

Date: 9/9/2025

Business Agreement

If Agreement is not executed, pricing will expire on: 10/27/2025
Paperwork Prepared By: Cindy L Grimes

Customer Name	FRANKLIN COMMUNITY HIGH SCHOOL	Subscriber ID	1308258
Physical Address	2600 CUMBERLAND DR FRANKLIN, IN 46131	Billing Address	FRANKLIN COMMUNITY HIGH SCHOOL 2600 CUMBERLAND DR FRANKLIN, IN 46131
Primary Contact: Matt Sprout		Contact to Receive Metronet Text Alerts:	
Primary Contact Number: 317 721 9710		Contact Phone Number:	
Primary Contact Email: sproutm@franklinschools.org		Contact Email Address:	
Referring Customer:		Referring Customer Subscriber ID:	
Referring Partner:			

Service Agreement Term: 36 month(s)

Internet

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	Monthly Total	One Time Total
1	Business Fiber Premium 500Mb/500Mb	Business Fiber Premium providing Internet access at 500Mb download and 500Mb upload speeds.	\$450.00	\$450.00	\$0.00
1	-- Premium SLA	Availability guarantee 99.99%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00

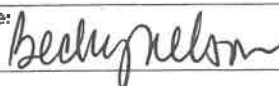
Internet - Static IP

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	Monthly Total	One Time Total
1	Static IP: 1 - Included	1 static IP included with Business Fiber Internet	Included	\$0.00	\$0.00

Monthly Net Total: \$450.00

Terms & Conditions

By signing this Business Agreement, Customer ("you") acknowledges that Customer has had an opportunity to read and review the terms and conditions of this Business Agreement, and all Metronet terms and conditions applicable to the services that are referenced herein, including our Business Terms and Conditions, our tariff, our Acceptable Use and Privacy Policy ("AUPP"), our Additional Terms of Service Addendum ("Business"), our Managed Wi-Fi Terms of Service, any Statement of Work ("SOW"), Letters of Authorization, and any other terms and conditions that govern the services specifically included in this Business Agreement (all such documents relating to Customer's Services are collectively the "Agreement"). Customer agrees to abide by the Agreement's terms and conditions as amended or updated from time to time. The Agreement can be found at www.metronet.com/terms-conditions and constitutes the entire agreement between Customer and Metronet with respect to the Services.

Signature:	
Title:	Board of School Trustees President
Date:	October 20, 2025

STATEMENT OF WORK

Customer Name	FRANKLIN COMMUNITY HIGH SCHOOL
Subscriber ID	
Physical Address	2600 CUMBERLAND DR, FRANKLIN, IN 46131

Explanation Of Work To Be Done

Note: If you are submitting an order for Symmetrical Internet Circuits, HPBX, WAN, Wi-Fi etc., it's critical to follow the process for **Complex Orders** and first engage Sales Engineering.

Install 500Mb/500Mb Premium Internet with 1 Static IP Address for eSports at Franklin Comm High School.

Day of Service Installation

MetroNet will assign an installation date for your Fiber Services. On the Installation Date you will experience service down time due to factors outside of our control. In some cases, this may mean you may not have phone or computer service for several hours. Such downtime is unavoidable, but we will use commercially reasonable efforts to minimize the inconvenience to you.

DMARC (ONT)

When an ONT/fiber drop is installed MetroNet is responsible for service up to the DMARC (ONT). Anything beyond the DMARC is the customer's internal network and the **business owner's financial responsibility** to contact an IT vendor for support and/or repairs.

Customer Phone Vendor / Cut Sheet

Phone Vendor Name: Self

Customer designates the above mentioned Phone Vendor to be responsible for maintaining the internal phone systems on behalf of Customer. Phone Vendor will be responsible for locating all lines prior to the Installation Date provided by MetroNet and will be responsible for connecting Customer's internal phone system to MetroNet's demarcation point. Phone Vendor must be present on the Installation Date at the designated time. **Customer will be responsible for scheduling the Phone Vendor on the Installation Date and shall pay all expenses associated with the Phone Vendor.** MetroNet will provide Customer with a document detailing the lines/circuits to be installed for the benefit of the Phone Vendor ("Cut Sheet")

