

Service Location Listing - Monthly Recurring Charges

<u>Primary Billing Account</u>	City Hall, #209546939		
<u>Quote #</u>	1836004		
<u>Company Representative</u>	Anthony Billera	<u>Rep ID</u>	e0183536
<u>Effective Date</u>	06/14/2019		
<u>MMF</u>	\$0.00		

Location Name & Service Address	Data	Total
City Hall 300 W WAUGH ST, DALTON, GA 30720-3143	\$1,600.00	\$1,600.00
Police Dept. 301 JONES ST, DALTON, GA 30720-3462	\$0.00	\$0.00
Total	\$1,600.00	\$1,600.00

Customer Name

Customer Name	City Hall, #209546939	Proposal / Quote ID	1836004
Install Street Address	300 W WAUGH ST	City, State, Zip, Country	DALTON, GA, 30720-3143, USA
Opportunity ID	2027601	Service Order Type	Renewal/Upsell
Contract Term	36	Effective Date	06/14/2019

	Included	Total Qty	Price/Unit	Total Price
Point to Point				
Point to Point	--	1	\$1,600.00	\$1,600.00
Z Location	--	1	\$0.00	\$0.00
A Location	--	1	\$0.00	\$0.00
Total Features				\$1,600.00

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Point to Point				
A Location	--	1	\$0.00	\$0.00
Point to Point	--	1	\$0.00	\$0.00
Z Location	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$1,600.00
Total Location Non-Recurring Charges	\$0.00

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <https://www.windstream.com/about/legal/Fee-and-Surcharge-Guide>

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

Total Solution	Total Price
Total Monthly Recurring Charges	\$1,600.00
Total Non-Recurring Charges	\$0.00
Minimum Monthly Fee	\$0.00

Service Information

CUSTOMER

Signature:

Printed Name: Darin waldrop

Title:

Date:

WINDSTREAM

Signature:

Printed Name: David Emig

Title:

Date:

This offer is voidable by Windstream if not signed and returned to Windstream by 29th day of July, 2019 .



WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with any proposal/order, service schedule(s), and any document incorporated by reference herein, these terms ("Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

1. **Term and Renewal.** This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the last date that Services are installed (the "Term"). Upon expiration of the Term, **this Agreement will automatically renew for successive one-year terms** (each, a "Renewal Term") and WIN reserves the right to increase rates to its then-current rates. If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.
2. **Charges for Services.** Charges are set forth on a proposal or assessed as Services are used by Customer (i.e., features, installation/repair, including after-hours installation, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCs") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**
3. **Installation.** Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Unless otherwise agreed in writing by WIN, Customer is responsible for obtaining access to Customer's premises for WIN to install Services/performance maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, unless otherwise agreed in writing by WIN, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.
4. **Billing and Payment; Disputes.** Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. WIN reserves the right to charge a fee for payments made by credit card. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.
5. **Credit and Deposits.** Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.
6. **Moves.** If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.
7. **WIN-Provided and Owned Equipment; Customer Equipment Compatibility.** Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requires Customer to return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the replacement cost of the equipment plus processing and shipping fees, as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.
8. **WIN-Provided Software.** Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose and Customer acknowledges and agrees that the Software is the exclusive property of WIN or a third-party licensor. Customer may be required to provide WIN with evidence that its use of the software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software, or install the software on more than one computer at a time; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, distribute the software or otherwise allow third parties to access to use the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.

9. DocuSign Envelope ID: F6B1EE0C-4E0D-4974-889E-5BD8C212B866 Customer and/or anyone acting through it may not resell Services or use Services for: (a) traffic aggregation; (b) its own end users and/or customers as a telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent (40%) of call attempts may be uncompleted per trunk group and/or DS0/DS0 equivalent. For violations of this Section, WIN may: (w) immediately terminate Services; (x) charge Customer long-distance charges and an additional price per minute; (y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, (z) require Customer to pay for the excessive use immediately and make a deposit.
- a. **Restricted Calling Services.** WIN will restrict international long distance and 900/976 calling functionality ("Restricted Calling Services") from Customer's account originating on the WIN-provided Service and will only restore such functionality upon request by an authorized representative of Customer. In the event Customer requests restoration of such functionality, Customer agrees and acknowledges that it is liable for all charges associated with the Restricted Calling Services dialed from Customer's premises or through the use of Customer's WIN account access and/or calling card codes, regardless of whether such use is: (i) authorized by Customer management, (ii) initiated by Customer employees or third parties, or (iii) constitutes or involves frequent activity of any nature. Customer agrees that WIN assumes no liability of any kind with respect to its providing access to Restricted Calling Services via connections from Customer premises and locations where Customer uses WIN Services. Customer shall indemnify, defend and hold harmless WIN against any and all claims made by the third party provider of Restricted Calling Services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of Restricted Calling Services could result in suspension or interruption of long distance and/or local services provided by WIN, and WIN assumes no liability of any kind with respect to such potential service suspensions or interruptions.
- b. **HIPAA Compliance.** Customer is responsible for informing WIN in writing if: (i) Customer is a Covered Entity or Business Associate (both as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")); and (ii) Customer Content includes Protected Health Information ("PHI") (as defined in HIPAA). If Customer notifies WIN that it is a Covered Entity or Business Associate and that Customer Content includes PHI, and WIN determines that, based on such notification, it is rendered a Business Associate, then the parties will execute WIN's Business Associate Agreement. If Customer does not so notify WIN, then WIN will have no obligation to provide the Services in compliance with HIPAA.
10. **Termination.** Either party may terminate this Agreement by providing at least forty-five (45) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and fails to cure within forty-five (45) days after written notice (or after ten (10) days' notice for nonpayment). Customer's right to terminate for breach applies to the affected location and/or Services only. WIN may limit, interrupt, suspend or terminate Services IMMEDIATELY if Customer or others acting through Customer: (a) use the Services in violation of Sec. 9; (b) use the Services in a manner that affects WIN's network or other customers, (c) use the Services fraudulently or unlawfully; (d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (e) use the Services in a manner that may cause or is causing an imminent and significant operational, financial, or security risk; or, (f) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.
11. **Effect of Termination.**
- a. **Pre-Installation-** If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if WIN's costs to other providers are greater than this amount, Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b).
- b. **Post-Installation - IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM EXCEPT THAT IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE ("MMF"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.**
12. **Limitation of Liability; Indemnity.** FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY WIN FOR OUTAGES PURSUANT TO WIN'S THEN-EFFECTIVE CREDIT POLICY. IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. CUSTOMER INDEMNITY: CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD WIN HARMLESS IF CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.

13 DocuSign Envelope ID: F6B1EE0C-4E0D-4974-889E-5BD8C212B866 **HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.**

14. **Force Majeure.** WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.

15. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** **THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <http://www.windstream.com/Legal-Notices/>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE.** This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies

16. **Miscellaneous.** (a) **Signatures and Amendments:** This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) **Notices and Electronic Communications:** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, windstream.business.support@windstream.com or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at www.windstreamonline.com, or by calling 1-800-600-5050. Any other means of providing notice of disconnection is void and has no effect, even if actually received by WIN. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) **Compliance with Laws; Applicable Law:** Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) **Statute of Limitations:** Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) **Assignment:** On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership; (g) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival:** Sections 7, 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes:** Handwritten changes are not binding on either party; (l) **Use of Products in U.S.** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality:** Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.

For Managed CPE Firewall Services only:
Authorization to Perform Testing. Customer grants WIN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"). Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

For Managed Network Security Cloud Firewall only:
WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.

Unless stated otherwise in writing by WIN via an addendum to this Agreement, any Services or equipment provided by WIN are outside the scope of any security audits performed by Customer or its agents. While WIN Sales representatives can help Customer with incorporating our Services and equipment as component parts of a compliant overall security strategy, WIN makes no representations that its Services or equipment are compliant with industry-specific guidelines, regulations, or laws including, but not limited to, Payment Card Industry Standards, the Health Insurance Portability and Accountability Act, and/or Sarbanes-Oxley.

