Foothills Managed Network Service Agreement

This Managed Network Service Agreement ("Agreement") applies to managed network services provided by Foothills Communications/Foothills Connect ("Foothills") to residential and business customers ("Customer"). This Agreement supplements Foothills' general Terms of Service.

1. Managed Network Services

Managed Network Services may include managed Wi-Fi gateways, routers, wireless access points, firewalls, and related networking equipment, depending on the Customer's selected service plan.

Foothills and its authorized representatives may remotely access, monitor, configure, troubleshoot, and update managed equipment as necessary to provide and maintain the service. Customer authorizes Foothills to perform these activities and agrees not to disable remote management capabilities or make unauthorized configuration changes.

Foothills may maintain secure, logically separated network access for authorized technicians and service personnel.

2. Equipment and Maintenance

Foothills will provide and maintain the managed equipment included in the Customer's service plan. Defective equipment will be repaired or replaced at no additional equipment charge when determined by Foothills to have failed under normal use.

Additional equipment, relocations, or customer-requested upgrades may incur charges. Equipment ownership, damage, unauthorized modifications, and return requirements are governed by Foothills' Terms of Service.

3. Wireless Coverage and Performance

Foothills does not guarantee specific wireless coverage, signal strength, or throughput. Wireless performance may vary due to interference, building materials, distance, connected devices, and other environmental or technical factors.

4. Cybersecurity and Network Protection

Managed firewalls and other network security features are designed to provide certain security protections but do not guarantee prevention of unauthorized access, malware, ransomware, data breaches, or other cybersecurity threats.

Unless expressly included in a separate written agreement, Managed Network Services do not include comprehensive cybersecurity monitoring, endpoint protection, data backup, or incident response services.

Customer remains responsible for the security of Customer-owned devices, software, accounts, and data, as further provided in Foothills' Terms of Service.

The security disclaimers, warranty limitations, and limitations of liability contained in Foothills' Terms of Service apply to Managed Network Services to the fullest extent permitted by applicable law.

5. Service Commitment

Any minimum service commitment, monthly charges, and applicable early termination obligations will be established in the Customer's Order Form or service plan and governed by Foothills' Terms of Service.

Each additional wireless access point added to the service will be subject to its own separate twelve (12) month minimum commitment beginning on its activation date, unless otherwise specified in the applicable Order Form. Replacement of existing equipment due to failure or routine maintenance does not restart a commitment.

Following completion of each applicable commitment, the associated service will continue on a month-to-month basis.

6. Terms of Service

This Agreement is subject to Foothills Communications/Foothills Connect's Terms of Service, available at https://www.foothills.net/legal/, which are incorporated herein by reference.

The Terms of Service govern all matters not specifically addressed in this Agreement. In the event of a conflict, this Agreement controls only with respect to the specific Managed Network Services provisions expressly stated herein, subject to applicable law.

By ordering or using Managed Network Services, Customer acknowledges and agrees to this Agreement and the applicable Terms of Service.