

**Planters Communications, LLC**  
**GENERAL TERMS AND CONDITIONS w/NETWORK ACCESS SUPPLEMENT**

**1. Provision of Services.** Subject to all terms and conditions of this Agreement: **a.** Planters Communications, LLC ("PCOM") shall provide to the Customer those Services specified in the Service Order incorporated herein ("Services"), commencing upon the date PCOM notifies Customer that the Services are available for Customer's use ("Customer Acceptance Date") and continuing throughout the Term of this Agreement. **b.** Customer shall pay for Services as provided in the Service Order upon invoice from PCOM. PCOM may, at its election, provide any additional services required for installation or use of Services, and Customer agrees to pay all rates and charges for such additional services upon invoice from PCOM.

**2. Term.** The term of this Agreement (the "Term") shall commence as of the date PCOM accepts Customer's offer to purchase Service(s) as specified in Section 3 below (the "Effective Date"), and shall continue for the duration of time set forth in the Service Order (the "Initial Term"), subject to renewal as set forth herein. Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically revert to a Month-to-month basis, unless a party has delivered to the other party written notice to the contrary at least thirty (30) days prior to the end of the term. If no term is specified on the Service Order, the Initial Term of this Agreement shall be deemed to be thirty (30) days.

**3. Service Ordering.** Customer shall offer to purchase Service(s) by executing completed Service Order(s). PCOM shall be deemed to have accepted such offer upon PCOM's execution thereof.

**4. Upgrades to Service Orders.** **a.** From time to time during the Term, Customer may elect to purchase additional quantities of, or functionally enhanced versions of, Services ("Upgrades"). In such event, at Customer's election, and subject to PCOM's approval and acceptance thereof, Customer may upgrade the Service Order through execution of an "Upgrade Service Order" which sets forth, in addition to any other information required to be set forth in a Service Order, the functionally enhanced versions of Services to be provided thereunder (or where Customer seeks additional quantities of existing Services, the total amount of such Services to be provided to Customer). **b.** Upon PCOM's execution of an Upgrade Service Order, such Upgrade Service Order shall be deemed to terminate the prior Service Order without liability to Customer for any early termination charges. Customer acknowledges that Customer shall remain liable for all charges associated with Services actually provided during the term of such terminated Service Order (including any charges for additional services required for installation or use of such Services).

**5. Credit Approval and Deposits.** Customer will provide PCOM with credit information regarding Customer as requested, and delivery of Services is expressly made subject to credit approval. PCOM may require Customer to make a deposit (which will not exceed Customer's estimated charges for all Services for two months) as a condition to PCOM's acceptance of the Service Order, or as a condition to PCOM's continuation of Services. The deposit will be held by PCOM as security for payment of Customer's charges, and, in PCOM's sole discretion, may be applied against any past-due charge (and Customer may be required to replenish such deposit). Upon termination of the Agreement, the amount of the deposit then remaining will be credited to Customer's account and any remaining credit balance (if any) will be refunded to Customer. Customer shall not receive the benefit of any interest earned on said deposit.

**6. Rates and Charges.** Rates and charges for Service(s) shall be set forth in the Service Order. Charges for additional services required for installation or use of such Service(s) shall be at PCOM's then-current charges for same. Billing to Customer for recurring charges with respect to a given Service(s) will commence on the Customer Acceptance Date for such Service(s). All other charges for Services or additional Services may be billed at the times designated by PCOM.

**7. Payment.** PCOM shall invoice Customer on a monthly basis; provided, however, that PCOM may invoice Customer for nonrecurring charges for the Services, or for additional services, at any time. Billings for partial months are prorated based on a calendar month. Customer shall pay all amounts set forth on an invoice no later than the due date set forth thereon or, if no due date is set forth thereon, within thirty (30) days after the date of invoice. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full. Customer agrees to pay PCOM its reasonable expenses, including attorney and collection agency fees, incurred in enforcing PCOM's rights under the Agreement.

**8. Disputed Invoices.** In the event Customer disputes any portion of a PCOM invoice, Customer shall pay the undisputed portion of the invoice by the date the same is due, and shall submit to PCOM a written claim for the disputed amount, which sets forth with specificity Customer's grounds for such dispute. All claims must be submitted to PCOM within sixty (60) days of receipt of the invoice for those Services. Customer waives the right to dispute any charges not disputed within such sixty (60) day period. In the event that the dispute is resolved against Customer shall pay such amounts plus interest at the rate referenced in, and calculated in accordance with, Section 7 above.

