



Contract ID: 31450

Application and Agreement for Services

Customer Name	GREENFIELD CITY OF	Customer Requested Due Date:
Customer Billing Street Address	10 S STATE ST	Expedite: <input type="checkbox"/> False
Customer City State Zip	GREENFIELD IN 46140	
Customer Contact	Rob Souchon	
Phone		
Email		

SERVICE DESCRIPTION	SERVICE TYPE	TERM
*BUSINESS LINE CHARGE-FIBER	LOCAL	36
CALLER ID WITH NAME	LOCAL	36
NON PUBLISHED NUMBER	LOCAL	36
BUS FIBER BROADBAND 1 GIG	INTERNET	36
DARK FIBER LEASE PER STRAND	INTERNET	36

*BUSINESS LINE CHARGE-FIBER	LOCAL	36
SERVICE NOTES 		

LOCATION INFORMATION					
Location	Customer Name	Address	City	State	Zip
1	City of Greenfield		Greenfield	IN	46140

CHARGES	
Monthly Recurring Cost	\$436.00
Non-recurring Installation Cost	\$0.00
Special Construction	

<p>This Application and Agreement for Services is provided subject to the attached Terms and Conditions, attached hereto and incorporated herein. By executing this Application and Agreement for Services, Customer confirms it has read and accepts the Terms and Conditions.</p>	<p>This Application and Agreement for Services is not binding upon NineStar Connect until signed by its duly authorized representative.</p>
<p>Authorized By: Printed Name: Title: Date:</p>	<p>Authorized By: <i>Julie Forestal Lynch</i> Printed Name: Julie Forestal Lynch Title: Director of Business Sales Date: 8-4-2025</p>

Customer Information:		
Primary Contact for Order:	Technical Contact (if different):	Maintenance Contact (if different):
Name:	Name:	Name:
Phone:	Phone:	Phone:
Cell/Pager:	Cell/Pager:	Cell/Pager:
Email:	Email:	Email:
Fax:	Fax:	Fax:
Accounts Payable Contact:	Tax Information:	Property Ownership Status:
Name:	Federal Tax	Do you own the property associated
Phone:	ID No.:	with service location?
Email:	Tax	
Fax:	Exempt?	
	(Yes or No)	
	If yes, ST-109 must be included.	

GENERAL TERMS AND CONDITIONS

1. Term. The initial term for any services ("Service(s)") provided under the Application and Agreement for Services (the "Agreement") will begin on the first day Service is made available to Customer by NineStar Connect ("Company") and will continue for the term set forth on the Agreement. Upon completion of the initial term, this Agreement shall be automatically renewed on a month-to-month basis until terminated by either party upon thirty (30) days' written notice.

2. Rates and Charges. Recurring charges will begin upon the successful installation of ordered Services. The recurring charges identified on page 1 hereof will be invoiced monthly. A pro-rated portion of the recurring charges will be included on the initial invoice for the initial month or part thereof of Services as well the recurring charges for the next month's Services. Installation charges will appear on the initial invoice or on the invoice following the date of installation. Changes to ordered Services that result in a change in the recurring charge or Customer requested changes to the installation method initially quoted (e.g., inside conduit, demarc extension, etc.) will be charged in the first invoice and may necessitate that a new Application and Agreement for Services reflecting the changes be executed by the Customer. Recurring charges for burstable Internet services will be based upon the Customer's selected service level and monthly sustained use level (95th percentile- remove top 5% of total use readings). Customer agrees that, to the extent any provision of Services by Company directly to Customer is subject to governmental assessments, taxes, surcharges, and/or fees (other than taxes on Company's net income or gross receipts), Company shall have the authority to charge and collect such assessments, taxes, surcharges, and/or fees directly from Customer.

