



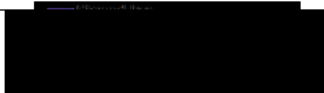
**Commercial Services Agreement**


<b>ULTATEL Info</b>		<b>ULTATEL Address</b>
Phone Number	1-800-930-9912	13873 Park Center Rd, Suite 450
Fax Number	1-703-842-8452	Herndon, VA 20171

Customer Information		Authorized Customer Representative Information	
Legal Company Name	Oelwein City Hall	Full Name	Dylan Mulfinger
Street Address	20 2nd Ave SW	Phone Number	(319) 283-4311
City/State/Zip	Oelwein, IA, 50662	Fax	
		Email	dmulfinger@cityfoelwein.org
Billing Information			
Billing Address	20 2nd Ave SW	Billing Email	dmulfinger@cityfoelwein.org
City/State/Zip	Oelwein, IA, 50662	Term	48 Months

**Special Instructions:**

By signing this agreement, you represent that you are the authorized customer representative and the information above is true and correct. This agreement binds customer to the terms and conditions attached to this agreement and any other terms and conditions applicable to the services identified in the service quote attached to this agreement, including without limitation, the ULTATEL tariffs, service guides, state and federal regulations, and the ULTATEL Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP <https://www.ultatel.com/aup/> by signing this agreement. This agreement is subject to credit approval and customer authorizes ULTATEL to check credit. This proposal is valid provided customer signs and delivers this agreement and a signed copy of the quote to ULTATEL unchanged within thirty (30) days from the date above. ULTATEL may withdraw this proposal at any time prior to customer's signature. If, within thirty (30) days after customer's signature below, ULTATEL determines that customer's location is not serviceable under ULTATEL's normal installation guidelines, ULTATEL may terminate this agreement without liability. If customer terminates or decreases any service that is part of a bundle offering, the remaining services shall be subject to price increases for the remaining term. Both parties agree that each party may use electronic signatures to sign this agreement. Unless otherwise agreed to by the parties in a written amendment to this agreement, customer shall satisfy the MRC set forth per signed quote for the duration of the term. ULTATEL may charge customer a termination fee equal to the amount of the MRC reduction resulting from a partial termination of a service multiplied by the number of months remaining in the term. I acknowledge that I have read and understand the 911 disclosures in section 2 of the service terms.

Signature:	
Name:	Dylan Mulfinger
Title:	City Administrator
Date:	4/24/2026

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The terms and conditions set forth on the cover page and below (the "Service Terms" will govern customer's use of the services identified on the attached cover page, or if in the ULTATEL business e-commerce environment, as selected above (the "Cover Page") (each a "Service").

