Telecommunications Order Attachment

Service Agreement

energynet

Contract Term	Service Type	Monthly Recurring Cost	NRC Type	Non Recurring Cost
Business Internet				
36 Mo	EnergyNet Transit 5 Gbps	$540.00	Install Fee	
36 Mo	EnergyNet Transit 5 Gbps	$540.00	Install Fee	
36 Mo	EnergyNet Transit 5 Gbps	$540.00	Install Fee	
36 Mo	EnergyNet Transit 5 Gbps	$540.00	Install Fee	
36 Mo	EnergyNet Transit 5 Gbps	$540.00	Install Fee	
	Subtotal MRC:	**$2,700.00**	**Subtotal NRC:**	**$0.00**
Totals				
	Total MRC:	**$2,700.00**	**Total NRC:**	**$0.00**
Notes:				
Document Prepared: 2019/04/03 08:54:35		Prepared By: tgriffey		OA # 00000529
Prepared For:		Todd County Board of Education		

Initals:_____

EnergyNet - Hopkinsville Electric System

Commercial Telecommunications Service Agreement

This Telecommunications Service Agreement ("Agreement") is made this day of _____, by and between:

EnergyNet:

1820 East 9th Street

P.O. Box 728

Hopkinsville, KY 42240

Fax (270) 887-4214

Customer:

Name: _____

Service Address: _____

Mailing Address: _____

City, State, ZIP: _____

Fax: _____

Notices required to be given under this Agreement shall be given in writing, hand delivered or mailed, postage prepaid, or sent by facsimile transmission addressed to the appropriate party at the address set forth above. Either party may change the name and address at any time by giving written notice to the other party.

1. **CONTRACT TERM.** The contract period shall be as specified in the Order Attachment(s). The contract period and billings shall commence on the first day following the date that the installation of service is completed and successfully tested and confirmed active by an EnergyNet technician. At the expiration of the contract period for the service(s) outlined in the Order Attachment(s), the service(s) will continue being provided on a month-by-month basis unless HES receives written notification from the customer that they want to cancel the service(s).
2. **TERMS AND CONDITIONS OF SERVICE.** Customer hereby requests and EnergyNet agrees, subject to the terms and conditions herein, to provide the facilities and service(s) for the monthly and installation charges, as described in the Order Attachment which is attached hereto and incorporated by reference. Any amendment or supplementation to the Order Attachment shall be in writing and signed by both parties. By signing this agreement, Customer acknowledges receiving and agrees to comply with EnergyNet Acceptable Use Policy.
3. **SUBSCRIPTION AND PAYMENT TERMS.** Customer shall pay the recurring monthly charges following the month in which service is provided. All installation charges for the service(s) included in the Order Attachment will be invoiced on the first month's bill. If the customer has electric service with Hopkinsville Electric System, all Telecom charges will be billed on the customer's electric account. If the billing start date for the new Telecom service(s) does not fall on the first day of the customer's electric account billing cycle, the first month's Telecom service(s) charges will be prorated. If the customer does not have electric service with Hopkinsville Electric System, a new account will be created and the billing cycle for the account will begin on the first day of the month and end on the last day of the month, If the billing start date for the new Telecom services does not fall on the first day of the month, the first month's Telecom service(s) charges will be prorated. Customer agrees to pay all taxes, fees, or impositions which may be levied by any authority on the service(s) and facilities which may be provided hereunder, and further agrees that EnergyNet may include such or amounts equivalent to such in its billings to Customer for services. If Customer fails to pay any amounts by the statement due date, a 2% late penalty will be assessed. If the customer fails to pay within 15 days after the statement due date, EnergyNet may discontinue or suspend service(s) without notice and without incurring any liability to Customer. If Customer has any old Hopkinsville Electric System and/or EnergyNet accounts with outstanding balances, all balances will be transferred to the new account. All past due balances will be will be due by the bill due date on the bill they appear on. Failure to pay past due amounts or make arrangements to pay past due amounts may result in suspension of service(s).
4. **CHANGES IN SERVICE/CHARGES.** EnergyNet may change its service(s) and charges at any time. EnergyNet will provide Customer with 30 days prior written notice of increases or other changes in service(s) or charges.
5. **CANCELLATION OF SERVICE(S).** If Customer cancels a service after signing a Commercial Telecommunications Service Agreement and Order Attachment, but prior to the completed installation of the service, the Customer shall pay all reasonable costs incurred by EnergyNet in preparation of installation of the service included in the Order Attachment prior to receipt by EnergyNet of written notice of cancellation. If customer cancels a service included in an Order Attachment at any time after the completion of the service installation, but prior to the expiration of the contract period set forth in the Order Attachment, Customer shall be responsible for all termination charges. Unless otherwise agreed by EnergyNet, termination charges are defined as all charges due or to become due during the remainder of the contract period, as set forth in the Order Attachment.
6. **CUSTOMER RESPONSIBILITIES.** The service(s) outlined in the Order Attachment shall include any drop wiring

