

MTE Communications Customer Agreement

This Comprehensive Customer Agreement (“Agreement”) is between Midvale Telephone Exchange, Inc. d/b/a MTE Communications (“MTE”) and the party identified below (“Customer” or “you”):

This Agreement sets forth the terms and conditions by which MTE will make available to you the Services (described below). By installing the Equipment and continuing to use the Services, you affirm that (a) you understand this Agreement and (b) you accept this Agreement and its terms and conditions, even if you choose not to read it. If you do not agree to all of the terms and conditions of this Agreement, you must return the Equipment to MTE by following MTE’s return instructions. You and MTE agree as follows:

Services

Subject to the terms of this Agreement and MTE’s High-Speed Internet and Home Security Services Terms and Conditions (available at <https://mtecom.net>), which are incorporated into and made a part of this Agreement, MTE will provide the following Services as selected by you:

- **High-Speed Internet Services:** Internet connections between the MTE Equipment and MTE’s Internet backbone, with speeds up to _____ download speeds may vary due to network congestion, service area, or plan type. MTE reserves the right to interrupt speeds if necessary for Equipment upgrades or network maintenance and will endeavor to inform you in advance.
 - **Managed Services (Optional, for Business Customers):** Includes Managed Router Service (firewall, Secure VPN, SD-WAN) and Managed Security Service (content filtering, intruder prevention/detection). MTE will configure and manage equipment according to your firewall policy, implementing changes within four business hours of your request. These do not guarantee elimination of security events, and MTE assumes no liability for undetected threats or related damages. You must obtain insurance for such risks and waive subrogation rights against MTE.
 - **Mesh Wi-Fi (Optional):** Extends Wi-Fi coverage via multiple access points, managed through a mobile app. Includes malware scanning but does not guarantee against hacks or data loss. You are responsible for lawful use, preventing interference, and managing guest access.
 - **Border Gateway Protocol (BGP) (Optional):** Supports BGP-4 routing. You must provide an ASN from ARIN, compatible equipment, and internal support.
- Phone Services or Voice over Internet Protocol (VoIP) service(Optional):** delivered through MTE or approved equipment and/or an active MTE Internet connection. Service includes local and long-distance calling within supported regions, voicemail, and standard calling features as defined by your selected plan. MTE reserves the right to perform maintenance, upgrades, or configuration changes that may temporarily interrupt service and will make reasonable efforts to provide advance notice when feasible.

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Special Conditions (for Business Services): You acknowledge that MTE may incur construction costs. If you terminate before the end of the term or cancel before service initiation, you reimburse MTE for all incurred construction costs.

Term

The "Initial Term" begins on the date MTE installs and activates the Services, and runs for _____ months. Please Contact MTE Communications to renew your agreement.

Fees, Payment, Billing

- **Services Fee:** Monthly fee varies by service area, plan type, and selected Services:
- **Promotional Discount:** \$_____ This promotional discount may not be combined with any other offers, discounts, or promotions unless explicitly approved by the Provider.
- **Ebill/Autopay:** \$_____ Promotional rates require enrollment in MTE's Auto Pay program for automatic deductions.
- **Equipment Fee:** \$_____ monthly for MTE-owned Equipment (Calix router or Mesh)
- **Billing:** Fees are payable in advance, subject to applicable local, state, and federal taxes/fees. Accounts are delinquent if payment is rejected or balances remain unpaid. MTE may charge late fees, interrupt/disconnect Services for non-payment, and impose a reconnect fee.
- **Installation Fee:** \$_____

MTE will maintain and replace Equipment as needed while you maintain service. If damaged due to your negligence, you pay replacement costs plus installation fees.

Money-Back Guarantee

If unsatisfied, you receive a full refund of the first month's Services Fee, and MTE will retrieve the Equipment. Valid for 30 days from Start Date.

Interruptions and Credits for Outages

MTE may interrupt Services for upgrades or maintenance, aiming to notify in advance. No liability for unavailability or variations in performance. ***For business customers only, outage credits are as follows: 0 to 4 hours of service interruption receives no credit; 4:00:01-6 consecutive hours receives a 3-day credit toward monthly charges; 6:00:01-12 hours consecutive outage receives a 7-day credit; 12:00:01-24 hours of consecutive outage receives half of the monthly charges credited; and anything over 24 hours of outage receives a full month of charges credited.**

Termination

- Either party may terminate after the Initial Term with a **30-day** notice. During the Initial Term, if you terminate, you pay a cancellation fee of **50%** of the remaining balance of the contract. You and MTE agree that the cancellation fee is a reasonable estimate of the damages MTE will suffer because of your early termination and, therefore, is not a penalty but instead, is liquidated damages..
- Upon any termination, **50%** of any unused commitments (e.g., remaining promotional benefits or service credits) will be owed.
- If the Agreement is terminated and service is restarted later, an installation fee will apply.

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Limitations of Liability

MTE provides no warranties beyond those in incorporated terms. For Managed/Security Services: MTE does not guarantee detection/aversion of events; you bear all risks and must insure accordingly. MTE is not liable for losses from undetected events, data breaches, viruses, or interruptions.

Indemnification

You indemnify MTE against claims arising from your use of Services, including third-party claims for damages or IP infringement.

Nondisclosure

Parties keep confidential information secret, except as required by law or with consent. Violations allow injunctive relief.

Miscellaneous

- **Governing Law:** This Agreement is governed by the laws of the States of Idaho.
- **Entire Agreement:** This agreement contains each parties entire agreement and supersedes any prior agreements, representations, and understandings.
- **Force Majeure:** MTE is not liable for delays beyond its control.
- **Assignment:** MTE may assign; you may not without consent.
- **Long Distance Fees:** Promotional pricing does not include any applicable long-distance or usage-based fees, which shall be billed separately in accordance with MTE's standard rates.

Acceptance and Signature

By verbally authorizing MTE personnel (recorded call), you agree to the terms of this agreement and agree that this is a binding agreement between you and MTE Communications, enforceable against both parties according to it's terms. A follow-up email with a link will be sent. You agree to written confirmation if requested.

MTE Representative received verbal agreement: Yes No

Digital Signature Field: Customer may sign digitally here.

Customer Signature: _____

Date:

[Digital Signature Field: MTE Representative may sign digitally here.]

MTE Representative Signature: _____

Date: