



Fidelity Communications Contract for Service

This contract made this day, August 8, 2016, between the service-providing entity identified for each applicable service as set forth in the below chart (with respect to such service, "Fidelity") and Panola County Road & Bridge ("Customer") is as follows.

Fidelity agrees to install the following service(s):

Service	Contract Term (months) commencing on service start date	Quantity	Total Monthly Recurring Charges	Non-Recurring Charges	Fidelity Service-Providing Entity
Cable Modem Internet - CMI- up to 75M/6M	60 months	1	\$75.00	\$0.00	CoBridge Telecom, LLC d/b/a Fidelity Communications

1. This contract is effective on the date hereof and remains in effect with respect to each applicable service for the minimum contract term as shown above, commencing upon following installation of the services, and thereafter until terminated.
2. Customer agrees to accept and pay for such service and equipment and for any additional service and equipment or modifications thereof as may later be agreed upon to be installed at the rates established by Fidelity and stated above. Customer further agrees to the rules and regulations set forth in this contract and to any change in the rules, regulations, tariffs or rates for the service furnished hereunder. If a conflict between this contract for service and the tariff occurs, that tariff will govern in all instances.
3. In the event this contract is terminated by action of customer prior to the completion of installation of the equipment, facilities and services covered by this contract or additions to or modifications thereof, customer agrees to pay Fidelity either the costs incurred by Fidelity in connection with the engineering, manufacturing, or installing of said equipment, facilities or services as set forth in the tariffs of Fidelity or this agreement, or the charges for the minimum period of the service ordered by the customer as provided in the tariffs of Fidelity or this agreement, plus the full amount of any termination charges applicable. Such charges shall be billed by Fidelity to customer and shall be paid within 90 days of receipt thereof.
4. The terms and conditions of this contract are equally binding upon the parties named herein, their heirs, assigns, and successors in interest.

Customer Name: Panola County Road & Bridge

Customer Service Address: 1121 E Sabine Carthage, TX 75633

Customer Billing Address: 1121 E Sabine Carthage, TX 75633

Customer Requested Install Date: _____

Service Request Acknowledged for
Each Service-Providing Entity Named Above

Service Requested for
Aforementioned Customer

By: _____

Name: Tasha Nichols

Title: Business Sales Representative

Date: _____

Signature: *LeAnn Jones*

Name: LeAnn Jones

Title: County Judge

Date: 8-8-16

TERMS AND CONDITIONS FOR SERVICE

1. Payment

- a) Nonrecurring charges, including any agreed upon installation or construction costs, will be invoiced on the first billing cycle. Recurring charges shall be due within thirty (30) days of the date of the invoice, billing shall commence upon installation. Any amount not received by the due date shown on invoicing will be subject to Fidelity's standard late charge of \$6.00 per month.
- b) Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state, and Federal Taxes or charges, imposed on or based upon the provision, sales or use of the Services provided. Taxes will be separately stated on Customer's invoice.
- c) Fidelity reserves the right to modify the services and rates set forth herein. In the event any such modification has a materially adverse impact upon Customer, and Fidelity does not effect revisions that remedy such impact within 30 days after written notice from Customer, then Customer may, as its sole remedy, terminate the affected service(s) without any early termination liability provided that Customer serves a written notice of termination on Fidelity not more than 90 days following the date Fidelity implemented the modification.
- d) To dispute a charge on an invoice, Customer must, within thirty (30) days after the date of the invoice, provide to Fidelity a full written explanation of the basis for the dispute. Charges not disputed within such thirty (30) day period shall be deemed conclusively correct and binding upon Customer. Notwithstanding the foregoing, Customer shall not withhold payment of a charge subject to a good faith dispute unless (a) Customer submits the billing dispute within thirty (30) days after the date of the invoice; (b) Customer timely pays the undisputed portion of all charges; and (c) Customer cooperates with Fidelity's efforts to investigate and resolve the dispute. If Fidelity determines a disputed charge was billed in error, Fidelity shall issue a credit to reverse the amount incorrectly billed. If Fidelity determines a disputed charge was billed correctly, payment shall be due from Customer upon the earlier of the due date of Customer's next invoice from Fidelity or within five (5) days after Fidelity advises Customer such disputed amounts are correct and valid.
- e) **Annual Appropriations** The Customer represents and warrants that it has funds appropriated and available to pay all amounts due hereunder through the end of the Customer's current fiscal year. The Customer further covenants and agrees to request all appropriations and funding necessary to pay for the Service for each subsequent fiscal year through the end of the Term. In the event the Customer is unable to obtain the necessary appropriations or funding for the Service provided under this Agreement for any fiscal year, the Customer may suspend the Service for such fiscal year without liability for the termination charges upon all the following conditions: (i) the Customer has taken all actions necessary to obtain adequate appropriations or funding, giving priority to the Service based on the critical importance of such services to the Customer's operations and students' education, (ii) despite the Customer's best efforts, funds have not been appropriated and are otherwise unavailable to pay for the Service, and (iii) the Customer has negotiated in good faith with Fidelity to develop revised terms, an alternative payment schedule or a new agreement to accommodate the Customer's budget. The Customer must provide Fidelity thirty (30) days' written notice of its intent to suspend the Service, together with all information and documentation reasonably