1. **Tariffs/Service Guide** If customer is purchasing any services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then customer's use of such regulated services is subject to the regulations of the FCC and the regulatory body of the state in which the customer location receiving these regulated services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. For states where the regulated services are de-tariffed, regulated services are provided pursuant to the rates, terms and conditions for the ULTATEL Service Guide for that state (the "SG"), which may be found at <https://www.ultatel.com/legal-terms-of-use/> and which such terms are incorporated herein by reference. ULTATEL may amend such tariffs (and if applicable, the SG) and the regulated services shall be subject to such tariffs (or if applicable, the SG), as amended. Customer must disclose to ULTATEL if customer intends to use the regulated services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a regulated service prior to the term selected on the cover page. Termination fees included, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of customer, and the monthly recurring charges for the balance of the term.
2. **E911 Services** Please review the following website for more important information about ULTATEL's 911 PRACTICES: <http://ultatel.com/Home/e911>, in addition customer is responsible for battery backup for the IAD, IP phones, ATA and all customer equipment. In the event of a power outage, customer's telephone service using an IAD, ATA, and IP phones will depend on customer's battery backup choice. If the EMTA, ATA, IP phones or IAD that supplies your telephone service is disconnected or removed and/or the battery is not charged or is damaged, service, including access to 911 or E911, will not be available. ULTATEL shall not be responsible or liable for any failure to receive service or for the failure of any 911 OR E911 call if customer removes or disconnects the ATA, IP phones or IAD or if customer fails to charge the battery for said devices at any time during the term of this agreement. ULTATEL uses your telephone service address to identify your location for E911 service. If the ATA, IP phones and/or IAD installed in your business is moved, the E911 dispatch may not receive your correct address. Please notify ULTATEL if you would like to move or relocate your telephone service. It can take up to 2 business days for your new address to be updated.
3. **Service Start Date and Term** This agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of service and shall continue for 36 months or as the applicable term commitment set forth on the Cover Page; provided that if customer delays installation or is not ready to receive services on the agreed-upon installation date, ULTATEL may begin billing for services on the date Services would have been installed. ULTATEL shall use reasonable efforts to make the Services available by the requested service date. ULTATEL shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If customer delays installation for a period of three (3) months or longer after the parties' execution of this agreement, ULTATEL reserves the right to terminate this agreement immediately at any time thereafter and customer shall be responsible for the full amount of construction costs and any other related costs incurred by ULTATEL as of the date of termination. unless additional written terms and conditions are set forth on cover page. Each term shall automatically renew for subsequent periods of the same length as the initial term unless either party gives the other written notice of termination at least 60 days prior to expiration of the current term. ULTATEL reserves the right to increase rates for all services by no more than ten percent (10%) during any extended term by providing customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to services for which rates, terms and conditions are governed by a ULTATEL tariff. Upon notice to customer, ULTATEL may change the rates for services periodically during the term.
4. **Termination** Customer may terminate any service before the end of the term selected by customer on the cover page; provided, if customer terminates any such service before the end of the term (except for breach by ULTATEL). Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Terms of the agreement. This provision survives termination of the agreement. If ULTATEL is delivering services via wireless network facilities and there is signal interference with any such service. ULTATEL may terminate this Agreement without liability if ULTATEL cannot resolve the interference by using commercially reasonable efforts. ULTATEL shall incorporate a "business downsizing" provision for end user-oriented services (e.g., work stations/endpoints, end user subscriptions/licenses). Customer may downsize the quantity of such services when expected and or unexpected reduction occurs in the customer's business without penalty. If customer terminates the agreement, the customer will pay to ULTATEL an Early Termination Fee (ETF). The (MRC ETF fee) will be the monthly recurring charges at the time of termination multiplied by the number of months remaining in the applicable term after the termination month.
5. **Payment** Customer shall pay for all monthly service charges, plus a one time set-up, installation if necessary unless stated otherwise herein, monthly charges for services shall begin upon installation of service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Terms of the invoice date are net 21 days. Customer acknowledges and agrees that if customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from ULTATEL, customer will be deemed to have terminated this agreement and will be obligated to pay the termination fee described in Section 4, above. If applicable to the service, customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and federal taxes or charges, and deposits, imposed on the use of the services. Taxes will be separately stated on customer's invoice. No interest will be paid on deposits unless required by law.
6. **Service and Installation** ULTATEL shall provide customer with the services identified on the cover page or quote page and may provide related facilities and equipment, the ownership of which shall be retained by ULTATEL (the "ULTATEL Equipment"), or for certain services, customer, may purchase equipment from ULTATEL ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by ULTATEL (the "ULTATEL Equipment"). Customer may use the services for any lawful purpose, provided that such purpose (a) does not interfere or impair the ULTATEL network or ULTATEL equipment and (b) complies with the AUP. Customer shall use the ULTATEL equipment only for the purpose of receiving the services. Customer shall use customer purchased equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, ULTATEL shall use commercially reasonable efforts to maintain the services in accordance with applicable performance standards.
7. **Limitation of Liability** ULTATEL and/or its agents shall not be liable for damages for failure to finish or interruption of any services, nor shall ULTATEL or its agents be responsible for failure or errors caused by the service, ULTATEL shall not be liable for damage to property or for injury to any person arising from the installation or removal of equipment unless caused by the negligence of ULTATEL. Under no circumstances will ULTATEL be liable for any indirect, incidental, special, or consequential damages, including lost profits, arising from this agreement or its provision of the service.
8. **Warranties** Except as provided herein, there are no other agreements, warranties, or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose, relating to the service. Service provided is a best-efforts service and ULTATEL does not warrant that the service, and or software shall be error-free or without interruption. Internet speeds at the customer location may vary and hence affects the performance of ULTATEL service. Internet service at a customer location is a responsibility of the customer in which customer needs to make sure it's working in order for ULTATEL service to work properly.
9. **ULTATEL** warrants, undertakes and represents on an on-going basis that: it has, and shall continue to have, full capacity and authority to enter into and perform its obligations under this Agreement ;there are no actions, suits or proceedings or regulatory investigation commenced, pending or, to the Supplier's knowledge, threatened against or affecting the Supplier before any court or administrative body or arbitration tribunal that might affect the ability of the Supplier to perform its obligations under this Agreement ; it is not a party to any contracts or arrangements with third parties that would prevent or hinder the performance of its obligations under this Agreement ; it has and shall continue to hold all necessary approvals, licenses, permissions and consents that are necessary in connection with the performance of its obligations under this Agreement ; the use of the Services and / or the Deliverables in accordance with this Agreement will not infringe the intellectual property rights of any third party; it is and will remain in compliance with all applicable laws and codes of practice; the Service have been assembled and compiled, and will be provided hereunder, in accordance with all Applicable Laws, rules and regulations and generally accepted industry practices; the Customer Data the Supplier receives or has access to hereunder shall be used, stored, maintained, protected, transferred and discarded via adequate security protections, procedures and protocols as set forth in this Agreement
10. \*Price does not include state, federal taxes and fees.

