party Equipment leased to Customer that is lost stolen or damaged where replacement is not covered under Vendor's warranty in which case Blackfoot Communications will charge Customer, and Customer agrees to pay, a replacement fee, which replacement fee will be the lesser of (i) \$500, and (ii) twenty-five percent (25%) of the sum of the remaining monthly recurring charges in the Term for the **Service**.

**3.5.3** The after-hours support rules in §3.3.4 above apply here as well.

## **4. CUSTOMER REQUIREMENTS**

4.1 Customer agrees to perform the following obligations and acknowledges and agrees Blackfoot Communications' ability to perform its obligations, and its liability under the applicable service guarantees ("Service Guarantees") in Blackfoot Communications' Service Level Agreement (the "SLA") posted on Blackfoot Communications' website at <http://>



[www.blackfootcommunications.com/service-agreements/](http://www.blackfootcommunications.com/service-agreements/), which SLA is incorporated herein by this reference, are dependent upon Customer's compliance with Customer's contractual obligations and the following:

**4.1.1 Operating Environment:** Customer shall provide a secure physical space sufficient to operate Appliances and circuits.

**4.1.2 Power:** Customer shall provide power (at least 120v); including universal power supply (UPS).

**4.1.3 Point of Contact:** Customer shall provide Blackfoot Communications with the name and contact information of the point of contact (POC) for installation, service activation, notices for Service interruptions, and any maintenance activities.

**4.1.4 Connectivity:** Customer must have 'on-net' Blackfoot Internet service. Customer will provide access to Customer-premises and relevant Appliance(s) necessary for Blackfoot Communications to manage and monitor the **Service**. Additionally, Customer shall immediately communicate to Blackfoot Communications any network or system changes that could impact the **Service** via the process in §3.2.3 above. Service activation may require device downtime.

## **5. ADDITIONAL RULES, REGULATIONS, TERMS AND CONDITIONS**

**5.1 Secure Access.** Blackfoot Communications' technicians remotely access Customer's managed devices through a secure (encrypted) and restricted connection. Blackfoot Communications shall have, and Customer hereby grants Blackfoot Communications, root access to Customer's Appliance(s) managed hereunder during the Term.

**5.2 Vendor Support Agreements.** By signing below, Customer authorizes Blackfoot Communications to purchase on behalf of Customer, Vendor support contracts for the duration of the Term. To enable Blackfoot Communications to fulfill its obligations relating to this Service, Customer shall provide Blackfoot Communications with exclusive access to the Vendor support account.

**5.3 Transferrable Management.** When Customer's contract with Blackfoot Communications relating to this Service expires or is terminated, Blackfoot Communications will leave intact the configuration on the Customer-owned device(s), but remove (1) Blackfoot Communications' credentials for access to the Customer-owned device(s) and (2) Blackfoot Communications' proprietary configuration (e.g., Blackfoot Communications' proprietary configuration would include but not be limited to passwords, logging to external servers, and any configuration that Blackfoot Communications has developed in-house that other providers do not offer). The **Service** does not include assistance in migrating Customer to another service provider.

**5.4 Appliance Replacements and Upgrades.** Includes configuration time applied by Blackfoot Communications to new and replacement Customer Appliances of the same Vendor family that Blackfoot Communications supports.



**5.5 Support for most server and network device protocols.** Includes and is limited to PING, HTTP, HTTPS, DNS, FTP, POP3, SMTP, IMAP, SSH, Telnet, My SQL, MS SQL, and Custom server and device protocols.

**5.6 Project work.** Changes constituting a Customer-initiated redesign are subject to Blackfoot Communications' current hourly rates. Customer-initiated redesign work includes but is not limited to significant updates (e . g . changes by Customer's compliance requirements, such as PCI, SOX, etc.) and/or other Customer-initiated audits or network changes.

**5.7 Breach.** Customer acknowledges and agrees Customer is solely responsible for all matters relating to Customer's network security including but not limited to developing defining, and carrying out policies, plans, and procedures relating to Customer's network security, cyber security, incident and breach response. Blackfoot Communications and Customer each agree to reasonably cooperate with each other to investigate the facts and circumstances involved in a breach. To the extent Blackfoot Communications' cooperation requires time and resources above and beyond those extended by Blackfoot Communications in conjunction with a typical breach investigation as determined by Blackfoot Communications, or should Blackfoot Communications be asked to cooperate with a governmental investigation, Customer will be billed at Blackfoot Communications' standard labor rates.

**5.8 NO GUARANTEE.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE SERVICE DOES NOT ACHIEVE THE IMPOSSIBLE GOAL OF RISK ELIMINATION, AND THEREFORE BLACKFOOT COMMUNICATIONS DOES NOT GUARANTEE THAT INTRUSIONS, COMPROMISES, OR OTHER UNAUTHORIZED ACTIVITY WILL NOT OCCUR ON CUSTOMER'S NETWORK.

**5.9 Scheduled Maintenance Outages.** Scheduled maintenance occurs between 11PM and 5AM seven days per week. During this period various maintenance functions and network reconfigurations or upgrades may occur. Normally these activities do not impact the **Service**. If an activity is likely or known to impact customers operating within this window, notice of the activity will be given 48 hours in advance. Blackfoot Communications reserves the right to change the maintenance schedule if the need arises.

**5.10 Reservation of Rights.** Blackfoot Communications reserves the right to modify these Terms, including the SLA, without Customer's prior approval, in which case Blackfoot Communications will post the updated version of the Terms to Blackfoot Communications' website at <http://www.blackfootcommunications.com/service-agreements/>.

**5.11 Order of Priority.** To the extent the terms and/or conditions of Customer's Service Order or the documents/agreements referenced therein conflict with these Terms, the order of priority to determine which terms control shall be as follows: the Additional Terms and Conditions box on the Service Order, then these Terms, then the Master Service Agreement.





In relation to **BUSINESS WIFI**, the Parties agree:

## 1. **OVERVIEW**

**1.1** The **Service** may be used by Provider's or business customers who subscribe to Internet service from Provider. Unless otherwise stated on Customer's Service Order, the **Service** is provided on a month-to-month basis; however, to terminate the **Service**, Customer must provide Provider at least sixty (60) days advance written notice of Customer's intent to terminate the **Service**. As part of the **Service**, and unless the Parties agree in a separate writing signed by them that the following equipment (the "Equipment") is being purchased by Customer from Provider, Provider leases the Equipment to Customer (i.e., Provider maintains ownership of the Equipment):

- 1.1.1** Calix GigaSpire or Provider's then-current consumer grade gateway;
- 1.1.2** A bridge modem (DSL only);
- 1.1.3** A surge protector to protect the Equipment from electric voltage spikes;
- 1.1.4** One or more DSL line filters for phone jacks or replacement filters (DSL only).

## 2. **CUSTOMER REQUIREMENTS**

**2.1** Customer agrees to perform the following obligations and acknowledges and agrees Provider's ability to perform its obligations under the Contract, and Provider's liability under the Contract, is contingent upon Customer's strict compliance with each of the following obligations:

**2.1.1 Equipment Return:** No later than 30 calendar days after termination of the Services (the "Return Deadline") Customer shall return, at Customer's expense, the Equipment to Provider at 1221 North Russell Street, Missoula, MT 59808. Immediately upon termination of the Services Provider shall charge Customer a \$150 unreturned Equipment fee. If Provider receives all the Equipment in good working order by the Return Deadline. Provider shall credit Customer the \$150.

**2.1.2 Installation:** Customer shall install the Equipment according to the instructions provided by Provider. Customer shall at all times have the Equipment connected to power through the Provider-provided electrical surge protector.

**2.1.3 Payment:** Each month Customer shall pay Provider the monthly fee established by Provider for the Service.

## 3. **SERVICE DESCRIPTION**



**3.1 Business WiFi.** The following services are included with the Business WiFi service:

**3.1.1 Replacement:** Provider will provide Customer with a replacement modem if Customer, while not delinquent on payments to Provider, is deemed by Provider's technical support team to need a replacement modem. However, if the Equipment is stolen, or if the Equipment is damaged while in Customer's possession, Customer shall pay Provider for the stolen or damaged Equipment.

**3.2 Protect WiFi and Safe WiFi.** Protect WiFi and Safe WiFi are services whereby Customer can download from Provider applications which enable Customer to manage, automate, and secure their network. Provider makes no representations or warranties pertaining to these services, and hereby disclaims all warranties, express and implied, as further described in the MSA. More details of service are available at <http://www.blackfootcommunications.com/service-agreements/> and the applicable exhibits and documents referenced therein. To the maximum extent permitted by law, Provider shall not be liable for any loss, including without limitation, computer hardware and software damage or destruction, loss of profits, loss of use, loss of business, incidental, consequential, indirect or special damages as a result of any failure or malfunction of the Protect WiFi or Safe WiFi service, regardless of whether such failure or malfunction was caused by the negligence, direct act or omission of Provider or agents or vendors that provide such services on Provider's behalf.