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**(NCPA Contract # 01-99)**

THIS SECOND AMENDMENT ("Second Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Granite Telecommunications, LLC, ("Granite"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously executed and accepted that certain Addendum to Granite Telecommunications, LLC's Agreement on or about April 7, 2021, and as amended on or about August 9, 2021, (collectively the "Agreement"), collectively attached hereto as Exhibit "I" and incorporated herein for all purposes, for the purchase of Voice Services (the "Services"); and

WHEREAS, the parties wish to utilize NCPA Contract # 01-99, incorporated fully by reference as if set forth verbatim below for the purchase of the Services; and

NOW, THEREFORE, County and Granite desire to amend said Agreement as set forth below:

## I. Amendments

1. **Scope of Services.** Granite shall continue to provide Services as described in Granite's Path to Partnership, attached as Exhibit "II" and incorporated fully by reference; and in accordance with the requirements of NCPA Contract # 01-99.
2. **Term.** This Agreement shall renew and this Second Amendment is effective as of January 1, 2022, and shall expire no later than December 31, 2022, unless terminated sooner pursuant to this Agreement. This Agreement shall not automatically renew, but may renew upon written agreement of the parties.
3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Limit of Appropriation.** Granite's fees shall be calculated at the rates set forth in the attached Exhibit II. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit II is \$50,000.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. Granite clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$50,000.00, specifically allocated to fully discharge any and all liabilities County may incur. Granite does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that

Granite may become entitled to and the total maximum sum that County may become liable to pay to Granite shall not under any conditions, circumstances, or interpretations thereof exceed \$50,000.00.

5. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Granite hereby verifies that Granite and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Granite does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Granite does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Granite does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
6. **Remote Access.** As applicable, if Granite requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met before Granite is granted remote access to County Systems:
  - a. Granite will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Information Technology Security Manager or the Assistant Information Technology Manager.
  - b. Granite will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Granite will not access County Systems via unauthorized methods.
  - c. Granite's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
  - d. Remote access is restricted only to County Systems necessary for Granite to provide product and/or services to County pursuant to this Agreement.

- e. Granite will allow only its Workforce approved in advance by County to access County Systems. Granite will promptly notify County whenever an individual member of Granite's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Granite will keep a log of access when its Workforce remotely accesses County Systems. Granite will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- f. If any member(s) of Granite's Workforce is provided with remote access to County Systems, then Granite's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- g. Failure of Granite to comply with this Section may result in Granite and/or Granite's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- h. For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Granite, is under the direct control of Granite, whether or not they are paid by Granite and who have direct or incidental access to County Systems.
- i. For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).
- 7. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 8. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
- 9. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- 10. **Understanding, Fair Construction.** By execution of this Second Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Second Amendment. This Second Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 11. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Second Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Second Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY**

**GRANITE TELECOMMUNICATIONS, LLC**

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Ryan M Goldrick

\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
Sr. Director, Contracts & Proposals

\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
04/05/2022

\_\_\_\_\_  
Date

### **AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit I: Addendum to Granite Telecommunications, LLC's Agreement, executed by the parties on or about April 7, 2021, and as amended on or about August 9, 2021; and  
Exhibit II: Granite's Path to Partnership

# EXHIBIT I

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND       §

# ADDENDUM TO GRANITE TELECOMMUNICATIONS, LLC'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Granite Telecommunications, LLC, ("Granite"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted Granite's Government Account Form and Letter of Agency; General Terms of Service; Privacy, Moderation of Use and Acceptable Use Policies; and the POTS Services Additional Terms and Conditions of Service, (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of Voice Services (the "Services"); and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Term.** The term of the Agreement will be on a month-to-month basis, but will expire no later than December 31, 2021, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
2. **Scope of Services.** Subject to this Addendum, Granite will render Services to County as described in Exhibit A. The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
4. **Limit of Appropriation.** Granite clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Twenty-Three Thousand, Six Hundred Fifty-Two and 00/100 dollars (\$23,652.00), specifically allocated to fully discharge any and all liabilities County may incur. Granite does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Granite may become entitled to and the total maximum sum that County may become liable to pay to Granite shall not under any conditions, circumstances, or interpretations thereof exceed Twenty-Three Thousand, Six Hundred Fifty-Two and 00/100 dollars (\$23,652.00). In

no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

5. **Public Information Act and Open Meetings Act.** Granite expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Granite shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Granite expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Granite or any other party for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Granite in any way associated with the Agreement.
8. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
  - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Granite verifies that if Granite employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Granite does not boycott Israel and will not boycott Israel during the term of this Agreement.

- b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Granite represents pursuant to § 2252.152 of the Texas Government Code, that Granite is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, GRANITE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Use of Customer Name.** Granite may use County's name without County's prior written consent only in any of Granite's customer lists, any other use must be approved in advance by County.
13. **Product Assurance.** Granite represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Granite to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Granite will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Granite's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Granite's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.
14. **Performance Warranty.** Granite warrants to County that Granite has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Granite will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- Granite warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.
15. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.



16. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
19. **Personnel.** Granite represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Granite shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Granite shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Granite or agent of Granite who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

20. **Compliance with Laws.** Granite shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Granite shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. Granite in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
21. **Termination.**

21.1. Termination for Convenience. County may terminate this Agreement at any time for any reason upon thirty (30) days written notice.

21.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If Granite fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If Granite materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this

Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

21.3. If, after termination, it is determined for any reason whatsoever that Granite was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 21.1 above.

21.4. Upon termination of this Agreement, County shall compensate Granite in accordance with § 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Granite's final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.

21.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Granite.

21.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

22. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Granite release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

23. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

24. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

25. **Insurance.** Prior to commencement of the Services under this Agreement, Granite shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Granite shall provide certified copies of insurance endorsements and/or policies if requested by County. Granite shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Granite shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact

business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a). Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (b). Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (c). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- (d). Professional Liability insurance with limits not less than \$1,000,000.

All Liability policies including Workers' Compensation written on behalf of Granite shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Granite warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

Granite's or Granite's subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Granite's or Granite's subcontractor's insurance will be kept in force until all service have been fully performed and accepted by County in writing.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, or faxed to the following County contact:

Name: Wyatt Scott, Director of Risk Management  
 Address: 301 Jackson St., Suite 224, Richmond, TX 77469  
 Facsimile Number: 281-341-3751

26. **Entire Agreement.** This Agreement, together with all agreements between the parties referenced in this Addendum, embodies the entire understanding between the parties with respect to the Terms and Conditions, and there are no prior effective representations, warranties or agreements between the parties with respect to the Terms and Conditions. This Agreement shall supersede and replace all previous agreements pertaining to the Terms and Conditions between any of the parties. No waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by authorized representatives of each of the parties.

## 27. Notices.

27.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

27.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology  
Attn: Information Technology Director  
500 Liberty Street, Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Granite: Granite Telecommunications, LLC  
100 Newport Avenue Ext.  
Quincy, MA 02171  
Attention: Legal Department

27.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 27.1 and 27.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

27.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

27.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution by both parties.

FORT BEND COUNTY

Jaime Kovar  
Jaime Kovar  
Purchasing Agent

Date

REVIEWED:

Robyn Dougherty

Information Technology Department

GRANITE TELECOMMUNICATIONS, LLC

[Signature]  
Authorized Agent - Signature

Rand Currier  
Authorized Agent- Printed Name

Title

Date

## AUDITOR'S CERTIFICATE


I hereby certify that funds in the amount of \$ 23,652.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

[Signature]  
Robert Ed Sturdivant, County Auditor

Exhibit A: Granite's Government Account Form and Letter of Agency; General Terms of Service; Privacy, Moderation of Use and Acceptable Use Policies; and the POTS Services Additional Terms and Conditions of Service

# Exhibit A



	<b>GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY</b>		Sales Rep: Joseph Divico
	<b>POTS ONLY</b>		Order Date: 12/10/2020
<b>CUSTOMER INFORMATION</b>			
Government Entity Name ("Customer"): Fort Bend County			
Billing Telephone Number:			
Designated Contact:		Contact Phone Number:	
Service Address (Street/Suite): See <u>Appendix A-1</u>			
Mailing/Billing Address (Street/Suite): 500 Liberty Street Suite 212		City: Richmond	State/Zip Code: TX 77469
Additional Comments/Notes (if any):			
<b>AGREEMENT AND AUTHORIZATION</b>			
<p>By signing this Government Account Form and Letter of Agency ("LOA"), Customer hereby (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in <u>Appendix A</u>, attached hereto and incorporated herein, and such other Services as Customer may order from time to time after the date hereof and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.</p> <p>Services under this Agreement shall be on a month-to-month basis. Customer can cancel services at any time given 30 (thirty) days written notice.</p> <p>The Terms of Service, found at <a href="http://www.graniteet.com/legal">www.graniteet.com/legal</a> set forth the rights and responsibilities of Customer and Granite concerning Services to be provided and in regards to other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. All terms and conditions of the Terms of Service are incorporated herein by reference.</p> <p><i>This LOA is confidential and may not be disclosed to third parties except to the extent required by applicable statute.</i></p>			
<b>SIGNATURE</b>			
The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.			
<b>Customer</b>			
By: _____ Print Name: _____ Title: _____ Date: _____			
<i>Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).</i>			

**Appendix A****Services Selected**

- ☒ Voice Services (POTS, Long Distance, Local and LD TI and PRI) (See Note 1)
- ☐ Broadband Services
- ☐ MPLS and/or Dedicated Internet Access Services
- ☐ VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)
- ☐ Mobility Services (Mobility Data and Mobility Voice)
- ☐ Granite Grid Services
- ☐ Conferencing Services (Audio Conferencing and Web Conferencing)
- ☐ Managed Services
- ☐ Monitoring Services
- ☐ Other Services (List): \_\_\_\_\_

*Note 1: Unless otherwise noted herein, in addition to these rates and charges set forth in this LOA (a) certain other rates and charges may apply, as provided for by tariff, the FCC or other governmental entity, or other regulation or requirements and (b) Customer will pay to Granite all applicable taxes (including sales, use and excise taxes). In the event that Customer elects additional services, additional fees may apply. Customer acknowledges that it will be charged in accordance with the rates and plans listed on Appendix A-1, attached hereto and incorporated herein, plus any and all additional charges as may be set forth in the Terms of Service.*

*Note 2: See quote and other documents attached hereto as Appendix A-1 for specific details related to Services ordered.*



### Appendix A-1

#### Service Locations and Specifics (Insert Service Locations, quantities, and the Quote)

**Services Consolidated:**

Services	Consolidated Units		Current Monthly Cost	Granite Monthly Total	Monthly Savings	Annual Savings	Savings %
	#	%					
Analog	71	100%	\$3,454	\$2,528	\$826	\$9,912	24%
<b>Total</b>	<b>71</b>	<b>100%</b>	<b>\$3,454</b>	<b>\$2,528</b>	<b>\$826</b>	<b>\$9,912</b>	<b>24%</b>

**Summary by Location:**

Carrier	Location	PN	Current Pricing	Granite Pricing	Monthly
Frontier	100 Louisiana St	2812080066	\$56.50	\$38.00	\$18.50
Frontier	100 Louisiana St	2812080069	\$56.50	\$38.00	\$18.50
Frontier	100 Louisiana St	2812080079	\$56.50	\$38.00	\$18.50
Frontier	100 Louisiana St Total		\$169.50	\$114.00	\$55.50
Frontier	2725 Fm 528 Rd	28149310453	\$58.70	\$52.57	\$6.13
Frontier	2725 Fm 528 Rd Total		\$58.70	\$52.57	\$6.13
Frontier	307 Texas Pky	2812616164	\$62.10	\$52.57	\$9.53
Frontier	307 Texas Pky	2812616180	\$62.10	\$52.57	\$9.53
Frontier	307 Texas Pky	2812616491	\$62.10	\$52.57	\$9.53
Frontier	307 Texas Pky	2814993818	\$62.10	\$52.57	\$9.53
Frontier	307 Texas Pky	2812682050	\$62.10	\$52.57	\$9.53
Frontier	307 Texas Pky	2812614663	\$62.10	\$52.57	\$9.53
Frontier	307 Texas Pky	2812614779	\$62.10	\$52.57	\$9.53
Frontier	307 Texas Pky Total		\$495.30	\$327.90	\$167.40
Frontier	5055 Sierra Pky	28143114936	\$60.00	\$50.00	\$10.00
Frontier	5055 Sierra Pky Total		\$60.00	\$50.00	\$10.00
Frontier	3110 57th St - Centex	2814992616	\$62.35	\$53.57	\$8.78
Frontier	3110 57th St - Centex Total		\$62.35	\$53.57	\$8.78
Frontier	1530 Texas Pky	2812064621	\$62.10	\$52.57	\$9.53
Frontier	1530 Texas Pky	2812610570	\$62.10	\$52.57	\$9.53
Frontier	1530 Texas Pky	2812610584	\$62.10	\$52.57	\$9.53
Frontier	1530 Texas Pky	2812611610	\$62.10	\$52.57	\$9.53
Frontier	1530 Texas Pky	2812613044	\$62.10	\$52.57	\$9.53
Frontier	1530 Texas Pky	2812615044	\$62.10	\$52.57	\$9.53
Frontier	1530 Texas Pky	2814991511	\$62.10	\$52.57	\$9.53
Frontier	1530 Texas Pky	2814991524	\$62.10	\$52.57	\$9.53
Frontier	1530 Texas Pky	2814991558	\$62.10	\$52.57	\$9.53
Frontier	1530 Texas Pky	2814994108	\$62.10	\$52.57	\$9.53
Frontier	1530 Texas Pky	2814998184	\$62.10	\$52.57	\$9.53
Frontier	1530 Texas Pky	2814998297	\$62.10	\$52.57	\$9.53
Frontier	1530 Texas Pky Total		\$740.80	\$500.00	\$240.80
Frontier	2496 Texas Pky	2814998914	\$60.00	\$50.00	\$10.00
Frontier	2496 Texas Pky Total		\$60.00	\$50.00	\$10.00
Frontier	3114 57th St	2814994669	\$62.10	\$53.57	\$8.53
Frontier	3114 57th St	2814994871	\$62.10	\$53.57	\$8.53
Frontier	3110 57th St	2814999782	\$62.10	\$53.57	\$8.53
Frontier	3110 57th St	2814999793	\$62.10	\$53.57	\$8.53
Frontier	3110 57th St Total		\$248.70	\$134.28	\$114.42

## Summary by Location.

Carrier	Monthly Service Report Location	TN	Current Pricing	Granite Pricing	Savings
Consolidated Common 2813920953		2813920953	\$27.50	\$25.00	\$2.50
Consolidated Common 2813920953 Total			\$27.50	\$25.00	\$2.50
Consolidated Common 2813951551		2813951551	\$30.70	\$30.20	\$0.50
Consolidated Common 2813951551		2813951551 (1)	\$30.70	\$30.20	\$0.50
Consolidated Common 2813951551 Total			\$61.40	\$60.40	\$1.00
Consolidated Common 2815741014		2815741014	\$30.50	\$30.20	\$0.30
Consolidated Common 2815741014		2815741014 (1)	\$30.50	\$30.20	\$0.30
Consolidated Common 2815741014		2815741014 (2)	\$30.50	\$30.20	\$0.30
Consolidated Common 2815741014		2815741014 (3)	\$30.50	\$30.20	\$0.30
Consolidated Common 2815741014		2815741014 (4)	\$30.50	\$30.20	\$0.30
Consolidated Common 2815741014 Total			\$152.50	\$151.00	\$1.50
Consolidated Common 2816937842		2816937842	\$40.66	\$35.63	\$5.03
Consolidated Common 2816937842		2816937842(1)	\$40.66	\$35.63	\$5.03
Consolidated Common 2816937842		2816937842(2)	\$40.66	\$35.63	\$5.03
Consolidated Common 2816937842		2816937842(3)	\$40.66	\$35.63	\$5.03
Consolidated Common 2816937842		2816937842(4)	\$40.66	\$35.63	\$5.03
Consolidated Common 2816937842		2816937842(5)	\$40.66	\$35.63	\$5.03
Consolidated Common 2816937842		2816937842(6)	\$40.66	\$35.63	\$5.03
Consolidated Common 2816937842		2816937842(7)	\$40.66	\$35.63	\$5.03
Consolidated Common 2816937842		2816937842(8)	\$40.66	\$35.63	\$5.03
Consolidated Common 2816937842		2816937842(9)	\$40.66	\$35.63	\$5.03
Consolidated Common 2816937842		2816937842(10)	\$40.66	\$35.63	\$5.03
Consolidated Common 2816937842		2816937842(11)	\$40.66	\$35.63	\$5.03
Consolidated Common 2816937842		2816937842(12)	\$40.66	\$35.63	\$5.03
Consolidated Common 2816937842 Total			\$528.50	\$463.19	\$65.31
Consolidated Common 9797933407		9797933407	\$36.50	\$33.63	\$2.87
Consolidated Common 9797933407 Total			\$36.50	\$33.63	\$2.87
Consolidated Common 9797933403		9797933403	\$37.50	\$35.63	\$1.87
Consolidated Common 9797933403		9797933403(1)	\$37.50	\$35.63	\$1.87
Consolidated Common 9797933403		9797933403(2)	\$37.50	\$35.63	\$1.87
Consolidated Common 9797933403		9797933403(3)	\$37.50	\$35.63	\$1.87
Consolidated Common 9797933403		9797933403(4)	\$37.50	\$35.63	\$1.87
Consolidated Common 9797933403 Total			\$202.50	\$178.16	\$24.34
Consolidated Common 9797933700		9797933700	\$37.70	\$35.63	\$2.07
Consolidated Common 9797933700		9797933700(1)	\$37.70	\$35.63	\$2.07
Consolidated Common 9797933700		9797933700(2)	\$37.70	\$35.63	\$2.07
Consolidated Common 9797933700 Total			\$113.25	\$106.89	\$6.36
Consolidated Common 9797934270		9797934270	\$37.50	\$35.63	\$1.87
Consolidated Common 9797934270		9797934270(1)	\$37.50	\$35.63	\$1.87
Consolidated Common 9797934270		9797934270(2)	\$37.50	\$35.63	\$1.87

Summary by Location:

Monthly Savings Report					
Carrier	Location	YN	Current Pricing	Granite Pricing	Savings
Consolidated Commun 9797934270		9797934270(3)	\$37.50	\$35.63	\$1.87
Consolidated Commun 9797934270		9797934270(4)	\$37.50	\$35.63	\$1.87
Consolidated Commun 9797934270 Total			\$187.50	\$178.15	\$9.35
Consolidated Commun 9797934775		9797934775	\$37.70	\$35.63	\$2.07
Consolidated Commun 9797934775		9797934775(1)	\$37.70	\$35.63	\$2.07
Consolidated Commun 9797934775 Total			\$75.40	\$71.26	\$4.14
Consolidated Commun 9797937073		9797937073	\$37.70	\$35.63	\$2.07
Consolidated Commun 9797937073		9797937073(1)	\$37.70	\$35.63	\$2.07
Consolidated Commun 9797937073		9797937073(2)	\$37.70	\$35.63	\$2.07
Consolidated Commun 9797937073 Total			\$113.10	\$106.89	\$6.21
Consolidated Commun 9797937557		9797937557	\$37.70	\$35.63	\$2.07
Consolidated Commun 9797937557 Total			\$37.70	\$35.63	\$2.07

## **GENERAL TERMS OF SERVICE**

Services referenced in the Agreement are offered to Customer by Granite.

Customer shall contract for, and order, Services on Service Order Documents and using procedures acceptable to Granite in all respects.

The offer, provisioning and delivery of Services are subject at all times to the receipt by Granite of all required approvals and/or authorizations from regulatory agencies having jurisdiction over Services or Granite.

The Agreement is entered into by and between Customer and Granite. Customer has, and is deemed to have, accepted to be bound by these General Terms of Service and any Additional Terms of Service, including all terms and conditions incorporated therein or herein by reference upon: (a) Customer submitting a service order for Services; (b) Customer signing Service Order Documents or other documents stating that Customer has accepted such terms; and/or (c) Customer receiving and using Services without Service Order Documents or other documents as described herein.

### **General Terms and Conditions**

#### **1. Definitions; Interpretations.**

1.1 **Definitions.** Except as otherwise defined herein, capitalized terms shall have the meanings ascribed to them as set forth in Attachment A, attached hereto and incorporated herein or the applicable Additional Terms of Service. Words or expressions not defined are to be construed as having the meaning generally attributed to them in the telecommunications industry. All capitalized terms defined in the Agreement include the plural as well as the singular.

1.2 **Attachments.** The following are attached hereto and incorporated herein:

- (a) Attachment A - Definitions
- (b) Attachment B - Escalation Procedures
- (c) Attachment C - Internet Based Services -- Additional Terms and Conditions of Service

1.3 **Interpretation.** In the event of any inconsistencies between the documents comprising the Agreement, and only to the extent of such inconsistencies, the interpretation of the Agreement shall be controlled by the following order of precedence (from the most to the least controlling): (a) any applicable filed and effective tariff and/or service guide, if any; (b) the applicable Additional Terms of Service; (c) these General Terms of Service; and (d) the provisions of quotes, Service Order Documents and/or other written document(s) accepted by Granite. In the event that Granite and Customer execute a separate master services agreement, then that master services agreement shall fall before these General Terms of Service in the order of precedence. This order of precedence notwithstanding, terms and conditions including pricing contained in any other writing will be controlling, if specific agreement language permits.

#### **2. Agreement to Provide Services.**

2.1 **Services.** Subject to the terms and conditions of the Agreement, and in consideration of the payments for such Services ordered by Customer in accordance with Service Order Documents, Customer has agreed to purchase, and Granite shall provide, the Services in accordance with the Agreement. Granite shall be responsible for the performance of all of its obligations under the Agreement, including those that it performs through Providers and other subcontractors. Customer may designate Authorized Users for the Services at the Rates and Charges and on the terms and conditions set forth in the Agreement. Customer shall be financially responsible for any Authorized User's purchase of Services. Unless otherwise consented to by Granite, Services may only be used by Customer, Authorized Users and their respective end users and may not be resold. Customer is solely and entirely responsible for the management and backup of all of Customer's data, and all updates, upgrades, and patches to any software that Customer uses in connection with Services. All Services are for Customer's own commercial use only and are not for resale.

2.2 Minimum Commitment. Except as otherwise provided for in these General Terms of Service, any Additional Terms of Service or Service Order Documents, nothing in the Agreement shall be construed as obligating Customer to order any particular minimum volume of Services.

2.3 Additional Terms of Service. Certain Services including, without limitation, Broadband Services, Access Services, VoIP Services, Granite Grid Services, Granite Guardian and Managed Services and Network Integration Services, may be subject to additional terms and conditions (including, without limitation, initial minimum Service Terms and Early Termination Fees) as referenced in these General Terms of Service or the applicable Additional Terms of Service, specific Service Order Documents for such Services and/or other writings accepted by Granite.

2.4 Customer Authorization. Customer hereby (a) engages Granite and/or its affiliates to provide Services as set forth in Service Order Document(s) or as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting and/or maintaining Services, including ordering, changing and/or maintaining such Services, and to do such other things reasonably necessary to provide such Services and as Customer may from time to time request. To subscribe to Services, Customer must have executed an LOA for such Services in the form attached hereto or as otherwise approved by Granite in its sole discretion.

## 2.5 Equipment.

(a) As a general matter, Granite will have no obligation to provide, install, configure, license or otherwise provide software for, maintain, support, or repair CPE unless otherwise specified herein, in an applicable Service Schedule or Service Order Document. To the extent CPE is necessary to Granite's Services, Customer shall procure and make available to Granite, at Customer's locations where Services are provided, at Customer's sole cost and expense, including supplying adequate space, electrical supply, heating and cooling to ensure Granite's Services can be utilized as intended.

(b) In cases where Customer does order CPE from Granite, unless otherwise specified in the applicable Service Schedule or Service Order Document, Customer shall have the options of: (i) a one-time non-recurring charge ("NRC") to purchase the CPE; or (ii) a monthly-recurring charge ("MRC") to use the CPE while it is being utilized to deliver Granite Services. When provided on a MRC basis, Customer shall maintain the CPE in good working condition, ordinary wear and tear excepted, and shall return CPE to Granite within thirty (30) days of Granite's replacing/upgrading the CPE or termination of the Services the CPE had supported.

(c) In the event that Customer does not satisfy payment obligations and commitments associated with Granite-provided CPE, Granite reserves the right to: (i) require Customer to return such CPE to Granite in good condition, ordinary wear and tear excepted, otherwise Customer shall be liable for the replacement cost of such CPE; and/or (ii) require Customer to pay an amount equal to or less than the outstanding payment obligations for such CPE. Granite-provided CPE not used in the design and/or implementation of Services, and returned to Granite or returned to Granite as a result of cancellation and/or early termination of Services is subject to a restocking fee.

(d) Granite-provided CPE shall solely carry the manufacturer's warranty and shall not be covered under any other Granite warranty or representation. In addition to the manufacturer's warranty, for CPE provided by Granite on an MRC basis, Granite shall provide standard remote troubleshooting and break/fix support. Technician dispatches, including for installation and repair, are not included. Advanced support programs may be made available by Granite to Customer at additional charge as described in the applicable Service Schedule or Service Order Document or otherwise communicated by Granite to Customer.

(e) Additional CPE Terms. (i) CPE as described herein is not inclusive of licenses or software, but only refers to the equipment / device / hardware. Granite-provided licenses and software will be specified in the applicable Service Schedule or Service Order Document. (ii) Granite-provided CPE risk of loss shall pass to Customer upon shipment from origin. Shipments shall be performed at then standard common carrier rates for two-day standard shipping unless otherwise agreed between the Parties. Customer will be invoiced for all shipping costs. Customer's signature is required on delivery; Granite will use reasonable efforts to provide

Customer with updates regarding common carrier delays. (iii) CPE provided by Granite on an MRC basis is and shall remain the property of Granite regardless of where installed within the Customer's service location(s), and shall not be considered a fixture or an addition to the land or the service location(s). At any time Granite may remove or change such CPE in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any such CPE or permit others to do so, and shall not use the CPE for any purpose other than that authorized by the Agreement. Granite shall maintain CPE provided by Granite on an MRC basis in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Granite's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the CPE. Customer is responsible for damage to, or loss of, such CPE caused by its acts or omissions, and its noncompliance with this Agreement, or by fire, theft or other casualty at the service location(s), unless caused by the negligence or willful misconduct of Granite. Customer agrees not to take any action that would directly or indirectly impair Granite's title to the CPE, or expose Granite to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Subject to other terms and conditions herein, following the discontinuance of the Services to the service location(s), Granite retains the right to remove the CPE including, but not limited to, that portion of the CPE located within the service location(s).

## 2.6 Provisioning of Services

(a) Customer, at its own expense, shall secure throughout the Service Term any easements, leases, licenses or other agreements necessary to allow Granite to use pathways into and in each building at which Customer's or its end user's premises is located, to the Demarcation Point. Such access rights shall grant to Granite the right, without the requirement of notice, to access such premises during business hours of each location and as otherwise reasonably requested by Granite to install, maintain, repair, replace and remove any and all equipment, cables or other devices Granite deems necessary to provide Services. Granite, its employees, contractors and/or agents shall have access to any facilities at Customer premises. Notwithstanding anything to the contrary herein, Granite shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer (including, but not limited to, the failure to provide Granite prompt access) and/or caused by any notice or access restrictions or requirements. Unless Customer engages Granite to provide specific additional services, Customer is responsible, at its sole cost and expense, for contacting to the Demarcation Point.

(b) Granite may reject any order for Services that is not in accordance with the provisions of the Agreement or if Granite is unable to provision such Services as ordered.

(c) Granite is not responsible for loss of income or time due to an order not being completed within the time frame desired, service outages, missed appointments, and/or trouble ticket dispatches. Granite is not responsible for any delays in provisioning or failures of Services related to inaccurate information provided by Customer and/or changes in Customer's network that are not communicated to Granite.

(d) Should a new order be placed for a Service, a Provider may find it necessary to migrate services from Customer's former service provider in order to complete Customer's installation. This may occur without warning during the course of Customer's order. Customer is ultimately responsible for identifying this prior to initial order placement as well as handling any outstanding contractual obligations with Customer's former service provider.

(e) An individual, who is authorized and has the capacity to act on behalf of Customer, must be present to grant access so that the technician can complete his/her work. In the event that there is no such individual present at the scheduled time of the technician visit, and notification was not provided to Granite at least two (2) business days in advance, there may be a missed appointment fee or other similar charge. Similarly, a no access fee may be charged if a technician is denied access to the Demarcation Point due to a locked facility, or by the actions of third parties. If Granite dispatches a field technician to Customer location and the problem is caused by (i) CPE or (ii) any acts or omissions of Customer or any of its end users, invitees, licensees, customers, agents or contractors, Customer will pay Granite for any and all associated time and materials at Granite's then standard rates.

(f) If Customer pre-authorizes inside wiring during order placement, Customer is financially responsible for any and all applicable fees for such inside wiring services. If Customer chooses not to pre-authorize



inside wiring work, and it is determined that additional wiring is needed to complete Customer's installation, it is Customer's responsibility to ensure the necessary wiring is completed by Customer or a third party vendor.