**9. Taxes.** Customer will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Service(s) and required by applicable law to be passed through to Customer, including, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes or federal or state universal services charges (collectively, "Applicable Taxes"). If a Party is entitled to an exemption from any Applicable Taxes, such Party shall be responsible for presenting the other Party with a valid exemption certificate. Both Parties will give effect to any such valid exemption certificate to the extent it applies to any Service(s) billed by a Party to the other Party.

**10. Customer's Use of Service.** Customer shall defend, indemnify, and hold harmless PCOM from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising out of or relating to Customer's use of the Services, including claims resulting from use of the Services by Customer's end users and/or the content of any communications transmitted via the Service(s). Customer shall not cause or permit Customer or Customer's end users to use the Services: (i) to violate, or in connection with any act or omission which violates, any law, rule, regulation or policy of any government authority; (ii) for any unlawful, immoral, invasive, infringing, harassing, defamatory, fraudulent, or obscene purpose; or (iii) in a manner that violates PCOM's then-current publicly available policies regarding acceptable use of Service(s). Customer shall pay all charges arising from all use of the Services by Customer's end users, without regard to whether such use was authorized by Customer.

**Planters Communications, LLC**  
**GENERAL TERMS AND CONDITIONS w/NETWORK ACCESS SUPPLEMENT**

**11. Force Majeure.** If either Party shall be prevented from performing any portion of the Agreement (except obligations for the payment of money) by causes beyond its control, including without limitation labor disputes, civil commotion, war, governmental regulations or controls, inability to obtain materials or service(s), casualty to or failure of equipment, software or communications services, or acts of God, such party shall be excused from the performance for the period of the delay and the time of such party's performance shall be extended for a period of time equal to the duration of the conditions causing such delay.

**12. Suspension of Service(s).** a. PCOM may suspend Service(s) without liability if Customer fails to pay a past due balance for charges (other than amounts disputed in accordance with Section 8 above) within seven (7) business days after Customer's receipt of written notice from PCOM of planned suspension of Services, and may continue such suspension until all amounts due are paid in full and Customer has satisfied any applicable credit or deposit requirements of PCOM, or PCOM terminates the applicable Service(s) or the Agreement pursuant to the terms of this Agreement. b. PCOM may immediately suspend Service(s) without liability if Customer violates its obligations under Section 10 above or under the Nondisclosure provisions of this Agreement, and may continue such suspension until any such violation has been cured to the reasonable satisfaction of PCOM, or until PCOM terminates the applicable Service(s), the Service Order or the Agreement pursuant to the terms of this Agreement.

**13. LIMITATION OF LIABILITY.** a. Any other provision of the Agreement to the contrary notwithstanding, the aggregate liability of PCOM to Customer for any losses or damage, whether direct or indirect, arising out of or in connection with the Agreement or the use of any Services or Facilities by Customer or any Customer end user, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed an amount equal to the proportionate fixed monthly charge paid to PCOM by Customer for the Service(s) which gave rise to the liability during the period of time in which the act or omission giving rise to such liability occurred. b. Except for Customer's indemnification obligations under the Agreement, neither party shall be liable to the other party for lost profits or other consequential damages, special damages, general damages, incidental damages, indirect damages, or exemplary or punitive damages, cover damages, or for any claims against such other party by any third party, even if such party was advised of the possibility of same.

**14. DISCLAIMER OF WARRANTIES.** PCOM MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING ANY SERVICES OR FACILITIES, AND PCOM HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES PCOM HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

**15. Assignment.** Customer shall not assign, transfer, or dispose of this Agreement or any of its rights or obligations hereunder without prior written consent of PCOM, which shall not be unreasonably withheld; provided, however, that Customer may assign or transfer this Agreement in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of PCOM.

**16. Notice.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under the Agreement shall be addressed to the individuals identified on the Service Order (at the address designated thereon) or to such other addresses of which the parties have been advised in writing by any of the above-described means.

**17. Governing Law.** This Agreement and the legal relations between the Parties shall be governed by the State of Georgia, without regard to Georgia's conflict of law principles, and the parties agree that any appropriate state or district court located in Fulton County, Georgia, shall have exclusive jurisdiction over any case or controversy arising hereunder, and Customer hereby consents to the personal jurisdiction of all such courts over Customer.

**18. Entire Agreement.** This Agreement, including without limitation the Service Order, Supplement(s), and these General Terms and Conditions, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, and, except as provided herein, may not be amended, modified or altered except by a written instrument duly executed by the parties.

**19. Severability.** Any provision of the Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating the remaining provisions of the Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

**20. Relationship of Parties.** Nothing in the Agreement shall be construed as creating a joint venture or partnership between the Parties. Neither Party has or shall have any authority to bind, assume any obligation for or incur any debt on behalf of the other party in any respect whatsoever.

This Network Access Supplement ("Supplement") is hereby made a part of the Agreement between Planters Communications, LLC ("PCOM") and Customer dated \_\_\_\_\_, 2017, which shall govern the provision of the Services specified in the Service Order to be provided to Customer by PCOM.

Planters Communications, LLC  
GENERAL TERMS AND CONDITIONS w/NETWORK ACCESS SUPPLEMENT

**1. Customer Premises, PCOM Facilities.** a. Customer shall allow PCOM access to the location(s) occupied by Customer, or Customer's end users, to which Services are delivered ("Customer Premises") to the extent reasonably determined by PCOM for the installation, inspection and scheduled or emergency maintenance of Services or Facilities relating to the Services. ("Facilities" are the real or personal property owned or leased by PCOM and used to deliver Services, including, without limitation, terminal and other equipment, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, and private rooms.) PCOM shall notify Customer two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer Premises. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises, and shall ensure that Customer Premises are secure and safe from hazards to the Facilities or to PCOM's employees, agents and contractors. b. Title to all Facilities shall remain with PCOM. PCOM will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, without the prior written consent of PCOM (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, (ii) use any Facilities for any purpose other than that for which PCOM provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Facilities. Anything in the Agreement to the contrary notwithstanding, in no event will PCOM be liable to Customer, or any other person, for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer or third parties provided access to the Facilities by Customer in violation of this Section. Customer agrees (which agreement shall survive the expiration, termination or cancellation of the Service Order) to allow PCOM to remove the Facilities from the Customer Premises (1) after termination, expiration or cancellation of the Services in connection with which the Facilities were used, and (2) for maintenance, repair, replacement or otherwise as PCOM may determine is necessary or desirable from time to time. c. Customer shall defend, indemnify and hold harmless PCOM, and its successors and assigns, against any and all claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by PCOM to the extent that the same arise from Customer's negligence, willful misconduct or failure to perform its obligations under this Section, including without limitation any damage to, or loss of, the Facilities resulting therefrom.

**2. Customer-Provided Equipment.** PCOM may install certain Customer-provided communications equipment at the request of Customer, but PCOM shall not be responsible for the operation or maintenance of any such equipment. PCOM shall have no liability whatsoever with respect to the configuration, management, performance or any other issue relating to such equipment.

**3. Use of PCOM Marks.** Customer shall not use any trademarks, service marks, logos or trade names of PCOM (the "PCOM Marks") in any manner whatsoever without PCOM's express advance written consent. Customer shall not issue any press release, announcement or public statement with respect to the Agreement or PCOM without PCOM's express advance written consent. Customer agrees that it shall only use PCOM Marks in strict compliance with PCOM's instructions. Customer shall defend, indemnify and hold harmless PCOM from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising from or in connection with Customer's breach of this Section. PCOM may revoke any consent granted to Customer to use PCOM Marks, or any other approval granted under this Section at any time and for any reason. Customer's breach of this Section shall be a material breach of the Agreement constituting cause for termination of this Agreement.

**4. Nondisclosure.** a. The parties agree that during the Term of this Agreement as defined in the General Terms and Conditions, a party may receive (the "Receiving Party") Proprietary Information (as hereinafter defined) of the other party (the "Disclosing Party"), and that the Receiving Party shall maintain such information in confidence and not disclose Proprietary Information to any third party or use for any purpose whatsoever, except to the extent required for such party's performance under the Agreement. b. The parties acknowledge that PCOM is subject to legal requirements of disclosure pursuant to Georgia law, including without limitation those legal requirements set forth at Chapter 18 of Title 50 of the Official Code of Georgia Annotated. If a Receiving Party is requested (including without limitation by virtue of a request for information under the Georgia Open Records Act) or required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Proprietary Information of the other party, such Receiving Party shall provide the Disclosing Party with prompt notice of such request(s), requirements or compulsions so that such Disclosing Party may seek an appropriate protective order or other appropriate limitation on such disclosure from an appropriate court or regulatory authority of competent jurisdiction. The parties further agree that, anything in the Agreement to the contrary notwithstanding, such Receiving Party's compliance with such request, requirement or compulsion shall not be deemed a breach of the Agreement. c. For the purposes of this Agreement, "Proprietary Information" shall mean all technical, economic, business, engineering or other confidential information (including Trade Secrets as defined by the Georgia Uniform Trade Secrets act, as amended). Proprietary Information shall not include any information for which the Receiving Party can prove: (i) is, or becomes, public knowledge through no act or failure to act of the Receiving Party; (ii) is publicly disclosed by the proprietor thereof; (iii) is lawfully obtained without obligations of confidentiality by the Receiving Party from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) is independently developed by the Receiving Party from sources, or through persons, that the Receiving Party can demonstrate had no access to Confidential Information of the Disclosing Party; or (v) is lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by the Disclosing Party. d. The Receiving Party acknowledges that, upon the breach or threatened breach by the Receiving Party of any provision contained in this Section, the Disclosing Party will be without an adequate remedy at law, and would suffer or be threatened with irreparable injury, and that the Receiving Party shall have the right to obtain immediate injunctive relief against the Receiving Party, in addition to all other remedies hereunder, in equity and at law. This Section shall survive expiration or termination of the Agreement for any reason whatsoever, and the Receiving Party's obligations under this Section shall continue (i) with respect to Proprietary information of the Disclosing Party which also constitutes "trade secrets", as that term is defined by applicable law, until such time as such information no longer constitutes a trade secret due to no fault of the Receiving Party, and (ii) with respect to all other Proprietary Information, for a period of eighteen (18) months after the expiration or termination of the Agreement.

**5. Termination by PCOM.** PCOM may, by sending written notice of termination to Customer with termination effective as of the date such notice is given, terminate the Agreement, all without liability, in the event that: a. any amounts due and owing by Customer (other than amounts disputed in accordance with Section 8 of the General Terms and Conditions) remain unpaid sixty (60) days after the date such amounts were first due; b. Customer (i) suspends its business operations; (ii) becomes insolvent, (iii) makes a general assignment for the benefit of creditors, or (iv) files (or has filed against it) a petition in bankruptcy; c. Customer's use of Services materially exceeds Customer's credit limit and/or then-current deposit balance, unless (i) within five (5) business days' written notice thereof by PCOM, Customer provides adequate security for payment for Services, or (ii) prior to materially exceeding such credit limit, Customer has provided to PCOM adequate security for payment for Services; d.

**Planters Communications, LLC**  
**GENERAL TERMS AND CONDITIONS w/NETWORK ACCESS SUPPLEMENT**

anything in this Agreement to the contrary notwithstanding, Customer breaches Section 10 of the General Terms and Conditions, or Customer's end users use Service(s) in a manner described at subsection (i), (ii), or (iii) of Section 10 of the General Terms and Conditions, more than three (3) times in any one hundred eighty (180) day period during the term applicable to such Services; e. PCOM is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Service(s); or f. changes in applicable law, regulation, decision, rule or order materially increase the costs to PCOM of, or materially affects other terms of PCOM's delivery of Service(s), and PCOM and Customer are unable to reach agreement respecting new rates, terms and/ or conditions regarding such Service(s) within thirty (30) days after PCOM's delivery of written notice requesting renegotiation thereof.

**6. Termination by Either Party.** In addition to any other right of a party to terminate the Agreement, a party may, by sending written notice of termination to the breaching party with termination effective as of the date such notice is given, terminate the Agreement in the event such party believes the other party has committed a material breach of any obligation undertaken in the Agreement, provided that such non-breaching party has first delivered written notice of such breach to the other party, and (i) if the breach arises other than under Sections 1, 7 or 10 of the General Terms and Conditions or Section 4 of this Supplement, thirty (30) calendar days have passed since receipt of said notice and the breaching party has not cured such breach, (ii) if the breach arises under Sections 1, 7 or 10 of the General Terms and Conditions or Section 4 of this Supplement, five (5) calendar days have passed since receipt of said notice and the breaching party has not cured such breach.

**7. Termination by Customer.** a. Customer may terminate the Agreement prior to the end of the Term therefor without payment of any applicable termination charge if: (i) any Service is Unavailable (as defined below) on two or more separate occasions of more than three (3) hours each in any thirty (30) day period, or (ii) such Service is Unavailable for more than twelve (12) hours (measured in the aggregate) at any time within any one hundred and twenty (120) day period. For purposes of the foregoing, "Unavailable" shall mean a total interruption in any Service specified in the Service Order, except for any interruption, which is an Excused Outage. The duration of any interruption will commence when PCOM first detects or is made aware of such interruption of a Service and will end when the Service first ceases to be fully interrupted. Customer must exercise its right to terminate the Agreement under this Section, in writing, within thirty (30) days after the occurrence, which gave rise to a right of termination hereunder. "Excused Outage" means an interruption, outage, unavailability, delay in provision of, or other degradation of, Service caused by (x) scheduled maintenance events of which Customer receives prior notice, (y) actions or inactions of Customer or Customer's end users, or failure of Customer-provided power or equipment, or (z) an event of force majeure as defined in Section 11 of the General Terms and Conditions. b. In addition to any other right of Customer to terminate the Agreement hereunder, Customer may terminate the Agreement prior to the end of the Term thereof upon thirty (30) days' prior written notice to PCOM, subject to payment to PCOM, in addition to any other charges incurred by such Customer in connection with such Service Order, of the Termination Charge set forth in Section 9 below.

**8. Effect of Termination.** Upon termination or expiration of the Agreement for any cause whatsoever: (a) all obligations of PCOM under the Agreement shall immediately terminate; provided, however that each party's respective obligations under Sections 4 hereof and Customer's defense and indemnification obligations shall survive the termination or expiration of the Agreement; and (b) all payment obligations of Customer under the Agreement with respect to such terminated Service(s) (including any obligations to pay a Termination Charge in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable.

**9. Termination Charge.** Upon termination of the Agreement by PCOM pursuant to Sections 5(a), 5(b), 5(c), 5(d) or 6 hereof, or by Customer for any reason other than pursuant to Sections 6 or 7(a) hereof, PCOM may, in addition to all other remedies that may be available to PCOM at law or in equity, assess and collect from Customer, and Customer shall pay, a Termination Charge equal to the sum of (i) all credits or waivers of charges applied to Customer's account from the Effective Date to the date of termination; and (ii) an amount equal to one-hundred percent (100%) of the contracted rate stipulated on the Service Order for month's 1-12 of the then-current Term, plus an amount equal to sixty percent (75%) of the contracted rate stipulated on the Service Order for month's 13-24 of the then-current Term, plus an amount equal to forty percent (50%) of the contracted rate stipulated on the Service Order for month's 25-36 of the then-current Term, plus an amount equal to twenty-five percent (25%) of the contracted rate stipulated on the Service Order for each month remaining in the then-current Term, as liquidated damages and not as a penalty.

**10. Effect of Tariffs.** With respect to those Service(s) offered under PCOM's Tariff(s), the Agreement is subject to and controlled by the provisions of the Tariff, and any changes to said Tariff that may be made from time to time. Such Tariff provisions and changes shall control over any conflicting provisions of this Agreement. "Tariff(s)" means the tariff or tariffs covering some or all of the Service(s) filed by PCOM with the Georgia Public Service Commission or other similar regulatory bodies from time to time and in effect during the Term of this Agreement.

**SERVICE ORDER No. \_\_\_\_\_**  
**TO THE**  
**GENERAL TERMS AND CONDITIONS w/NETWORK ACCESS SUPPLEMENT**  
**Between**  
**PLANTERS COMMUNICATIONS, LLC (“PROVIDER”)**  
**And**  
 \_\_\_\_\_ **(“CUSTOMER”)**

This Service Order is executed \_\_\_\_\_, 2017 (“Service Order Effective Date”) and incorporates the General Terms And Conditions w/Network Access Supplement (“Agreement”) dated \_\_\_\_\_, 2017 by and between Provider and Customer. Except as specifically modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**CUSTOMER INFORMATION:**

<b>Order Type:</b>	New	<b>Prepared For:</b>	_____
<b>Term:</b>	<u>72</u> -Months	<b>Contact:</b>	_____
		<b>Account:</b>	_____

Invoicing Address: \_\_\_\_\_  
 Invoicing Special Instructions: Attn: \_\_\_\_\_  
 Customer Federal Tax ID#: \_\_\_\_\_

**1. SITE-SPECIFIC INFORMATION**

**Service Location 1 (Address):** \_\_\_\_\_  
 Service Location Latitude/Longitude or Service Location Name *(for purposes of identification)*:

**Service Location 2 (Address):** \_\_\_\_\_  
 Service Location Latitude/Longitude or Service Location Name *(for purposes of identification)*:

Service Location Special Instructions:

**Contact Information.** To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Information	Provider Information
Customer Name:	Provider Name: Planters Communications, LLC
Street Address:	Street Address: 100 Ogeechee Street
Contact:	Contact: Stephen D. Milner
City/State/Zip:	City/State/Zip: Newington, GA 30446
Business Phone Number:	Business Phone Number: (912) 857-4411
Business Fax Number:	Business Fax Number: (912) 857-3704
E-mail Address:	E-mail Address: sdmilner@planters.net

Planters Communications, LLC  
 GENERAL TERMS AND CONDITIONS w/NETWORK ACCESS SUPPLEMENT

2. **SERVICES.** Provider shall provide the following Services and equipment and Customer agrees to pay the fees and charges set forth below:

**Description:** Customer provided Data Services, 1) one internet circuit providing up to 100Mbps of non-metered, symmetrical internet access over fiber facilities, for the sole use by Effingham County, 2) 900 Mbps internet access for public Wi-Fi service. Customer is responsible for providing any necessary power connections, poles, and Wi-Fi equipment to PCOM's demark, and or access points within the park facility.

The procurement of these products and services will be dependent on the following conditions: Availability of network and facilities at location over the next 72 month term.

Internet service for customer and public at stated location

**Prepared By:** Stephen Milner  
 912-857-4414  
[sdmilner@planters.net](mailto:sdmilner@planters.net)

Offered pricing: promotion rate

3. **RATE SCHEDULE.** The basis of the fees and charges associated with the Services are set forth below:

One-Time setup Charges	Quantity	Unit Price	Cost USD
NRC Setup Charges	1	\$0.00	\$0.00

Monthly Service Charges	Quantity	Unit Price	Cost USD
Voice Service	0 Mbps		\$0.00
B1 voice lines	0	\$0.00	\$0.00
Long distance rate per minute		\$0.05	\$0.00

Monthly Service Charges	Quantity	Unit Price	Cost USD
Mbps Internet Bandwidth on 1GE port	100+900 Mbps		\$500.00
Third Party cabling surcharge	0	\$0.00	\$0.00
Additional IP addresses request	available	\$5.00	\$0.00
Transport 10Gbps		\$0.00	\$0.00
<b>Total Monthly Recurring Services Charges</b>		<b>Subtotal</b>	<b>\$500.00</b>


**Additional Terms:**

4. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the Customer Acceptance Date and shall continue for a period of 72 months ("Initial Term"). Upon expiration of the Initial Term, this Service Order shall automatically renew on a month-to-month basis until either Party terminates this Agreement by giving thirty (30) days prior written notice to the other Party.

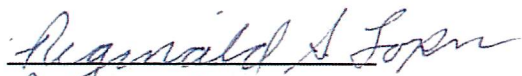
5. **CONFIDENTIALITY.** Each party hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by a Party to the Agreement and/or its agent or representative, the non-disclosing party shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief, and the non-disclosing party shall have the option of terminating this Service Order, other related Service Orders and/or the Agreement.
6. **ENTIRE AGREEMENT.** The terms and conditions of the Agreement will remain in full force and effect, except as modified by this Service Order. Except for the terms governing indemnification and limitation of liability, in the event of any conflict between the provisions of this Service Order and the provisions of the Agreement, the provisions of this Service Order shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Agreement. If this is marked as a "Change" order in Section 1 above, then this Service Order supersedes and replaces any and all other Service Orders, either oral or written, regarding the specific Service Locations. This Service Order may not be amended except by a written agreement signed by both Parties. The persons signing on behalf of their respective Party below represent that he/she has full authority to bind their respective Party to the terms and conditions of this Service Order. This Service Order will not be binding upon either Party until signed by an authorized representative of each respective Party.

**NOW THEREFORE**, the Parties agree to the terms and conditions included within this Service Order and hereby execute this Service Order by their duly authorized representatives, as of the Service Order Effective Date.

**PLANTERS COMMUNICATIONS, LLC:**

By:   
Name: Stephen Milner  
Title: CEO  
Date: 3/20/2018

**CUSTOMER:**

By:   
Name: Reginald S. Loper  
Title: Vice Chairman  
Date: 03/20/2018

**ADDENDUM TO COUNTY MULTI-YEAR CONTRACT,  
LIMITATIONS AND ANNUAL APPROPRIATIONS**

This Addendum is made a part of and incorporated into the Contract between The Board of Commissioners of Effingham County, Georgia (“County”) and Planters Communications, LLC (“Planters”), dated \_\_\_\_\_, as follows:

1. Notwithstanding anything to the contrary contained herein, this Contract shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. '36-60-13, the provisions of which are incorporated herein. The contract shall be automatically renewed for one (1) year terms unless County gives notice of non-renewal not later than sixty (60) days prior to the expiration of any renewal term.

