



AlabamaFiberNetwork.com

Sold To:	Company Name	City of Madison - Public Safety Annex	Quote #	By:	Date
	Service Address	230 Business Park Ave, Madison, AL 35758			
	Technical Contact	Chris White <chris.white@madisonal.gov>, (256) 464-8432			
	Billing Address	100 Hughes Road, Madison, AL 35758	CAI-0791	Tim Black	13-Oct-2025
	Billing Contact	ap@madisonal.gov			

Part Code		Description	QTY	Monthly	Upfront
		DIA - Dedicated Internet Access (IP-Transit)			
#1	DIA-1G	1G/1G - Dedicated Internet Access (includes 1 static IP)	1	\$ 452.25	\$ -
#2	DIA-SUBNET29	IP Address Assignment (5 Usable IP)	1	\$ 75.00	\$ -
		Additional notes and stipulations:			
		Build Completion Target: Q4 2025			
		Service Activation: At Customer's Discretion			
		Service Term: Month to Month			
		Payment Term: Net 30			
		Service Termination: 60-day Notice Required			
		IP Addresses: Upon termination of service, any leased IP addresses will be returned to AFN			

Total	\$	527.25	\$	-
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Prices are valid for 45 days from price quote date
Prices do not include taxes or transportation which will be charged as incurred F.O.B. Origin Freight Prepaid and Added
Purchase orders should be made out to: Alabama Fiber Network
Purchase order should include: Quote #: CAI-0791
Send PO to: sales@alabamafibernet.com
Prices provided pursuant to attached Terms and Conditions, and/or agreed MSA Contract

Signature Block for Order

Signature: _____
Name / Title: _____
Date: _____

The individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Fiber Utility Network, Inc. dba Alabama Fiber Network
Address: 103 Jesse Samuel Hunt Blvd, Suite 203, Prattville, AL. 36067
sales@alabamafibernetwork.com

TELECOMMUNICATIONS SERVICE AGREEMENT

(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN Alabama Fiber Network DOCUMENTS)

This Services Agreement ("Agreement") is entered into by and between Fiber Utility Network, Inc. dba Alabama Fiber Network ("Company"), and the customer identified on the reverse hereof ("Customer"). Company agrees to provide, and Customer agrees to purchase the Services described on the reverse hereof at the prices stated therein and on the term and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Company's acceptance hereof and shall be deemed dated the date accepted by Company, as indicated on the reverse hereof.

I. TERMS APPLICABLE TO ALL SERVICES.

TERM OF SERVICE. The Service shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof (the "Service Term"). Following the expiration of the Service Term, this Agreement shall automatically continue on a Month to Month basis, unless cancelled by either party giving at least sixty (60) days written notice of termination prior to the end of the Service Term or any Renewal Term. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Company shall not be liable to Customer in any way for failure to commence the Service before such date.

CHARGES AND PAYMENT. The monthly charge for each Service provided by Company during the Service Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by the Company's standard charge for the same or similar services ("Monthly Charge"). Company shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Company within thirty (30) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Company because of the Service provided by Company to Customer, shall be charged to and paid by Customer in addition to the Monthly Charge.

EQUIPMENT. Customer premise equipment leased/furnished by Company (the "Equipment") remains the property of Company. In the event Company furnished Equipment cannot be recovered from Customer's site, then Customer will pay the Company its cost of purchasing the Equipment.

COMPLIANCE WITH LAWS; PAYMENT OF TAXES. Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Company in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement; (b) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of this Agreement immediately due and payable; and/or (c) exercise any other right or remedy which may be available to it under applicable law. Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from Customer's default and/or the exercise of Company's remedies. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages and costs, including attorneys' fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient additional security to Company.

SITE REVIEW. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by the parties.

LAWFUL, NON FRAUDULENT USE OF SERVICE. You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that: (a) interferes with our ability to provide Service to you or other customers; or (b) avoids your obligation to pay for Services. If Company has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Company from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that you are using the Service from outside the United States, Company reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

PROHIBITED USES OF THE SERVICE. You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Company. In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Company determines, in its sole discretion, that you are reselling or transferring the Service, then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Company's sole judgment the transmission, receipt or possession of such communication or material (a) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law, or (b) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Company reserves the right to terminate your Service immediately and without advance notice if Company, in its sole discretion, believes you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and you agree to hold Company harmless from and against any and all liability associated with such use.

NETWORK MANAGEMENT. Company uses reasonable network management practices to protect the network from harmful elements such as viruses, malicious internet traffic and spam, to ensure Customer compliance with this Agreement, and to avoid network congestion in order for Company to provide the best possible service for the most customers. We may, among other things and without advance notice, prioritize the usage of those a small percentage of customers who use the highest amount of data below that of other customers during "peak times" or locations experiencing network congestion. Company's network management practices change frequently due to the evolving nature of Internet.