(g) If any services are performed by any other vendor then Customer is subject to the terms and conditions that vendor may establish for providing such services and Granite is not responsible for, and assumes no liability or provide warranties for, such services.

(h) Any technical support that Granite provides is limited to the connectivity of Services. Support for other applications and uses is not provided or implied unless it is a specifically contracted service.

2.7 Maintenance. Granite and its Provider(s) may interrupt Services for maintenance and other operational reasons, and except as otherwise provided herein, Customer shall not be entitled to receive any remuneration for such interruptions. Granite will use reasonable efforts to notify Customer when possible. Providers may perform emergency maintenance on Services in their respective sole and absolute discretion, with or without prior notice to Customer, to preserve the overall integrity of such Provider's network. Granite will use commercially reasonable efforts to notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts any Services.

## 2.8 Modifications to Services; Service Moves.

(a) Granite may modify from time to time, and in any way, without limitation, any data, software, or hardware used to provide Customer with Services. Certain changes to Services may affect the operation of Customer's personalized applications and content. While Granite will work with Customer to provide proper notice of such changes, Customer is solely responsible, and Granite is not liable, for any and all such personalized applications and content, except as expressly agreed to by Granite.

(b) In the event of a Services move (i.e. if Customer moves and has Services installed at the new location), a new initial minimum Service Term will begin again from the Service Start Date at the new location. Additionally, in the event of a switch from another service provider to Granite, the initial minimum Service Term will begin from the date that the service provider switch is completed. Requests to have Customer's Services changed with a specific order to an alternate service provider at any time during an active Service Term may be subject to a fee to cover Granite's provisioning expenses.

2.9 Service Level Agreements. SLAs for Services, if any, are determined on an individual case basis and will be set forth in the Additional Terms of Service or a separate SLA document (as set forth at [www.granitenet.com](http://www.granitenet.com) or otherwise communicated to Customer at the time it makes its service order).

2.10 Fraud, Abuse and/or Unauthorized Use of Services. The Parties agree that Customer shall be responsible for any fraud, abuse and/or unauthorized use of Service(s) by Customer, its employees, end users, or any other third party. Customer shall not be excused from paying for Service(s) provided to Customer, or any portion thereof, on the basis that fraud, abuse and/or unauthorized use of Service(s) comprised all, or any portion of, the Service(s). In the event Granite discovers fraud, abuse and/or unauthorized use of Service(s), nothing contained herein shall prohibit Granite from taking any immediate action (without notice to Customer) that Granite deems to be reasonably necessary to prevent such fraud, abuse and/or unauthorized use of Service(s) from taking place including, without limitation, blocking or terminating Service(s), provided that Granite shall not be required under any circumstances to take such action. Customer will defend and indemnify Granite, its employees, directors, officers and agents from and against any suit, proceeding or other claim, damages, costs and expenses brought by an entity (not a party to or an Affiliate of a party to the Agreement) that is caused by, arises from, or relates to fraud, abuse and/or unauthorized use of Service(s).

2.11 IP Addresses. Customer agrees that any IP address assignments and allocations from Granite are based on the address lending policy of American Registry for Internet Numbers and applicable agencies. It is an express condition of the Agreement, that the use of Services and the loan of such IP addresses that such assignments and allocations shall terminate and the IP addresses shall be returned to Granite when the Agreement and/or any applicable Services expire or are terminated. Granite reserves the right to recover any address space due to inadequate utilization or an AUP violation.

### 3. Rates and Charges; Billing and Payment.

#### 3.1 Rates and Charges.

(a) Rates and Charges for Services are as set forth in the Service Order Documents or as otherwise communicated to Customer at the time of ordering such Services and may vary depending on Service type, features, equipment and other costs to deliver the Service to Customer. Except as otherwise provided for in these General Terms of Service, any Additional Terms of Service or in any Service Order Documents, (i) the Rates and Charges for Services are the Rates and Charges applicable as of the Effective Date of such specific Services; and (ii) the Rates and Charges may be changed by Granite in its discretion, in accordance with Section 3.1(b), provided, that Customer shall be given prior written notice of any such change. All Rates and Charges for the Services set forth in any preliminary quote are subject to final approval and acceptance by Granite. There will be a rebill fee (equal to the then-current charge assessed to similarly situated customers of Granite) applied on all Services ordered that are not ordered on Granite's wholesale platform including, but not limited to, those Services not subject to any discount from the Provider and/or any Services that are rebilled by Granite for Customer. All additions to Services are recognized as non-refundable regardless of utilization by Customer.

(b) Granite may modify the Rates and Charges at any time for (i) new orders, (ii) Services that are on month-to-month Service Terms (including Services for which longer initial minimum Service Terms or any renewal Service Terms have expired) and/or (iii) Service features not essential to the underlying Service's operation. In addition, Granite reserves the right to modify the Rates and Charges during Services' initial minimum Service Terms or renewal Service Terms, provided that, before going into effect, Granite provides Customer not less than thirty (30) days' prior written notice to Customer of same and during the interim (i.e., between the notice and effective dates) Customer will have the opportunity to object to such modification in writing to Granite upon receipt of which Granite and Customer shall work in good faith to resolve the disagreement. Subject to the foregoing, any continued use of Services after the modified Rates and Charges take effect shall be deemed acceptance of the new Rates and Charges.

#### 3.2 Billing; Payment.

(a) Granite shall use commercially reasonable efforts to accurately and promptly bill Customer for the Rates and Charges applicable to Services and other related charges, including, without limitation, applicable surcharges and taxes. Billing will commence on the Service Start Date of each specific Service. Customer will be financially responsible for all service time thereafter unless Granite is notified within a timely manner (meaning within five (5) days of the Service Start Date) of an outstanding issue which Granite deems to justify service credit. Granite shall invoice Customer monthly in advance for all monthly recurring charges for Services to be provided during the following month, and shall invoice all other charges, including but not limited to, non-recurring charges and usage charges, if any, in arrears. All payments received by Granite will be applied to the oldest unpaid invoice in relation to Customer's account. Payments will be due upon receipt of Customer's invoice. Beginning thirty (30) days following the date of Granite's invoice, Granite may charge late fees to Customer on the amount of the outstanding balance owed by Customer to Granite in the amount up to or the highest amount allowed by applicable law. If a payment in any form is recovered or otherwise not paid by Customer's financial institution, there may be a returned payment fee. Acceptance of any late or partial payment (even if marked "paid in full" or with other words of similar effect) shall not waive any of Granite's rights to collect the full amount of Customer's charges for the Services. Granite charges for Services continuously regardless of whether or not Customer is utilizing such Services because Granite and/or its Provider(s) continue to maintain Customer's connection, reserve IP space, accept mail and/or keep files Customer has saved in Customer's account on Granite's servers (if applicable) and this also applies to accounts that are suspended (denied access) due to non-payment.

(b) All Rates and Charges assume that Customer pays Granite using a form of payment that will not result in Granite incurring additional fees and/or charges from any third party (i.e. a discount for cash payment). To the extent that does not occur, and Granite incurs any additional fees and/or charges, including but not limited to additional fees and/or charges from third parties that a Customer uses for invoice processing, Granite reserves the right to charge Customer Rates and Charges higher than those quoted in the Agreement, any Service Order Documents, or as otherwise communicated to Customer at the time of ordering such Services.



(c) If Customer fails to pay any undisputed and overdue amount within ten (10) days from the date of any written notice from Granite requesting such payment, Customer shall also pay all of Granite's reasonable costs of collection, including but not limited to reasonable attorney's fees. In the event Customer's account is in arrears, Granite may, upon written notice to Customer, suspend its provision of Services under the Agreement in whole or in part until Customer's account has been brought current.

3.3 Billing Disputes. Customer may dispute in good faith any charge by contacting a Granite account representative in writing or by e-mail of the specific nature and amount of the dispute, and, if Customer has already paid such charge, may seek a refund of such payment ("Billing Dispute Notification"). Customer must pay all amounts, whether or not in dispute, by the due date. All claims must be submitted to Granite within ninety (90) days of the date of Granite's invoice for the Services for which charges are disputed, or the billing shall be deemed correct and Customer waives all rights to file a claim. Upon receipt of a Billing Dispute Notification, Granite shall promptly commence an investigation of the dispute and will use commercially reasonable efforts to resolve such dispute within thirty (30) days. No interest, credits or penalties will apply with respect to the disputed amounts during the pendency of the dispute. If Granite determines that Customer is entitled to a credit, Customer shall receive a credit on Customer's next invoice. Notwithstanding the foregoing, Section 3.2(c) shall also apply to any amounts which Customer disputes in good faith that are ultimately determined to have been due and payable to Granite.

### 3.4 Taxes and Other Charges.

(a) Customer will pay to Granite all federal, state and local taxes (including sales, use and excise taxes) that are measured directly by the payments made by Customer to Granite under the Agreement and are required to be collected by Granite, provided, however, that in no event shall Customer be obligated to pay any of Granite's franchise taxes, taxes based on Granite's net income, business and license taxes, property taxes for which Customer is exempted by law, or any penalties associated with Granite's failure to properly remit taxes.

(b) Certain other rates, charges, surcharges and/or fees may apply, as provided for by tariff, the FCC, other governmental entities, applicable law or other regulation or requirements. Customer shall be responsible for payment of all surcharges, regulatory fees and/or programs, however designated, imposed on or based upon the provision, sale or use of Services, and for certain other variable expenses incurred by Granite as a result of local, state or federal regulation, including, its payments to government entities and agents and Provider(s) and its internal costs of compliance associated with taxes and regulatory fees and programs including, but not limited to, 911 access, universal service programs, franchise fees, FCC and state regulatory fees, and/or utility, telecommunications, excise or other taxes not recovered by Customer through a separate line item. Granite may charge a single, separate surcharge because of the fluctuation of such aforementioned regulatory surcharges. Customer agrees to pay all invoiced regulatory surcharges.

(c) Additional fees may apply, in the event that Customer elects or uses additional Services or for ancillary or Service-related orders (for example, a move, add or Service change).

### 3.5 Termination and Cancellations Fees.

(a) Customer agrees that damages for termination or cancellation of Services are difficult or impossible to ascertain and the damages set forth in the Agreement including, without limitation, the Early Termination Fees or cancellation fees, are intended to serve as liquidated damages and not a penalty and such fees and charges are reasonable.

(b) In the event that Customer cancels all or any portion of any Services after ordering such Services but prior to the acceptance of such order by Provider(s), Customer may be subject to cancellation fees or charges (which fees or charges may vary by specific Service depending on Provider(s)).

(c) In the event that Customer cancels or terminates all or any portion of any Services (including CPB) after ordering such Services and Provider(s)' acceptance of such order, but prior to the Service Start Date, then Customer shall pay to Granite, immediately upon demand, (i) three (3) times the monthly recurring charges for such Services, plus (ii) any and all actual expenses incurred by Granite to purchase, activate, install

and/or terminate Services, including, but not limited to, any additional early termination/cancellation penalties as assessed by Provider(s) (which fees or charges may vary by specific Service depending on Provider(s)). A cancellation fee may be charged if a scheduled cutover/installation is cancelled with less than 24 hours' notice.

(d) Granite may charge a cancellation fee to Customer if a scheduled loop drop, cutover and/or installation is cancelled with less than 24 hours' notice.

(e) After Granite provides thirty (30) days' prior notice to Customer of specific site requirements for Services to be provided, if Customer does not (a) meet said requirements by the end of such 30-day period; or (b) provide Granite with a reasonable date (meaning within 15 days after the end of such 30-day period) upon which such site requirements will be met by Customer, then Granite may cancel the order for the Services and charge a cancellation fee to Customer, then Customer shall pay to Granite, immediately upon demand, any and all actual expenses incurred by Granite to order, survey, engineer, activate, install (including construction charges) and/or terminate Services, including, but not limited to, any additional early termination/cancellation penalties as assessed by Provider(s).

3.6. Credit Terms. Granite reserves the right to perform a credit review and/or approval. Granite reserves the right, at its sole discretion, to (a) either decline or cancel a service order without liability to either Party or (b) require appropriate advance deposits, prepayment of certain charges and/or other security for Services.

#### 4. Term and Termination.

4.1 Term. The term of the Agreement shall begin on the Effective Date of such Services and continue until terminated as set forth herein (the "Term").

##### 4.2 Termination.

(a) Except as provided in Section 3.2, either Party may terminate the Agreement or specific Services upon thirty (30) days' written notice to the other Party. Notwithstanding the foregoing, Early Termination Fees (as set forth in these General Terms of Service or any Additional Terms of Service) shall apply to certain Services having an initial minimum Service Term that are terminated for any reason prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer.

(b) It is Customer's responsibility to notify Granite of any cancellation or termination of Services in writing and for Customer to comply with any commercially-reasonable process reasonably required by Granite to complete said cancellation or termination, e.g., completing forms. All disconnection requests will be processed on the date the request is received. This applies to both total account and specific Service terminations. Returning hardware at the completion of the Service Term, or cessation of payment or use of Services does not constitute notification of cancellation. If Customer does not provide notice of Customer's intent not to renew Services after the end of the initial minimum Service Term, Services shall renew and continue in accordance with these General Terms of Service, any Additional Terms of Service or Services Schedules, and continue to be subject to the Agreement, including, without limitation, application of Rates and Charges. The terminated Services may be subject to Early Termination Fees and such Early Termination Fees will be applied and due at that time. Upon termination, Services will be discontinued and all files will be removed from Granite's servers (if applicable) without further notice.

(c) To the extent permitted by law, Granite reserves the right to terminate the Agreement and/or modify payment terms without notice in the event any one or more of the following occur: (i) Customer is adjudged insolvent; (ii) voluntary or involuntary bankruptcy proceedings commence against Customer; (iii) a court of competent jurisdiction appoints, or Customer makes an assignment of substantially all of its assets to a custodian; or (iv) if Granite determines, in its sole discretion, that there is a material change to Customer's financial stability. Furthermore, Granite may, at its sole discretion, terminate Service(s) on Granite's rebill platform in the event of non-payment or occurrence of the events described in Section 4(c)(i)-(iv).

(d) If Customer wishes to reinstate any Services with Granite, Customer may be required, at Granite's sole and absolute discretion, to (i) pay all outstanding charges from the inception of Customer's Service

continuously to the current month of reinstatement, which is always paid in advance; (ii) require a cash deposit, standby letter of credit and/or other security; and/or (iii) charge a reinstatement fee. Moreover, if Customer wishes to reinstate Customer's account, Customer will be subject to any and all installation and setup charges in effect at the time of reinstatement order placement, as well as any pertinent outstanding charges from Customer's former account.

4.3 Suspension of Services. Without prejudice to its other rights, Granite shall have the right to suspend Services immediately by written notice to Customer if Customer engages in criminal or willful tortious misconduct with regard to the Services, carries out any fraudulent activity with the intention of misleading or obtaining benefit from Granite and/or violates the AUP. Services which are within an active Service Term that are terminated due to violation of the Agreement including, without limitation, the AUP, will be assessed Early Termination Fees.

4.4 Survival. Notwithstanding anything to the contrary contained herein, any term or provision which by its nature extends beyond expiration or termination of the Agreement shall survive any such expiration or termination and remain in effect until fulfilled and shall apply to respective successors and assigns.

4.5 Service Terms. Unless otherwise provided for in these General Terms of Service, any applicable Additional Terms of Service or any Service Order Documents, all Services shall have a Service Term of month to month and, unless otherwise terminated in accordance with the Agreement, shall automatically renew on a month to month basis.

## 5. Insurance.

5.1 Coverages. Granite shall maintain from and after the Effective Date, and until the expiration or termination of the Agreement, insurance of the following kinds and amounts (either under the existing policies or by applying additional coverage available under any umbrella liability policy to the existing policies) or in the amounts required by law, whichever is greater: (a) Worker's Compensation and Employer's Liability Insurance affording (i) protection under the Worker's Compensation Law of the state in which work is to be performed or containing an all-states endorsement and (ii) Employer's Liability protection subject to a limit of not less than \$1,000,000; (b) Commercial General Liability Insurance written on an occurrence basis in an amount not less than \$1,000,000 per each occurrence, which insurance shall include (i) products and completed operations liability coverage and (ii) contractual liability coverage for the liabilities assumed by Granite under the Agreement (upon written request from Customer, the commercial general liability insurance shall name Customer as an additional insured); (c) Automobile Liability Insurance for hired and non-owned vehicles in an amount not less than \$1,000,000 combined single limit; and (d) Professional Errors and Omissions Liability Insurance with a limit of \$5,000,000.

5.2 Additional Terms. All insurance policies required to be maintained under Section 5.1 shall be procured from insurance companies rated at least A-VIII or better by the then current edition of Best's Insurance Reports published by A.M. Best Co. Granite shall provide Customer with certificates of insurance evidencing the required coverage concurrently with the Effective Date and upon each renewal of such policies thereafter, as reasonably requested by Customer. This Section 5 shall in no way affect the indemnification, limitation of liability, remedy and/or warranty provisions set forth in the Agreement.

## 6. Indemnification.

6.1 Mutual Indemnification. Granite and Customer shall indemnify and hold each other, their Affiliates and their respective shareholders, members, managers, officers, directors, partners, principals, employees, agents, successors and permitted assigns harmless against Damages arising out of, relating to, or resulting from third party claims resulting from injury to or death of any person (including injury to or death of their respective subcontractors or employees) or loss of or damage to real property or tangible personal property, to the extent that such Damages were proximately caused by the negligent act or omission or the willful or intentional misconduct of the Party from whom indemnity is sought or its agents, employees or subcontractors, in connection with the provision or use of Services. Granite shall not be liable under this Section 6.1 for Damages caused by services or equipment that is not furnished by Granite under the Agreement.

6.2 Limitations. Granite shall not be liable for, and Customer indemnifies and holds Granite harmless from, any and all Damages arising out of, relating to or resulting from (a) the content of communications transmitted by Customer in its use of the Services, including but not limited to libel, slander and/or invasion of privacy and/or (b) allegations that Customer or its end user have infringed the intellectual property rights of any person or entity.

6.3 Procedures. The indemnified Party under this Section 6: (a) must notify the indemnifying Party in writing promptly upon learning of any claim, suit or other action for which indemnification may be sought, provided, that failure to do so shall have no effect except to the extent the indemnifying Party is prejudiced thereby; (b) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the indemnifying Party shall have control of the defense or settlement, provided, that in the event that any settlement materially and adversely affects the price or performance of Services in use by Customer and Granite is unable to provide to Customer, at no additional cost to Customer, alternative Services that meet Customer's reasonable business needs; Customer shall be permitted to terminate the affected Service without liability upon thirty (30) days' prior written notice to Granite; and (c) shall reasonably cooperate with the defense, at the indemnifying Party's expense.

## 7. Limitation of Liability; Warranties.

### 7.1 EXCLUSIONS:

(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, DELIVERY OF SERVICES, OR DELAY IN INSTALLATION OF SERVICES. THE LIMITATIONS OF LIABILITY SET FORTH IN THESE GENERAL TERMS OF SERVICE SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THESE GENERAL TERMS OF SERVICE.

(B) GRANITE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (I) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (II) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (III) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (IV) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

(C) GRANITE IS NOT RESPONSIBLE FOR ANY INFORMATION OR CONTENT TRANSMITTED OVER SERVICES. GRANITE DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED BY CUSTOMER OR ANY OF ITS END USERS, INVITEES, LICENSEES, CUSTOMERS, AGENTS OR CONTRACTORS FROM, OR THAT IS TRANSMITTED OVER SERVICES.

7.2 LIMITATION OF LIABILITY. A PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE MONETARY REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE (SUBJECT TO SLAs FOR SPECIFIC SERVICES, IF ANY) OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICES OR OBLIGATIONS OF GRANITE UNDER THE AGREEMENT SHALL BE AS SET FORTH BELOW:

(A) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR DAMAGE TO REAL PROPERTY OR TANGIBLE PROPERTY NEGLIGENTLY CAUSED BY A PARTY OR ARISING OUT OF A PARTY'S WILLFUL ACTS OR OMISSIONS, OR DAMAGES ARISING FROM ANY BREACH OF SECTION 13 (CONFIDENTIAL INFORMATION), THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES; AND



(B) FOR LOSSES, DAMAGES, AND CLAIMS ARISING OUT OF THE DELIVERY OF SERVICES AND/OR PRODUCTS INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES OR THE GRANITE EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT, IF ANY (PROVIDED, IN NO EVENT SHALL SUCH SERVICE CREDIT EXCEED THE AMOUNT OF CREDITS RECEIVED FROM PROVIDER(S)) AND ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED HEREIN OR THE APPLICABLE SERVICE LEVEL AGREEMENT; AND

(C) FOR DAMAGES OTHER THAN THOSE SET FORTH IN SECTIONS 7.2(A) AND 7.2(B) AND NOT OTHERWISE EXCLUDED UNDER THE AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE LESSER OF (I) \$1,000,000 OR (II) THE ACTUAL BILLINGS FOR SERVICES UNDER THE AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT FOR THE SPECIFIC SERVICES GIVING RISE TO SUCH CLAIM FOR DAMAGES.

7.3 EXCEPTIONS TO LIMITATION. NOTHING SET FORTH IN THIS SECTION 7 SHALL LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL CHARGES PROPERLY DUE GRANITE OR GRANITE'S RESPONSIBILITY FOR ANY CREDITS (INCLUDING SERVICE CREDITS, IF ANY) OR REFUNDS OF OVERCHARGES BY GRANITE FOR SERVICES RENDERED, IF ANY.

#### 7.4 Warranties.

(a) Granite warrants that the Services will be performed in a professional manner pursuant to generally accepted industry standards and practices for similar Services.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE GENERAL TERMS OF SERVICE, ANY ADDITIONAL TERMS OF SERVICE OR THE SLAs FOR A SERVICE, IF ANY, GRANITE DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) ARISING BY USAGE OR TRADE PRACTICES, COURSE OF DEALING, OR COURSE OF PERFORMANCE; (III) THAT THE SERVICES ARE ERROR FREE, UNINTERRUPTED OR SECURE FROM THIRD PARTY ATTACK; (IV) THAT SERVICES ARE FREE FROM DEFECTS, FIT TO BE SOLD, WILL PERFORM IN A PARTICULAR MANNER OR SPEED OR TO A PARTICULAR STANDARD OR ANY QUALITY OF SERVICE. GRANITE SPECIFICALLY DISCLAIMS ANY OTHER IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES.

(c) Granite is not ultimately responsible for the quality and/or performance of Customer owned or provided software or hardware, including without limitation, private branch exchange, interface equipment, personal computer and/or any modifications Customer makes to any equipment supplied through Granite. Granite is not responsible for failings in individual operating systems and custom configuration of operating systems, operating system components, software, hardware, and/or inside wiring. Granite agrees to use commercially reasonable efforts to provide an equitable solution to Customer. Any mention of non-Granite products or services by Granite and its employees or agents is for information purposes only and does not constitute an endorsement or recommendation by Granite. Granite disclaims any and all liabilities for any representation or warranty made by the vendors of such non-Granite products or services.

7.5 Third Parties. No contract, subcontract, or other agreement entered into by either Party with any third party in connection with the Services (including any such agreement assigned by Customer to Granite) shall provide for any indemnity, guarantee, assumption of liability and/or other obligation of by the other Party to the Agreement with respect to such arrangements, except as consented to in writing by the other Party. The Agreement does not expressly or implicitly provide any third party (including Authorized Users) with any remedy, claim, liability, reimbursement, cause of action and/or other right or privilege. Customer and Granite intend that the Agreement shall not create any right or cause of action in or on behalf of any person or entity other than Customer or Granite.

7.6 Other Matters. For purposes of all remedies and limitations of liability set forth in the Agreement: (a) "Granite" and references to it as a "Party" means Granite, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, Providers and suppliers and (b) "Customer" and references to it as a "Party" means Customer, its Affiliates, and Authorized Users, and its and their respective employees, directors, officers, agents, and representatives.

8. Force Majeure. Neither Party shall be liable under the Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to, an Act of God, fire, earthquake, flood, wind, water, the elements, geographic or climatic conditions, third party labor disputes, power failures, explosions, civil disturbances, riots, acts of terrorism, governmental actions or orders, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties or any cause beyond its reasonable control (a "Force Majeure"), provided, however, the foregoing shall not excuse a Party from its obligations to make payments when due under the Agreement. Nonperformance of Granite and/or its Provider(s) will be excused to the extent that performance is rendered impossible by a Force Majeure and shall suspend Granite's and/or its Provider(s)' obligations under the Agreement with respect to such Services until such Force Majeure ceases.

## 9. Governing Law; Jurisdiction; Arbitration:

9.1. Governing Law. The Agreement, and all claims and disputes arising hereunder or related hereto, will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to choice of laws, rules, or principles.

9.2. Jurisdiction; Waiver of Jury Trial. The federal and state courts located in Boston, Massachusetts, and any courts authorized to hear appeals from such courts, shall be the only courts with jurisdiction and venue to hear disputes under the Agreement. Both Parties and their successors waive a trial by jury of any and all issues arising in any action or proceeding between the Parties hereto or their successors, under or connected with the Agreement, or any of its provisions.

## 9.3 Arbitration:

(a) The Parties agree that, subject to an exclusion for any and all actions for collection of amounts due Granite under the Agreement, any dispute, controversy or claim in any way arising out of or relating to the Agreement or the breach hereof, will be resolved by arbitration using one (1) arbitrator and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect in Boston, Massachusetts. The Parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, that the laws set forth in Section 9.1 shall be the governing law and any arbitration award or judgment rendered by the arbitrator will be enforceable in any court set forth in Section 9.2. Any arbitration under the Agreement will be held in Boston, Massachusetts.

(b) Notwithstanding anything to the contrary set forth in Section 9.3(a), the Parties acknowledge and agree that any breach or threatened breach of the Agreement, including, without limitation, Section 13 is likely to cause the non-breaching Party irreparable harm for which money damages may not be an appropriate or sufficient remedy. Each Party therefore agrees that the other Party is entitled to receive injunctive relief or other equitable relief to remedy or prevent any breach or threatened breach of the Agreement. Such remedy is not the exclusive remedy for any such breach or threatened breach, but is in addition to all other rights and remedies available at law or in equity.

10. Notice. Notices from a Party concerning the Agreement must be written and delivered to the other Party at the address shown below (i) in person, (ii) by certified mail, return receipt requested, or (iii) by traceable overnight delivery. Notice will be effective upon delivery to the address shown below:

If to Granite:	Granite Telecommunications, LLC 100 Newport Avenue Ext. Quincy, MA 02171 Attention: Legal Department
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If to Customer: To the mailing/billing address set forth on Service Order Documents or as otherwise specifically provided by Customer to Granite

Notwithstanding the foregoing, notices with respect to the day to day use of Services by Customer may be communicated via fax or email, in accordance with Granite's policies and procedures as communicated to Customer from time to time.

# **11. Independent Contractor: Work on Customer Premises.**

11.1 **Relationship of the Parties.** Granite's relationship to Customer in performing the Agreement is that of an independent contractor. The personnel performing services under the Agreement shall at all times be under Granite's exclusive direction and control and shall be employees or subcontractors of Granite and not Customer. Granite shall pay all wages, salaries, benefits and other amounts due its employees in connection with the Agreement and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. Granite acknowledges and agrees that Granite is solely responsible to, and shall, collect, pay and withhold all federal, state or local employment taxes, including, but not limited to, income tax withholding, unemployment taxes and social security contributions for Granite's personnel, and that Customer shall have no obligation or liability with respect thereto. Any and all such taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of the Agreement will be paid or withheld by Granite or, if assessed against and paid by Customer, will be reimbursed by Granite upon demand by Customer.

## **11.2 Granite's Employees.**

(a) Granite's employees, agents and subcontractors shall, whenever on Customer's premises, obey all reasonable instructions and security procedures and any other reasonable processes, policies, standards, procedures and directions issued by Customer.

(b) Granite shall require its employees to satisfy a commercially reasonable background investigation, which may consist of any or all of the following: confirmation of identity and personal information, social security verification, verification of all education beyond high school, credit report, employment verification and/or criminal record searches.

12. **Records and Audit Rights.** Granite agrees to maintain accurate business records, books and account information relating to the Services purchased by Customer under the Agreement, including records relating to shipping, billing and payments, and to retain the same for a period of at least three (3) years from the date of the last invoice for the applicable Service or for such longer periods as required by applicable law.

# **13. Confidentiality and Proprietary Information.**

13.1 **Confidentiality.** Any and all information concerning the businesses of either Party provided by disclosing Party to the other Party, specifically including but not limited to pricing and other terms of the relationship between the Parties, including the terms contained the Agreement, whether or not labeled as "confidential," "proprietary" or with words of similar effect, shall be considered confidential and proprietary by the other Party, and each Party hereby agrees that it will not permit the use or disclosure of any such information of the other Party, unless such use or disclosure is required by law or is authorized by such other Party. The restrictions on duplication and use of information in this Section shall not apply to any particular item of information that is (a) independently developed by the Party receiving such information without reference to such information; (b) is generally known to the public not through disclosure by the receiving Party; or (c) was received from a third party without any obligation or restriction on use or disclosure of such information. Notwithstanding anything to the contrary contained herein, the terms and conditions of any confidentiality agreement executed by the Parties prior to the Effective Date shall survive the Effective Date and shall remain in force and effect and are incorporated herein by reference.

**13.2 Intellectual Property.** Customer agrees that Granite owns and retains all right, title and interest in and to all of Granite's owned or licensed intellectual property, including but not limited to, any and all derivative or collateral thereof ("Granite IP"), and acknowledges that Granite IP and the registration thereof are good, valid and enforceable in law and equity. Customer will not engage directly or indirectly in any activities which may contest, dispute or otherwise impair the right, title and interest of Granite in and to Granite IP. Granite shall own and retain all right, title and interest in and to all works, methods, processes, software, materials and know-how developed by Granite pursuant to or in connection with the Agreement ("Deliverables"). Granite retains all right, title and interest in and to any and all of its software, software development tools, know how, methodologies, processes, technologies or algorithms used in providing the Services which are based upon trade secrets or confidential or proprietary information of Granite or otherwise owned or licensed by Granite, whether or not incorporated into any Deliverables. Except as otherwise provided for herein, upon expiration or termination of the Agreement for any reason, any licenses shall cease. Customer is expressly prohibited from improving or modifying any Granite IP. Any such improvements or modifications made to Granite IP by or on behalf of Customer shall be a "work made for hire" and Customer shall assign all proprietary rights thereto, including copyrights, patents and trade secrets, to Granite. Customer agrees to execute any documents reasonably requested by Granite to secure and protect the proprietary rights and ownership thereof by Granite. Except with the consent of Granite, Customer shall not use any Granite trademark(s) (whether registered or common law marks), including, but not limited to, in advertising or marketing and shall not register any trademark(s) that is substantially similar to a trademark owned by Granite. Granite shall own and retain all right, title, and interest in and to the web portal website and all Granite documentation associated therewith and with the Services. To the extent, if any, provided by Granite as part of the Services, Customer agrees (a) not to reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code of any Granite or other third party software or permit or authorize any third party to do so; and (b) that Granite provides, and Customer accepts, such software "as is" with no express or implied warranties, including merchantability, title, non-infringement or fitness for particular use. For purposes of this Section 13.2, "Granite" shall include Granite and its Affiliates.

#### **14. Miscellaneous.**

**14.1 Entire Agreement.** The Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, representations and understandings relating to the subject matter hereof.

**14.2 Amendment.** Except with respect to Granite tariffs, which are covered by notice requirements imposed by regulatory authorities and applicable law, unless notice of changes to these General Terms of Service, Additional Terms of Service or any other website terms and conditions are otherwise communicated to Customer (as set forth below), such changes will become effective and binding on Customer on the date such changes are posted on Granite's website. No changes made by Granite shall serve to constitute a default or termination by Granite of the Agreement, nor shall such changes serve to be a basis for Customer's termination of any Services or the Agreement. Notice of such changes may be furnished by (a) a message included with the invoice; (b) a postcard, letter or other mailing; (c) calling and speaking to Customer's representatives; (d) e-mail; and/or (e) posting the changes on Granite's website.

**14.3 Severability.** If any provision of the Agreement or part of said provision is determined to be invalid or unenforceable, the Agreement will be construed as if it did not contain such provision or part thereof.

**14.4 Waiver.** The failure of a Party to insist upon strict performance of any provision of the Agreement in any one (1) of more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.

**14.5 Assignment.** Neither Party may assign the Agreement, in whole or in part, without the other Party's written consent (which will not be unreasonably withheld, delayed and/or conditioned), provided, however, that no such consent is required in connection with (a) a merger, reorganization or sale of all, or substantially all, of such Party's assets or equity securities or (b) either Party's assignment of the Agreement in its entirety to an affiliate, provided, in the case of Customer, Customer shall remain liable for obligations under the Agreement unless specifically agreed to by Granite. Any attempt to assign the Agreement other than as permitted above is void. The Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.



14.6 Work Product. The Agreement shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

14.7 English as a Language. Customer agrees to have the Agreement and all other contracts, invoices, correspondence and any and all other documents, agreements and writings in the English language. Le Client s'engage à avoir le compromis et tous autres contrats, les factures, toutes correspondances ainsi que tous autres documents ou accords écrits dans la langue anglaise. The Parties have specifically required that the Agreement and all related documents be drafted and executed in English.

14.8 Compliance with Laws. The Parties agree to comply in all material respects with the requirements of all laws, orders, writs, injunctions, regulations and decrees applicable to it or to its business or property. Customer acknowledges and agrees that certain voice services are subject to laws, rules and regulations which may require Customer action and the addition of certain features including but not limited to E911 dialing without a prefix, outbound notifications for E911 and dispatchable location registration. Customer acknowledges that it is fully responsible for compliance with end user laws, rules and regulations applicable to such Services as may be amended from time to time.

14.9 Additional Terms and Conditions. The Parties acknowledge and agree that applicable tariff(s), the Additional Terms of Service, and the AUP are incorporated herein by reference and are binding on the Parties. The Parties also acknowledge that, in addition to the terms and conditions set forth in this Agreement, in any instance where Granite provides Services using a Provider(s) or as an agent or broker of another provider/carrier, additional terms and conditions as set forth by such Provider(s) or other underlying provider(s)/carrier(s) may apply.

Dated and effective as of February 1, 2021.

## **Attachment A** **Definitions**

**"Additional Terms of Service"** means additional terms and conditions applicable to a specific service and/or product including as set forth at [www.granitenet.com](http://www.granitenet.com).

**"Affiliate"** means any entity directly or indirectly controlling, controlled by or under common control with a Party. For purposes of this definition, such control means the direct or indirect power to vote fifty percent (50%) or more of the securities or comparable interests for the election of directors or other managing persons of the controlled entity.

**"Agreement"** means these General Terms of Service, any Additional Terms of Service, Service Order Documents and/or other written document(s) approved by Granite, including any incorporated attachments, appendices, schedules and/or exhibits, provided to or executed by Customer, and any applicable tariffs, if any.

**"AUP"** means Granite's Privacy, Moderation of Use and Acceptable Use Policies as set forth at [www.granitenet.com](http://www.granitenet.com).

**"Authorized User"** means (a) Customer or (b) any Affiliate of Customer that uses Services offered under the Agreement and provided that Customer agrees to remain financially responsible for such Affiliate's payment obligations for such Services.

**"Business Day"** means Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as celebrated in the United States.

**"Core Network"** means Granite's core network and associated equipment utilized to provide and deliver On-Net Services, whether owned, leased or otherwise obtained by Granite, between the points where traffic enters the core network equipment and the point where it leaves Granite's core network equipment.

**"CPE"** means customer premises equipment.

**"CSR"** means customer service record.

**"Damages"** means, collectively, all injury, claims, damage, liability, loss, penalty, reasonable attorneys' fees and costs, interest and expense incurred by a Party.

**"Demarcation Point"** means the network interface point where Granite and/or its Provider(s) hands off a Service to Customer, and which delineates where responsibility for the Parties' respective networks, equipment and/or maintenance obligations begin and end.

**"Early Termination Fee"** means an amount charged to Customer by Granite if Customer terminates any specific Service prior to the end of such Services' initial minimum Service Term or any renewal Service Term selected by Customer. The Parties agree that the Early Termination Fee is not a penalty but is liquidated damages.

**"Effective Date"** means the date on which Customer (a) submits a service order for Service; (b) executes a Service Order Document or other written document accepted by Granite; and/or (c) is receiving and using Services without Service Order Documents.

**"General Terms of Service"** means these General Terms and Conditions of Service applicable to all Services as set forth at [www.granitenet.com](http://www.granitenet.com).

**"Internet Based Services"** means all Services which utilize the Internet, including, without limitation, VoIP Services (including Hosted PBX Services, SIP Trunking Services and SIP PRI Services), MPLS Services and/or Data Aggregation Services.

**"MRC"** means monthly recurring charge.

**"Off-Net Services"** means any services and/or products provided by a third party, including Providers.

**"On-Net Services"** means the owned or leased facilities controlled by Granite, including the Core Network.

**"Party"** means Customer or Granite.

**"Parties"** means together, Customer and Granite.

**"Provider"** means one of Granite's underlying carriers, providers and/or vendors that provide Services which Granite provides to Customer.

**"Provider Equipment"** means telecommunications and data devices, apparatus and associated equipment owned, leased, or otherwise obtained by Granite and/or its Provider(s) to provide Services.

**"Rates and Charges"** means the rates, charges and/or fees for a Service, as modified from time to time as permitted under or required by the Agreement.

**"SLA"** means service level agreement as set forth at [www.granitenet.com](http://www.granitenet.com).

**"Services"** means any and all products and services offered by Granite, including, without limitation, local exchange telecommunications services, long distance service, broadband services, MPLS and/or private networking services, dedicated internet services and/or any other services and/or products that are provided by Granite to Customer.

**"Service Order Document"** means any quotes, service order forms and commercial account form(s) and letter(s) of agency/agreements relating to specific Services.

**"Service Start Date"** means the date that a specific Service(s) is made available (e.g., the date a circuit is delivered to a location), unless Customer within five (5) days notifies Granite of any service-affecting deficiency in the specific Services. If no notification is received or if Customer fails to perform testing, Customer shall be deemed to have accepted the Service(s). In the event Customer notifies Granite of a service-affecting deficiency, Granite shall investigate and correct such deficiency within a reasonable time period. Granite shall begin billing for monthly recurring charges on the later of (i) on the date the Service is made available; or (ii) in the event of a valid, service-affecting deficiency, the day immediately following the date on which such deficiency was resolved.

