



## BLACKFOOT BUSINESS CLOUD COMMUNICATIONS (BCC) TERMS AND CONDITIONS

Blackfoot Communications' Business Cloud Communications Service ("BCC" or the "Service") is provided to the customer ("Customer") by Blackfoot Communications ("Blackfoot Communications") (collectively, the "Parties") pursuant to:

- (a) Customer's signed Service Order,
- (b) the Master Service Agreement ("MSA"), which is incorporated herein, and
- (c) these Blackfoot Business Cloud Communications (BCC) Terms and Conditions ("BCC Terms").

These BCC Terms govern the provisioning, support, use, and limitations of Blackfoot's hosted voice and unified communications platform. Capitalized terms not defined herein have the meaning given in the MSA. Where Terms conflict with MSA, MSA governs. Blackfoot reserves the right to suspend Service for violation of these Terms, including misuse, nonpayment, or security risks.

**\*IMPORTANT\***

**BUSINESS CLOUD COMMUNICATIONS (BCC) SERVICE IS FOR BUSINESS CUSTOMERS ONLY AND IS PROVIDED AS A MANAGED CLOUD-BASED UNIFIED COMMUNICATIONS SERVICE.**

In relation to the Service, the Parties agree as follows:

### 1. OVERVIEW

These Blackfoot Business Cloud Communications (BCC) Terms and Conditions ("BCC Terms") describe key service features, support and maintenance practices, and Customer obligations applicable to Blackfoot's managed cloud-based voice and unified communications service. These BCC Terms are incorporated into and governed by the Customer's Service Order and the Master Service Agreement ("MSA"). Capitalized terms not defined in these BCC Terms have the meanings given in the MSA.

**1.1** Customer Experience Commitment – Blackfoot Communications is committed to providing responsive, professional support and transparent communication through the service lifecycle. The statements in this Section are aspirational only and do not create enforceable service levels, response time commitments, or remedies, Blackfoot strives to: communicate clearly regarding service status, maintenance, and known impacts; work collaboratively with Customer designated contacts to resolve service issues efficiently; and provide reasonable advance notice of planned changes whenever practicable.

### 2. DEFINITIONS

**2.1** Unless otherwise designated in this agreement, capitalized terms shall have the same meaning as set forth in the MSA, and the following definitions apply in addition to those in the MSA:

**2.1.1 Business Cloud Communications (BCC):** The hosted voice and unified communications platform provided by Blackfoot Communications.



**2.1.2 Customer Premises Equipment (CPE):** Equipment located at Customer's premises that interfaces with Blackfoot's network.

**2.1.3 Demarcation Point:** The point where Blackfoot's managed service responsibilities end and Customer's internal network begins.

**2.1.4 Certified Device:** A device that has undergone interoperability testing with BCC and has been approved for use.

**2.1.5 Supported Device:** A device that works on BCC but has not completed full certification testing; feature support may be limited.

**2.1.6 Maintenance Window:** The scheduled period for maintenance, as defined in these BCC Terms.

**2.1.7 Trouble Ticket:** A formal record documenting a reported issue or service-impacting event.

**2.1.8 Onboarding Fee:** A one-time fee for setup, configuration, and implementation services.

**2.1.9 User License:** A single user seat provisioned on BCC with calling and UC features.

**2.1.10 Force Majeure Event:** Events outside Blackfoot's reasonable control that may impact service.

### **3. SERVICE DESCRIPTION**

The Service includes Blackfoot Communications' hosted voice and unified communications platform delivered as a managed cloud service to business customers. These Terms describe product-specific operational details, equipment obligations, and service limitations unique to BCC.

### **4. RELATIONSHIP TO MASTER SERVICE AGREEMENT**

**4.1** These Terms supplement the Blackfoot Communications Master Service Agreement ("MSA").

**4.2** In the event of conflict, the MSA governs.

**4.3** All general provisions—including term, payment, default, liability, confidentiality, notices, and governing law—are incorporated by reference from the MSA.

### **5. SUPPORT AND MAINTENANCE**

#### **5.1 Scope**

Blackfoot maintains the network and equipment on its side of the demarcation point; Customer is responsible for internal wiring, LAN, power, and customer-provided devices. Blackfoot shall have no responsibility for diagnosing or resolving issues originating on the customer side of the demarcation point, except on a time-and-materials basis and only to the extent such services are within the scope of Blackfoot's normal support and maintenance offerings.



## **5.2 Standard Business Hours**

Support is available 8:00 a.m.–5:00 p.m. MT, Monday–Friday, excluding holidays.

## **5.3 Remote After-Hours Support**

After-hours remote support is available at Blackfoot Communications' then-current after-hours support rates and is subject to a two-hour minimum charge. This minimum covers establishing a secure remote session, reviewing monitoring data, assessing the issue, contacting the Customer, and completing resolution in coordination with the Customer. Customer acknowledges that after-hours support is optional, billable at Blackfoot Communications' then-current after-hours support rates, and subject to a minimum two (2) hour charge regardless of the actual time required to establish a secure session, assess the issue, or complete resolution. Customer authorization (verbal or written) to initiate after-hours support constitutes acceptance of applicable charges.

## **5.4 Emergency Requests**

Service-impacting incidents are prioritized.

## **5.5 Maintenance Window**

Occurs nightly from 11:00 p.m.–5:00 a.m. MT. Notice is provided when possible.

## **5.6 Troubleshooting and Resolution**

**5.6.1** Troubleshooting is included during standard business hours.

**5.6.2** Remote support remains available 24/7 through our on-call team, but onsite dispatches will only be available for scheduling during regular business hours.

**5.6.3** Configuration requests targeted for completion within 24 business hours.

**5.6.4** Larger requests may require up to 48 business hours.

**5.6.5** To help ensure uninterrupted service, customers are encouraged to maintain a cold spare device or utilize a soft phone option for any phones that are critical outside of business hours. This ensures a backup option is available until an onsite technician can arrive.

## **5.7 Issue Escalation**

If a reported issue is not resolved within a commercially reasonable timeframe as determined by Blackfoot in its reasonable discretion, Customer may request escalation through Blackfoot Communications' support teams. Escalation requests do not alter applicable fees, support scope, or response commitments, but do allow for additional internal review and coordination.

# **6. EQUIPMENT AND DEVICES**

Blackfoot makes no representations or warranty regarding compatibility, performance, or continued interoperability of any Customer-owned or third-party devices. Only Certified or Supported Devices may be used. Device ownership status (leased vs customer-owned) determines the applicable coverage structure as described below.

## **6.1 Ownership**

**6.3.1** Customer is responsible for maintenance and support.

## **6.2 Leased Devices**

**6.2.1** Leased devices are governed by Blackfoot's VoIP Device Lease Program Terms and Conditions.

### **6.2.2 Relationship to Lease and Protection Plan**

Leased devices are governed exclusively by the VoIP Device Lease Program Terms and Conditions, including provisions addressing manufacturer defect coverage during and after the manufacturer warranty period. Any optional device protection plans, if purchased, provide supplemental coverage only for accidental or customer-caused damage as expressly defined in their respective terms and conditions and do not expand, replace, or modify defect coverage provided under the lease.

## **6.3 Customer-Owned or Promotional Devices**

**6.3.2** Devices must remain vendor-supported.

**6.3.3** Promotional phones are unsupported unless covered by a BCC Protection Plan, unless expressly designated as eligible under a BCC Protection Plan Service Order.

### **6.3.4 Manufacturer Warranty and Lease Defect Coverage**

For devices leased under Blackfoot's VoIP Device Lease Program, manufacturer defects and post-warranty defect coverage during the applicable lease term are governed exclusively by the VoIP Device Lease Terms and Conditions.

For customer-owned devices, manufacturer warranties, including any standard or extended warranties offered by the device manufacturer, are provided solely by the manufacturer and are subject to the manufacturer's terms. Blackfoot does not assume responsibility for fulfillment of manufacturer warranty obligations for customer-owned devices.

## **6.4 Maintenance and Relocation**

Customer may not relocate or modify equipment outside the approved service address or to a different physical location without Blackfoot Communications' prior written approval. Unauthorized relocation outside the approved service address may result in immediate suspension of affected services and/or reclassification of the service as supported.

## **6.5 Software and Firmware Updates**

Blackfoot may remotely update managed device firmware.

## **6.6 Testing and Labor Charges**

Compatibility testing for customer devices may incur hourly charges.

## **7. CUSTOMER OBLIGATIONS**

### **7.1 Access & Cooperation**

Customer must provide access required for installation and support.

### **7.2 Network & Power Requirements**

Customer must maintain adequate internal wiring and electrical power.



### **7.3 Compliance with Acceptable Use**

Customer must abide by Blackfoot's Acceptable Use Policy.

### **7.4 Designation of Contacts**

Customer must designate at least one primary and one secondary technical contact.

### **7.5 Software & Security**

Customer is responsible for security of LAN, firewall, and devices not managed by Blackfoot.

### **7.6 Relocation or Changes**

Relocation or changes may incur additional labor charges.

### **7.7 Share Responsibility**

Customer acknowledges that successful service performance depends on cooperation between the Parties, including timely communication, accurate information, and adherence to technical requirements. Blackfoot Communications will not be responsible for service issues caused by factors outside of its reasonable control, including Customer-managed networks, power or third-party services. Blackfoot shall have no responsibility for diagnosing or resolving issues originating on the customer side of the demarcation point.

## **8. INSTALLATION AND ONBOARDING**

**8.1** The BCC onboarding fee includes remote provisioning, account setup, project coordination, and standard configuration.

**8.2** There is a \$500 minimum fee for on-site installation, and additional charges may apply depending on the complexity or scope of work.

**8.3** Larger deployments may include on-site installation within the onboarding fee, as determined during project scoping.

**8.4** Customer must provide accurate service-location and contact information before installation.

**8.5** Failure to provide accurate information may result in delays or additional charges.

## **9. MONITORING, UPGRADES, AND MODIFICATIONS**

**9.1** Blackfoot may monitor service quality and apply configuration or firmware updates.

**9.2** Blackfoot may revise these Terms and post updated versions online; continued use constitutes acceptance of the updated Terms.

**9.3** Blackfoot may also provide notice via email, billing notice, or customer portal; continued use constitutes acceptance of revised Terms.

**9.4** When Blackfoot Communications implements material service changes that may reasonably be known to impact the Customer's use of the Service, Blackfoot will use commercially reasonable efforts to provide advance notice. Emergency changes or changes required for security, regulatory, or operational reasons may be implemented without prior notice.

## **10. THIRD-PARTY SERVICE PROVIDERS**

**10.1** BCC relies on an underlying cloud communications provider. Blackfoot shall not be liable for service-impacting events attributable to such providers including outages, degradations, or service failures of upstream providers, whether or not such events qualify as force majeure under applicable law. These events constitute force majeure under the MSA.

## **11. REGULATORY AND LEGAL CHANGES**

**11.1** If regulatory or legal changes materially increase Blackfoot's cost or obligations associated with providing the Service, Blackfoot may pass through increased charges with 30 days' notice. Customer may terminate affected services without penalty prior to the effective date as a result of regulatory or legal changes. Early termination for any other reason is subject to the MSA early termination fees.

For purposes of this Section, "regulatory or legal changes" include, but are not limited to, new or modified federal, state, or local laws, regulations, taxes, fees, reporting requirements, or compliance obligations that materially increase Blackfoot Communications' cost of providing the Service.

## **12. ATTACHMENT A – BCC VOICE & UC SERVICES**

### **12.1 Usage Billing**

**12.1.1** International and usage-based charges may apply.

**12.1.2** Flat-rate calling plans may exclude some call types.

**12.1.3** Each BCC phone number includes 600 minutes of domestic outbound calling per month; overages billed per rate schedule.

**12.1.4** Unused minutes do not roll over.

### **12.2 Acceptable Use Restrictions**

**12.2.1** Autodialing, broadcast faxing, and telemarketing are prohibited.

### **12.3 Service Limitations & Power Dependency**

Service requires customer obtained broadband and electrical power; Customer must maintain UPS backup.

### **12.4 Nomadic Use & Location Updates**

Customer must keep location data updated for accurate 911/E911 routing. Customer acknowledges that failure to maintain accurate and current service location information may result in misrouted emergency calls and agrees that Blackfoot Communications shall not be liable for damages arising from inaccurate, incomplete, or outdated location data provided by Customer. Customer assumes all risk associated with failure to maintain accurate location information.

### **12.5 911/E911 Disclosures**

Customer must inform users of 911 limitations and ensure correct address mapping.

### **12.6 Directory Listings**

Liability limited to a credit equal to the monthly listing charge.



**12.7 Secure Remote Access & Change Control**

Blackfoot technicians use encrypted administrative access.

**12.8 No Guarantee of Risk Elimination**

High availability does not guarantee elimination of all risks.

**12.9 Schedules and Notices**

Observed holidays and service agreement URLs are listed in the original terms.

**13. NO WARRANTY**

**13.1 THE SERVICE IS PROVIDED 'AS IS' TO THE MAXIMUM EXTENT PERMITTED UNDER THE MSA.**