



## Commercial Service Order &amp; Agreement v1.11 (7/24/2009)

Account Rep	Joe Bethany	System Address
Phone Number	979-676-3752	
Fax Number	866-670-1295	

Customer Information		Authorized Customer Representative	
Legal Company Name	Williamson County Texas, a political subdivision of the State of Texas	Full Name	Jay Schade, Director of Williamson County ITS
Street Address	1821 SE Inner Loop Rd	Telephone	512-943-1460
City/State/Zip	Georgetown, TX 78626	Fax	
Billing Address	301 SE Inner Loop, Suite 105	Additional Contact	
City/State/Zip	Georgetown, TX 78626	Email Address	
Federal Tax ID		Account Number	
If Bar or Restaurant account, notate occupancy (1-50; 51-100; 101-150; 151-200; 201-300; 301-500; 501+)		Requested Delivery Date: 45 Business Days from Date of Signature	

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Monthly Recurring (video rates subject to no more than 10% annual increases)	One Time Activation & Setup Fees
5 Mbps of Dedicated Internet via Fiber	1	\$1020	60	\$1020	\$0
Totals					

\*download and upload speeds are maximum speeds; they may vary and are not guaranteed

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

For phone customers: change my local and my intrastate and interstate long distance services provider to Suddenlink Communications

Special Conditions (for point to point and multipoint services; , include the addresses of all circuit termination locations)

## Promotion Details

## NOTICE REGARDING 911 SERVICES

While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 service will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing this agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and the Commercial Service Agreement, of which this Service Order is a part; (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above; (v) you agree that all work by Suddenlink or Suddenlink's agent has been performed to your satisfaction as set forth herein; and (vi) **you acknowledge that THIS BUSINESS SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

Customer Authorized Signature

Print Name

Ceguel Communications, LLC dba Suddenlink Communications,  
on behalf of its affiliates providing services hereunder ("Suddenlink")

Print Name

Date

Title

Date

Title

## **Terms and Conditions of Service.**

1. **Payment** Customer shall pay for all monthly service charges, plus one-time set-up, installation and/or construction charges. Suddenlink Communications may change video and music Service prices periodically during the Term of this Agreement. Unless stated otherwise herein, monthly charges for Services shall begin upon Installation of Service, and installation charges, if any, shall be due upon completion of installation. Customer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Customer shall notify Suddenlink Communications of the discrepancy. Following Customer's notification of any discrepancy as to an invoice, Suddenlink Communications must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Customer shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Customer's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice. Any amount not received by the due date shown on the applicable bill will be subject to interest or a late charge at the maximum rate allowed by law. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. No interest shall be paid on deposits.

2. **Service and Installation** Suddenlink Communications shall provide Customer with the Services and Equipment Identified on the first page of this Agreement; provided, however, if Suddenlink Communications determines that Customer's location is not serviceable under Suddenlink Communications' normal installation guidelines, Suddenlink Communications may terminate this Agreement. Customer is responsible for damage to any Suddenlink Communications equipment. Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Suddenlink Communications network, equipment or facilities and/or (b) complies with the applicable Acceptable Use Policies ("AUP") which are incorporated herein by reference. Customer shall use the equipment only for the purpose of receiving the Services. Customer shall not make any connections to the equipment which are not expressly authorized in writing by Suddenlink Communications or permit tampering, altering or repair of the equipment by any person other than Suddenlink Communications' authorized personnel. Unless provided otherwise herein, Suddenlink Communications shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Suddenlink Communications shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish. For Suddenlink Communications Internet Services, bandwidth speed options may vary. Customer may not always receive or obtain optimal bandwidth speeds and Suddenlink Communications network management needs may require Suddenlink Communications to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the Suddenlink Communications AUP and the AUP. The AUPs may be amended from time to time during the Term of this Agreement. Customer's continued use of the Services following an amendment shall constitute acceptance. Suddenlink Communications is not responsible for the networks or facilities of third parties which may be necessary to provide Service. For video and music Services, Suddenlink Communications reserves the right to change channel line-up at any time.

