

State of Tennessee
Cheatham County

RESOLUTION NO. 2018-25

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE
AUTHORIZING THE MAYOR TO APPLY FOR THE TENNESSEE HIGHWAY
SAFETY OFFICE GRANT

WHEREAS, the Tennessee Highway Safety Office Grant is intended to assist with purchasing of equipment; and

WHEREAS, The Town of Ashland City acknowledges this grant is a 100% grant; and

WHEREAS, the Town of Ashland City authorizes Mayor Richard Johnson to execute a contract, if selected, with the Tennessee Highway Safety Office Grant.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the Mayor be authorized to sign a grant contract with the Tennessee Highway Safety Office.

We, the undersigned City Council members, meeting in Regular Session on this 13th day of March, 2018 move the adoption of the above Resolution.

Councilmember  moved to adopt the Resolution.

Councilmember Jim Adkins seconded the motion.

Voting in Favor 6

Voting Against 0

Attest:


Richard Johnson, Mayor


Kellie Reed, City Recorder



Ashland City

6/29/2018

Peace Communications
1100 East 11th Street
Chattanooga, TN. 37403
Phone: 423-664-8900
www.peacecom.net



Customer Information: *Required*

Customer Information

Date	Order Number		
Existing customer?	No	Customer Number	
Current Service Provider?	Main BTN		
Company Name	Ashland City		
Address	100 Public Square		
City	Ashland City	State	TN Zip
Contact Name	Jason Cannon	Phone	615-390-1952
Title	IT Manager	Email	jason@radiutn.com

Billing Information

Tax Exempt? Please Enter Y or N	Y	Tax ID#
Billing Company		
Billing Address		
City	State	Zip
Billing Contact		Phone
Title		E-mail

Technical Contact Information

Company		
Address		
City	State	Zip
Contact Name		Phone
Title		E-mail

Phone System Vendor if Applicable

Company		
Address		
City	State	Zip
Contact Name		Phone
Title		E-mail

Sales Rep / Dealer Information

Company		
Address		
City	State	Zip
Sales Rep		Phone
Title		E-mail

Order Details

Order Type
Contract Term
Will this order be expedited?
If so, what date are you requesting the order be completed?

Order Description - Please provide a brief description of the products/services you will be ordering

--



Scope of Work for:

Ashland City

General Description of Services:

Public Works -(11 Lic), 10 VVX411, 1 ATA for conferance phone, 1 Fax ata, 1 wall mount

Police Dept. -9 VVX411, 1 fax ata

Water- 3 VVX411 , 1 fax ata , 4-DIDs 792-5750 main, 792-0180 fax, 792-4546, 792-4490 fire call out

City Hall-1 Fax ata, 11 VVX 411, (3-court clerks,2- codes)

Fire- (7 Lic) 6 VVX 411, 1 ATA for remote phones, 1 Fax

Sewer- 3 VVX411

Frie station 2- 1 VVX 411

Senior Center - ATA for remote phones, Fax ATA (615-792-3629 main, 615-792-5351 Fax)

1 City Wide Auto Attendant

1 City wide toll free number



Voice/Internet Service Order

Customer Name **Ashland City**
 Sales Rep: Jim Peace / Lamonte Bagby
 Date: 6/29/2018
 Contract Term: 36 months from date of install

* Quote valid for 30 days from above date *

Voice Services

Qty	Description	Rate	Total
43	Peace Hosted business lines with polycom vvx411 phone	\$ 20.00	\$ 860.00
3	Analog ATAs	\$ 20.00	\$ 60.00
6	Peace Fax ATA	\$ 20.00	\$ 120.00
1	Peace Auto attendant	\$ 20.00	\$ 20.00
1	10,000 minutes Nation wide Long distance	\$ 100.00	\$ 100.00
15	Call paths	\$ 1.00	\$ 15.00
66	DIDs (Direct inbound Dialing)	\$ 0.50	\$ 33.00
1	Toll Free Number	\$ 10.00	\$ 10.00
Voice Services Subtotal			\$ 1,218.00

Internet Services

Qty	Description	Rate	Total
			\$ -
			\$ -
			\$ -
Internet Services Subtotal			\$ -

Other Services

Qty	Description	Rate	Total
			\$ -
			\$ -
			\$ -
Other Services Subtotal			\$ -

Surcharges & Fees

Qty	Description	Rate	Total
15	End User Common Line Charge (EUCL)	\$ 6.50	\$ 97.50
15	Local Number Portability Charge (LNP)	\$ 1.50	\$ 22.50
15	E-911 Charge	\$ 1.16	\$ 17.40
	Federal Universal Service Charge (FUSF)		\$ 17.45
			\$ 154.85
Monthly Charges Subtotal			\$ 1,372.85
Est. Sales Tax			\$ -
Monthly Total			\$ 1,372.85

Equipment & Installation Charges

Qty	Description	Rate	Total
1	Setup and Configuration	\$ 2,600.00	\$ 2,600.00
3	Cisco 3750g-24 POE 10Base-T/100Base, TX/1000Base-T - RJ-45, 1x management Console	\$ 640.00	\$ 1,920.00
	(Refurbished by reseller) two year warranty		\$ -
			\$ -
			\$ -
Subtotal			\$ 4,520.00
Est. Sales Tax			\$ -
Install Cost			\$ 4,520.00
Total Initial Cost			\$ 5,892.85

Notes: Estimated surcharges, taxes and fees will be adjusted to actual.

This quote is subject to the Peace Communication Customer Agreement for Service (AFS) Terms and Conditions. By signing below the customer acknowledges receipt and agreement with these terms and conditions. All quotes are provided with the assumption that customer's current infrastructure and wiring will support the service delivered. Site survey after signature may result in changes to the order. The customer also acknowledges agreement with the product selection and pricing described in this proposal. Taxes, fees or surcharges which include government imposed fees and taxes, government program fees may vary and change at any time. During the term of the contract your quoted MRC for Internet and Phone services will not change.

Name: Richard Johnson Title: Mayor
 Signature: Richard Johnson, Mayor Date: 7-24-18
 Accepted By: Jim Peace Title: CEO
 Signature: _____ Date: _____



Letter of Authorization
For Local Number Porting (LNP)

The undersigned hereby authorizes **Peace Communications** to act on the Customer's behalf to port the numbers listed below.

Current Provider: _____

Please fill out the following information as it appears on the **Customer Service Record (CSR)** of the current carrier:

Customer Name	
Service Address	
Service City, State & Zip Code	

Please fill out the following information as it appears on the **customer invoice** with the current carrier:

Billing Address	
Billing City, State & Zip Code	

Additional Portability Information:

Existing BTN (Billing Telephone Number) with current carrier: _____

Will you be porting this BTN? _____

Is this a partial port? YES NO

If yes, please indicate an new BTN for the current carrier: _____

Porting TNs (please use ranges whenever possible):

Authorized Printed Name: Richard Johnson Date: 7 / 24 / 18
(Must be dated within 30 days to be valid)

Authorized Signature: *Richard Johnson*



AGREEMENT FOR SERVICE

AGREEMENT FOR SERVICE: By signing the attached Service Order, the Customer ("Customer") hereby orders from Peace Communications the products/services listed in the attached Service Order (each a "Service" and collectively "Services") for the Service Term specified in the signed Service Order. Service(s) ordered shall be subject to the terms set forth in this AFS, the Standard AFS Terms and Conditions and any applicable tariffs and rate sheets, each incorporated amendment, exhibit, schedule or other attachment and associated documents referred to and available at www.peacecom.net ("Company Website") each such document is expressly incorporated herein by this reference. The Standard AFS Terms and Conditions and applicable tariffs include, among other matters, limitations of warranties, exclusion of consequential, and other special damages and other limitations of liability, payment terms, an Early Termination Fee in the event of termination of any Services prior to the end of the specified Term and an agreement to binding arbitration in the event of a dispute. By your signature you warrant that you have read, understand and agree to the terms and conditions herein referenced and acknowledge that you are authorized to sign this AFS and order the Service(s). This AFS may only be amended, modified or supplemented by an instrument in writing executed by an authorized representative of each party and specifically stating that the parties intend to modify, amend or supplement this AFS. Provision of the Service(s) by Peace Communications will be deemed an acceptance of this AFS in the absence of a signature.

Without limiting the foregoing, Customer acknowledges: All invoices are due and payable within fifteen (15) days from the date of invoice; Customer shall be responsible for ensuring compliance with any and all applicable laws and regulations concerning its use of the Service(s); and Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Service(s) unless such fraud resulted from the gross negligence or willful misconduct of Peace Communications.

AGENCY: You hereby designate Peace Communications as your agent to request your service record information from your current telecommunications provider.

CREDIT APPLICATION: Customer's execution of this AFS constitutes authorization for Peace Communications to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial condition of Customer. Customer understands that, as a result of this credit review, a cash deposit or guaranty may be required in order to receive the Services.

CUSTOMER PROPRIETARY NETWORK INFORMATION NOTICE AND AUTHORIZATION:

Peace Communications, its affiliates and its successors-in-interest are committed to protecting the confidentiality of your telecommunications service information. This information is known as Customer Proprietary Network Information ("CPNI"). Under federal law, you have a right and we have a duty to protect the confidentiality of your CPNI.

CPNI is information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by you and that is made available to us solely by virtue of our carrier customer relationship. It includes information contained in, our bills pertaining to the telecommunications services we provide to you but does not include information derived from non-telecommunications services we provide to you.

In order to better serve your communications needs and to develop, identify, offer and provide you with advanced communications related products and services, including some that may be different from the class of service we already provide to you, we may access and use your CPNI and share it with our affiliates, agents, partners, vendors, contractors and their subsidiaries. By signing this AFS, you consent to our access, use and sharing of CPNI as described above. This consent is valid until revoked by you.

To limit or revoke consent at any time, you must use one of the following methods: (1) contact Customer Support at (888) 867-0435 or (2) notify us in writing at Peace Communications, PO Box 909, Chattanooga TN 37401. You must provide the following information: (i) your name; (ii) service billing address; (iii) ten-digit telephone number(s); and (iv) service account number. If we do not hear from,



you within 30 days of signing this AFS, we will assume you do not wish to opt-out. Your decision will not affect the provision of services you receive from Peace Communications.

Services are subject to the Acceptable Use Policy, to the extent applicable. Services are not available for resale or use by auto dialers, telemarketers, dial-up internet service providers, call centers and similar type of businesses. In the event that Peace Communications determines that the above noted Customer is such a company. Peace Communications shall be entitled to either (i) terminate any such Service, (ii) charge the Customer measured service rates, or (iii) charge an additional fee per call retroactive to the Billing Activation Date.

Access services are subject to availability. Additional charges may be incurred for circuit expedites, extended demarc, special scheduling at customer request, or circuit redesign. This quote is firm for thirty (30) days from the date specified above unless indicated differently herein and shall become binding upon execution by you and acceptance by Peace Communications. Alterations or changes after thirty (30) days may be made at the discretion of Peace Communications without notice.

911 AND E911 DISCLOSURE AND NOTICE

Important 911 and E911 Disclosure and Notice

The Federal Communications Commission ("FCC") requires that Peace Communications, like all Voice Over Internet Protocol ("VoIP") service providers inform its customers of any differences between the 911 and E911 access capabilities available with Peace Communications VOIP Services (the "VOIP 911 and E911 Service") as compared to the 911 and E911 access capability available with traditional wire line non-VOIP telephone service. A copy of the FCC order containing the disclosure rules is available at <http://www.fcc.gov/cgb/voip911order.pdf>. It is important that you understand how these differences affect your ability to access 911 and E911 services. If you have any questions or concerns about the information contained in this Notice, please contact a Customer Support Representative at 1-888-867-0435.

The FCC's rules also require us to obtain and keep a record on file showing that you have received and that you understand this 911 and E911 Notice. It we do not receive your reply promptly; we may be required by FCC rules to suspend your service until we do receive your reply.

By executing this Notice, you are affirmatively acknowledging that (i) you have read and understand this 911 and E911 Notice, (ii) you understand that you may not be able to contact emergency services by dialing 9-1-1 using the VOIP 911 and E911 Service, and (iii) you understand that you must inform users of the VOIP Services that they may not be able to contact emergency services by dialing 9-1-1 using the VOIP 911 and E911 Service.

- PEACE COMMUNICATIONS VOIP 911 AND E911 SERVICES MAY NOT OPERATE DURING A POWER OUTAGE. You understand and acknowledge that the VOIP 911 and E911 Service will not function in the event of a power failure or disruption. Should there be an interruption in the power, the VOIP Services, including the VOIP 911 and E911 Service, will not function until power is restored and your equipment may need to be reset.
- PEACE COMMUNICATIONS VOIP 911 AND E911 SERVICES WILL NOT OPERATE IF YOUR BROADBAND CONNECTION IS DISRUPTED. You understand and acknowledge that service outages, interruptions or degradation, or termination or suspension for any reason, of service by your broadband provider and/or ISP or by Peace Communications will prevent you from using the VOIP Services, including the VOIP 911 and E911 Service.
- PEACE COMMUNICATIONS VOIP 911 AND E911 SERVICE CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST IF YOU DISABLE, DAMAGE OR MOVE THE EQUIPMENT TO A LOCATION OTHER THAN THE REGISTERED ADDRESS YOU PROVIDED TO PEACE COMMUNICATIONS WHEN SERVICE WAS INITIATED. You understand and acknowledge that VOIP 911 and E911 Service will not function if you move your device to a different street address or location other than your Registered Address. You also acknowledge that it may take several days for any change in address to be processed. Accordingly, you should notify Peace Communications in advance of any and all changes to your Registered Address by contacting a Customer



Support Representative at 1-888-867-0435. Failure to provide the current and correct physical address and location of your device may result in any 911 call you make being routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location.

- EMERGENCY PERSONNEL MAY NOT BE ABLE TO IDENTIFY YOUR PHONE NUMBER IN ORDER TO CALL YOU BACK. You understand and acknowledge that public safety answering point ("PSAP") and emergency personnel may not be able to identify your phone number in order to call you back if the call cannot be completed, is dropped or disconnected and/or if your VOIP 911 or E911 Service is not operational for any reason.

911 AND E911 DISCLOSURE AND NOTICE

- PEACE COMMUNICATIONS VOIP 911 AND E911 SERVICE CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE. You understand and acknowledge that, due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing your equipment as compared to 911 dialing over traditional non-VOIP public switched telephone networks.
- IN ADDITION, YOU SHOULD MAINTAIN ALTERNATE MEANS OF CONTACTING 911 AND E911 SERVICES AND YOU MUST INFORM USERS OF PEACE COMMUNICATIONS VOIP 911 AND E911 SERVICE OF THESE ALTERNATE MEANS. You will receive a set of stickers explaining 911 and E911 service limitations and these stickers should be placed on or near the equipment you use to access the VOIP 911 and E911 Service. If you require additional stickers, please contact a Customer Support Representative at 1-888-867-0435. IN NO EVENT SHALL PEACE COMMUNICATIONS, ITS PARENT COMPANY, OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER OR VENDOR WHO MAY FURNISH SERVICES OR PRODUCTS TO YOU IN CONNECTION WITH THE VOIP SERVICES OR THE EQUIPMENT BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS WHATSOEVER ARISING FROM OR RELATING TO 911 DIALING AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO 911 DIALING. PEACE COMMUNICATIONS DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, 911 CALLS USING THE VOIP SERVICES ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. PEACE COMMUNICATIONS DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. PEACE COMMUNICATIONS RELIES ON THIRD PARTIES TO ASSIST PEACE TO ROUTE 911 CALLS TO LOCAL EMERGENCY RESPONSE CENTERS. PEACE COMMUNICATIONS DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT.

Site Readiness prior to Installation of Service

A Peace Communications Sales Engineer or Authorized Agent may perform a Visual site survey and confirm that your location is ready for service installation. Site surveys may not be required in all instances. Items might arise during installation that could not be detected during the visual survey. These could include, but are not limited to, dead jacks, hubs, firewalls, and multiple LAN switches. This Hosted Voice service requires suitable circuit pathways and entrance to your facilities, adequate backboard space to install and power the Peace Communications equipment. The power specification is 120V/60 Hz power and #6 ground wire. Additionally Ethernet cabling, CAT -5 or greater with RJ-45 connectors, is required from the Peace Communications provided switch to each location that a new VoIP phone will be located. A standard cabling diagram can be provided by your sales representative.

