

## ADDENDUM TO AGREEMENT

THIS ADDENDUM ("Addendum") is entered into between Windstream and City of Dalton ("Customer") and amends the Service Agreement identified by Quote Number 2340427 ("Agreement") between Windstream and Customer ("Parties").

The Agreement shall be deemed amended as follows:

**Term.** Notwithstanding anything to the contrary in the Agreement, Windstream and Customer hereby agree that the Term of the Agreement shall be twelve (12) months, with four (4) optional twelve (12) month Renewal Terms, not to exceed five (5) years as directed in O.C.G.A. 20-2-506.

**Rate Increases.** Windstream and Customer agree that notwithstanding anything to the contrary in the Agreement, during the Term of the Agreement Windstream will not increase Customer's monthly recurring charges for the Services being provided under the Agreement (or, in the case of long-distance services, the per minute charge for the such services). The foregoing right shall not apply to changes to, additions of and/or increases in TDM access, all permissible taxes, surcharges, fees and assessments that apply to the Services.

**Auto-Renew.** The second sentence in Section 1 of the Agreement (Term and Renewal) is replaced by the following: Upon expiration of the Term, this Agreement will automatically renew for successive month to month terms (each, a "Renewal Term") at the rates in effect prior to expiration of initial Term for the first six (6) Renewal Terms, and thereafter at WIN's then current monthly rates for the Services."

**Chronic Outages.** The Windstream Data Products Service Level Agreement ("SLA") of the Agreement is hereby revised to include the following new provision: "Customer shall have the right to terminate the Agreement as to a particular Service location only, in the event of any Chronic Service Quality Problem (as hereinafter defined) upon thirty days written notice to Company. As used herein, the term "Chronic Service Quality Problem" shall mean: any one Service Outage (as defined in the SLA) lasting more than 24 hours at a particular Service location or (ii) 3 (three) or more Service Outages at a particular Service location, with each Service Outage lasting at least thirty continuous minutes, in any 30-day period. For the purpose of applying this provision, Customer must document in writing (through the opening of a trouble ticket) or a general outage ticket number the Service Outage with Windstream as soon as Customer becomes aware of the problem. In the event of a Service location specific termination for a Chronic Service Quality Problem, Customer only shall be responsible for the payment of charges for the Service incurred prior to the termination date at the particular Service location.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

<b>City of Dalton (Customer)</b>	<b>Windstream (and its affiliates)</b>
_____ AUTHORIZED REP. (PRINTED NAME):	_____ AUTHORIZED REP. (PRINTED NAME):
_____ SIGNATURE:	_____ SIGNATURE:
_____ TITLE:	_____ TITLE:
_____ DATE:	_____ DATE: