

# MAY 2021 INTERNET BID

QTY	DESCRIPTION OF SERVICE/EQUIPMENT	PRICE/EACH	TOTAL	NOTES
	<u>NON-RECURRING</u>			
	FIBER INSTALLATION WHERE NEEDED: COURTHOUSE, ANNEX, JUSTICE CENTER, LIBRARY, AG,	2000	12000	
	<u>RECURRING (monthly)</u>			
	200 MBPS FIBER INTERNET	695	695	
5	In/Out Dark Fiber to Courthouse, Annex, Justice Center, Library, Ag Extension	45		not needed if you 270 can own it

# MAY 2021 INTERNET BID

For 5 years 60 months

QTY	DESCRIPTION OF SERVICE/EQUIPMENT	PRICE/EACH	TOTAL	NOTES
	<b>NON-RECURRING</b>			
6	FIBER INSTALLATION WHERE NEEDED: COURTHOUSE, ANNEX, JUSTICE CENTER, LIBRARY, AG, Sheriff's	\$ 2,000.00	\$ 12,000.00	
6	Fiber termination panels for each location 4 fiber in 4 fiber out 8 Splices Not sure clay County can get on Order poles permitting and yearly contact price per pole Will have to have IRC pre inspection and post inspection cover own repair & liability	\$ 400.00	\$ 2,400.00	
		???	\$ 14,400.00	These are unknowns
	<b>RECURRING (monthly)</b>			
	200 MBPS FIBER INTERNET on ERPS ring and secondary with lag and 6 Tier 1 DIA Providers and only uses a network that I own and Built and no surprises and does not lease fiber from any provider on this route	\$695.00	****	
6	In/Out Dark Fiber to Courthouse, Annex, Justice Center, Library, Ag Extension, Sheriff's Office Comcell does all maintenance, permitting and yearly attachment price along with Liability at no additional charge for 5 years and this price is good after 5 years unless you want to rebid and adding any new sites are good at this same rate within Henrietta city	\$ 45.00	\$ 270.00	please see MSA Service level agreement for credits and outage fulfillment

Paid over \$9320.77 dollars in Taxes last year with an increase over \$1200.00 from the  
Years and \$7000.00 above from 2018

Advertising locally in the community and provided free streaming to the Pioneer Rodeo Association  
during 2020 Covid working with Channel 3  
Full time employee that lives in Henrietta and to fulfill any needs or emergencies that may arise  
Has over 700 Customers in the Henrietta Area and growing Daily has been servicing the Henrietta  
School System over the past 7+ years  
Concell Owns building in Henrietta 202 e Gilbert Street

*Handwritten notes:*  
 - number in it (6000)  
 - no over 500 fee  
 - over 500 fee



**MASTER SERVICE AGREEMENT  
(Commercial/Governmental Customer)**

This MASTER SERVICE AGREEMENT (the "Agreement") is made as of the Effective Date set forth below between Comcell, Inc., for itself and any affiliated companies providing the applicable services ("Comcell") and the Customer identified below on the signature page of this Agreement (the "Customer").

WHEREAS, Comcell provides communications services which Customer desires to purchase as set forth herein.

Now, therefore, it is agreed as follows:

1. Services. During the Term of this Agreement, Comcell will provide Customer with the specific services identified on each Service Order expressly made subject to the terms hereof (the "Service" or "Services"). Each Service Order shall be subject to and shall reference this Agreement and shall become a part of this Agreement when executed by a duly authorized representative of Customer and Comcell. **INITIAL SERVICES ARE SET FORTH IN SERVICE ORDER NUMBER 1 ATTACHED TO THIS AGREEMENT. SUBSEQUENT SERVICE ORDERS WILL BE PROVIDED PURSUANT TO COMCELL'S STANDARD SERVICE ORDER FORM EXECUTED BY THE PARTIES.**

2. Term. Except as otherwise provided in this Agreement, the Term of this Agreement shall be five (5) years from the Effective Date as set forth on the signature page below (the "Term"). Each Service Order executed during the Term of this Agreement shall set its own minimum service term (the "Service Term"). Each Service Order shall continue following the expiration of its Service Term on a month-to-month basis at the then existing monthly rates for the Service unless and until the Service Order is terminated by either party by providing the other party with at least thirty (30) days prior written notice of termination. Notwithstanding anything herein to the contrary, if the Service Term for any Service Order extends beyond the expiration of the Term of this Agreement, then this Agreement shall continue in effect until the expiration or termination of the applicable Service Term, but only as to the Service Order so affected, and subject to the termination rights of Comcell and Customer under this Agreement.