For OfficeSuite UC® Fax Services only:

The following conditions apply: (i) if a fax line goes over its allotted number of fax pages in a given month, each additional page above the bundle level purchased will be billed at the overage rate per fax page sent or received, as identified within bundle selection. For OfficeSuite® Fax Measured package, each domestic page sent and received will be billed at \$0.065 per page; (ii) international faxing is not supported; (iii) only one (1) email address may be associated with each fax number for sending or receiving; (iv) only one (1) bundle package applies per email address. A bundle limit may not be shared across multiple email addresses; (v) unused fax pages will not rollover to the next month's billing; and (vi) a copy of faxes sent and received will be stored for ninety (90) days in the MyOfficeSuite™ portal and then deleted. It is recommended that Customer download or forward faxes to store locally.



WINDSTREAM COLOCATION SERVICES SCHEDULE

In addition to the Windstream Service Terms and Conditions ("Terms and Conditions"), of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the services identified in Customer's proposal ("Colocation Services"). Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Terms and Conditions. In the event of a conflict between this Schedule and the Terms and Conditions, this Schedule shall control with respect to the Colocation Services. The parties agree as follows:

1. **Term; Renewal; Extended Term.** This Schedule is effective as of the execution of the Agreement between WIN and Customer, and will continue for the term set forth in the proposal from the date on which the Colocation Services are installed (the "Term"). Upon expiration of the Term, the Schedule shall renew as described in Section 1 of the Terms and Conditions.
2. **Customer Area and Customer Equipment.** Customer is granted a license pursuant to the Terms and Conditions and this Schedule to use designated locations ("Customer Area") within the data center or shared colocation space specified in the proposal ("Data Center") to install, maintain, use, operate, monitor, repair and replace equipment, tools, devices, supplies and materials owned by, leased to or otherwise provided by Customer (collectively, the "Customer Equipment"). Customer is solely responsible for the maintenance and operation of Customer Equipment. Customer may not use the Customer Area for any purpose other than as disclosed to and permitted by WIN and shall use the Customer Area in accordance with the WIN Colocation Rules, Equipment Standards and Pricing, which will be provided to Customer, and may be amended from time to time. Customer acknowledges and agrees that it is not granted, and specifically disclaims, any possessory, leasehold, or other real property interest in the Customer Area, the Data Center, or any other portion of the building or premises in which the Data Center is located. Customer has no rights whatsoever under WIN's lease, sublease, or license for the Data Center. Customer shall (i) configure the Customer Equipment according to the technical specifications reasonably provided by WIN, (ii) maintain any necessary licenses associated with the Customer's Equipment and (iii) be responsible for the proper maintenance, repair and operation of the Customer Equipment unless WIN specifically agrees in writing to perform certain maintenance, repair and operation functions on Customer's behalf at rates to be agreed upon by the parties. WIN has no responsibility to obtain from Customer's licensees necessary licenses or consents to monitor or access Customer Equipment to perform the Colocation Services. Customer is responsible for purchasing and maintaining all manufacturer warranties, updates, patches, upgrades and service plans reasonably required to ensure that the Customer Equipment remains in working order through the Term, and WIN shall not be responsible for any delay or failure by Customer to purchase or maintain such coverage. Customer is solely responsible for insuring the Customer Equipment with coverage consistent with industry standards; WIN has no obligation to insure any Customer Equipment, whether or not housed in the Data Center. Upon twenty (20) days' prior written notice, or in the event of an emergency, such notice as is reasonable, WIN may require Customer to relocate the Customer Equipment; provided, however, the site of relocation shall afford comparable environmental conditions and comparable accessibility to the Customer Equipment. Customer shall not be required to pay for the cost of improving the Data Center (or Customer Area within the same Data Center) to which the Customer Equipment may be relocated. However, Customer shall be responsible for all costs associated with the relocation of the Customer Equipment in the event said relocation is: (i) required by the owner or management of the building in which the Data Center is located; (ii) due to structural damage to the Data Center caused by force majeure; (iii) due to power or HVAC requirements exceeding Customer's original allocation; or (iv) due to expansion of Customer's service requirements. Customer shall remove all Customer Equipment from the Data Center within ten (10) days of termination, or WIN shall store the Customer Equipment and charge Customer storage costs, or dispose of the Customer Equipment as described in Section 5 herein.
3. **Rights and Obligations of the Parties.**
 - a. **Access Control.** Customer will provide a list of permitted individuals ("Access List") to WIN. WIN shall have the right to limit Customer's access to the Data Center solely to the individuals that are specified on the Access List. If WIN receives conflicting Access Lists from different Customer representatives, WIN shall comply with the last Access List that was provided by Customer. Customer shall release, indemnify, defend and hold WIN harmless from and against any exposure, lawsuits, claims, demands, and liability for complying with the most recent Access List provided to WIN by Customer.

use of the Customer Area for the purpose of installing, operating, repairing, maintaining, replacing and removing Customer Equipment. Customer may not and shall not permit others, including its employees and agents, to reproduce, reverse engineer, de-compile, disassemble, alter, translate, modify, adapt, market, resell, or sublease any Colocation Services, unless expressly permitted by this Schedule. Other than as specified in this Schedule, no license, title, or right is granted or transferred to Customer in or to any service marks, trademarks, copyrights, patents, trade secrets, or any other intellectual property rights of WIN ("Proprietary Information"), and Customer shall not have any right to use any Proprietary Information, or any WIN software or hardware. Customer may not, directly or indirectly, resell, or permit the resale of, cabinet space, the Customer Area, or any custom floor or equipment space within the Data Center, or roof space associated with the Data Center premises, without WIN's prior written consent which may be withheld in WIN's sole and exclusive discretion. Customer may not directly connect Customer Equipment with equipment of a third-party within the Data Center or any other WIN facility without the prior written consent of the WIN. WIN reserves the right to take any action necessary to prevent harm to the Colocation Services, Data Center, WIN space, personnel, or WIN's property (and that of its affiliates, vendors and customers) or other persons. In no event shall WIN be responsible or liable if Colocation Services are lost or damaged as a result of changes made by Customer or as a result of WIN making specific changes to the Colocation Services at the request or direction of Customer; Customer shall be responsible for all liability incurred for loss or damage resulting from such changes.

- c. **Cooperation.** Customer shall reasonably, timely and in good faith cooperate with WIN and WIN's designees and agents to facilitate WIN's performance of the Colocation Services and shall provide WIN with reasonable access to necessary information, including system and platform designs, network architecture, IP addresses, hardware and software specifications ("Customer Information"), to provide the Colocation Services. It is essential to WIN's performance hereunder that WIN has reasonable access to Customer Information and Customer acknowledges and agrees that a degradation in the performance of the Colocation Services may result if Customer fails to provide the Customer Information. If Customer modifies its Customer Information or Customer Equipment in a manner that necessitates a change to the Colocation Services, then Customer shall pay for the time and materials that WIN incurs to troubleshoot, modify, and make repairs necessary to adapt to Customer modifications.
- d. **Customer Security.** Customer agrees to use reasonable security precautions in connection with the use of the Colocation Services (including encrypting any information that is subject to legal or regulatory security requirements, as well as encrypting any Protected Health Information ("PHI"), as that term is defined by HIPAA and/or its implementing regulations, that is transmitted to or from, or stored by Customer on, the services or storage devices used by Customer) and require its customers and end users to use appropriate security precautions. Customer is responsible for the security of the Customer Equipment. Customer shall be responsible for unauthorized use of the Colocation Services by any person, unless such unauthorized use results from WIN's failure to perform its obligations hereunder. Upon request by Customer and as required for HIPAA compliance, WIN may agree to execute the WIN Business Associate Agreement with Customer to address WIN's obligations with regard to Customer's PHI.
- e. **Damage to WIN's Facilities.** WIN shall repair, or cause to be repaired, at Customer's own cost, any and all damage to WIN's facilities including WIN's Data Center, buildings, grounds, equipment and furniture, caused by Customer or employees or agents of Customer. Customer shall notify WIN immediately of any and all damages. All costs incurred by WIN, as determined by WIN, for such repairs shall be repaid by Customer by cash payment upon demand.
- f. **Termination of Customer Equipment.** Customer shall be responsible for termination to the Customer Equipment of the circuits provided by WIN. Use of a one hundred and twenty (120) volt AC convenience outlet for the occasional operation of test equipment shall be provided by WIN at no cost to Customer. WIN will provide Customer with electrical power as set forth in the proposal, as required for the Customer Equipment at each switch site; however, Customer shall be responsible for all costs associated with: (i) adding or modifying AC electrical units, (ii) termination of negative forty-eight (48) volt DC circuits, and (iii) installation of Customer apparatus needed to power the Customer Equipment, subject to WIN's prior approval. Forty-eight (48) volt circuits shall be served from WIN's forty-eight (48) volt battery strings during periods of commercial power failure and generator testing. Customer will provide such information regarding power needs as may be reasonably requested by WIN, including, but not limited to, required leads and fuse capacity.

