

USA Telecom Terms and Conditions

1. Definitions

- **Agreement:** The Terms and Conditions listed within.
- **Client:** The party receiving telecommunications services from USA Telecom.
- **USA Telecom:** The service provider and reseller of telecommunications services.
- **Services:** The telecommunications services provided by USA Telecom as described in the Service Order.
- **Service Order:** The document specifying the services, rates, and duration agreed upon by USA Telecom and the Client.

2. Scope of Services

- USA Telecom agrees to provide, install, and maintain telecommunications services as detailed in the Service Order.
- The Services will include the necessary facilities and equipment to meet the Client's telecommunications needs.
- We accept the standard contract terms and conditions as outlined in FAR 52.212-4, with the following favorable terms for small businesses: Prompt Payment: Payments will be made in accordance with the Prompt Payment Act (31 U.S.C. 3901 et seq.) to ensure timely payments.
- **Inspection/Acceptance:** Billing will commence upon the next business day of Government approval of the stated testing parameters of the installed services. Acceptance or rejection is required within 72 hours of service delivery.

3. Term and Termination

- The term of this Agreement shall commence on the start date specified in the Service Order and continue for the duration specified unless terminated earlier as provided herein.
- Either party may terminate this Agreement for cause if the other party fails to cure any material breach within thirty (30) days after receipt of written notice.
- Upon termination, the Client shall pay for all services rendered up to the termination date.
- **Termination for Convenience:** Written notice required 30 days in advance, allowing recovery of incurred costs and profits on work performed. If the government terminates the contract for convenience, USA Telecom will not be responsible for any early termination fees (ETF) associated with services provided by third-party vendors.
- **Termination for Cause:** Written notice required, with a 30-day cure period. The government agrees to adhere strictly to the period of performance and funding obligations. Any early termination initiated by the government that leads to penalties or ETFs will be reimbursed by the government.

4. Pricing and Payment

- Prices for services are detailed in the Service Order and are subject to change upon renewal or as specified in the Service Order.
- Monthly recurring charges (MRC) and non-recurring charges (NRC) will be billed as specified.
- Payments are due within thirty (30) days from the date of the invoice. Late payments may incur interest at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower.

5. Compliance with Laws and Regulations

- USA Telecom will comply with all applicable federal, state, and local laws and regulations, including those of the Federal Communications Commission (FCC) and other regulatory bodies.
- The Client agrees to comply with all applicable laws and regulations related to the use of the Services.

6. Security and Privacy

- USA Telecom will take reasonable measures to ensure the security of telecommunications systems and sensitive information as required by applicable laws and regulations.
- The Client is responsible for securing its telecommunications systems and ensuring the confidentiality of its data.

7. Service Level Agreement (SLA)

- USA Telecom guarantees an availability of 99.9% for the Services.
- Packet loss shall not exceed 0.5%.
- USA Telecom will provide support for any issues with the Services 24/7.

8. Equipment and Installation

- USA Telecom will provide and install the necessary equipment to deliver the Services.
- All equipment provided remains the property of USA Telecom unless otherwise specified.
- The Client is responsible for any damage to the equipment beyond normal wear and tear.

9. Limitations of Liability

- USA Telecom's liability for any claim arising out of this Agreement is limited to the amount paid by the Client for the Services in the twelve (12) months preceding the claim.
- USA Telecom is not liable for any indirect, incidental, special, or consequential damages.

10. Force Majeure

- Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including natural disasters, acts of government, and other events of force majeure.

11. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles.

12. Dispute Resolution

- Any disputes arising out of or related to this Agreement shall be resolved through negotiation between the parties.
- If negotiation fails, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

13. Amendments

- Any amendments or modifications to this Agreement must be in writing and signed by both parties.

14. Entire Agreement

- This Agreement, including the Service Order, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.