3. Pricing of Services. During the Term, Customer shall pay Comcell for the Services as set forth in each executed Service Order. With respect to each Service Order, except as provided below, Comcell shall not increase pricing of ordered Services during the Service Term, but thereafter Comcell may increase pricing of the Services upon thirty (30) days prior written notice. Upon receipt of such notice, Customer may accept the price increase and continue to purchase the affected Services or cancel all of the Services affected by the price increase upon written notice to Comcell.

4. Payment. Non-Recurring Charges shall be invoiced upon the Service Activation Date (as hereafter defined) or otherwise as provided in the Service Order. Monthly Recurring Charges ("MRC") and other normal service charges shall be invoiced monthly in advance. All undisputed amounts owed by Customer shall be paid within thirty (30) days after the date

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of the invoice and Comcell reserves the right to charge interest on all undisputed delinquent payments and on any disputed payments withheld by Customer that are finally determined to be owed to Comcell at the lesser of 1 1/2% per month or the maximum amount allowed by law. If Customer disputes any charges, Customer shall so notify Comcell in writing setting forth the basis for the dispute and shall furnish all documentation supporting the withholding of payment within sixty (60) days of the invoice date, but shall continue to timely pay all portions of the invoice due, but shall continue to that all undisputed charges owed pursuant to Comcell's invoice are not paid in full by Customer within thirty (30) days of the due date. Comcell will have the right, after providing Customer with five (5) days prior notice, in addition to its other remedies, to suspend or disconnect any Services provided pursuant to this Agreement. Prices do not include taxes and related charges (however designated), and all taxes, fees and governmental charges imposed on the provided Services shall be paid by Customer in addition to any other amounts owing (except for any taxes or fees assessed upon Comcell's net income). Such amounts will be listed separately on Customer's invoices. If Customer is entitled to an exemption from any applicable taxes, Customer is responsible for presenting Comcell with a valid exemption certificate. Comcell will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Services billed by Comcell to Customer following Comcell's receipt of such exemption certificate.

5. Credit Approval and Procedures. Customer's execution of this Agreement signifies Customer's acceptance of Comcell's initial and continuing credit approval procedures and policies. Comcell's acceptance of each Service Order is conditional on Comcell's prior credit review and approval. Comcell may require additional security or deposits before Services are provided pursuant to any Service Order or for continuation of Services following Customer's default in timely payment of any invoices for Services on two or more occasions during the Term of this Agreement. Based on this credit review, Comcell may from time to time require Customer to provide adequate assurances that it will pay all obligations with respect to the Service Orders as they become due, including without limitation the provision of credit support in the form of letters of credit, cash deposits, guarantees from parental or other entities, or any other form of security, each in form and substance acceptable to Comcell. In the event Customer at any time fails to make any payment required to be made by Customer under this Agreement when due, Customer authorizes Comcell, at its election and in addition to any other rights or remedies it may have, to credit the unpaid charges against any debts and payment obligations due and owing to Customer by Comcell or any of its affiliated companies through netting.

6. Delivery of Service/Ordering.

6.1 *Service Orders.* Upon request, Concell shall provide Customer with quotations for Services on Concell's network. Concell reserves the right to revoke or amend any quotation in writing prior to acceptance by Customer and execution of a written Service Order by Customer and Concell. If Customer chooses to accept the quotation for a particular service configuration, Customer shall so notify Concell and Concell shall submit a Service Order to Customer for review and acceptance. A Service Order is "accepted" by Customer when executed by an authorized representative of Customer. Customer's acceptance of a Service Order will indicate Customer's agreement as to the accuracy of the details contained on the Service Order and will constitute a contractual obligation of Customer for the Services specified in such Service Order. The parties do not contemplate that any Services under this Agreement will be provided utilizing third party networks, but Customer will directly acquire any third party services from third party providers except as may be expressly provided in a Service Order in which case Customer will be responsible for all costs incurred by Concell to the third party for the services requested by Customer in addition to its other obligations under this Agreement.

6.2 *Acceptance by Concell.* Upon acceptance of a Service Order by Concell, Concell shall, within five (5) business days after Concell's acceptance of the Service Order and after Concell's receipt of all necessary service information from Customer, provide Customer with the date upon which Concell commits to install and deliver the Service (the "Firm Order Confirmation Date" or "FOC Date"). If Concell has not provided an FOC Date within the timeframe indicated above in this Section 6.2, Customer may cancel the Service Order without penalty upon notice to Concell. In addition, if the FOC Date provided by Concell is not within five (5) business days of the requested due date, Customer may cancel the Service Order without penalty by providing written notice to Concell within one (1) full business day of Customer's receipt of the FOC from Concell.