4. **Documents Incorporated by Reference; Order of Priority.** The proposal and any executed addendum or modification to this Schedule are incorporated and made a part hereof as if fully set forth herein. With respect to the Colocation Services only, in the event of any conflict or inconsistency between the Terms and Conditions and this Schedule, the provisions of this Schedule shall control. In the event of any conflict between the provisions of this Schedule and the documents incorporated by reference in this Schedule and the Terms and Conditions, the documents will govern in the following order and priority: (i) proposal, (ii) applicable third party terms and conditions, (iii) this Schedule, (iv) the Terms and Conditions, and (v) the AUP and Privacy Policy.

5. **Termination; Remedies.** The rights and remedies described in Section 10 of the Terms and Conditions shall apply in the event of a material breach of this Schedule. In addition to such rights and remedies, in the event of a material breach of this Schedule by Customer, WIN may, without liability and without notice beyond the initial notice required in Section 10 of the Terms and Conditions: (i) suspend or discontinue Colocation Services ordered under any proposal or WIN's performance under this Schedule or the Terms and Conditions, (ii) collect liquidated damages as set forth in Section 11 of the Terms and Conditions, (iii) treat as abandoned, dispose of, or retain and use, free of any rights or claims thereto from Customer or anyone claiming by, through, or under Customer, any or all of the Customer Equipment after Customer has been notified of its material breach and failed to promptly cure such breach, and then only after twenty (20) calendar days prior written notice to Customer, and (iv) restrict Customer's physical and electronic access to the Data Center and Customer Equipment except for the limited purpose of removal of the Customer Equipment after payment in full of any and all amounts owed to WIN. In the event of suspension or discontinuance of Colocation Services due to a material breach by Customer, Customer shall continue to be liable for all fees and charges for any Colocation Services that are still in use by Customer and, in addition to all other fees due and payable, agrees to pay WIN's then-current reinstallation fee. WIN shall have no liability for any damages that Customer may incur as a result of any suspension or discontinuance of Colocation Services. Notwithstanding the foregoing, all of Customer's rights with respect to the Colocation Services shall be terminated during any period of suspension. Further, in the event Customer terminates this Schedule for any reason other than for cause, Customer shall pay WIN the liquidated damages as set forth in Section 11 of the Terms and Conditions; Customer shall pay to WIN an amount equal to one hundred percent (100%) of the MRCs remaining for the terminated Colocation Services, regardless of whether usage falls below fifty percent (50%) of the original contracted rate. Each remedy of WIN as provided for in this Section 5 shall be cumulative and concurrent and shall be in addition to every other remedy provided for in this Schedule or the Terms and Conditions.