Compliance with Law and Regulations; Usage Policies and Prohibitions

By using any Service, you agree to comply with all applicable laws and regulations, including but not limited to any law or regulation related to call recording or monitoring. Our unlimited long distance plan and other plans where you receive a number of long distance minutes without charge are limited to calls within the 50 United States, Canada and US Territories. Toll-free, trunking, dialing outside of the 50 United States; Canada and US Territories, and call center usages are not included in unlimited or free minutes. In addition to any restrictions of use set forth in our AUPP, you may not use the phone service for any of the following: (i) autodialing, mass communications, spamming, or continuous or excessive calling/texting or call forwarding; (ii) fax broadcast or fax blasting; (iii) telemarketing or solicitations including, without limitation, polling, political solicitation, or charitable solicitation; (iv) unlawful activities, including, but not limited to, unlawful robocalls and/or robotexts; (v) abusive conduct including, without limitation, threatening, harassing or fraudulent behavior; (vi) any purpose that threatens the safety, security or use of our network or our business including, but not limited to, excessive usage, or (vii) uses without live dialog, such as transcription services, intercom or monitoring services. You may not resell our phone service or equipment. If, in our sole discretion, you are placing an abnormally high number of calls, repeatedly placing calls of unusually long duration, placing calls that are harmful or disruptive to our network or our supplier's network or service levels, or using in a prohibited manner any of our phone service features or packages, we reserve the right at our discretion, without advance notice, to charge you for your prior usage conducted in a prohibited manner and/or immediately to suspend, terminate, restrict or non renew your phone service or require you to subscribe to a different phone service package (such as a metered package) as a requirement of continuing your phone service with us. You agree any applicable long distance rates will be calculated based upon the telephone numbers of the calling and called parties and not necessarily the current physical locations of the calling and called parties.

Changes

Customer understand that any changes made to the SOW or Fiber Services, including but not limited to database information, after execution of this SOW may result in the assignment of a new Installation Date by MetroNet or otherwise delay the provisioning of the Fiber Services to you.

This SOW is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement.

Name: Becky Nelson

Signature: 

Date	9/9/2025
Sales Associate	Cindy L. Grimes
Customer	FRANKLIN COMMUNITY HIGH SCHOOL
Subscriber ID	
Address	2600 CUMBERLAND DR, FRANKLIN IN 46131

The Primary Contact and Additional Authorized Contacts listed below, have authorization to act on this account (e.g. make billing changes, request changes and upgrades in service/equipment, cancel service, make address changes, request and provide account information, give and accept notices, etc.) whether such action is taken by telephone, electronically or other manner. In the event the Primary Contact or an Additional Authorized Contact ceases to be authorized or a new individual becomes authorized, it is the responsibility of the Primary Contact (or an Additional Authorized Contact in the event of a change in Primary Contact) to provide MetroNet written notice of such change. MetroNet may, but shall have no obligation to, verify authorizations or the identity of the authorizer.

Primary Contact will be responsible for **setting up the myMetroNetPortal Account**. Anyone logging in to the business's customer portal account will be able to manage the contacts on your account.

Primary Contact will **receive** (and hereby expressly authorizes MetroNet to send) **transactional and/or relationship messages and notifications regarding install Notifications, Payment Notifications, Maintenance Notification, and Service Disruptions via email, text, and phone**. Primary Contact **will have ability to modify this authorization or add/remove additional contacts** in the myMetroNetPortal or by emailing **business-customer-service@metronetinc.com** or calling (855) 769-0936.

Primary Contact will be **responsible for managing contacts** in the myMetroNetPortal to receive Install Notifications, Payment Notifications, Maintenance Notification, and Service Disruptions.

911 Multi-Line Telephone Systems Notifications

Per FCC regulations, users of Multi-Line Telephone Systems (MLTS) must designate a contact name, phone number and/or email address that will be notified if a 911 call is placed from one of the users' MLTS phones. MetroNet's HPBX phone service is a type of MLTS; therefore, HPBX users must provide and maintain, per FCC regulations, this required information. **If the table below is not completed, the Primary Contact's information will be used by default for all 911 MLTS Notifications.** After your HPBX service is installed, your organization is responsible for managing any changes to your 911 Notification Contact by contacting MetroNet Business Customer Service by email at **business-customer-service@metronetinc.com** or phone at **(855) 769-0936**.

The Contact(s) listed below should be notified if or when a 911 call has been placed from one of my MetroNet HPBX phones. **It is the responsibility of the Primary Contact (or an Additional Authorized Contact in the event of a change in Primary Contact) to keep this Contact List updated.**

911 Dispatchable Location Requirements

The FCC has adopted rules to ensure that "Dispatchable Location" is conveyed with 911 calls to dispatch centers placed over Multi-Line Telephone Systems (MLTS). Dispatchable Location means a location that consists of the validated street address of the calling party, plus additional information such as suite, apartment, or similar information necessary to adequately identify the location of the calling party. MetroNet's HPBX phone service is a type of MLTS; therefore, HPBX users must provide and maintain, per FCC regulations, this required information. Before services are installed, you are responsible for providing MetroNet with the Dispatchable Location information associated with your telephone numbers. **After services are installed, you are responsible for updating any changes to your Dispatchable Location Information** by contacting Business Customer Service by email **business-customer-service@metronetinc.com** or phone 855-769-0936.