6.3 *Delivery of DLR.* For purposes of this Agreement, "Design Layout Record" or "DLR" shall mean the detailed technical information and circuit identification that is necessary to complete the installation of the Services ordered by Customer. Upon request by Customer, Concell shall use commercially reasonable efforts to deliver the DLR to Customer at least five (5) business days prior to the FOC Date for Services.

6.4 *Facilities.* Concell may substitute, change or rearrange any equipment, facility or system used by Concell in providing Services at any time and from time to time, but shall not thereby alter the technical parameters of the Services provided hereunder. Customer, and not Concell, shall have sole responsibility for installation, testing and operation of any interconnection facilities and other equipment, facilities, systems or services used in connection with Concell's Services (the "Customer Facilities") and may not delay, suspend or abate payment for the Services due to any failures attributable to such Customer Facilities.

7. *Service Levels and Credits.*

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7.1 *Installation.* If Concell's installation of a Service is delayed for more than sixty (60) days beyond the FOC Date for reasons other than an Excused Outage (as defined below), Customer may cancel the affected Service upon written notice to Concell and without payment of any applicable cancellation charges; provided such written notice is delivered prior to the Service Activation Date for the affected Service. Installation of a Service shall be deemed completed when Concell activates and turns over the particular circuit or other Service as ordered to Customer, the Service meets the service requirements set forth herein, and the Service is otherwise operative, or, if earlier, the date Customer commences use of the applicable Services other than strictly for testing purposes (the "Service Activation Date").

7.2 *Outage.* For purposes of this Agreement, the term "Outage" shall mean a total interruption in service, except for any interruption that is attributable to an Excused Outage. An "Excused Outage" shall mean any interruption, unavailability, delay, or other degradation of service related to, associated with, or caused by (i) scheduled maintenance events (provided Concell gives Customer five (5) business days advance notice of such maintenance events and provided, however that such notice requirement will exclude emergency maintenance actions as declared by Concell's network operations center (NOC)), (ii) Customer actions or inactions, (iii) failure of Customer provided power or equipment or other Customer Facilities, (iv) any third party, but excluding any such third party that is engaged by Concell by or on behalf of Customer, (v) any outage of a circuit provided by a carrier other than Concell, or (vi) a force majeure event as described in section 13 below. The duration of any Outage will commence upon the earlier of the time when Customer reports an Outage to Concell or the time when Concell becomes aware of such Outage and will end when the Outage is repaired and the Service meets the service requirements set forth herein, and the Service is otherwise operative and functioning. Customer must exercise its right to terminate any affected Service under this section 7.2 in writing, within thirty (30) days after the right of termination arises.

7.2(a) *Chronic Outages on Protected Services.* With respect to Services that are protected (i.e. are part of a self-healing ring ("Protected Services")), Customer may terminate and discontinue affected Service prior to the end of the Service Term without payment of any applicable early termination charges, following written notice thereof from Customer to Concell, if (i) such Service experiences an Outage or cumulative Outages on three (3) or more occasions of more than two (2) hours each in any thirty (30) day period, or (ii) such Service experiences a single continuous service Outage of four (4) or more hours.

7.2(b) *Chronic Outages on Un-Protected or Linear Services.* With respect to Services that are not Protected Services (i.e. Services that are Un-Protected or Linear Services), Customer may terminate and discontinue affected Service prior to the end of the Service Term without payment of any applicable early termination charges, following written notice thereof from Customer to Concell, if (i) such Service experiences three (3) or more Outages of more than four (4) hours each in any thirty (30) day period or (ii) such Service experiences a single continuous

service Outage of forty-eight (48) hours or more in any calendar month.

7.2(c) *Service Levels for Ethernet Services.* Service Levels for Ethernet Services provided by Concell to Customer shall be as follows:

a. *Packet Delivery/Loss:* The Packet Delivery of the Ethernet Services shall be an average of at least 99.99% per month (99.99% per month for Protected Circuits). Packet Delivery is the average ratio of total packets that are received to those that are sent. Ratios are based on packets that transmitted from the source of Concell network terminating equipment to the destination network terminating equipment to which the Customer port is attached.

b. *Latency:* The latency of the Concell Ethernet Services shall not exceed an average of eighteen milliseconds one way thirty-six (36) milliseconds (roundtrip).

c. *Jitter:* Jitter will be an average of less than twelve (12) milliseconds one-way, end-to-end (including the local loop) within the applicable Ethernet Service.

For purposes of Ethernet Services, the term "Outage" shall mean a disruption or degradation of a particular Ethernet Service that resides on Concell's network that fails to meet the Service Level specifications set forth herein, provided however, no credit shall apply to any Outage that is attributable to an Excused Outage.

7.3 *Credits.* This Agreement provides specific standards and remedies regarding availability of Services as set forth in this Section 7 ("Service Levels"). In the event of Concell's failure to provide Services in accordance with the Service Levels and other requirements of this Agreement, Customer may request Service Level credits in accordance with this section 7 within thirty (30) days after the applicable Outage or other event giving rise to the credit. Any credits for Concell's failure to deliver Services in accordance with the Service Levels (the "Service Level Credit(s)") shall be issued during the first full billing cycle immediately following Customer's request in writing for such credit. The parties agree that Service Level Credits will not apply to Excused Outages and shall not apply to any usage-based Services, if applicable.

7.3(a) *Service Level Credit.* The specifications for Services provided by Concell will be set forth on each Service Order; provided, however, that all Services shall be provided over protected facilities unless otherwise specified on the Service Order. The availability for Service is 99.99% ("Availability Service Level"). In the event that the Service suffers an Outage or Outages and fails to meet the Availability Service Level in a given calendar month for reasons other than an Excused Outage, Customer shall be entitled, upon written request within thirty (30) days following the event giving rise to the credit, to a Service Level Credit off the MRC for the affected Service based on the cumulative unavailability of the Service in a given calendar month as set forth in the following tables:

Service Level Credits-Protected Services	
Cumulative Outage Time (in hrs:mins:secs)	Service Level Credit (% of Monthly Recurring Charges)
00:00:01 – 00:03:00	No Credit
00:03:01 – 02:00:00	10%
02:00:01 – 04:00:00	25%
04:00:01 – 8:00:00	50%
08:00:01 – 12:00:00	75%
12:00:01 – 16:00:00	85%
16:00:01 or greater	100%

Service Level Credits-Unprotected or Linear Services	
Cumulative Outage Time (in hrs:mins:secs)	Service Level Credit (% of Monthly Recurring Charges)
0:00:01 – 04:00:00	No Credit
04:00:01 – 6:00:00	10%
6:00:01 – 8:00:00	25%
8:00:01 – 12:00:00	35%
12:00:01 or greater	50%

Notwithstanding termination of one or more Service Orders due to chronic or extended service Outages as set forth above, all remaining Service Orders under this Agreement will remain in effect.

#### 8. Indemnification and Limitations of Liability.

8.1(a) *General Indemnification:* NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY NOR THE UNIDENTIFIED PARTIES OF ANY PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS (OTHER THAN CONCELL'S), LOST REVENUES OR PROFITS (OTHER THAN CONCELL'S), COST OF REPLACEMENT FACILITIES OR SERVICES (WHETHER ARISING OUT OF OUTAGES OR SERVICES TRANSMISSION INTERRUPTIONS OR OTHER ANY INTERRUPTION OR DEGRADATION OF SERVICE, OR OTHERWISE), WHETHER OR NOT FORESEEABLE, SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW, BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.1(b) *Limited Liabilities of Concell Group:* As used in this Agreement, the term "Concell Group" shall mean: (i) Concell; (ii) any third parties providing facilities or equipment used by Concell in furtherance of Concell's provision of Services to Customer; (iii) any affiliates of Concell or such third parties; and (iv) any director, officer, agent, servant, employee,

independent contractor, or supplier of Concell, any such third parties, or any such affiliates. Customer agrees that any limitation of liability or protection to which Concell may be entitled, arising out of this Agreement or Services performed hereunder, shall fully apply to and benefit Concell Group as an indemnified party, in the same manner and to the same extent such provisions or protection apply to and benefit Concell. Further, notwithstanding anything in this Agreement to the contrary, the maximum liability of Concell for any contract or tort liability of Concell or the Concell Group or in any other circumstance in which Concell or the Concell Group may have some liability to Customer, for whatever reason arising under or related to this Agreement, shall be limited in the aggregate to an amount equal to three times the MRC under this Agreement for Services for the month preceding the time of the first incident giving rise to the liability.

8.2. Responsibilities for Users of Services. The parties agree that in no event shall Concell be responsible to Customer's end users or other users of the Services for any claims, liabilities or damages ("Claims") arising out of the use of the Services or the performance or non-performance of Concell's obligations under this Agreement. Customer agrees that Customer shall be solely responsible for all such Claims and will indemnify and defend Concell and the Concell Group from any such Claim. Customer shall, in any lawsuit or generally in any contract governing services provided in whole or in part using the Services, provide for a limitation of liability by which the liability of each party to this Agreement is limited to the amount charged or that would have been charged for the affected service, and which provides for no liability for indirect, consequential, special, incidental, punitive or other such damages or for loss of revenue or profits of any kind or nature.

8.3. Remedies Exclusive. Customer acknowledges that the remedies expressly set forth in Sections 6 and 7 of this Agreement providing Customer the right to cancel or terminate Service Orders and/or to receive Service Level Credits under certain circumstances are the sole and exclusive remedies of Customer and the sole and exclusive liabilities of Concell with respect to any failure of Concell to provide services in accordance with the Service Levels, and in accordance with Concell's other commitments and obligations under this Agreement.

9. Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY APPLICABLE SERVICE ORDER, Concell MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO THE SERVICES.

10. Cancellation of Services.

10.1. Voluntary Cancellation by Customer. In addition to the other rights of cancellation or termination contained in this Agreement, Customer may terminate Service after the Service Activation Date and prior to the end of the Service Term upon (098929283868X/15)

prior written notice to Concell. In the event that Customer does so, Customer shall pay Concell a termination charge as set forth in each Service Order.

10.2. Upon Breach by Customer. In addition to its other rights, Concell may terminate this Agreement: (i) if Customer fails to make any payment required to be made by Customer under this Agreement and any such failure remains uncorrected for five (5) days after written notice by Concell, or (ii) if Customer fails to perform or observe any other material term or obligation contained in this Agreement, and any such failure remains uncorrected for thirty (30) calendar days after written notice specifying the nature of the default. If Concell terminates the Agreement due to default by Customer, all remaining unpaid charges for the Services, including any previously waived or credited charges applicable to the Services or their installation, any charges applicable to the remainder of the Service Term for each Service as calculated in Section 10.1 above shall be and become immediately due and payable to Concell.

10.3. Not a Penalty. The parties acknowledge that the cancellation or termination charges set forth in this section 10 are a genuine estimate of the actual damages that Concell will suffer and are not a penalty.

10.4. Cancellation before Service Activation Date. In the event of cancellation of a Service Order prior to the Service Activation Date, no cancellation charges will apply except that Customer shall be charged for all documented third party costs, fees and expenses reasonably incurred in connection therewith.

11. Responsibility for Charges. Customer is responsible for all Non-Recurring Charges and MRCs on and after the Service Activation Date. In the event that Customer refuses to accept Service on and after the Service Activation Date, Customer agrees to still be responsible for the Recurring Charges until such time as Service is accepted when Customer shall pay the Non-Recurring Charges.

12. Change Requests. Customer may submit a change to a previously submitted Service Order at any time prior to the Service Activation Date. If in the reasonable discretion of Concell a requested change would result in a material change to the Service Order such as, but not limited to, a change in the endpoints or the speed or capacity of the Service, then Concell may require Customer to sign a new Service Order reflecting revised pricing. In the event that Customer requests such changes after having received DLR, Customer shall be charged for all documented third party costs, fees and expenses reasonably incurred in connection therewith. Except as otherwise specifically stated in this Section, there are no fees or charges for changes to a Service Order.

13. Force Majeure. With the exception of Customer's payment obligations, neither party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, fiber cut, war, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials, labor or transportation upon reasonable commercial terms, acts or omission of common







**SERVICE ORDER NUMBER 1**

MSA # \_\_\_\_\_ Service Type/City: \_\_\_\_\_  
 Contract Term: \_\_\_\_\_ Quote/Order#: \_\_\_\_\_ Requested Due Date: \_\_\_\_\_

**BILLING INFORMATION**

Billing Account Number: \_\_\_\_\_  
 Customer Name: \_\_\_\_\_  
 Customer Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Customer Contact: \_\_\_\_\_  
 Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Order/Provisioning Contact: \_\_\_\_\_  
 Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**ACCESS LOCATION INFORMATION**

Physical Address: \_\_\_\_\_  
 Location A: City, State, Zip: \_\_\_\_\_  
 NPANXX: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
 Location Z: City, State, Zip: \_\_\_\_\_  
 NPANXX: \_\_\_\_\_

**CHARGES**

Monthly Recurring Charges

Service Type - Description	Units	Unit Price	Total
1	1		
2			
3			
<b>Monthly Recurring Grand Totals:</b>			

Non-Recurring (Installation) Charges

Service Type - Description	Units	Unit Price	Total
1	1		
2			
3			
<b>Non-Recurring (Installation) Grand Totals:</b>			

**REMARKS**

Optional Voluntary extensions are Acceptable

**AUTHORIZATION:** By signing below, both parties agree that this Service Order is subject to the terms of the Master Service Agreement referenced above.