3. **Service Date and Term** This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term set forth on the first page of this Agreement. Suddenlink Communications shall use reasonable efforts to make the Services available by the requested service date. Suddenlink Communications shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.

4. **Customer Responsibilities** Customer is responsible for arranging all necessary rights of access for Suddenlink Communications within the Customer's premises, including space for cables, conduits, and equipment as necessary for Suddenlink Communications-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Suddenlink Communications. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Suddenlink Communications' equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services provided under this Agreement, the Customer, and not Suddenlink Communications, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Suddenlink Communications network.

5. **Equipment** Unless otherwise provided herein, Customer agrees that Suddenlink Communications shall retain all rights, title and interest to facilities and equipment installed by Suddenlink Communications there under and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal Wiring shall not be considered equipment and shall become the property of Customer upon initiation of Service. Suddenlink Communications shall install equipment necessary to furnish the video Services to Customer. Customer shall not modify or relocate equipment installed by Suddenlink Communications or install any other equipment, including servers in connection with data/Internet without the prior written consent of Suddenlink Communications. For Suddenlink Communications-owned equipment, Customer shall, at the expiration or termination of this Agreement, return the equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the equipment is not returned to Suddenlink Communications in good condition, Customer shall be responsible for the value of such equipment. Suddenlink Communications shall repair any equipment owned by Suddenlink Communications at no charge to Customer provided that damage is not due to misuse, abuse or other disaster including acts of God. If additional equipment, including but not limited to, monitors, computers, circuits, software or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.

6. **Resale of Service** Except for Web Hosting, Customer may not resell any portion of the Service to any other party. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

7. **Default** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Suddenlink Communications, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by tariff or applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities. If Suddenlink Communications fails to comply with any material provision of this Agreement, then Customer, at its sole option, may elect to pursue one or more of the following courses of action: (i) terminate this Agreement whereupon only the sums earned and accrued as of the date of Customer's termination shall become due and payable, and/or (ii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity.

8. **IP Address and Domain Name Registration** Suddenlink Communications will allocate IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Suddenlink Communications must be relinquished by Customer upon the expiration, termination or cancellation of this Agreement. IP address shall be subject to the IP policy in the AUP. If Customer requests, Suddenlink Communications will register an available domain name on behalf of Customer, and such registration shall be subject to rules promulgated by the domain name registrar, which may be amended from time to time and are presently posted at Register.com <http://globalpartnernetwork.websidegalaxy.com/servicesagreement.html> or Verisign at [http://www.netsol.com/en\\_US/legal/static-service-agreement.jhtml](http://www.netsol.com/en_US/legal/static-service-agreement.jhtml). Customer is responsible for payment and maintenance of domain name registration.

9. **Termination** The Customer may terminate this Agreement for convenience and without cause or further liability upon sixty (60) days written notice to Suddenlink Communications. In the event of termination, it is understood and agreed that only the amounts due to Suddenlink Communications for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination of this Agreement for convenience. After the initial term, this Agreement shall automatically renew on a month-to-month basis and shall be subject to terms of this Agreement. Any termination by Customer must be in writing.

10. **LIMITATION OF LIABILITY.** SUDDENLINK COMMUNICATIONS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL SUDDENLINK COMMUNICATIONS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE UNLESS CAUSED BY THE NEGLIGENCE OF SUDDENLINK COMMUNICATIONS. SUDDENLINK COMMUNICATIONS SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF SUDDENLINK COMMUNICATIONS. UNDER NO CIRCUMSTANCES WILL SUDDENLINK COMMUNICATIONS BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT. SUDDENLINK COMMUNICATIONS'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER.

11. **Assignment; Successors & Assigns.** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Suddenlink Communications, which consent may be withheld in Suddenlink Communications' discretion. Suddenlink Communications may assign this Agreement and Service may be provided by one or more legally authorized Suddenlink Communications affiliates. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

12. **WARRANTIES** EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND SUDDENLINK COMMUNICATIONS DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. SUDDENLINK COMMUNICATIONS MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

13. **No Indemnification by Customer** Suddenlink Communications acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to Suddenlink Communications; therefore, all references of any kind to Customer indemnifying, holding or saving harmless any other party, including but not limited to Suddenlink Communications, for any reason whatsoever are hereby deemed void and deleted.

14. **Viruses, Content, Customer Information** Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its equipment and software from such matters. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Suddenlink Communications may disclose Customer information to law enforcement or to any Suddenlink Communications affiliate.

15. **Miscellaneous** The Invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules

16. **Regulatory Authority-Force Majeure** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

17. **Software License.** Suddenlink Communications grants Customer a limited, nonexclusive, nontransferable and nonassignable license to install and use as provided herein (i) Suddenlink Communications access software, as well as software from our licensors that Suddenlink Communications incorporates into its access software), (ii) all associated user documentation and (iii) any updates thereto (the "Software"). Customer's use of the Software is governed by these terms and conditions. All rights title and interest to the Licensed Software, including associated Intellectual property rights, are and will remain with Suddenlink Communications and Suddenlink Communications' licensors. Customer may not decompile, reverse engineer, distribute, translate any part of Software. Customer acknowledges that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

18. **Web Hosting Servers.** Suddenlink Communications reserves the right to select the server for Customer's web site for best performance. The Customer understands that the Services provided by Suddenlink Communications may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Customer's web site overwhelms the server and causes complaints from other users, the Customer has outgrown the realm of shared services and will be required by Suddenlink Communications to relocate its web site. If the Customer refuses to comply with this Section, then Suddenlink Communications has the right to terminate the Services. Suddenlink Communications will use reasonable efforts to maintain a full time Internet presence for the Customer. The Customer hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, maintenance equipment failure, natural disaster, acts of God, or human error and Suddenlink Communications shall not be liable to customer for such outages or server downtime.

19. **Digital Millennium Copyright Act.** Suddenlink Communications is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)(3), if you believe that a Web page hosted by Suddenlink Communications is violating your rights under U.S. copyright law, you may file a complaint with Suddenlink Communications' designated agent. Please contact DMCA@Suddenlink.com for information necessary to file your complaint with Suddenlink Communications.

20. **E-Rate Customers.** This paragraph applies only to educational institutions or libraries seeking reimbursement under the Federal Universal Service Fund. Customer shall apply annually to the Schools and Libraries Division, "SLD" for E-Rate funding and Customer shall designate Suddenlink Communications as its provider of Services. Customer shall also provide Suddenlink Communications with all documentation that is in response to all queries, inquiries and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied SLD funding for any reason, Suddenlink Communications may then elect to decrease the level of Services provided to Customer. If full E-Rate funding is not received within 6 months of application date, or by the opening of the application window for the following funding year, then Suddenlink Communications may terminate the Agreement without further liability to Suddenlink Communications or the Customer. Additionally, if



full E-Rate funding is not received and Suddenlink Communications elects to terminate the Services during the contract term, then Customer may be subject to termination liabilities.

**21. Appropriation of Funds by Customer.** Customer believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Suddenlink Communications understands and agrees that the Customer's payment of amounts under this Agreement is contingent on the Customer receiving appropriations or other expenditure authority sufficient to allow the Customer, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**22. Right to Audit.** Suddenlink Communications agrees that the representatives of the office of the Williamson County Auditor or other authorized representatives of Customer shall have access to, and the right to audit, examine, or reproduce, any and all records relating to Suddenlink Communications' performance of the Services hereunder, provided that the Customer's right to audit such books and records are limited to the verification of invoice quantities to shipments and shipment receipts, upon advance notice and during normal business hours. Audits shall be at the Customer's expense.

**23. Independent Contractors.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.

**24. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**25. Entire Agreement.** This Agreement, the tariffs, the documents referenced herein, and the AUPs constitute the entire agreement between Suddenlink Communications and Customer for the Services and equipment provided herein and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided Suddenlink Communications may modify the AUP and if Customer continues to use the Service, Customer shall be bound by such AUP as modified. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CUSTOMER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.