- You are responsible for providing the cabling or contracting a vendor. Peace Communications can provide this service for an additional fee. Please discuss your cabling requirements with your sales representative.
- You are also responsible for providing the backboard (up to 4 x 8 feet) and suitable ground to enable Quality service. Peace Communications can provide the backboard and ground (up to 100 feet) and will



provide you a price Quotation for this service.

- Upon completion of the site inspection, Peace Communication's access provider will give you an information package including their contact Information and any applicable build-out requirements. Build out means that there may be work required by the access provider in order for Peace Communications to deliver service.
- You are responsible to ensure that you have obtained written authorization from the property owner for the build-out and for fulfilling all build-out requirements with your vendor. You must notify the access provider when build out is complete.

Business Group Administrator (BGAN) should be assigned from your organization. The BGA is responsible for the initial and ongoing configuration of the IP phone stations voicemail, and autoattendant for your defined user community.

In order to provide a smooth transition to your new Hosted Voice Service the below steps and Information should be followed

Designate a technical point of contact to work with us for information exchange and scheduling installations and service calls.

Have all information necessary to complete the Site Survey. This Information will be used to configure your service.

Provide access to all LAN switches and firewalls and a complete list of all applications, including all necessary telephone numbers and passwords. Notify Peace Communications of any changes to access numbers and passwords.

Ensure any music source is in compliance with all necessary laws and licensing.

Implement security procedures to limit access to the equipment.

Ensure that you have obtained all necessary permissions, licenses, permits, or consents needed to connect this equipment to any public or private telephone network. Ensure you have acquired all permits that may be required from any federal, state, or regulatory authorities.

Failure to complete all required pre-installation activities may result in a delayed Installation and rescheduling fees may apply.

Customer Training

As part of the on boarding process Peace Communications will provide training for the business group administrator and end users. The training will be live online training for locations with less than 10 Hosted Voice users and for remote workers. For business locations with 10 or more Hosted Voice users, Peace Communications will provide on-site training in the Chattanooga and Nashville markets. Customers can elect to purchase onsite training or additional live online training sessions. Pricing and qualification can be provided by your sales representative.

Installation Reschedules and Cancellations

If the presence of your data vendor is required, it is your responsibility to ensure the data vendor is on site to perform service activation. A reschedule fee and other associated charges may apply if your data vendor does not keep the scheduled appointment or does not have adequate training or equipment to complete the installation.

Peace Communications is not responsible for customer-incurred vendor charges. On-site activation time is typically two (2) hours.

Customer must provide notice to reschedule installation at least three (3) business days prior to the original installation date. Failure to do so will result in a rescheduling fee of \$250.00.

In the event the resulting agreement for the services between Peace Communications and Customer Agreement is terminated by Customer following its execution by Customer, but prior to the Service Commencement Date, unless otherwise agreed to in writing, Customer will be charged a service cancellation fee in an amount equal to one (1) month's MRC for such Service, plus the NRC



for such Service (whether or not such charge was originally waived), and any direct costs incurred by Company as a result of the service cancellation (including any expedite fees, build-out fees, and any cancellation or early termination fees imposed on Company by any underlying service provider that was contracted with to deliver such Service.

Post Installation

Once installation is complete, you must contact your previous provider to verify that your services are disconnected and billing is discontinued. You are the customer of record with your previous provider; therefore Peace Communications cannot provide notice of discontinuation of service or billing on your behalf.

If your name or phone number has changed, or your number is being ported from another carrier, please note it may take up to 72 hours to display on Caller ID and 911 records need to be updated with your local PSAP.

Disconnecting Service

Unless Customer has provided Company with written notice of its intention to terminate the Service(s) at least thirty (30) days prior to the end of the Service Term, the Service Term shall automatically renew on a month-to-month basis.

To terminate service, you must send your request to: Accounts@peacecom.net at least 30 days before the desired disconnect date and complete/sign disconnect order.

An Early Termination Charge will be applied to all services that are disconnected or terminated prior to the expiration of the Service Term in accordance with the terms of the agreement. This amount will be equal to one hundred percent (100%) of the monthly recurring charge (MRC) of the terminated services multiplied by the number of months remaining in the Service Term.

Thank you for choosing Peace Communications! We look forward to a long partnership with your business. Peace Communications services may be provided by one or more of our partner firms. The services are governed by the Agreement and corresponding documentation entered into between Peace Communications and Customer.



Peace Communications Agreement for Service (AFS) TERMS AND CONDITIONS

These terms and conditions apply to the provision of all telecommunications and related services by Peace Communications to Customer under the service order to which these terms and conditions are a part. These terms and conditions and Customer's service order form the agreement (" Agreement").

- 1. Term and Renewal.** This Agreement is effective on the date identified on the service order ("Effective Date") and will continue for the term set forth in the service order from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement. Upon expiration of the Term, this Agreement will automatically renew on a month-to-month basis until terminated or cancelled pursuant to its terms. In the event the Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Peace Communications shall have the option of continuing to provide such Services on a month-to-month basis, priced at Peace's then current monthly rates.
- 2. Charges for Services; Billing and Payment.** Customer is responsible for paying all charges that apply to the Services ordered on a service order or used on a per-use basis by Customer, including Items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the service order or set forth in Peace's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future and regardless of whether such charges are identified in the Agreement. Peace will bill Customer monthly for the Service, and all bills are due and payable upon receipt. Payment will be considered late if not paid within fifteen (15) days from the date of invoice. All amounts payable by Customer shall be made without setoff or counterclaim and without deduction. Billing at a location will begin on the installation date.
- 3. Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Peace in writing the specific basis for such dispute within sixty (60) days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party, and Peace may refuse to discuss issues through Customer's external representative.
- 4. Partial Payments; Late Payments.** Peace may accept any payments Customer marks as being payment in full or as being settlement of any dispute without waiving any rights Peace has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Peace incurs as a result of collecting Customer's unpaid charges. If Peace does not receive full payment when due, Customer will be assessed a Collection Fee of up to \$35.00. In addition, Balances not paid within thirty (30) days from invoice date will be subject to a finance charge of 1.5% per month of balance due.
- 5. Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with the Peace network. Customer shall provide Peace with the correct address to obtain Services, because Peace relies on such Information to determine which taxes, fees, surcharges and assessments apply to the Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Peace if Customer's address changes, in which case Peace may either (a) terminate the affected Services, or (b) allow Customer to provide sixty (60) days' advance notice to Peace to move Services to a new location and pay any applicable installation charges. Customer will enter into a new agreement for such new location, or Peace will apply the liquidated damages set forth in Section 11 for the terminated location. Charges, including reasonable administrative costs and fees incurred by Peace may apply as a result of Customer's move, in addition to a change in MRCs.
- 6. Peace Provided and Owned Equipment.** Any equipment installed by Peace on Customer's premises that is not the subject of a sale to shall remain at all times the property of Peace. Equipment shall



remain in good condition, less normal wear and tear. Peace shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Peace for the cost of any necessary repairs or replacements. Customer shall provide Peace reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Peace does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if Peace requests Customer return the equipment and Customer does not return the equipment to Peace within thirty (30) days of termination, Customer shall reimburse Peace for the full purchase price of the equipment as well as any attorney's fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment.

7. Disconnection of Current Provider; Special Construction; Third Party Charges. Customer is solely responsible for disconnecting Services with its current service provider. Peace is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Peace or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Peace specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Peace shall have no responsibility for maintenance or repair of same.

8. Government Funding. Customer must notify Peace of all restrictions, requirements and reporting obligations to which Peace could become subject pursuant to any government program before Peace provisions Services to Customer. Customer will not use such funds, including stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without PEACE'S prior written consent regarding any specifically applicable terms. If Customer falls to provide such prior written notice to Peace of government funding or if Peace does not consent to the use of such funding, then Peace has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Peace. If Customer requests government funds for payment of Services under this Agreement and such funding request is denied, Customer shall remain responsible for one-hundred percent (100%) of the cost of Services.

9. Documents Incorporated by Reference; Entire Agreement; Counterparts; execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS .

This Agreement, the documents incorporated by reference and any addendums entered between the parties constitute the parties' entire Agreement. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Peace employee or agent. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Peace also may execute this Agreement via a verifiable electronic Signature.

10. Termination. Either party may terminate this Agreement by providing at least thirty (30) days written notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within thirty (30) days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have ten (10) days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. In the event Customer rents equipment from Peace and Customer terminates network Services pursuant to this section, Customer shall remain obligated to fulfill the remainder of the applicable equipment schedule term. Peace may limit, interrupt or terminate Services immediately and without liability If: (a) after any required notice,



Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects the Peace network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider.

11. Effect of Termination.

a. Pre-installation- If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Peace a Pre-installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that If Peace's costs to other providers are greater than this amount, Customer shall also reimburse Peace for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Peace to prepare for installation. The Cancellation Charge set forth in this Section 11(a) is in lieu of the charges set forth in 11(b) below for post-installation cancellations.

b. Post-installation - CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF PEACE'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO PEACE AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MONTHLY RECURRING CHARGES (MRC) APPLICABLE TO THE TERMINATED SERVICES MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN CURRENT TERM ("LIQUIDATED DAMAGES). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH UQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY PEACE, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY PEACE TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below fifty percent (50%) of its original contracted rate for that location, Customer will pay fifty percent (50%) of the MRCs every month in lieu of the Liquidated Damages set forth above.

12. Limitation of Liability. FOR PURPOSES OF THIS SECTION, AND THE FOLLOWING SECTIONS DESCRIBING INDEMNITY, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES SECTIONS, PEACE INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF Peace RESELLS SERVICES.

A. PEACE'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, OR (II) CUSTOMER'S MRCs MULTIPLIED BY SIX (6). IF CUSTOMER'S SERVICE IS INTERRUPTED, PEACE'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT PEACE'S LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL PEACE BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND PEACE'S REASONABLE CONTROL. PEACE IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO PEACE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL,



REGARDLESS OF WHETHER/WHEN PEACE NOTIFIES CUSTOMER OF INCREASED USAGE.

B. ENTRY ON TO PEACE'S PREMISES IS AT CUSTOMER'S OWN RISK, AND PEACE ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM ARISING FROM ANY CAUSE OTHER THAN PEACE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PERSONAL INJURY TO CUSTOMER DURING SUCH VISIT. PEACE IS NOT RESPONSIBLE IF EQUIPMENT IS LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO PEACE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL LOSS INCURRED FOR MISUSE, MISHANDLING OR PROVISIONING OF CUSTOMER EQUIPMENT INCOMPATIBLE WITH THE SERVICES, CHANGES MADE TO THE SERVICES BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED TO MAKE CHANGES, OR BY PEACE AT THE DIRECTION OF CUSTOMER. IN NO EVENT SHALL PEACE BE RESPONSIBLE FOR ANY THIRD-PARTY EQUIPMENT, INCLUDING ANY DAMAGES THAT MAY ARISE AS A RESULT OF DEFECTS OR ISSUES RELATED TO THE THIRD PARTY EQUIPMENT TO THE EXTENT PEACE IS LIABLE FOR DAMAGE TO, OR LOSS OF, CUSTOMER EQUIPMENT, SUCH LIABILITY WILL BE LIMITED TO THE THEN CURRENT BOOK VALUE OF THE DAMAGED EQUIPMENT. EACH PARTY IS RESPONSIBLE FOR INSURING THE EQUIPMENT AND PROPERTY IT OWNS WITH COVERAGE CONSISTENT WITH INDUSTRY STANDARDS.

13. Force Majeure. Peace shall be excused from, and shall have no liability with respect to, any delay or failure to perform hereunder caused by any event beyond its reasonable control, including but not limited to, (i) cable cuts or common carrier delays; (ii) actions, failures to act or delays by Customer or others authorized by the Customer to use the Service; (iii) failure of power, equipment, services or systems not provided by Peace including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iv) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (v) during any period in which Peace or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (vi) maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Peace reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vii) when a Service Outage has not been reported to Peace or where there is a trouble reported, but no trouble found; and (viii) labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond PEACE'S reasonable control.

14. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON PEACE'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED, WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. EXCEPT AS EXPRESSLY PROVIDED IN PEACE'S PRIVACY POLICY, PEACE HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY PEACE'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

15. Emergency/Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT IN CERTAIN CIRCUMSTANCES. PROVIDE ACCESS TO 911 OR TRANSMIT THE MOST ACCURATE LOCATION OR



EXTENSION INFORMATION IN A TIMELY MANNER. IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol ("VoIP"), Centrex, and private branch exchange (PBX). Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. When using VoIP service, Customer must timely update changes to their registered location for 911 services. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the correct address, extension or other information to emergency authorities.