

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated \_\_\_\_\_, 2026 (the "Effective Date") and is between Hawkeye Interconnect Company, an Iowa corporation ("Provider"), and the City of Oelwein, Iowa, an Iowa municipal corporation ("Customer"). Service Provider and Customer are each a "Party," and together, the "Parties."

### 1. Services; Orders; Scope

1.1 Services. Service Provider will provide dedicated, direct internet access services to Customer, consisting of a fixed-capacity, business-grade internet connection delivered to one or more Customer service locations, together with standard network monitoring, troubleshooting, and support (collectively "Services") as described in this Agreement and the order form (the "Order") attached as Attachment 1. The Services include the provision of a demarcation point at the Customer premises and the delivery of internet bandwidth at the committed rate specified in the Order.

1.2 Service Specifications. The Order specifies, at minimum, the service address, bandwidth, term, monthly recurring charges, one-time charges (if any), and requested service activation date. In the event of a conflict between an Order and this Agreement, the Order will control solely with respect to the conflicting commercial details for that Order; otherwise, this Agreement controls.

1.3 Customer Premises Equipment. Unless otherwise stated in an Order, Customer is responsible for providing, configuring, and maintaining all customer premises equipment beyond the demarcation point, including internal cabling, routers, firewalls, and switches. If Service Provider furnishes equipment, such equipment remains Service Provider's personal property; Customer will use reasonable care to protect it, will not move or modify it, and will return it upon expiration or termination as directed by Service Provider, ordinary wear and tear excepted.

### 2. Service Activation; Access; Customer Responsibilities

2.1 Activation and Testing. Following completion of any necessary installation and provisioning, Service Provider will notify Customer of successful testing and service activation. Customer will cooperate in good faith with reasonable testing and acceptance procedures and will promptly report any defects or issues.

2.2 Site Access. Customer will provide Service Provider and its agents with reasonable access to the service locations during normal business hours and at other times as mutually agreed, as needed to install, activate, maintain, repair, or remove Service Provider equipment. Customer represents that it has the right to grant such access.

2.3 Acceptable Use; Compliance. Customer will use the Services in accordance with applicable law and industry-standard acceptable use norms, including refraining from: unlawful activities; network abuse; sending spam; infringing intellectual property; introducing malware; or interfering with Service Provider's network or other customers. Services are subject to Service Provider's Acceptable Use Policy, Network Management Policy, and terms of service, as applicable to the Services. Service Provider may suspend Services where necessary to address security threats, legal violations, or material harm, following prompt notice to Customer where commercially feasible.

### 3. Service Levels; Maintenance; Credits

3.1 Availability. Service Provider will use commercially reasonable efforts to provide monthly service availability consistent with industry-standard benchmarks, measured on a calendar-month basis, excluding: scheduled maintenance; emergency maintenance; outages caused by Customer

equipment, facilities, or acts or omissions; failures caused by third-party applications or access beyond Service Provider's network; force majeure; and outages caused by a carrier or access provider not under Service Provider's control.

3.2 Latency and Packet Loss. For Services delivered over Service Provider's backbone, Service Provider targets average round-trip latency not to exceed industry-standard benchmarks for comparable regional networks and targets average packet loss not to exceed 1% within Service Provider's network, in each case measured monthly and excluding the exceptions noted in Section 3.1.

3.3 Scheduled Maintenance; Emergency Work. Service Provider may conduct scheduled maintenance with at least three (3) days' advance notice to Customer via email or phone call, and will use commercially reasonable efforts to perform such maintenance during off-peak windows. Service Provider may perform emergency maintenance as needed for network integrity or security, with notice to Customer as soon as practicable.

#### **4. Fees; Billing; Taxes**

4.1 Charges. Customer will pay the monthly recurring charges, nonrecurring charges, and any other fees set forth in each Order. Charges commence upon service activation (or, if Customer delays activation by more than ten (10) days after Service Provider's notice of readiness, on the earlier of actual activation or the eleventh (11th) day following such notice). If Customer elects to prepay for Services, such prepaid amounts are not subject to refund.

4.2 Billing; Payment Terms. Except as otherwise stated in an Order, Service Provider will invoice monthly in advance for recurring charges and in arrears for usage-based or time and materials charges. Unless otherwise stated in an Order, amounts are due within thirty (30) days of invoice date. Past due amounts may accrue late charges at the lesser of 1.5% per month or the maximum rate permitted by applicable law.

4.3 Disputed Amounts. Customer may withhold payment of a good faith disputed portion of an invoice by providing written notice describing the dispute in reasonable detail within fifteen (15) days of invoice date; undisputed amounts are due as stated. The Parties will work in good faith to resolve disputes promptly. Any resolved amounts are due within ten (10) days of resolution.

4.4 Taxes and Surcharges. Charges are exclusive of sales, use, excise, telecommunications, utility, or similar taxes and governmentally imposed fees or surcharges. Customer is responsible for all such amounts, excluding taxes based on Service Provider's net income. Customer will provide tax exemption certificates where applicable.

#### **5. Term; Renewal; Termination; Suspension**

5.1 Term. The initial term for each Order will be as stated in the Order, commencing on the service activation date (the "Order Term"). Unless otherwise specified, each Order will automatically renew for successive one (1) year periods unless either Party provides at least sixty (60) days' written notice of non-renewal prior to the end of the then-current term.

5.2 Termination for Convenience. Either Party may terminate this Agreement or any Order for convenience upon ninety (90) days' prior written notice; provided, however, that if Customer terminates for convenience during an Order Term, Customer will pay any applicable early termination charges specified in the Order (which may include, without limitation, the unpaid balance of monthly recurring charges for the remainder of the Order Term and any installation cost recovery amounts, reduced to present value at a reasonable discount rate).

5.3 Termination for Cause. Either Party may terminate this Agreement or any affected Order upon thirty (30) days' written notice if the other Party materially breaches and fails to cure within such period. Either Party may terminate immediately upon written notice if the other Party becomes insolvent, makes an assignment for the benefit of creditors, or is the subject of a petition in bankruptcy not dismissed within sixty (60) days.

5.4 Suspension. Service Provider may suspend Services immediately upon written notice for: non-payment more than fifteen (15) days past due; use in violation of law or this Agreement causing material harm; or network security threats. Service Provider will reinstate Services promptly upon cure.

## **6. Confidentiality; Data; Security**

6.1 Confidential Information. Non-public information disclosed by one Party to the other that is marked or otherwise reasonably understood to be confidential is "Confidential Information." Each Party will use Confidential Information solely for performance under this Agreement, will protect it using at least the same degree of care it uses to protect its own confidential information, and will not disclose it except to its personnel, affiliates, contractors, and professional advisors with a need to know and subject to confidentiality obligations. The foregoing does not apply to information that is or becomes publicly available through no breach, is independently developed without use of the other Party's Confidential Information, or is rightfully received from a third party without restriction. If compelled by law to disclose, the receiving Party will provide prompt notice and cooperate to seek protective treatment where legally permissible.

6.2 Data and Security. Service Provider does not require access to Customer's end-user personal data to deliver the Services beyond network telemetry and diagnostics generated by or necessary to the operation of the Services. Each Party will implement commercially reasonable administrative, physical, and technical safeguards appropriate to its obligations under this Agreement. Customer remains responsible for its own network security, including security of devices and applications beyond the demarcation point.

## **7. Warranties; Disclaimers**

7.1 Mutual. Each Party represents that it is duly organized, validly existing, and has the authority to enter into and perform this Agreement.

7.2 Service Warranty. Service Provider will perform the Services in a professional and workmanlike manner consistent with industry standards.

7.3 Disclaimers. Except as expressly stated in this Agreement, the Services are provided "as is" and "as available," and Service Provider disclaims all other warranties, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **8. Indemnification**

8.1 By Service Provider. Service Provider will defend and indemnify Customer against third-party claims to the extent arising from bodily injury, death, or tangible property damage caused by Service Provider's negligence or willful misconduct in connection with the Services, or Service Provider's infringement of a third party's U.S. intellectual property rights by the Services as delivered by Service Provider, excluding claims arising from Customer-provided equipment, instructions, or modifications.

8.2 By Customer. Customer will defend and indemnify Service Provider against third-party claims to the extent arising from Customer's use of the Services in violation of law or this Agreement, or

from bodily injury, death, or tangible property damage caused by Customer's negligence or willful misconduct.

8.3 Procedures. The indemnified Party will provide prompt written notice, reasonable cooperation, and sole control of the defense and settlement to the indemnifying Party; provided that the indemnifying Party will not settle any claim imposing non-monetary obligations on the indemnified Party without its prior written consent, not to be unreasonably withheld.

## **9. Liability**

9.1 Limitation. To the fullest extent permitted by law, neither Party will be liable to the other for any indirect, incidental, special, punitive, exemplary, or consequential damages, or for loss of profits, revenue, data, or business, in each case arising out of or related to this Agreement, even if advised of the possibility of such damages.

9.2 Cap. Except for (a) Customer's payment obligations; (b) a Party's breach of its confidentiality obligations; and (c) a Party's indemnification obligations, each Party's aggregate liability arising out of or related to this Agreement will not exceed the total amounts paid or payable by Customer to Service Provider for the Services giving rise to the claim, prorated for the period that is twelve (12) months preceding the event giving rise to the claim.

## **10. Insurance**

Service Provider will maintain commercially reasonable insurance coverage customary for providers of business internet services, which may include commercial general liability, workers' compensation, and automobile liability. Customer will maintain insurance customary for municipal operations covering its premises and equipment.

## **11. Sovereign Immunity**

The Parties acknowledge that Customer is a municipal corporation and does not waive any immunity, defenses, or limitations of liability available to it under applicable law, including the Iowa Municipal Tort Claims Act or any successor law. Any provision of this Agreement will be limited to the extent necessary to comply with such laws.

## **12. Force Majeure**

Neither Party will be liable for delay or failure to perform due to causes beyond its reasonable control, including acts of God, natural disasters, labor disputes, governmental actions, utility or power failures, or carrier failures outside its control. The affected Party will use commercially reasonable efforts to mitigate and resume performance. If a force majeure event continues for more than thirty (30) days and materially prevents performance, either Party may terminate the affected Order upon written notice.

## **13. Assignment; Subcontracting**

Neither Party may assign this Agreement or the Order without the other Party's prior written consent, not to be unreasonably withheld, except that either Party may assign to an affiliate or in connection with a merger, reorganization, or sale of substantially all assets with written notice. Service Provider may subcontract portions of the Services, remaining responsible for performance.

## **14. Governing Law; Venue**

This Agreement is governed by the laws of the State of Iowa, without regard to its conflicts of law rules. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Iowa for disputes arising out of or related to this Agreement.

**15. Miscellaneous**

16.1 Independent Contractors. The Parties are independent contractors. This Agreement does not create a partnership, joint venture, fiduciary, or agency relationship.

16.2 Entire Agreement; Order of Precedence. This Agreement, together with the Order, constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior or contemporaneous agreements and understandings on that subject.

16.3 Amendments; Waivers. Any amendment or waiver must be in a signed writing by authorized representatives of both Parties. No waiver will be implied from a failure to exercise a right or a delay in exercising it.


16.4 Severability. If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

16.5 Counterparts; Electronic Signatures. This Agreement and any Order may be executed or acknowledge in counterparts and by electronic signature, each of which will be deemed an original and all of which together constitute one instrument.

The Parties, intending to be legally bound, are signing this Agreement, effective as of the Effective Date first set forth above.

Service Provider:

**Hawkeye Interconnect Company**

By:  \_\_\_\_\_  
Name: David Byers  
Title: General Manager

Customer:

**City of Oelwein**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachment 1

**Service Order**

<u>Service Address</u>	<u>Bandwidth</u>	<u>Term</u>	<u>Activation Date</u>
Oelwein Police Department	1G/1G DIA	10 years	Asap
Oelwein City Hall	1G/1G DIA	10 years	Asap

Other Services

Static IP for Customer use at Oelwein Police Department

Static IP for Customer use at Oelwein City Hall

Service Charges

Upfront non-recurring charge: \$26,000 upfront, payable on signing of Agreement

Monthly recurring charges: Waived for 10-year fixed term. No MRCs will be invoiced during Order Term for Services identified above.

Upfront payment is non-refundable and is not subject to mark-to-market if Service Provider's standard rates are changed during the Order Term.

Order Term

10-year fixed term. No automatic renewal.

**Approved:**

Initial (Service Provider) DB

Initial (Customer) \_\_\_\_\_