2. The total maximum contract obligations for the fiscal year 2017 shall be \$\_\_\_\_\_. The maximum contract amount for fiscal years 2018, 2019, 2020, and 2021 shall be \$\_\_\_\_\_ and for fiscal year 2022 shall be \$\_\_\_\_\_. The total combined maximum annual payments over the six (6) year term is \$\_\_\_\_\_. Contracts under O.C.G.A. '36-60-13 and contracts of the County under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia in any fiscal year, excluding Guaranteed Energy Savings Contract, shall not exceed in an amount equal to 7.5% of the total local revenue collected for maintenance and operation of County in the most recently completed fiscal year.

3. This Addendum shall be deemed to obligate County only for those sums payable during the current fiscal year of execution or in the event of renewal by County for those sums payable in the individual fiscal year renewal term, fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.



4. To the maximum extent permitted under applicable law and, in that regard, County and Planters expressly acknowledge and agree that this Contract shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of this Contract shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

5. Any portion of the Contract regarding indemnification apply only to the extent permitted by law, and any applicable case law, including under CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688.

6. Further, County is obligated only to make such payments as may lawfully be made from funds budgeted and appropriated for that purpose during County's then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay the Contract following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term.

Except as modified hereby, the Schedule, and the terms and provision of the Contract, are and shall remain in full force and effect and, except as modified hereby, the rights and obligations of the parties are not modified or affected in any way.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

**PLANTERS COMMUNICATIONS, LLC**

By:   
\_\_\_\_\_  
Stephen Milner  
Its: CEO

**BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA**

By: Reginald S. Loper  
Reginald S. Loper  
Its: Vice Chairman

Attest: S. Johnson  
Stephanie Johnson  
Its: County Clerk

## Mutual Non-Disclosure Agreement

This MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Planters Rural Telephone Cooperative, Inc., a Georgia telephone cooperative ("Planters") and \_\_\_\_\_, a \_\_\_\_\_, with reference to the following:

WHEREAS, the parties are discussing a potential transaction relating to \_\_\_\_\_ ("Potential Transaction") and in connection therewith each party may receive from the other party certain Confidential Information (as hereinafter defined);

WHEREAS, as a condition precedent to each party's receipt of Confidential Information, each party requires execution and delivery of this Agreement by the other party.

NOW, THEREFORE, in consideration of the above and the mutual promises herein contained, the parties hereto agree as follows:

1. Confidential Information. "Confidential Information" means any information which is made available to a party (the "Receiving Party") by the other party or any of its affiliates or its or their officers, directors, employees, agents, accountants or attorneys (each a "Disclosing Party") before or after the date hereof, and includes without limitation: (i) business plans, customer information, project information, technical information, financial analysis, forecasts and structures, revenue, pricing, trade secrets, formulas, data, inventions, techniques, products, product designs, and strategies, and other business and technical information, whether in oral, written, graphic, or electronic form; (ii) compilations and analyses prepared by any Disclosing Party that include such information; and (iii) the nature, terms, conditions or other facts respecting any discussions between the parties regarding the Potential Transaction (including their existence and status).

### 2. Use of Confidential Information.

(a) The Receiving Party shall handle, use, treat and utilize such Confidential Information as follows:

- (1) hold all Confidential Information received from the Disclosing Party in strict confidence;
- (2) use such Confidential Information only for the purpose of (i) evaluating the possibility of forming a joint business relationship or other commercial arrangement between the parties concerning such Confidential Information, and (ii) if and when such relationship is formed by a written agreement, furthering the purpose and intent expressly stated in such written agreement;
- (3) reproduce such Confidential Information only to the extent necessary for such purpose;
- (4) restrict disclosure of such Confidential Information to its officers, directors, employees, affiliates, investors, advisors, contractors and consultants ("Representatives") with a need to know (and advise such Representatives of the obligations assumed herein); and
- (5) except as provided herein, not disclose such Confidential Information to any third party without prior written approval of such Disclosing Party.

(b) The restrictions on the Receiving Party's use and disclosure of Confidential Information as set forth above shall not apply to any Confidential Information which the Receiving Party can demonstrate:

- (1) is wholly and independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party; or
- (2) is or has become generally available to the public without breach of this Agreement by the Receiving Party; or

- (3) at the time of disclosure to the Receiving Party, was known to such Receiving Party to be free of restriction as evidenced by documentation in the Receiving Party's possession; or
- (4) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.

3. Protective Order. If the Receiving Party is not subject to the Georgia Open Records Act and becomes legally compelled to disclose any Confidential Information, it shall provide the other party with prompt prior written notice so that the other party may seek a protective or other appropriate remedy. If such remedy is not obtained, the Receiving Party shall:

- (a) furnish only that portion of the Confidential Information which, in accordance with the advice of its own counsel, is legally required to be furnished, and
- (b) exercise reasonable efforts to obtain assurances that confidential treatment will be accorded the Confidential Information so furnished.