Comcast, Inc	Signature: _____	Printed Name: _____
Signature: _____	Signature: _____	Printed Name: _____
Printed Name: _____	Title: _____	Title: _____
Title: _____	Date: _____	Date: _____
Date: _____		

MSA No. \_\_\_\_\_

**Early Termination Liability Addendum to Service Order:**

If Customer cancels the above described Service in Service Order 1 pursuant to Section 10.1 of the Master Service Agreement prior to the end of the Minimum Term Commitment, in addition to payment of the Monthly Recurring Charges through the date of termination, Customer will pay a termination charge to Cancel as follows:

- If cancelled at any time during the first year of the Term: \$ \_\_\_\_\_
- If cancelled at any time during the second year of the Term: \$ \_\_\_\_\_
- If cancelled at any time during the third year of the Term: \$ \_\_\_\_\_
- If cancelled at any time during the fourth year of the Term: \$ \_\_\_\_\_
- If cancelled at any time during the fifth year of the Term: \$ \_\_\_\_\_



P.O. Box 130  
10184 State Highway 25  
Windthorst, TX 76389

(940) 423-6201  
1-800-794-6407  
Fax (940) 423-2111

### References

Here is a list of customers that I serve on 10 gig Fiber ERPS rings & Linear Networks

Windthorst ISD Lonnie Hise 940 733-1030 200 Meg Customer for since 2000 & Voip Phone System

Electra High School Renneth Reed 940-733-4197 100 Meg Customer since 2015

Electra Hospital Brandon Huffstedler 940-495-5221 50 Meg customer since 2016

Iowa Park Clinic Brandon Huffstedler 940-495-5221 50 Meg customer since 2016

Iowa Park Clinic #2 Brandon Huffstedler 940-495-5221 50 Meg customer since 2016

Totel Communications Steve Baker 254-842-7014 200 meg with transport Customer for since 2015

Region 9 Mike Campbell 940-636-9309 10 Gig Ring customer since 2011

Sharp Iron on Riley Rd Clay Oneal Customer since 2016

Uniti Fiber Tom Payne 9185575909 47 cell sites for Verizon Us Cellular & AT&T customer since 2010

TLSN Texas Lonestar Network carry 32, 10 gig wavelengths and tie 39 telco together and carry 16 wavelengths on the Tlsn Network  
David Schmid 512784-0824 customer since 1994

LEARN & TETN Lee Williams 512-657-1241 In which 16, 10 gig are with customer since 2005

Iowa Park Isd Mike Parchmen 940-632-9111 1000 meg 10 gig lan customer since 2017

Goldburg ISD Charlotte Hayley customer curently 1000 meg transport and 10.1 mile 2017 940-531-2121

Bellevue ISD Sunny Mitchell customer since 2017 940-928-2104

Bowie ISd Jim Britt 940-689-2800 gige Transport

City of Bowie Gaylynn Burriss 940-389-0707 13 location Lan Hosted Voip phones and DIA New customer

Wichita Falls ISD Shad McGaha Chief Technology officer

Windthorst Federal CU Judy Koetter CEO 940-423-6772 Internet and Hosted Voip System

Windthorst ISD School Lonnie Hise 940-423-6688

Only a few Henrietta & Clay County Businesses

Henrietta High School Derek Leach 940-235-9148 1000 Meg Customer since 2015

Claytex Connie Ellis 940-867-1616 Internet and Voip Phones

Star Travel Bowie Victoria Lazar 214-499-8900 Internet and Voip Lines

Clay County Tax Apprasial Internet and Voip phone Lisa Murphy

Legend Bank Bowie ,Henrietta Internet

Farmers Insurance Dewayne Aylor internet and Phone

Clay County Sheriffs Internet

Midway School Internet and Voip Phones

We also serve over 700 Customers in the last 2 years on our network in Henrietta  
And also serve Totel or North Texas Telephone in Byers, Petrolia over the 5+ years

Confidential