Primary Contact	Title	Phone	Email
Matt Sprout		317 721 9710	sproutm@franklinschools.org
Onsite Contact	Title	Phone	Email
Accounts Payable	Title	Phone	Email
Additional Authorized Contacts	Title	Phone	Email

The undersigned represents and warrants to MetroNet that he/she is authorized to sign this Authorization form on behalf of the Customer.

Name: **Becky Nelson**

Signature: 

**Addendum
Regarding SERVICE LEVEL AGREEMENT
FOR BUSINESS FIBER PREMIUM SERVICE ONLY
(FOR INTERNET ONLY)**

THIS ADDENDUM (the "Addendum") amends and supplements the MetroNet Advanced Services Agreement, Business Services Agreement or other services agreement (the "Agreement") of the Customer signing below and is dated as of the same date.

All capitalized terms used herein and not otherwise defined in this Addendum will have the meanings set forth in the Agreement.

The following new Section, **Service Level Agreement**, is added to the Terms and Conditions incorporated in the Agreement:

SERVICE LEVEL AGREEMENT

1) NETWORK OPERATIONS DEFINITIONS :

(a) Availability. "Availability" is the amount of time MetroNet's Fiber Service is available for use, i.e. not subject to a total loss or interruption of transmission or signal.

(b) Customer Premises. "Customer Premises" is the place at the Customer's location where the MetroNet equipment needed to provision the Fiber Service is installed by MetroNet.

(c) Emergency Maintenance or Repair. "Emergency Maintenance or Repair" is work which, if not accomplished immediately by MetroNet or third party provider, could result in a serious degradation or loss of Fiber Service to the Customer. Emergency Maintenance or Repair includes emergency maintenance or repair of network, equipment and power facilities.

(d) Excluded Outages. "Excluded Outages" are outages: (i) arising out of or related to the acts or omissions of Customer or others authorized by Customer; (ii) during any period of Force Majeure; (iii) arising out of or related to a breach by Customer of its obligations under the Agreement or outages during any period of Customer default; (iv) a result of Planned Maintenance or Repair or other scheduled maintenance, alteration or implementation; (v) arising out of or related to Customer's or third party's network or equipment failure; (vi) due to failure of power; (vii) during any period in which MetroNet is not given access to the Customer or Customer's end-user's premise if necessary to resolve an outage; (viii) when a Fiber Service, in whole or in part, is Off Net to MetroNet; and, (ix) during any period when the Customer chooses to delay repair and/or testing to proceed.

(e) Force Majeure. "Force Majeure" events are causes beyond MetroNet's reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms, inclement weather of all kinds, storm surges, flooding, hurricanes, earthquakes, or other similar catastrophes; failures, shortages or unavailability or other delay in delivery by a third party supplying services, equipment, fiber, network or access rights to MetroNet; any law, order, regulation, direction, action, embargo, or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, epidemics,

quarantines, pandemics; insurrections, riots, wars, revolution, insurgencies and other hostilities, or strikes, lockouts, work stoppages or other labor disputes or difficulties, hostile acts of governments, their security and intelligence agencies, and other agents.

(f) Jitter. "Jitter" is the variation in Latency from a MetroNet Gateway to the Customer Premises.

(g) Latency. "Latency" is the time it takes a data packet to travel from a MetroNet Gateway to the Customer Premises.

(h) MetroNet Gateway. "MetroNet Gateway" shall be defined as a test point on MetroNet's network from which availability and performance objectives can be measured.

(i) Off Net. "Off Net" means a service which is licensed by MetroNet from a third party to provide, in whole or in part, a given Fiber Service to a specific Customer or end-user premise or location.

(j) On Net. "On Net" means a Fiber Service provisioned entirely on MetroNet's network. Notwithstanding any other provision of this Agreement, no Fiber Service shall be considered "On Net" if a circuit associated with the Fiber Service is licensed from a third party to serve a specific Customer or end user premises or location.

(k) Outage. "Outage" shall be defined as a measure of the time that there is (i) a total loss or interruption of transmission or signal with respect to particular Fiber Service (an "Availability Outage"), or (ii) the Service Elements of a particular Fiber Service do not perform equal to or better than the Performance Objectives stated below (a "Performance Outage").

(l) Packet / Frame Loss. "Packet/Frame Loss" is the percentage of data packets not received at the Customer Premises with respect to data packets transmitted from a MetroNet Gateway to the Customer Premises.

(m) Planned Maintenance or Repair. "Planned Maintenance or Repair" includes network upgrades and repairs, equipment upgrades and repairs, cable upgrades and repairs, and power upgrades and repairs. Supplier will endeavor to provide Customer ten (10) business days' notice for Planned Maintenance, and Customer agrees to accept these notices electronically via email or other electronic means.