4. Open Meetings; Open Records Act. If the Receiving Party is subject to the Georgia Open Meetings Act and/or the Georgia Open Records Act:

- (a) if any public meetings are required to discuss the Potential Transaction, Confidential Information shall be discussed only in executive session or other session in which the public is barred from participation, to the extent permitted by law; and
- (b) the Receiving Party shall take all actions permitted to be taken by law to protect Confidential Information from disclosure under the Georgia Open Records Act. If the Receiving Party determines that it is legally compelled to disclose Confidential Information pursuant to the Georgia Open Records Act, the Receiving Party will promptly notify the Disclosing Party of such planned disclosure, and will disclose only the minimum amount of such information as is legally required; and
- (c) the Receiving Party agrees that Confidential Information provided to Receiving Party is required by law, regulation, bid, or request for proposal to be submitted to the Receiving Party under O.C.G.A. § 50-18-72(a)(34), and any Confidential Information that qualifies as a trade secret under the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, will be subject to O.C.G.A. § 50-18-72(a)(34).

5. Return of Confidential Information. All materials containing Confidential Information (including all copies made by the Receiving Party) shall be returned to the Disclosing Party or destroyed immediately upon termination or expiration of this Agreement, or upon notice from the Disclosing Party. Upon request of the Disclosing Party, the Receiving Party shall certify in writing that all materials containing such Confidential Information (including all copies thereof) have been returned, erased or destroyed by the Receiving Party.

6. Term. This Agreement shall become effective on the date set forth above and shall remain in effect for a period of five (5) years from the date of the last disclosure of Confidential Information from one party to another party; provided that with respect to any Confidential Information that constitutes a trade secret under applicable law, the Agreement shall remain in effect regarding such Confidential Information for so long as the Confidential Information remains a trade secret.

7. No Representation or Warranty. The Receiving Party acknowledges that the Disclosing Party is not making any representation or warranty as to the accuracy or completeness of any information furnished (except specifically to the extent and only to such extent as shall be expressly set forth in an executed and delivered definitive agreement). No Disclosing Party or any of its officers, directors, employees, agents or affiliates shall have any liability to the Receiving Party or any other person relating to or arising from the use of the Confidential Information provided by a Disclosing Party.

8. Conduct of Process. Until such time, if any, as the parties enter into a definitive agreement, no contract or agreement or other investment or relationship shall be deemed to exist between the parties

as a result of this Agreement or the disclosure or receipt of Confidential Information pursuant to this Agreement, and this Agreement shall not be construed as creating any obligation on the part of a party to enter into any agreement or relationship with the other party.

9. Intellectual Property Rights. Nothing contained herein grants any rights respecting any intellectual property (whether or not trademarked, copyrighted or patented) or uses thereof.

10. Costs and Expenses. Except as otherwise provided in any other written agreement between the parties, the parties shall bear their own costs and expenses, including without limitation fees of counsel, accountants and other consultants and advisors.


11. Remedies. Either party shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof by the other party, in addition to all other remedies available to such party at law or in equity. No failure or delay by a party in exercising any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof.

12. Venue and Choice of Law. This Agreement is governed by the laws of the State of Georgia without regard to conflict of laws principles. Any suit, action or proceeding arising out of the subject matter hereof, or the interpretation, performance or breach hereof, shall be instituted in any Georgia state court having jurisdiction over the parties hereto and the subject matter hereof or the United States District Court for the Southern District of Georgia (the "Acceptable Forums"). Each party agrees that the Acceptable Forums are convenient to it, and each party irrevocably submits to the jurisdiction of the Acceptable Forums, and waives any and all objections to jurisdiction or venue that it may have regarding any such suit, action or proceeding.


13. Miscellaneous. This Agreement constitutes the entire agreement of the parties relating to its subject matter, and supersedes all prior communications, representations, or agreements, verbal or written. Any amendment to this Agreement must be in writing and signed by both parties. Notices hereunder shall be in writing and be effective when actually delivered. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same original instrument. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other parts of this Agreement shall remain in full force and effect. Neither party may assign or otherwise transfer its rights nor delegate its duties hereunder without the prior written consent of the other party hereto, and any attempt to do so is void.

IN WITNESS THEREOF, the undersigned parties have executed this Agreement as of the date first written above.

PLANTERS COMMUNICATION, LLC

  
\_\_\_\_\_  
By: Stephen Milner  
Its: General Manager

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By:   
Its: Vice-Chairman