



## MANAGED CONNECTIVITY TERMS AND CONDITIONS

Blackfoot Communications' Managed Connectivity (the "Service") is provided to the customer ("Customer") by Blackfoot Communications, Inc., dba Blackfoot ("Blackfoot Communications"), (collectively, "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 Managed Connectivity Terms and Conditions ("Managed Connectivity Terms").

**\*IMPORTANT\***

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

In relation to the Service, the Parties agree:

### 1. SERVICE DESCRIPTION

**1.1** Modern networks are complex. Today's network professionals design, develop and deploy an ever-expanding list of network technologies, along with regularly communicating with network administrators, vendors, and support teams to keep end-users happy and connected. Blackfoot Communications' Managed Connectivity service endeavors to reduce this complexity by providing trouble ticket management and issue resolution support services for Customer's off-net internet access service vendors and optionally providing sourcing, provisioning, and billing services.

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

**1.2.1** Management of off-net vendor Internet services to include circuit outage monitoring, trouble ticket creation, ticket management and outage resolution.

**1.2.2** **Optional** sourcing, provisioning, and billing service for off-net vendor services.

### 2. DEFINITIONS

**2.1** In these Managed Connectivity Terms, the following words have the following meaning:

**2.1.1** "**Blackfoot Communications 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.

**2.1.2** "**CPE (Customer Premise Equipment)**" shall mean any terminal and associated equipment located at a Customer's premises and connected with a carrier's telecommunication circuit at the demarcation point.



**2.1.3 “ICMP (Internet Control Message Protocol)”** shall mean a network layer protocol used by network devices (CPE) to diagnose network communication issues.

**2.1.4 “Manage(d)(ment)”** shall mean that Blackfoot Communications supports Customer off-net vendor provided Internet service network connections, pursuant to these Managed Connectivity Terms and as reflected on Customer’s monthly invoice related to the Service.

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

**2.1.6 “MRC (Monthly Recurring Charge)”** shall mean each month during the Term, Customer must pay Blackfoot Communications the MRC for the Service, as reflected on Customer’s monthly invoice related to the Service.

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

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

**2.1.9 “On-net”** shall mean a circuit that is on Blackfoot Communications’ Data Network.

**2.1.10 “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.

**2.1.11 “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.

**2.1.12 “SNMP (Simple Network Management Protocol)”** shall mean an application layer protocol used for exchanging management information between network devices.

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

**2.1.14 “Vendor(s)”** shall mean third-party internet service provider(s) (ISP) providing service(s) to Customer, as reflected on Service Order.

**2.1.15 “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 Connectivity.** Customers that order the Service from Blackfoot Communications shall receive the following services:

**3.1.1 Administration and Support.**

**3.1.1.1** Unless otherwise declared as part of an additional subscribed Blackfoot Communications service, the Service is actively monitored during Blackfoot Communications' normal business hours—e.g., 8am-5pm MST. Active monitoring means Blackfoot, through a third-party monitoring software will monitor third-party circuits subscribed to the Service.

**3.1.1.2** To obtain support, Customer (i) may call Blackfoot Communications Business Technical Support directly at 406-541-5072 and, as backup, may call Blackfoot Communications' main switchboard at 866-541-5000 (Customer should request Business Technical Support), or (ii) may email Blackfoot Communications Business Technical Support at [tac@blackfoot.com](mailto:tac@blackfoot.com).

**3.1.1.3** Blackfoot Communications will acknowledge receipt of the Customer's support 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 support 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.

**3.1.2 Troubleshooting and Resolution.**

**3.1.2.1** Service includes and is limited to the verification of connectivity at Customer demarcation point as able through access provided via ICMP/SNMP pinging and polling data.

**3.1.2.2** Service includes Blackfoot Communications Business Technical Support responding to circuit outages. Blackfoot Communications will endeavor to respond and resolve circuit outages during normal business hours. However, Customer may need to report circuit outages as described in §3.1.1.

**3.1.2.3** Blackfoot Communications Business Technical Support will contact vendor to report issue and, if applicable, will open a trouble ticket with vendor to resolve.

**3.1.2.4** Blackfoot Communications will manage vendor trouble ticket status and communicate via email with Customer the final ticket resolution details, if provided by vendor.

**3.1.2.5** The Service is provided to Customer during Blackfoot Communications' normal business hours.

**3.1.2.6** After-hours 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 hour 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 Vendor and Customer.)

