



MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into this **25th day of March 2026** (“Effective Date”) by and between ImOn Communications, LLC, an Iowa limited liability company (“ImOn”), and **Iowa City Community School District**, located at **355 Iowa Ave. Iowa City, IA 52240** (“Customer”) and contains the terms and conditions for the products and Services (collectively “Services”) that you ordered from ImOn. ImOn and Customer may be referred to as the “Parties” or “Party” throughout this Agreement.

1. **SCOPE OF AGREEMENT.** This Agreement applies to all of the Services that you have ordered from ImOn. A description of the Services you ordered as well as additional Business and Legal Terms of Service are provided at www.ImOn.net and form a binding part of this Agreement. For any Services subject to tariffs, catalogues, or price lists (collectively “Price Lists”), the Price Lists are incorporated into this Agreement. ImOn may amend any terms, pricing, and conditions in response to a regulatory change beyond its control that materially changes the technical feasibility or economics of Services provided, including, but not limited to, no longer providing a particular Service. ImOn will provide written notice to Customer when exercising this right. If amended, Customer will have thirty (30) days to terminate the Agreement for cause in writing, after which Customer has waived its right to do so. In the event that ImOn costs increase due to factors outside of ImOn's control, including without limitation, increased retransmission and programming costs, Customer acknowledges and agrees that ImOn shall pass through and Customer shall pay such increased costs regardless of whether Customer is currently receiving any promotional pricing for ImOn Services.

2. **TERM.** The initial term of this Agreement is **60 month** (“Term”). The term shall begin on the date ImOn first activates Service at a Customer location (the “Service Activation Date”) unless Customer orders any circuit-based Services. If circuit-based Services are ordered, the Service Activation Date will be fifty (50) calendar days after this Agreement is signed. The addition of new locations and Services will not change the term length or Service Activation Date of this Agreement. However, certain circuit-based Services will require a minimum one-year term length. If Customer orders such a service with less than twelve months remaining in their existing term, then the addition of that service shall automatically extend the existing term of the entire Agreement for twelve (12) months from the Service Activation Date of that new circuit-based service. Upon expiration, if this Agreement is not renewed by the Parties, Services will be provided on a month-to-month basis after the existing term expires or until one Party provides the other Party with thirty (30) days written notice to terminate service, or forty-five (45) days’ notice for circuit-based services. After the initial Term of the Agreement expires,



ImOn may increase previously rate-stabilized prices, eliminate any term and volume discount, or both, at its discretion.

3. TERMINATION. Either Party may terminate this Agreement for cause without damages in the event of a material breach by providing (a) written notice specifying the cause of termination and (b) if the other Party does not cure the material breach within thirty (30) days of receiving notice. Your right to terminate for cause is waived if you do not exercise this right within ninety (90) days of the event giving rise to the claim.

4. EARLY TERMINATION CHARGE. If you terminate this Agreement before the end of the current Term without cause, as reasonably determined by ImOn, you agree to pay any applicable early termination charge ("ETC") plus any vendor assistance credits. ETC is determined by multiplying the monthly recurring charge listed on your Invoice times the number of months remaining in your current Term. The Parties agree that ImOn's damages in the event of early termination would be difficult or impossible to determine, and that any ETC constitutes liquidated damages and is not intended as a penalty. Customer will not be liable for any ETC or unreimbursed vendor assistance credits should Customer's business operations under the same or similar ownership be (a) completely moved to a location where ImOn is not offering local service at the time of the move, or (b) are permanently closed, except that Customer shall remain liable for any ETC if Customer has a circuit-based service that would subject ImOn to an early termination charge from the underlying circuit provider. Upon request, Customer shall provide proof of its move or permanent closure to ImOn, and its failure to do so will result in assessment of ETC.