requested by Fidelity to substantiate such suspension. Suspension during any fiscal year shall not relieve the Customer of its obligations for any subsequent fiscal year. Suspension for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available and shall continue until the end of the then-current fiscal year. If the Customer suspends the Service under this Section, the Customer agrees as follows: (i) it will pay all amounts due for Service incurred through the date of suspension, and reimburse Fidelity a pro-rata share of all unrecovered non-recurring costs, including actual construction costs and any costs associated with any facilities that cannot be actively redeployed in Fidelity's network, such proration to be calculated by multiplying the total of such reimbursable costs by the length in days of the suspension period, and dividing such sum by the total number of days in the Term; and (ii) it will not contract with any other provider for the same or substantially similar services or facilities during the suspension and for the entire Term.

2. Use

Customer may use the Service for any lawful purpose for which it is intended, provided that Customer will not use the Service so as to interfere with or impair service or over any of the facilities and associated equipment comprising the Fidelity fiber optic cable network and associated equipment, or to impair the privacy of any communications over the fiber optic facilities and associated equipment of Fidelity. Customer agrees to abide by Fidelity's Acceptable Use Policy as updated from time to time, a copy of which is available at <http://www.fidelitycommunications.com/legal/aup>. Customer is expressly prohibited from any resale or subdistribution of the Service(s), in whole or in part, to any third party. Such prohibition includes without limitation granting any third access to the Services, or using the Services to provide other services similar to or in competition with Fidelity.

3. Service Date: Term

- a) Fidelity shall use reasonable effort to make Services available by estimated service date. Fidelity shall not be liable for any damages whatsoever resulting from delays in meeting any Service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining right-of-way approvals, and delays in actual construction work. If Customer is not ready to accept Fidelity's Services 30 days after the specified service date, Fidelity shall commence billing.
- b) After the term of this contract, if Customer has not given Fidelity 90 days' prior written notice of intent to disconnect, the Contract will be renewed on a month-to-month basis, and Customer or Fidelity may then disconnect upon 30 days' written notice.

4. Customer Responsibilities

- a) Access - Customer is responsible for arranging access to any of the rights of way, conduit and equipment space necessary to provide Service on the premises so that Fidelity authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Fidelity. Fidelity shall also have the right to obtain access to its cable installed in Customer-provided conduit (if necessary) at any splice or junction box.
- b) Provision of Customer Premises Equipment Space, Conduit, and Electrical Power - Customer shall provide

TERMS AND CONDITIONS FOR SERVICE

the necessary customer's premise equipment space, conduit, and electrical power required to terminate and maintain the facilities used to provide Service on all applicable premises without charge or cost to Fidelity. The space, conduit, and power must be made available to Fidelity on a timely basis. Customer shall be responsible for ensuring that the equipment space and associated facilities, conduit and right of way which it is providing are a safe place to work and are protected against fire, theft, vandalism or other casualty and the use thereof complies with all applicable laws, rules and regulations and with all applicable leases or other contractual agreements.

- c) Government Authorizations – Customer shall be responsible to obtain and continue in effect all government authorizations necessary to permit Customer to receive Service and comply with its obligations under this contract.

5. Equipment

- a) Title – Customer agrees that all right, title and interest in all the fiber optic or other facilities and associated equipment provided by Fidelity hereunder shall, at all times, remain exclusive with Fidelity. Customer shall not create or permit to be created any liens or encumbrances relating to Customer's use of the Service or arising from the location of the equipment. Upon termination of Service, Fidelity shall remove its equipment and shall have the right, but not the obligation, to remove all other facilities from any applicable premises.
- b) Maintenance – Fidelity shall use reasonable efforts to maintain the Services in accordance with applicable performance standards therefore. There are no additional charges for Fidelity maintenance services. However, Fidelity shall have no responsibility for the maintenance and repair of facilities and equipment, which it does not furnish, and Fidelity may assess Customer its standard charge for false call outs.

6. Default

If customer (a) shall fail to pay any amount required under this Contract and such failure continues for ten (10) days after written notice to Customer that the same is due and payable, or (b) fail to comply with any material provision of this contract and such noncompliance continues for thirty (30) days after written notice to Customer thereof, the Fidelity, at its sole option, may elect to pursue one or more of the following courses of action: either 1) terminate this Contract whereupon in addition to all sums then due and payable, all future monthly and other charges thereunder or hereunder shall become immediately due and payable, 2) take appropriate action to enforce payment, including suspension of all or any part of the Service and/or 3) pursue any other remedies as may be provided at law or in equity.

7. Limitations of Liability

- a) Liability for Service Interruptions – To the extent that any party or portions of the Service is unavailable, interrupted, degraded, or otherwise unsatisfactory for any reason, Fidelity and Customer agree that Customer's sole and exclusive remedy shall be the credit allowances for interruptions as noted in the Dedicated Service Level Agreement. The Service is provided on an "as is", "as available" basis, without any representation or warranty whatsoever including but not limited to those of merchantability or fitness for a particular purpose.

- b) Liability for Damages to Property – Fidelity shall not be liable for any damage whatsoever to Property at any Customer premises resulting from installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Fidelity's willful misconduct or gross negligence.
- c) Liability for Service and Equipment Not Provided by Fidelity – Fidelity shall not be liable for any damages whatsoever associated with Service, channels, or equipment which it does not furnish or for an act or omission of any entity furnishing to Customer facilities or equipment used for or with the Service.
- d) Liability of Force Majeure Events – Fidelity shall not be liable for any failure of performance or Service for reasons beyond its reasonable control including but not limited to casualty, act of God, wind, flood, tornado, storm, fire, explosion, vandalism, cable cuts, denial of service attack, governmental order, riot, insurrection, strike, lockout, condemnation, or loss of rights-of-way.
- e) Liability for Negligence or Fault of Customer – Fidelity shall not be liable for any interruptions or damages due to the fault of negligence of Customer or due to failure or malfunction of Customer-provided equipment or facilities.
- f) Liability Regarding Governmental Authorization – Fidelity shall use best efforts to obtain and keep in effect all government authorizations necessary, in order to provide Service under this Contract. Fidelity shall be entitled to take, and shall have no liability for, any action necessary including termination, to bring the Service into conformance with any governmental regulations or authorizations, and Customer shall fully cooperate in and take such action as may reasonably be requested by Fidelity as part of such compliance.
- g) No Special Damages; Overall Cap on Liability – In no event shall Fidelity be liable for special, consequential, exemplary, or punitive damages as a result of its performance or nonperformance of this Contract. Fidelity's liability under any circumstances is limited to the current month's service charge.
- h) Fraudulent Use of Services - Customer is responsible for all Service charges, even if incurred as the result of fraudulent or unauthorized use of Service, except Customer shall not be responsible for fraudulent or unauthorized use by Fidelity or its employees. In the event Fidelity discovers fraudulent or unauthorized use of Service being made (or reasonably believes such use is being made), Fidelity may take any action that Fidelity reasonably deems necessary to prevent such fraudulent or unauthorized use of Service, including without limitation, denying Services to particular telephone numbers or terminating Services to or from specific locations.

8. Termination

Fidelity may terminate this Contract without liability and Customers payment obligation will be apportioned if: a) the facilities used to provide Service are taken by exercise of condemnation or eminent domain, or b) the facilities shall, in Fidelity's judgment, be made inoperable and beyond economically or technologically feasible repair. c) Customer may terminate this Contract in whole or in part only by cancelling all or any portion of the facilities described herein by providing Fidelity thirty (30) day advance written notice of cancellation. In such case, Customer shall pay to Fidelity all charges for Facilities provided (without the right of set-off against non-refundable charges) through the effective date of such cancellation plus a cancellation charge equal to 100% of the remaining contract term.