**3.1.2.7** If Customer network troubleshooting, configuration or interworking services are requested, additional charges based on Blackfoot Communications' then-existing labor and material charges shall apply, unless otherwise included as part of an additional subscribed Blackfoot



Communications service (e.g., including but not limited to charges for troubleshooting with third-party IT vendor, Customer, or supporting non-industry standard protocols or practices.).

**3.2 Optional Services.** The following services are available to Customer on an a la carte basis, for an additional fee. Upon request, Blackfoot Communications will provide Customer a quote for one or more of these Optional Services. Blackfoot Communications shall not be obligated to provide the Optional Services until the Parties have executed a Service Order related to the Optional Services requested by Customer.

**3.2.1 Sourcing, provisioning, and billing.**

**3.2.1.1** Customer may request that Blackfoot Communications quote, procure and rebill to Customer, on the monthly Blackfoot Communications billing statement, such third-party circuits of off-net ISP services.

**3.2.1.2** Upon request, Blackfoot Communications may quote Customer and include it in the Service if the Parties sign a Service Order for this reselling arrangement.

**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 posted on Blackfoot Communications' website (the "SLA"), 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 Network Documentation.** Prior to installation of the Service Customer shall provide Blackfoot Communications with a completed Network Documentation Form (NDF). The NDF form will be emailed to Customer upon receipt of signed Service Order. Customer is required to notify Blackfoot Communications of any changes to the information provided in the NDF. Customer is responsible for providing updates to the information on the NDF form. NDF updates should be emailed to [tac@blackfoot.com](mailto:tac@blackfoot.com).

**4.1.2 Static IP.** The Service requires a static IP.

**4.1.3 Authorization on Account.** If Customer is not purchasing Off-Net Internet services through Blackfoot Communications as described in §3.2.1, Customer must ensure that Blackfoot Communications is recognized and established as Authorized on Account (AOA) for all service locations identified on the Service Order.

**4.1.4 Operating Environment.** Customer shall provide Blackfoot Communications or third-party vendor with secure space sufficient to access and install equipment and circuits as required to deliver the Service.

**4.1.5 Power.** Customer shall provide power, including universal power supply (UPS), as required by third-party vendor to deliver the Service.

**4.1.6 Network Access.** Customer shall provide Blackfoot Communications access to ICMP/SNMP pinging and polling from CPE.



**4.1.7 Physical Access.** Customer shall provide Blackfoot Communications or third-party contractor access to the buildings and point(s) of demarcation at each Customer service location to allow Blackfoot Communications for the install and support the Service. Access will be granted during normal business hours (8am-5pm) and, if required, at any time, to resolve emergency service or to maintain the Service.

**4.1.8 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, dispatch needs and any maintenance activities.

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

**5.1 Managed Service Requirement.** Customer must have a Blackfoot Communications managed CPE device terminating the circuit(s) supported by the Service.

**5.2 Off-Net Service Management.** The Service may be limited by variables introduced by use of a third-party network that are beyond Blackfoot Communications' reasonable ability to troubleshoot and control. Functions such as QoS will be limited due to the nature of third-party (off-net) circuits and support times are reliant on third-party resolution, which the Parties agree Blackfoot Communications bears no responsibility for.

**5.3 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.**

**5.4 Acceptance of Charges.** The Service may incur third-party service resolution charges. Customer acknowledges and accepts these charges may occur.

**5.5 Scheduled Maintenance Outages.** Maintenance outages for third-party services are beyond Blackfoot Communications' reasonable ability to control.

**5.6 Completion Time.** Some requests are more complex, and the completion timeframe depends upon the scope of the issue and the Customers' requirements for service windows.

**5.7 Network Downtime.** 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.

**5.8 Reservation of Rights.** Blackfoot Communications reserves the right to modify these Managed Connectivity Terms, including the SLA, without Customer's prior approval, in which case Blackfoot Communications will post the updated version of the Managed Connectivity Terms to Blackfoot Communications' website.

**5.9 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 Managed Connectivity 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 Managed Connectivity Terms, then the Master Service Agreement.

**5.10 Third-Party 4G LTE WAN.** Third-party 4G LTE WAN connections are not supported.



**5.11 International Locations.** International locations are not supported.

**5.12 Third-Party Vendor Technical Support.**

**5.12.1** Third-party vendor technical support center must include English-speaking support option.

**5.12.2** Service is limited to the hours of operation of the third-party vendor's support desk.

**5.12.3** Vendor support must be reachable via toll-free or domestic telephone number.