TAMPERING WITH SERVICE OR EQUIPMENT. Equipment purchased/leased from Company will be configured for your exclusive use of the Service purchased on the connection designated by Company. Unless expressly authorized by Company you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial

number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

CANCELLATION OF SERVICE. Company reserves the right to discontinue Service immediately and without advance notice if Company deems such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (a) you refuse to furnish information or furnish false information that is essential for billing, or pertains for your creditworthiness or your use of the Service; (b) you indicate that you will not comply with a request for security for the payment of Services; (c) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (d) you have been given notice by Company of any past due amount and such amount remains unpaid, in whole or in part; (e) you refuse to pay when billed for Service; (f) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with, or making connections to Service in an unauthorized manner, or using fraudulent means or devices; or (g) you act in a manner that is threatening, obscene, or harassing to Company personnel. The discontinuance of Service by Company does not relieve you of any obligation to pay Company for charges due and owing for Services furnished up to the time of cancellation.

Damage Limitations. Except for indemnity obligations arising under Section 4.4, confidentiality obligations arising under Section 5.1, or payment obligations arising under this Agreement: (i) each Party's total liability for any and all causes and claims whether based in contract, warranty, tort or otherwise shall be limited to the actual direct damages sustained by the Damaged Party under this Agreement, but in no event greater than an amount equivalent to the total MRC payable by Customer over the preceding twelve months for the Access or Service affected or if the claim arises prior to the Activation Date, an amount equivalent to the total MRC payable by Customer for the first twelve months of the Order Term, and (ii) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF DATA, ANTICIPATED SAVINGS OR COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT. Notwithstanding anything to the contrary, Customer's sole and exclusive remedy for any non-performance, defect or failure to deliver the Access or Service are the performance credits and/or other remedies expressly stated in the relevant Service Attachment.

Limited Warranty. Alabama Fiber Network represents and warrants to Customer that Alabama Fiber Network has the right to furnish the Services to Customer as provided hereunder. ALABAMA FIBER NETWORK MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

No Liability for Certain Actions. Alabama Fiber Network exercises no control over and is not responsible for the content of any information transmitted or received through the use of the Access or the Services. Other than as expressly stated in the Agreement, Customer shall be solely responsible for all of the security and confidentiality of information it transmits using the Access or Service.

Indemnification. Each Party (an "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents, contractors, successors and assigns ("Indemnified Party") harmless from and against all losses, damages, costs, expenses and liabilities (including reasonable attorney's fees and expenses) incurred by such Indemnified Party arising from any third party claims relating to: (i) any physical damage to tangible property, or personal injury or death caused by the gross negligence or willful misconduct of the Indemnifying Party, or (ii) infringement or misappropriation of such third party's intellectual property right caused by the Indemnifying Party, provided, however, that Alabama Fiber Network is not obligated to indemnify Customer, and Customer shall defend and indemnify Alabama Fiber Network as an Indemnified Party, for any claims or actions commenced by any third party, including end users, arising from or in connection with goods or services provided by Customer that incorporate any of the Access or Services.

Company's aggregate liability for: (i) any failure or mistake, (ii) any claim with respect to Company's performance or nonperformance hereunder, or (iii) any act or omission of Company hereunder, shall in no event exceed the charges for the Service for the affected time period.

NO WARRANTIES ON SERVICE. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

ASSIGNMENT. This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the written consent of Company to such assignment. Any such transfer without the consent of Company is void.

Governing Law; Venue; Prevailing Party. The Agreement, and all claims and disputes arising under the Agreement, shall be governed by and construed solely in accordance with the laws of Alabama, without giving effect to any conflict of law principles. The Parties agree that any dispute, claim, or action relating to or arising from the Agreement or an order shall be brought only in the state or federal courts sitting in and for the County of Autauga, Alabama. The United Nations Convention on Contracts for the International Sale of Goods does not apply. If suit is brought or an attorney is retained by either Party to enforce the terms of the Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and related expenses incurred in connection therewith.

Waiver. The failure of either party to give notice of Default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

Force Majeure. Neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure or hindrance of performance hereunder due to causes beyond its reasonable control (a "Force Majeure Event"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the event and of the termination of such event.

Material Change in Law. If the Federal Communications Commission, a state Public Utility or Service Commission, a court of competent jurisdiction or other governmental entity issues a rule, regulation, law, order or decision that has the effect of canceling, changing or superseding any material term or provision of this Agreement (collectively, "Regulatory Requirement"), then this Agreement will be deemed modified in such a way as the parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement. If the parties cannot agree to modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then either party may terminate this Agreement and/or any Service Order impacted by the Regulatory Requirement effective as of the date of notice by providing written notice to the other party.

Entire Agreement; Amendment. The Agreement constitutes the entire and final agreement and understanding between the Parties, expressed or implied, with respect to the Access and Services ordered after the Effective Date and supersedes all other prior or contemporaneous representations, understandings or agreements. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by the Parties. If any provision of the Agreement shall be held to be invalid or unenforceable, the remaining provisions of the Agreement shall be unimpaired and shall remain in effect and be binding upon the Parties. No course of dealing and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

Service terms are offered uniformly to all eligible parties. Limits to middle mile services and dark fiber leases include: Alabama Fiber Network (AFN) is not obligated to lease dark fiber on portions of the project AFN has itself leased; no less than 33% but no more than 50% of constructed strands funded by grant 1MIDDLEMILE22 01 will be made available for dark fiber leasing; and AFN will not lease to any individual entity more than 24 strands of fiber on any portion of the new construction of grant 1MIDDLEMILE22 01.