## Pricing

Client	Quote date	Sales agent	Contract term
Oelwein Police Department	4/16/2026 4:59:27 PM	Owen Hanson	48-Months

### Monthly Recurring Charges – 48-Months

Description	Quantity	Price	Total
Ultatel Premium w/Teams	31	\$ 24.00	\$ 744.00
Business Extension Extra	19	\$ 6.99	\$ 132.81
ULTATEL FAX Unlimited	2	\$ 14.99	\$ 29.98
Cloud PBX	Included	\$ 0.00	\$ 0.00
Unlimited Calling for US & Canada	Included	\$ 0.00	\$ 0.00
Unlimited Inbound Internet Faxing	Included	\$ 0.00	\$ 0.00
MS Teams/Ultatel Hub Softphone & Mobile App	Included	\$ 0.00	\$ 0.00
Unlimited Auto Attendants & Multi-Level IVR	Included	\$ 0.00	\$ 0.00
Voicemail to Email & Voicemail Transcription	Included	\$ 0.00	\$ 0.00
Voicemail Notification & Voicemail Drop	Included	\$ 0.00	\$ 0.00
Call Forwarding, Caller ID, Call Waiting	Included	\$ 0.00	\$ 0.00
Voice, SMS & Fax on same phone number	Included	\$ 0.00	\$ 0.00
Advanced Call Analytics & Reporting	Included	\$ 0.00	\$ 0.00
Call Queuing & Queue Callback	Included	\$ 0.00	\$ 0.00
Call Recording, Monitoring & Whispering	Included	\$ 0.00	\$ 0.00
All Calls Transcribed by AI	Included	\$ 0.00	\$ 0.00
Detailed Sentimental Analysis	Included	\$ 0.00	\$ 0.00
All Call Summaries	Included	\$ 0.00	\$ 0.00
CRM Integration & Single Sign-on (SSO)	Included	\$ 0.00	\$ 0.00
Automated Reports	Included	\$ 0.00	\$ 0.00
Web Management Portal	Included	\$ 0.00	\$ 0.00
24/7/365 Live Customer Support	Included	\$ 0.00	\$ 0.00
PROMO CODE: <b>(NPO-25)</b>			\$ -226.69
<b>Total Monthly Recurring Charges</b>			<b>\$ 680.10</b>

### Phones/Equipment Purchase

Description	Quantity	Price	Total
Yealink MP45 E2 Teams	42	\$ 84.50	\$ 3,549.00
Yealink MP56 E2 Teams	7	\$ 290.00	\$ 2,030.00
Yealink EXP50	7	\$ 120.00	\$ 840.00
PROMO CODE: <b>(NPO-2560)</b>			\$ -3,360.00
<b>Total One-time Phones/Equipment Purchase Amount</b>			<b>\$ 3,059.00</b>

## One Time Charges

Description	Quantity	Price	Total
Installation/Activation Fee	1	\$ 2,500.00	\$ 2,500.00
Installation/Activation Fee – Credit	1	\$ -2,500.00	\$ -2,500.00
<b>One Time Charges</b>			<b>\$ 0.00</b>

\*Prices do not include any applicable state and federal taxes and fees.

\*\* Microsoft Teams Phone Standard or E5/A5/G5 License is required for Microsoft Teams phone integration.