3. Early Termination Fee; Telephone Number Porting. If any Services are terminated after execution of this Agreement and prior to Service commencement date for such Services, Customer agrees to pay Company an early termination charge equal to: (i) all documented engineering, construction and electronics costs incurred; and (ii) any non-recurring fees Company incurs from other third parties in connection with cancellation of the Services. If any Services are terminated after the Service commencement date for such Services and prior to the expiration of the term of such Services contained in this Agreement the Customer agrees to pay Company an early disconnection charge equal to: (i) one hundred percent (100%) of the monthly recurring charges for the Services multiplied by the number of months remaining in the first half of the term; (ii) fifty percent (50%) of the monthly recurring charges for the Services multiplied by the number of months remaining in the second half of the term; (iii) any non-recurring fees Company incurs from other third parties in connection with cancellation of the Services; and (iv) any outstanding invoices or other amounts still owed by Customer. Such payment shall be due within thirty (30) days of the effective date of cancellation.

Any telephone numbers utilized for the provision of any service by the Company shall be deemed assigned to the Company and the Company has the sole discretion on "porting" such numbers during the term of the agreement and so long as any fees remain unpaid to the Company including any termination fees provided for herein.

4. Payment; Credit Approval. Customer shall pay for all Services provided by Company at the rates set forth on page 1 of this Agreement. All amounts owed are due and payable within thirty (30) days after the date of invoice. A late charge will be applied to the Customer's invoice for all outstanding amounts owed beyond the due date. The late charge will be equal the lesser of 1.5% of the outstanding balance or the maximum amount allowed by law. Delinquent amounts shall bear interest at the rate of 1.5% per month or the highest lawful rate, whichever is lower from the due date until the date paid in full. If Customer fails to pay any invoice after receipt of notice from Company that such invoice is past due, Company may suspend Service to Customer without notice until Customer's account is brought current and Customer shall continue to be obligated to pay for the Services during such suspension, without rebate or abatement. Customer shall be responsible for all reasonable attorneys' fees, collection fees, and costs of collection incurred by Company arising out of Company's efforts to collect any unpaid amounts or enforce its rights under this Agreement.

5. Technical standards of performance. Company agrees to use reasonable efforts to provide Customer with uninterrupted Services for the duration of the Agreement. Customer shall immediately notify Company of any problems or end-user complaints with the Services. The liability of Company for damages for mistakes, omissions, interruptions, delays, errors or defects in transmission ("Failure of Performance") occurring in the furnishing of Services hereunder, or arising in any way out of this Agreement, shall be limited to not charging Customer for any Services which Company has failed to provide or that were the subject of the Failure of Performance. In the event of a Failure of Performance, Company shall use its reasonable efforts to correct such failure as soon as reasonably practicable after Company is notified of such failure. Facility and port performance will be measured using three parameters: availability; latency; and packet loss:

Availability is a measure of the relative amount of time the service is available to the Customer for use. The objective for all Services is to provide performance at 99.99% over a consecutive 30-day period. Latency is measured as time required for a packet to travel round trip between Company PoPs. Packet loss is measured as the percentage of 64 byte packets lost after 100 trials during a one-month period between Company IP PoPs. Packet loss will be less than 0.5% for traffic within North America and less than 1.2% for traffic between North America and Europe or Japan. Customer acknowledges that Company may need to perform routine maintenance on the network between the hours of 12:00 AM and 6:00 AM (Eastern Time). This maintenance will be announced 10 days in advance and will not be considered for overall measurement of standards of performance. Chronic Trouble exists when either: (i) three (3) or more separate periods of Service interruption occur within the same calendar month; or (ii) Service interruption occurs in excess of two (2) hours in three (3) consecutive months. In the event that Customer experiences Chronic Trouble, the Customer shall be entitled, in addition to any applicable credits, to request re-provisioning of the affected circuit. Such re-provisioning must be requested by Customer in writing. If, after Company re-provisioning, the circuit continues to experience Chronic Trouble, and upon 90 days' written notice to Company by customer, Agreement may be terminated without penalty.

6. Outage Credits. Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time when Services are unavailable. In the event of such an outage, Customer with dedicated internet may be entitled to a credit. An outage shall be considered from the time the Customer notifies Company until Company restores the service and notifies the Customer.

7. Disconnection Requests. Customer requests for disconnection of Services may be made by electronic transmission from an authorized employee or representative of Customer to an authorized employee or representative of Company or in writing to an authorized employee or representative of Company and signed by an authorized employee or representative of Customer.

8. Internet Orders for Services. Company will assign the Internet Point of Presence (POP) during service design. Customer requests for service resiliency will necessitate service architecture discussions between Customer and Company. Customer may be subject to charges for any such requests that incur additional costs to Company.