TERMS AND CONDITIONS FOR SERVICE

9. Indemnification

Fidelity and its subsidiaries, affiliates, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings expenses, losses, liabilities, or damages (collectively "Claim") arising from the use of Service pursuant to this Contract, including without limitation: a) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the Service, b) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the Service, c) All other claims arising out of any act or omission of Customer, or customers or patrons of Customer, in connection with Services made available to Customer under the terms of this Contract. Customer agrees to defend Fidelity against any such claim and to pay, without limitation, all litigation costs, reasonable attorney fees and court costs, settlement payments, and any damages awarded or resulting from any such claim

10. Assignment

Neither party may assign or otherwise transfer this agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, such consent not to be unreasonably withheld, provided, however (i) Fidelity may delegate its obligations under this agreement to its affiliates and subcontractors, and (ii) either party may assign this agreement to a successor in interest in connection with its merger, acquisition, corporate reorganization, or sale or transfer of all or substantially all of its business or assets to which this Contract relates. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and of no effect

11. Warranties

There are no agreements, warranties, or representation, expressed or implied whether in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular purpose or use, except those expressly set forth herein.

12. Miscellaneous

This contract may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought, shall be binding upon parties' respective successors and assigns and constitutes the entire agreement between Fidelity and Customer

13. Regulatory Jurisdiction

In the event that provisions set forth in this Agreement are determined to be in violation of any rule, order decision, or tariff of any state or federal agency having regulatory jurisdiction of Fidelity, the terms of this Agreement shall be deemed to be modified to the extent permissible under such rule, order, decision or tariff

14. Jurisdiction

The rights and obligations of the parties under this Contract shall be governed by and construed and enforced in accordance with the laws of the State of Missouri

**Important Information About
CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)**

At Fidelity Communications Co. and all our subsidiaries (Fidelity) we strive to maintain the confidentiality of our customers. At no time have we ever sold or provided confidential information to a third party. We consider your information private and do not sell your private information to marketers.

On December 8th, 2007, the FCC implemented the new rules regarding CPNI. In addition to restricting the use of and inquiries to billing information, the FCC has also implemented the requirement of a password system before allowing access to your account. This will help assure that we are only providing information to the authorized customer. We will maintain the password, a "shared secret" question that you provide to verify your password if forgotten and a list of authorized parties to help guard against unauthorized access to your information. Anyone contacting our office to make inquiry about an account must be listed as a co-owner or authorized party on that account and will be required to provide the correct password before we will give any information or make any changes to a customer's account.

If you forget your password you will be required to answer the "Shared Secret" question. If the "Shared Secret" question is answered correctly we are allowed by FCC rules to call the party at their Fidelity issued telephone number. We are not allowed to call any other telephone number and supply or make changes to an account without a password.

If you cannot give the password or answer the "Shared Secret" question the only way we can provide information or make changes to your account is to call the Fidelity issued telephone number and speak with a co-owner or authorized party, mail the requested information to the account's billing address, or you may visit a Fidelity business office and present a valid photo ID.

We are sorry for any inconvenience that this may cause, but with your help, we will be able to better protect you and all our customers from pretexters and unwanted access to our accounts.

Please print the answers to the questions on the attached form. Passwords are not to be personal or biographical information such as Birthdates or Social Security numbers. When finished, please return the Password form back to us.

Sincerely,

Tasha Nichols
Business Sales Representative
903-471-9905

Customer Proprietary Network Information (CPNI) Password Information

Customer Name: Panola County Road & Bridge
Customer's Service Address: 1121 E Sabine Carthage, TX 75633
Customer Billing Address:
Telephone #: (903) 693-3763
Fidelity Customer #: To Be Determined
Customer Federal Tax ID Number: 756001106
Account Password **:

Please do not reveal your password to anyone except those whom you authorize to access your Fidelity Communications account information.

BILLING CONTACT INFORMATION

Name: Brooke Lipsey Phone Number: 903-693-0320 Email: brooke.lipsey@co.panola.tx.us

INSTALLATION CONTACT INFORMATION

Name: Kim Goodwin Phone Number: 903-693-3763 Email: panolarb@att.net

I/T TECHNICAL CONTACT INFORMATION

Name: Larry Robins Phone Number: 903-522-1584 Email: larry@getabsolute.com

All People Authorized to Access your Account:

- 1. Kim Goodwin 4. Jennifer Stacey
2. Brooke Lipsey 5.
3. Larry Robins 6.

Personal Question Choices:

Answer one of the following questions:

- 1. What is your favorite song?
2. What is the name of your first employer?
3. What is the name of your first pet?
4. What is your best friend's name?
5. What is your father's middle name?
6. What is your favorite book?
7. What is your favorite color?
8. What is your favorite movie?
9. What is your favorite sports team?
10. What is your mother's maiden name?
11. What is your mother's middle name?
12. What is your pet's name?
13. What was the model of your first car?
14. What was your first job?
15. What was your high school mascot? Eagle

Customer's Signature: Lee Ann Jones