6. **Indemnification.** IN ADDITION TO THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN SECTION 12 OF THE TERMS AND CONDITIONS, CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD WIN HARMLESS FROM AND AGAINST ANY AND ALL LOSSES RESULTING FROM OR ARISING OUT OF ANY CLAIM BROUGHT BY OR AGAINST WIN ALLEGING (I) ANY DAMAGES ARISING FROM THE CUSTOMER EQUIPMENT, CUSTOMER'S BUSINESS OR CUSTOMER'S USE OF THE COLOCATION SERVICES OR CUSTOMER CONTENT, OR (II) ANY DAMAGE OR DESTRUCTION TO A DATA CENTER OR EQUIPMENT, HARDWARE, SOFTWARE, MACHINERY, TOOLS AND DEVICES OWNED, LEASED OR LICENSED TO WIN AND LOCATED IN A DATA CENTER OR ON THE CUSTOMER'S PREMISES (COLLECTIVELY, "WIN EQUIPMENT") OR THE EQUIPMENT OF ANY OTHER WIN CUSTOMER BY CUSTOMER OR ITS REPRESENTATIVES OR DESIGNEES.

7. **Confidentiality.**

include, but is not limited to, this Schedule and the Terms and Conditions, physical security systems, specialized recovery equipment, audit and security reports, server configuration designs, technical and financial plans and information, strategic information, specifications, drawings, prices, costs, customer names or information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, the disclosing party and also includes the fact that such information has been provided. Confidential Information does not include any information: (i) publicly disclosed by the disclosing party; (ii) the disclosing party authorizes the receiving party in writing to disclose without restriction; (iii) the receiving party already knows at the time it is disclosed, without an obligation to keep it confidential; (iv) the receiving party lawfully obtains from any source other than the disclosing party, provided that such source lawfully disclosed such information; and (v) independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

- b. Protection of Confidential Information - Each party shall: (i) maintain the confidentiality of the Confidential Information of the other party; (ii) use the same care to prevent disclosure of the Confidential Information of the other party to third parties as it employs to avoid disclosure, publication, or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care; and (iii) use the Confidential Information of the other party solely for the purposes of performing its obligations under this Schedule.
 - c. Disclosure - Each party may disclose Confidential Information of the other party to its employees, officers, agents, and subcontractors who have: (i) a need to know such Confidential Information in order to perform their duties; and (ii) a legal duty to protect the Confidential Information. The receiving party assumes full responsibility for the acts and omissions of its employees, officers, agents, and subcontractors with respect to such Confidential Information. In the event of any disclosure or loss of Confidential Information, the receiving party shall notify the disclosing party as soon as possible, as permitted by applicable law.
 - d. Injunctive Relief - Each party acknowledges that any breach of any provision of this Section 7 by either party, or its employees, officers, agents, or subcontractors, may cause immediate and irreparable injury to the other party, and in the event of such breach, the injured party shall be entitled to seek and obtain injunctive relief to the extent provided by a court of applicable jurisdiction, without bond or other security, and to any and all other remedies available at law or in equity.
 - e. Return of Confidential Information - Unless it is expressly authorized by the disclosing party, the receiving party shall promptly return or destroy, at the disclosing party's option and request, any Confidential Information received from the disclosing party, including materials prepared in whole or in part based on such Confidential Information to the extent it contains Confidential Information, and all copies thereof.
8. **Miscellaneous.** (a) Survival: In addition to the provisions noted in Section 16(j) of the Terms and Conditions, Sections 6 and 7 of this Schedule shall survive after the Schedule ends; (b) Independent Contractor: Neither this Schedule nor any actions in the fulfillment of this Schedule or provision of Colocation Services hereunder will create a partnership or joint venture between Customer and WIN. Further, neither party shall have the right to bind the other; (c) Effect: Other than as amended by the additional terms and conditions for Colocation Services set forth herein, the Terms and Conditions shall remain unchanged and in full force and effect. For the avoidance of doubt, the provisions herein are in *addition to*, and not in lieu of, the Terms and Conditions.