to the point where provision is made for termination of EnergyNet's facilities at a suitable location inside the Customer premises. The Customer shall provide to EnergyNet and maintain at Customer's cost: An exterior attachment point and access through the exterior wall in a location identified by an EnergyNet installation technician. All internal building conduits necessary for EnergyNet to install its wiring from the building service entrance to the point of termination; It is the intent of EnergyNet to gain access to the customer's premise with aerial fiber, however if underground access to the customer's building is desired, the customer is responsible for supplying the underground conduit to a point to be determined by EnergyNet engineers. Suitable space (i.e., a room, or a portion if acceptable to EnergyNet), for EnergyNet facilities and equipment specified in the Order Attachment; Sufficient electric power to operate the EnergyNet facilities and equipment specified in the Order Attachment. The customer is responsible for any surge protection or battery backup of equipment installed on the customer's premise; Access to (b), (c) and (d) above for installation, maintenance, operation, and removal of the services(s); and Proper operating environment for all EnergyNet facilities and equipment located on the Customer's premises.

7. **CREDIT FOR SERVICE INTERUPTION (ONLY APPLICABLE TO CUSTOMERS SUBSCRIBING TO PREMIUM FIBER OPTIC INTERNET SERVICES).** EnergyNet shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. EnergyNet shall respond within two hours to the Customer's location and restore any outage of the service(s) included in the Order Attachment as soon as practicable after EnergyNet receives notice of the outage from Customer. A service is interrupted when it becomes unusable by the Customer because of a failure of EnergyNet telecommunication facilities or equipment. An interruption begins when an inoperable service is reported to EnergyNet and ends when the service is operable under applicable Bellcore Standards. Access to EnergyNet's equipment on Customer's property may be required to restore service and Customer shall receive no interruption credit on charges for service for any delay occasioned by such lack of access. Except as otherwise provided herein, Customer shall be entitled to a credit for any interruption in service, if such interruption is not due to the act or omission of the customer or the failure of equipment of Customer or equipment of others, as follows:

Interruptions of 24 hours or less

Length of Interruption	Interruption Period Credit
Less than 2 hours	None
2 hours up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/4 day
6 hours up to, but not including 12 hours	1/2 day
12 hours up to, but not including 24 hours	One day
12 hours up to, but not including 24 hours	One day

Interruptions over 24 hours

Length of Interruption	Interruption Period Credit
Each 24 hour period	One day
A fraction of a 24-hour period	See table above

No more than 30 days credit will be allowed for any one-month period

8. **EQUIPMENT OWNERSHIP.** All equipment installed by EnergyNet remains the property of EnergyNet. The Customer is responsible for the safekeeping of all EnergyNet equipment. If any equipment is damaged, destroyed, lost or stolen while in possession of the Customer, the Customer shall be responsible for the cost to repair or replace the EnergyNet Equipment. The Customer will not, nor will Customer permit others, to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by EnergyNet, except upon EnergyNet's prior written consent. EnergyNet shall not be responsible for the installation, testing, operation, maintenance, repair and replacement of any Customer-provided equipment required for the Customer's interconnection with or use of the service(s) described in the Order Attachment. While Customer is responsible for ensuring that Customer-provided equipment is compatible with EnergyNet equipment and facilities, EnergyNet will provide Customer with any required information and reasonable technical assistance to facilitate such compatibility. The responsibility of EnergyNet shall be limited to the furnishing, operation and maintenance of facilities and equipment furnished by EnergyNet for the service(s) outlined in the Order Attachment. It is understood that EnergyNet may provide assistance beyond EnergyNet-owned facilities as a matter of customer service, but

that EnergyNet is not required to do so and assumes no responsibility for such other facilities or equipment.

9. **TRANSFER OF ACCOUNT.** Customer may not assign or otherwise transfer this Agreement without the prior written consent of EnergyNet. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Customer shall not resell, sublet or provide to others any of the services provided by EnergyNet under the Order Attachment in whole or in part.
10. **WARRANTY DISCLAIMER.** Except as expressly provided in this agreement, EnergyNet makes no warranties, expressed or implied, relating to EnergyNet services and facilities and expressly disclaims any implied warranties or warranties imposed by law, including, but not limited to warranties of merchantability and fitness for a particular purpose.
11. **LIMITATION OF DAMAGES.** Except as otherwise expressly provided for in this agreement, the remedies set forth herein shall be EnergyNet's sole obligations and customer's sole remedies for any loss or damage sustained as a result of any interruption of the services or any facilities used in providing the services, however long it shall last and regardless of the cause, unless such loss or damage is due to EnergyNet's willful acts or omissions.
12. **INDEMNIFICATION.** In no event shall either party be liable to the other or to any third parties for any indirect, special, incidental, consequential or exemplary damages relating to or arising from the provision of the services to be provided hereunder, or otherwise relating to the performance by either party of its obligations hereunder, including, without limitation, damages based on loss of revenues, profits or business opportunities, whether or not EnergyNet or customer has or should have had any knowledge, actual or constructive, that such damages might be incurred, provided, however, that the foregoing is not intended to limit any remedies expressly provided for in this agreement. Customer agrees that it will not use the services or facilities provided by EnergyNet for any unlawful or illegal purpose and agrees to indemnify and hold EnergyNet harmless from any loss or damage arising from such use.
13. **BREACH OF CONTRACT.** If Customer shall breach any material provision of this Agreement and fail to cure said breach within 10 days after receipt of notice of default for such breach, then EnergyNet, at its option, may terminate this Agreement. Such termination shall be treated as if it were a cancellation by Customer for the purpose of determining any amounts due to EnergyNet from Customer as "termination charges", as those are defined in Section 5 of this Agreement. Customer shall be responsible for and shall reimburse EnergyNet for all costs of collection and litigations, including EnergyNet's reasonable attorney fees.
14. **JURISDICTION.** This Agreement shall be interpreted, construed, and enforceable in all respects under the laws of the Commonwealth of Kentucky and may only be amended by a writing signed by the party to be charged
15. **ENERGYNET** recognizes Customer is a governmental entity. This agreement is expressly made subject to the available appropriation of funds by the Todd County Board of Education.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above. By signing, customer warrants they are at least 18 years of age and legally authorized by the business they represent to enter into this Agreement.

Customer		EnergyNet	
Name	_____	Name	_____
Title	_____	Title	_____
Signature	_____	Signature	_____
Date	_____	Date	_____

Billing Information

*Customer Name:	Todd County Board of Education
*Tax ID or SSN:	
*Service Address:	205 Airport Road
*Service City, State, Zip:	Elkton KY, 42220
*Mailing Address:	205 Airport Road
*Mailing Address:	
*Mailing City, State, Zip:	Elkton, KY 42220 ,
*Phone:	
Fax:	

* Items required

Customer Contacts:

EnergyNet Commercial Acceptable Use Policy

ENERGYNET POLICY. It is the policy of EnergyNet to provide its subscribers access to the broadest possible number of organizations connected to the Internet. This is accomplished through connectivity to one or more state, multi-state regional or national backbone networks. With the exception of information specifically authored by or on behalf of EnergyNet, EnergyNet does not develop or publish, nor does EnergyNet review, censor or edit the materials and information which are accessible through the EnergyNet service networks, or the materials and information which are accessible through the other computer networks which may be connected to the EnergyNet service networks. The persons and organizations, including EnergyNet subscribers, who publish materials and information which are accessible through the EnergyNet service networks are solely responsible for the content of such materials and information and are solely responsible to know and to comply with all laws applicable to the publication of such materials and information. EnergyNet does not accept responsibility for the content of the materials and information published by others, which are accessible through the EnergyNet service networks and does not accept responsibility for the violation of any laws resulting from such publication. EnergyNet Guidelines It is the responsibility of all EnergyNet subscribers and their constituents who have access to the EnergyNet service networks and to the networks of other providers, to comply with the EnergyNet Commercial Acceptable Use Policy and the acceptable use policies governing those networks. The following guidelines are part of the EnergyNet Commercial Acceptable Use Policy:

I. EnergyNet considers the complaints and comments from other users on the EnergyNet system, as well as those of system administrators from other Network Service Providers. Comments may be e-mailed to hesisp@hop-electric.com. We will take immediate action against any EnergyNet subscriber who abuses any of our facilities or services. Abuse of our system(s) carries a further penalty of US$1000 or US$500 per man-hour required restoring our system(s) to its previous operational order, whichever is greater. Some of the types of conduct which is inappropriate on the Internet, and thus prohibited while using your EnergyNet account, are (a non-exhaustive list):
    - Sending unwanted/unsolicited commercial e-mail ("UCE"). This activity is often called "spamming". Simply posting a clause at the end of any bulk e-mail requesting that the user respond in the event that they want to be removed from a bulk e-mail DOES NOT make your bulk e-mail solicited. Neither does any claim that the list is "targeted" to a select group of people. A thorough explanation of why this activity is a problem can be found at http://spam.abuse.net.
    - Posting "chain letters" is *illegal* under federal and state law, and they are inappropriate on paper and on the Internet. "Make money fast" or "get rich quick" messages are also inappropriate -- even if it says it's legal, it isn't, and is covered under chain letter laws.
    - E-mailing or posting messages that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.
    - Upload, post, email, otherwise transmit or post links to any Content that promotes illegal activity, including without limitation the provision of instructions for illegal activity.
    - Upload, post, email, otherwise transmit or post links to any Content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age.
    - Upload, post, email, or otherwise transmit, or post links to any Content that facilitates hacking. Gaining unauthorized access to any network, either by use of an access account that is not yours, or by engaging in otherwise illegal methods.
    - Making available copyrighted software or other Content that has had the copyright protection removed.
    - Making available serial numbers for software that can be used to illegally validate or register software.
    - Making available tools that can be used for no purpose other than for "cracking" software or other copyrighted Content.
    - Making available any software files for which the user does not own the copyright or have the legal right to make available
    - Upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the EnergyNet network.
    - Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

II. In addition to this document, the provisions of all applicable laws apply to your use of EnergyNet facilities.

III. Users that access the Internet through EnergyNet services must conform to the Commercial Acceptable Use Policies of the Network Service Providers whose networks they access.

IV. EnergyNet will review all complaints or instances of inappropriate use brought to our attention and will decide what action to take, which action may be termination of your EnergyNet account.

V. If you have any complaints about another subscriber's use of EnergyNet facilities, or if you are subjected to any inappropriate use of EnergyNet facilities, contact our office immediately. You may send e-mail to hesisp@hop-electric.com.