2) SERVICE OUTAGE CREDITS :

(a) Fiber Service Availability and Performance Standards shall be measured by averaging performance of the relevant metric over a calendar month. Availability and Performance Standards are only applicable for valid service frames that meet the service specifications of the Fiber Service purchased by the Customer. Examples of invalid service frames for purposes of calculating monthly average Availability and the Performance Standards set forth below include but are not limited to: invalid (improperly marked or malformed) Ethernet frames, traffic in excess of the contracted Fiber Service rate, and excessive broadcast/multicast traffic.

(b) Availability Outage Credits. Customer shall be eligible to receive the following credits when there is an Availability Outage:

Table 1: Availability Service Outage Credits

Business Fiber Premium Service ONLY (99.99% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
00:00:00 – 01:00:00	None

01:00:01 – 10:00:00	5%
10:00:01 – 12:00:00	10%
12:00:01 – 16:00:00	15%
16:00:01 – 20:00:00	20%
20:00:01 – 24:00:00	30%
24:00:01 or greater	50%

(c) Performance Outage Credits. Customer shall be eligible to receive the following credits when there is a Performance Outage:

Table 2: Performance Standard

Business Fiber Premium Service ONLY Measured from a MetroNet Gateway to the Customer Premises	
Latency (ms) (one way)	< 10ms per 500 miles
Jitter (ms) (one way)	< 5ms per 500 miles
Packet / Frame Loss (%)	< 1% POP to POP

Table 3: Latency/Jitter/ Packet Loss Service Outage Credits

Business Fiber Premium Service ONLY	
Cumulative Duration of Service Level Failure(s)	Service Outage Credit (% of MRC)
>2 hrs. to 4 hrs.	5%
>4 hrs. to 10 hrs.	5%
>10 hrs. to 12 hrs.	10%
>12 hrs. to 16 hrs.	15%
>16 hrs. to 20 hrs.	20%
>20 hrs. to 24 hrs.	30%
>24 hrs.	50%

(d) A Service Outage shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced) and shall be deemed to terminate upon restoration of the affected Fiber Service as evidenced by appropriate network test by MetroNet. In addition, Performance Standards shall be measured from end-to-end as much as possible within MetroNet's network; for example, from the Customer premises to the most distant MetroNet Gateway used to provision the Fiber Service. Customer shall, within thirty (30) days of such Outage, provide MetroNet with a written demand for the credit set forth in this Section by emailing business-customer-service@metronetinc.com. If Customer fails to provide such notice, the credit shall be deemed waived. An Outage will not be deemed to have occurred in the event that it arises from or relates to an Excluded Outage. Any credit shall be limited to affected Fiber Service(s) only. For example, if Customer has Fiber Service at several locations, and an Outage affects only one location, any credit shall be based upon the monthly rate charged by MetroNet for the Fiber Service with respect to the one affected location only. By way of further example, if Customer has a Service Level Agreement Addendum for two separate Fiber Services (e.g. Internet and wide area network), an Outage with respect to one Fiber Service will not be deemed an Outage or give rise to an Outage credit with respect to the other. The maximum credit that may be earned for a particular Fiber Service in a calendar month shall not exceed one hundred percent (100%) of the monthly rate charged by MetroNet for that particular Fiber Service in that month irrespective of the number or length of periods of Outage of that Fiber Service in that month.

Service Outage Credits shall be Customer's sole and exclusive remedy with respect to Fiber Service outages, interruptions, delays, failures, or other defects in Fiber Service. A Service Outage shall not be deemed a default by MetroNet. Under no circumstance shall Customer be entitled to an Availability Service Outage Credit and a Performance Outage Credit for the same Outage or during the same Outage period.

3) RESPONSE AND RESTORATION OBJECTIVES:

(a) Objective measured as an average over one (1) month.

Table 4: Response and Restoration

Business Fiber Premium Service ONLY	
Category	Objective
Mean Time to Respond (verbal response)	30 Minutes
Mean Time to Respond On Site (if needed)	2 Hours
Mean Time to Restore Equipment	6 Hours
Mean Time to Restore Services	8 Hours

4) CUSTOMER CONTACT NUMBER IN THE EVENT OF AN OUTAGE:

In the event of an Outage at any time please call **Business Technical Support at (833) 393-6857**.

MetroNet will use commercially reasonable efforts to respond and restore Fiber Service in accordance with the above objectives, subject to events of Force Majeure. Failure to meet any such objective will not result in eligibility for a Service Outage Credit. Objectives shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced).

IN WITNESS WHEREOF, this Addendum is executed as of the date of the Agreement.

Name: Becky Nelson	Title: Board of School Trustee President
Signature: 	Date: October 20, 2025