9. Indemnification. Customer shall indemnify and hold harmless Company and its officers, directors, agents and employees, from and against any and all claims, demands, causes of actions, losses, damages, cost and expenses, including reasonable attorneys' fees, arising out of or in any manner relating to Customer's breach of any of the terms of this Agreement and any claim for withholding or other taxes that might arise or be imposed on Company (other than income taxes owed by Company from amounts paid by Customer hereunder) for providing the Services contemplated under this Agreement or the performance hereof. Company represents and warrants that it owns or has the right to provide the Services to Customer. Company shall indemnify and hold harmless Customer and its officers, directors, agents and employees, from and against any and all losses, damages, cost and expenses, including reasonable attorneys' fees, brought by third parties and arising out of or in any manner relating to Company's breach of any of the terms of this Agreement. Company's liability under this indemnity provision shall not be subject to the limitation of liability under Section 8 of this Agreement, but under no circumstances will Company be liable for indirect, special, incidental, or consequential damages including, but not limited to, lost profits or revenues.

10. Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY AND ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS, DIRECTORS, AND SUPPLIERS SHALL NOT BE LIABLE FOR DELAYS IN INSTALLATION, COMMENCEMENT OR RESTORATION OF THE SERVICES; FOR ANY TEMPORARY OR PERMANENT CESSATION OF SERVICE; FOR ERRORS, MALFUNCTIONS, DELAYS OR DEFECTS IN TRANSMISSION OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL NINESTAR AND ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS, DIRECTORS, AND SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES; FOR PUNITIVE DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, AND TO THE EXTENT ALLOWED BY LAW, FOR INJURY TO OR DEATH OF ANY PERSON AND FOR DAMAGE TO OR LOSS OF ANY PROPERTY ARISING OUT OF OR ATTRIBUTABLE TO COMPANY'S OPERATIONS AND PERFORMANCE UNDER THIS AGREEMENT. COMPANY'S LIABILITY FOR ANY AND ALL CAUSES AND CLAIMS, WHETHER BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE OR OTHERWISE AND EXCEPT AS EXPRESSLY PROVIDED HEREIN SHALL IN NO EVENT EXCEED THE GREATER OF (I) THE TOTAL CHARGES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CAUSE OR CLAIM; OR (II) THE AMOUNT OF COMPANY'S APPLICABLE INSURANCE COVERAGE FOR SUCH CAUSE OR CLAIM. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY'S MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE OF THE SERVICES, EQUIPMENT OR ANY OTHER MATTER PROVIDED UNDER THIS AGREEMENT, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

11. Assignment; Successors and Assigns. Provided an assignee possesses the financial and operational capabilities to perform under this Agreement and agrees to assume and fully discharge all of the duties and obligations of the assignor under this Agreement, either party may assign this Agreement in its entirety, to either of the following: (a) any parent, subsidiary or affiliate entity; or (b) a successor in interest of all or substantially all of the assets, stock or business of the assigning party. Neither party may assign its rights or delegate its duties under this Agreement to any other entity without the prior written consent of the other party, which shall not be unreasonably withheld, denied, delayed or conditioned. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the successors and permitted assigns of the parties to this Agreement.

12. Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties. Notwithstanding anything to the contrary set forth herein, Customer agrees that payment obligations hereunder shall be absolute and not subject to delay due to any event of force majeure.

13. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of Indiana. The parties consent to the exclusive personal jurisdiction and venue of the federal and/or state courts in Marion County, Indiana and hereby waive trial by jury

14. Entire Agreement; Modification; Counterparts. This Agreement contains all of the agreements, promises and understandings between Company and the Customer regarding the subject matter hereof and no oral agreements, promises, statements, assertions or representations by Company or Customer or any employees, agents, contractors, or other representatives of either, shall be binding upon the parties. This Agreement cannot be modified unless such modification is made in writing and signed by a duly authorized representative of each party. Notwithstanding the foregoing, Company may modify this Agreement, if necessary to update or clarify any provision herein, without first providing notice or obtaining prior consent of the Customer, if, and only if, such modification is not material. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. The headings and captions in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.