VI. The services provided to you by EnergyNet may only be used in accordance with applicable laws, statutes, regulations and rules and solely for lawful purposes. Transmission, promulgation, theft, procurement, communication, alteration, publication or storage of any information, protected material or property, data or any other material in violation of any national law of any sovereign nation, any International law, the United States Code, or of any state or local law, regulation or rule is strictly prohibited. This includes, but is not limited to, any material, data, matter, software/soft code, intellectual property protected by copyright, trademark, privacy or property right, personal or property right, trade secret, or any statute. Further, it is unlawful and a violation of this document to communicate, transmit, or promulgate in any manner, means or medium, any threatening, harassing, or obscene material, matter, communication of any sort, or to otherwise use EnergyNet services for any illegal of unlawful purposes.

VII. You agree that you will indemnify and hold harmless EnergyNet, its owners, officers, shareholders, agents, employees and its other subscribers from any and all claims, costs, expenses, judgments, causes of action, attorney fees, litigation and court costs, resulting from use of EnergyNet services using your identification in any manner, whether directly or indirectly or by any act of omission or commission.

VIII. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining (1) to your use of any EnergyNet service, and (2) the communications means by which you connect your terminal, personal computers or other device to EnergyNet services or to any services provided by EnergyNet.

IX. The rights herein granted cannot be transferred, shared, sold, or used by anyone other than you. Accounts that have been transferred to other parties or show other activity in violation of this paragraph are subject to immediate cancellation.

X. EnergyNet has the right to delete all e-mail, data files, or other information that is stored in your account if either you or EnergyNet terminate your EnergyNet account, for any reason.

XI. EnergyNet has the right to suspend or cancel your account at any time, for reasonable cause, without notice. "Cause" includes, but is not limited to, nonpayment for services; violation of this document; and use of your account to engage in violation of any federal, state or local law.

XII. No warranty is made by EnergyNet regarding any information, services or products provided through, in connection with, or located on the computer systems of EnergyNet or any other services provided by EnergyNet, and EnergyNet hereby expressly disclaims any and all warranties, including without limitation (i) any warranties as to the availability of EnergyNet products or services, or the accuracy of content or information, products; and (ii) any warranties of merchantability or fitness for a particular purpose.

XIII. EnergyNet shall have no liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge or damage or interference, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use of records whether for breach of contract, tortuous behavior, negligence. When awarded, damages shall be strictly limited to the amount paid by you or on your behalf to EnergyNet for the current month.

XIV. No agent, employee, or representative of EnergyNet has any authority to bind EnergyNet to any affirmation, representation, or warranty concerning the services provided by EnergyNet.

XV. It is your responsibility to censor or regulate the access to data available to your children, and it is not the responsibility of EnergyNet, its owners, or employees. You are also responsible for the activities of your children on the Internet, and may be held liable for any illegal or damaging activity conducted by them on-line.

ENFORCEMENT AND VIOLATIONS. Each EnergyNet subscriber shall be responsible to distribute, publicize and enforce the EnergyNet Commercial Acceptable Use Policy at their sites. In addition, each EnergyNet subscriber shall provide this policy to appropriate administrative authorities at all sites connected to theirs via connections not directly supported by EnergyNet. Even though EnergyNet does not review, censor or edit the materials and information which are accessible on the EnergyNet service networks or other networks which may be connected to the EnergyNet service networks, if EnergyNet becomes aware that a EnergyNet subscriber is in violation of the law or this Acceptable Use Policy, EnergyNet reserves the right to impose disciplinary action up to and including, the expulsion of the subscriber from EnergyNet, termination of EnergyNet services, and forfeiture of all dues and fees paid to date. Evidence of illegal or prohibited activities may be disclosed to law enforcement authorities. EnergyNet is not a law enforcement agency and has no duty or responsibility to enforce the law. EnergyNet shall have no liability to any subscriber or third party for failure or neglect to enforce this Acceptable Use Policy.

MODIFICATIONS TO THIS POLICY. EnergyNet reserves the right to modify this policy at any time. Members and subscribers will receive prompt notification of all modifications. Reproduction of this document for the purposes of distribution to aid compliance is permitted.

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