Notwithstanding the foregoing, ETC does not include any build-out expenses related to the capital investment incurred by ImOn to extend its fiber optic network to the Customer's business location ("Build-out Costs"). Customer acknowledges that ImOn's deferment of such Build-Out Costs is expressly contingent on the Customer's commitment to fulfill the initial Term of this Agreement. If Customer terminates this Agreement during the initial Term for any reason, including without limitation, permanently going out of business or moving to a new location not currently served by ImOn, Customer agrees to repay ImOn a pro-rata amount of such Build-out Costs based on the following formula:

If the initial Term of the Agreement is one year or less, Customer shall pay the entire Build-out Costs. If the initial Term of the Agreement is greater than one year, Customer shall pay a pro-rata of the Build-out Costs calculated by multiplying the total Build-out Costs listed in this Agreement times a fraction in which the numerator is the total months remaining in the initial Term of the Agreement and the denominator is the total months of the initial Term of this Agreement. Customer shall pay any applicable Build-out Costs to ImOn by the date listed on the final Invoice.



5. **NOTICE.** The Parties shall designate and maintain the following Principal Contacts for purposes of this Agreement:

For ImOn:

Principal Contact: Darrin O'Brien
Business Phone: 319.519.6328
Email: [mailto: darrin.obrien@imon.net](mailto:darrin.obrien@imon.net)
Business Mailing: 101 3rd Avenue SW, Suite 400, Cedar Rapids, Iowa 52404

For Customer:

Principal Contact: Joshua Reynolds
Business Phone: 319.688.1000
Email: reynolds.joshua@iowacityschools.org
Business Mailing: 1725 N Dodge St, Iowa City, IA 52245
Account ID #: 2075778

6. **SERVICES.** The Services that you have selected to purchase from ImOn are set forth in the Pricing Addendum. Only the monthly recurring price for Local Line Packages and Long Distance Services for Domestic calls installed at your original location are fixed for the Initial Term of this Agreement. Prices do not include applicable federal, state and local use, excise, sales and privilege taxes; applicable surcharges related to universal service programs, emergency telephone service (911/E911), telecommunications relay service for the hearing impaired; payphone surcharges; and other similar surcharges for required programs. ImOn may add, delete or modify such surcharges and taxes without notice while this Agreement remains in effect as necessary to implement changes imposed by law. Certain Services purchased under this Agreement may be provided, in part, by third-party vendor(s), which may be affiliated with ImOn. The Parties agree that changes to Local Line Packages and Long Distance Services packages requested by Customer through ImOn Customer Care will serve to amend the Agreement. You are responsible for monthly recurring charges, usage charges, one-time activation charges, one-time installation charges, Build-out costs, escort service, collocation access fees and equipment purchase charges unless such charges are expressly waived in writing in this Agreement. The Pricing Addendum does not reflect special construction charges that may be applicable to Services you have ordered. For Cable TV (video) products, Customer acknowledges that ImOn shall be entitled to pass through (with no mark-up) all yearly fee increases mandated upon ImOn, including without limitation, retransmission fees. Customer agrees to pay such additional fee increases.



7. SERVICE SUSPENSION/MAINTENANCE. Periodically ImOn will perform maintenance on its network during the standard maintenance window of midnight to 4 A.M. central standard time. ImOn may need to perform unscheduled network maintenance outside the standard maintenance window that may result in a brief service interruption. ImOn will give Customers advance notification of such interruption whenever reasonably possible. Any ImOn liability resulting from an unscheduled service interruption will be determined in accordance with the governing Price List and this Agreement.

8. WORK STATEMENT. This Agreement shall consist of the terms listed above and any attached Addendums and Work Statements agreed to by both Parties. Installing new 10 Gb / 10 Gb Internet service at 355 Iowa Ave, Iowa City, IA 52240.

Internet Service			
Solution	Quantity/ Speed	Unit Price	Total
Ethernet Access Internet -10Gb	10 Gb / 10 Gb	\$1200.00	\$1,200.00
/25 IP Block	1	\$225.00	\$225.00
Internet Service Total			\$1,425.00

IP Details		
	"X" applicable product	Comments
DHCP (default)		
Static IP (single usable static IP)		
Static Subnet (/31,/30,/29,etc.)	X	/25 IP Block
DHCP Reservation		
Other		

* Verify Equipment Compatibility for /31



Investment Summary - Non Recurring Build Costs			
Install / Build Costs		Waived	-\$3,028.00
Total NRC			\$0.00

Investment Summary - Monthly Recurring Charges			
		Term Length	60 Months
Total MRC			\$1,425.00

IN WITNESS WHEREOF, ImOn and Customer have caused this Agreement to be signed by their duly authorized representatives.

ImOn Communications, LLC

Iowa City Community School District

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____