

## Hosted Phone Contract Service Arrangement Agreement

This Contract Service Arrangement Agreement ("Agreement") is by and between Ben Lomand Telephone Coop d/b/a Ben Lomand Connect. ("Company") and City of Crossville ("Customer" or "Subscriber"). This agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate tariffs.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment ("Service"). The rates, charges, and conditions described in the Attachment are binding upon Company and Subscriber for the duration of the Agreement. For the purpose of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution of both parties. For purposes of the determination of any service period stated herein, said service period should commence the date upon which installation of the service is completed, or in the case of existing service, upon execution by both parties.
2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.
3. If Subscriber cancels this Agreement prior to the completed installation of Service, but after the execution of the Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs that would apply if Company had completed the work in the implementation of the Agreement.
4. If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agree to by the Company and Subscriber and set forth in the Agreement.

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PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED  
OR DISCLOSED OUTSIDE BEN LOMAND CONNECT EXCEPT PURSUANT TO A WRITTEN  
AGREEMENT.

Customer Initials

Date

*JSM*  
12-20-18

5. Except as otherwise provided in the Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to which all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company  
Ben Lomand Connect  
P O Box 670  
McMinnville, TN 37110

Subscriber

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

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Customer Initials                       
Date 12-20-18

## 911 Information

Customer is responsible for maintaining and updating an active 911 address for each hosted seat. Customer is responsible for providing provider address information for all hosted seats (phones). Should phones/seats be moved to a new physical address, the customer is responsible for contacting Ben Lomand Connect to make changes to 911 to reflect the new phone/seat physical address change.

After initial activation of E911 service and following any change of and update to customer's or a user's physical location, there may be some delay before the automatic number and location information is passed to the local emergency service operator. This information is typically populated in the provider's nomadic E911 databases prior to service activation, but no guarantee can be made that the automatic number and location information will be activated within the schedule.

Changes must be submitted in a written form to Ben Lomand Connect. Changes made to a hosted phone/seat 911 address can take up to 3 business days (72 hours) to initiate.

Customer Initials

Date

BSM  
12-20-18

**Hosted Phone Contract Service Arrangement**

Contract Expiration: N/A

Service Description: Hosted phone service

This Agreement is for twelve (12) months.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below.

Accepted by:

Subscriber:

By: *James Mayberry*  
Authorized Signature

Printed Name: James Mayberry

Title: Mayor

Date: December 20, 2018

Company:  
Ben Lomand Connect

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Customer Initials *JEM*  
Date *12.20.18*

**Hosted Phone Contract Service Arrangement  
Monthly Rates and Non-Recurring Charges**

**Rates and Charges**

<b>Rate Elements</b>	<b>Non-Recurring</b>	<b>Monthly Rate</b>
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**Service Availability:**

The design and operation of the hosted services provided herein is intended for communications originating and terminating from customer's IP phones.

**Service Commitments:**

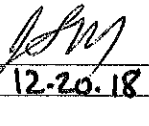
- A. Customer agrees to purchase and maintain at minimum 50% of original seat order.
- B. Failure to maintain the minimum service commitment will result in the remaining hosted services provided at non-contract rates for the remainder of the contract period.

**Termination charges:**

If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for remaining balance of contract in full, plus any installation charges that were waived as a part of the contract.

Customer Initials

Date

  
12-20-18