

KMTelecom's Networking Service Terms and Conditions

These Terms and Conditions ("Agreement") govern the provision and use of any Networking Service ("Service") supplied by Kasson & Mantorville Telephone Company d/b/a KMTelecom ("KMTelecom," "we," "our," or "us"). By subscribing to, using, or paying for the Service, you ("Customer") agree to be bound by this Agreement and all associated documents, as amended from time to time.

1. Agreement Structure and Incorporated Documents. This Agreement is a legally binding document. It incorporates by reference the General Terms & Conditions of Business Service (for business customers) or the General Terms & Conditions of Residential Service (for residential customers), Acceptable Use Policy, Network Management Policy, and any Invoices, Statements of Work, or attachments expressly referencing these Terms (collectively, "Incorporated Documents"). KMTelecom reserves the right to revise any component of this Agreement or its incorporated policies and will provide at least thirty (30) days' notice of any material changes. These policies are available at www.kmtel.com/terms-and-policies.

2. Definitions. a) Customer Premise Equipment ("CPE") refers to routers, switches, wireless access points, or any other hardware or virtual appliances that KMTelecom furnishes or expressly agrees in writing to install and/or support. b) "Network Device" refers to any CPE set up by KMTelecom.

3. Scope of Service. KMTelecom will configure and deploy Network Devices at Customer locations based on the agreed upon quote. The quote, once accepted, shall function as a binding Statement of Work (SOW) for purposes of this Agreement. Following installation and activation, KMTelecom may provide limited ongoing support for troubleshooting or critical updates upon request. Unless stated otherwise in the quote, Customer is responsible for ongoing day-to-day management of its network.

4. Fees, Billing, and Payment. Labor, materials, and other non-recurring charges ("NRCs") may be invoiced upon completion of the Service or prior to. Invoices are due on or before the invoice's designated due date. Failure to pay in full by the designated due date may result in late fees and the account may be marked as non-pay status. Accounts in non-pay status may be subject to collection fees. Returned payments may incur additional fees. These fees are intended to compensate KMTelecom for its administrative costs and are not a penalty.

5. Customer Responsibilities. Customer shall: (a) provide secure remote and/or physical access for installation and support; (b) furnish accurate existing network diagrams and information when applicable; (c) refrain from altering configured equipment without

KMTelecom's prior written consent; and (d) remain responsible for end-user security and regulatory compliance unless expressly assumed by KMTelecom in writing.

6. KMTelecom Responsibilities. KMTelecom shall install and configure equipment per industry best practices; offer basic post-installation support to address reported connectivity or hardware issues; and maintain the option to assist with troubleshooting at Customer request, including firmware updates or configuration adjustments where feasible.

7. Limited Support Availability. KMTelecom may respond to Customer-initiated requests related to installed Network Devices, such as investigating performance problems or applying updates. This support is not continuous and may be subject to response times, availability of personnel, and prioritization criteria. Additional support services may be subject to Time and Materials (T&M) billing unless otherwise specified.

8. Security, Privacy, and Confidentiality. KMTelecom may collect limited technical information such as IP addressing, interface statistics, or logs for the purpose of installation or troubleshooting. KMTelecom does not monitor Customer network traffic or retain telemetry except as needed to complete specific tasks. Each party agrees to safeguard the other's Confidential Information using reasonable measures.

9. Third-Party Content, Applications, and Transactions. The Service may provide access to the Internet and therefore to content, products, and services that are not owned, operated, or controlled by KMTelecom ("Third-Party Content"). KMTelecom does not endorse, warrant, or assume any responsibility for Third-Party Content, including websites, software, applications, or any transactions you enter into with third parties. You access or download Third-Party Content at your own risk. KMTelecom is not liable for any loss, damage, or injury arising out of or relating to your interaction with, reliance on, or purchase of Third-Party Content. All disputes concerning Third-Party Content are strictly between you and the third party. You agree to hold KMTelecom harmless from claims or damages arising from such disputes.

10. Governing Provisions. All general legal terms, including but not limited to indemnification, limitations of liability, dispute resolution, and governing law, are governed by General Terms & Conditions of Business Service and General Terms & Conditions of Residential Service, which are incorporated by reference.

12. Contact Information. KMTelecom's Customer Service can be reached via www.kmtel.com/contactus, (507) 634-2511, or contactus@kmtelcomfiber.com.