Representative:Anthony Billera

Representative Phone:706-428-2283

CUSTOMER INFORMATION	
Customer Name:City Hall	Tax Exempt Status:
Federal Tax ID or SS Number:	EMR: \$1,600.00
Billing Address:300 W WAUGH ST	Years In Operation:
	Number Of Employees:
City:DALTON	
State:GA	Business Structure:
Zip: 30720-3143	Nature Of Business:

PARENT COMPANY (If Applicable)	
Company Name:	
Address:	
City:	State: Zip:

CUSTOMER CONTACT INFORMATION	
Contact Name:Darin Waldrop	AP Contact Name:
Contact Phone:(706) 278-9500	AP Contact Phone:
Contact Fax:(706) 529-2506	AP Contact Fax:
Contact Email:dwaldrop@daltonga.gov	AP Contact Email:
Principal/Partner/Officer Full Name:	Title:

BANK REFERENCE	
Bank Name:	
Address:	Bank Contact Name:
City:	Bank Contact Phone:
State:	Bank Contact Fax:
Zip:	Account Number:

TRADE REFERENCES				
Vendor	Account Number	Phone	Fax	Contact
1.				
Address:				
2.				
Address:				
3.				
Address:				
Current Local Telco:		Current LD Carrier:		

Authorization	Accepted By Customer
I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Company, and its affiliates to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the customer applying for credit has the financial ability and willingness to pay for all invoices with established terms.	Signature:
	Printed Name:
	Title:
	Date:

Private Line Jurisdictional Traffic Certification

Customer Name: _____

Customer Address: 300 waugh St Dalton, GA 30720

Contact Person: Darin waldrop

Contact Person's Telephone Number: 706-278-9500

Customer represents and verifies that:

1. The amount of traffic routed over leased private line circuit(s) or similar type services (circuits, Virtual Private Network (VPN), Virtual LAN Service (VLS), Business Data, TDM, Frame Relay, etc) represent:

Please check one of the boxes below

☒ Intrastate Services – If the end points of the circuit(s) are in the same state and at least 90% of the traffic stays within the same state the service is considered “intrastate” or if the services are used within a state (excluding internet usage and long distance calls). Example includes: bank connects ATMs to a centralized location and FX lines within the state.

☐ Interstate services – If the end points of the circuit(s) are in different states or more than 10% of the traffic crosses a state boundary the service is considered “interstate”. Example includes: a circuit from a manufacturing plant in one state to a main office in another state.

☐ Some circuits that the Customer purchases carry 10% or less interstate traffic and some circuits that Customer purchases carry more than 10% interstate traffic. If your circuits are mixed, please provide a list of circuits IDs and whether they are intrastate or interstate. The circuit listing should be sent to wci.regulatory@windstream.com

☐ The circuits are exempt from federal Universal Service Surcharges (“FUSF Surcharge”) because you are a wholesale customer who files your own form 499 report.

2. Customer acknowledges that the Company may in its sole discretion provide a copy of this certification to the Universal Service Administrator, the FCC, or an authorized auditor.
3. Customer acknowledges that the Company's determination of applicability of a FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event the Company exempts Customer from the payment of the FUSF Surcharges based upon the information, representations and certifications contained in this Certification, and the Company thereafter determines that Customer provided incorrect information, then the Company may bill Customer, and Customer will pay, the FUSF Surcharges that were not billed, plus applicable late fees. Accordingly, if Customer does not provide accurate or timely information to the Company, Customer may be responsible for payment of the FUSF Surcharge. Furthermore, Customer agrees to indemnify and hold harmless the Company from any and all claims arising from any breaches of the information, representations or certifications made hereunder.
4. If, at any time, the Customer's information changes, Customer will notify the Company within thirty (30) calendar days by completing and submitting a new certification form to the Company.

The individual named below is duly authorized by Customer to make the representation and certifications contained herein on behalf of Customer.

CERTIFICATION

I certify that the representations above are true and accurate.

By: _____

Name (Print): Darin waldrop

Title (Print): _____

Date: _____

Please Return this page to:

Windstream Communications
4001 Rodney Parham Road
Mail Stop: 1170 B1F212-12A
Little Rock, Arkansas 72212
ATTN: PL Certification

OR

Email to: wci.regulatory@windstream.com