**"Service Term"** means specific term of an individual circuit or service included as part of the Service.

### Attachment B Escalation Procedures<sup>1</sup>

Despite Granite's best efforts to maintain the most reliable level of service possible in the industry, service-affecting issues periodically arise. In those rare instances where Customer's service may be affected, Customer's trouble ticket is initiated to identify the issue.<sup>2</sup> Each trouble ticket has an assigned tracking number used to reference the issue and review status.

The Granite account team will determine the source of the issue, and, if the issue involves an interconnecting service provider, will initiate a repair request immediately through Granite's electronic real-time repair interface with the provider. Granite's account team will engage in ongoing coordination with interconnecting providers until the issue is resolved, and will provide frequent updates, including via emails and/or telephonic contact with Customer directly or through the Premier Account Manager, at Customer's direction until the trouble is resolved. When the matter is resolved Granite representatives will also contact Customer to confirm resolution.

Granite responds to service-affecting issues within one (1) hour of discovery. Average service restoration times vary depending on the nature of the issue. Typical service issue resolution times are as set forth in the applicable Service Schedules, Additional Terms and Conditions of Service, and/or SLAs.<sup>3</sup>

In the event that a more expedited resolution of service-affecting issues becomes critical, Granite will implement its established escalation procedures. Service-affecting issues may be escalated from the Premier Account Manager through to Granite's President in extreme cases, based on the following guidelines:

1st level	Premier Account Manager – all tickets except emergency tickets (outages)
2nd level	Premier Account Supervisor – all emergency tickets and all tickets outstanding over 4 hours
3rd level	Asst. VP/Director of Premier Accounts – all emergency tickets outstanding over 1 hour and non-emergency tickets outstanding over 12 hours
4th level	SVP of Premier Accounts – all emergency tickets outstanding over 4 hours
5th level	Chief Operating Officer – all emergency tickets outstanding over 6 hours

In instances where service issues are less critical, the Premier Account Manager will maintain ongoing service issue tracking and provide weekly, bi-weekly or monthly account status conference calls and/or reports, based on Customer's preferences. Issue reports include:

- Review status and complete documentation of all repair issues.
- Review status and complete documentation of uncompleted change orders.
- Review status and complete documentation of new location installs.

<sup>1</sup> Repair times may vary for certain Services, see Additional Terms of Service as applicable.

<sup>2</sup> In addition to the account management team, Granite customer service representatives provide live support on the Help Desk, 866.847.5500, at Granite's Quincy, Massachusetts headquarters, 24 hours a day, 7 days a week.

<sup>3</sup> Updates are given to Customer daily until issue is resolved.

Attachment C  
Internet Based Services – Additional Terms and Conditions of Service

These Internet Based Services Additional Terms and Conditions of Service (these "Internet Terms of Service") state important requirements regarding the use of Internet Based Services, provided by Granite and/or its affiliates through the Core Network and Granite's contracts with its Provider(s), by Customer and any of its end users, invitees, licensees, customers, agents or contractors. These Internet Terms of Service state certain of Customer's and Granite's duties, obligations and rights. Customer should read them carefully as they contain important information. IF CUSTOMER DOES NOT AGREE TO THESE INTERNET TERMS OF SERVICE, CUSTOMER MAY NOT USE INTERNET BASED SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH INTERNET BASED SERVICES IMMEDIATELY. These Internet Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all Internet Based Services:

1. **Disclaimers.** Customer acknowledges and agrees that certain voice services are subject to certain laws, rules and regulations which may require Customer action and the addition of certain features including but not limited to E911 dialing without a pre-fix, outbound notifications for E911 and dispatchable location registration. Customer acknowledges that it is fully responsible for compliance with end user laws, rules and regulations applicable to such voice services as may be amended from time to time. Customer acknowledges and agrees that certain Internet Based Services, including, without limitation, VoIP Services, ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet Based Services, including VoIP Services: (a) such Internet Based Services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such Internet Based Services only support Granite's local, intralata toll, interstate long distance and International voice services; (c) such Internet Based Services DO NOT support auto dialers, predictive dialers, telemarketing applications, modems, credit card process, heavy faxing or alarm lines and elevator lines (only POTS lines should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing provider(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

2. **911 Services.**

2.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE, INCLUDING VOIP SERVICES, ARE INTERNET BASED SERVICES AND THAT 911 SERVICES ON INTERNET BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET BASED SERVICES FOR THE REGISTERED ADDRESS.

2.2 CUSTOMER ACKNOWLEDGES THAT INTERNET BASED SERVICES, INCLUDING, WITHOUT LIMITATION, VOIP SERVICES, MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (I) POWER FAILURES; (II) SUSPENDED OR TERMINATED SERVICE; (III) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (IV) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

2.3 CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

2.4 CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER GRANITE, FFS PROVIDERS, NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT CUSTOMER IS INDEMNIFYING AND HOLDING HARMLESS GRANITE FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY GRANITE FROM ANY CLAIM OR ACTION, ARISING OUT OF OR RELATING TO, MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND/OR ANY OTHER THEORIES OF LIABILITY.



## **PRIVACY, MODERATION OF USE AND ACCEPTABLE USE POLICIES**

### **1. Privacy Policy.**

1.1 **Privacy.** Granite is committed to respecting each Customer's privacy. Once Customer chooses to provide personally identifiable information, if any, it will only be used in the context of Customer's business relationship with Granite.

1.2 **Personally Identifiable Information.** The types of personally identifiable information collected include, but are not limited to, name, username, contact and billing information and/or transaction and credit card information. Data collected online may also be combined with information provided during ownership registration of Granite products and services. In order to tailor subsequent communications and continuously improve products and services, Granite may ask Customer to voluntarily provide information regarding Customer's business interests, demographics, product experience and contact information. Granite strives to keep Customer's personally identifiable information accurate. Every effort is made to provide Customer with online access to Customer's registration data so that Customer may update or correct Customer's information at any time. Granite is committed to ensuring the security of Customer's information. To prevent unauthorized access, maintain data accuracy and ensure the appropriate use of such information, appropriate procedures are in place to safeguard and secure the information collected. Granite uses encryption when collecting or transferring sensitive data such as credit card information.

1.3 **Use of Information.** Granite will not sell, rent, or lease Customer's personally identifiable information to others. Unless required by applicable law, Granite will only share Customer's personally identifiable information with business partners who are acting on Granite's behalf to complete Services requested by Customer. Such business partners are governed by Granite's privacy policy with respect to the use of this personally identifiable information. Unless required by applicable law, should a person or entity not governed by Granite's privacy policy require Customer's personally identifiable information, Customer's permission will be obtained before releasing any personally identifiable information. If Customer chooses to share such personally identifiable information, the use of that personally identifiable information will be governed by such person or entity's respective privacy policy. Granite uses Customer's information to better understand Customer's needs and continuously improve the level of service provided. Specifically, Customer's information is used to help complete a transaction, to communicate back to Customer, to update Customer on services and benefits, and to personalize Granite's website.

1.4 **Storage of Information.** As part of Services, Granite may store and process Customer's personal information, including but not limited to data, texts and/or voicemails in encrypted form at location(s) in the United States. This information will be stored at a secure location(s) with limited access by designated employees; it will be password protected; it will not be provided to third parties without your consent; it will be deleted at your request; and it will be provided to law enforcement officials if required in accordance with the laws of the United States. Customer's personal information will be protected to the same degree as required by Canadian law, if applicable. Customer agrees to the storage and processing of its data in the United States.

2. **Moderation of Use Policy.** The use of any Services that cause a disruption in the network integrity of Granite's and/or its Providers' networks and systems, whether directly or indirectly, is strictly prohibited. This may include, but is not limited to, IRC servers, adult-content servers, bots, webpages hosted on any Granite servers (if applicable), servers connected to a Granite provided circuit or shared networks.

3. **Acceptable Use Policy ("AUP").** Customer agrees that it shall not use Services in any illegal, fraudulent, improper, inappropriate and/or unauthorized manner, including, but not limited to (provided, the following is not exhaustive and is provided solely as guidance to Customer), the following: Customer shall (a) comply with all applicable laws, regulations and rulings regarding the use of Services; (b) comply with the General Terms of Service and any applicable Additional Terms of Service; (c) not infringe on the intellectual property rights of any person or entity; (d) not violate the privacy of others; and/or (e) not otherwise violate this AUP. Customer is ultimately responsible for any and all activity that originates from Customer's use of Services regardless of Customer's knowledge of such activity, this includes, but is not limited to, activity by any of Customer's end users, employees, friends, guests, invitees, licensees, customers, agents and/or any third party. Granite does not accept any responsibility for injury to Customer or any of its end users, employees, friends, guests, invitees, licensees, customers, agents and/or any third party that results in inaccurate, unsuitable, offensive, illegal and/or unlawful communications. This also

Page 1 of 2

applies to security breaches of Customer's own systems by third parties who launch attacks from Customer's system(s). It is absolutely imperative that Customer takes proper precautions to ensure the security of their systems if connected to Services. Customer is liable and accountable for any activity originating from Customer's use of Services provided by Granite and that are deemed to be in violation of this AUP.

#### **4. Remedies; Risk of Loss.**

4.1 Remedies. In the event of any activity which could be considered deliberately or otherwise abusive or in violation of the Moderation of Use Policy or AUP, Granite reserves the right to modify, suspend and/or terminate Customer's account and/or any Services, immediately without advance notice. Granite reserves the right, at its sole and absolute discretion, to make a determination of what constitutes a violation and/or abuse of the Moderation of Use Policy or AUP and Customer agrees that Granite's determination is final and binding on Customer.

4.2 Risk of Loss. Customer, and not Granite, shall bear the risk of loss arising from unauthorized or fraudulent use of Services; except to the extent that all of the following apply: (a) Customer notified Granite of the problem; (b) the problem was solely within Granite's control; and (c) Granite negligently or willfully failed to correct or prevent such problem.

4.3 Notice. Granite vigorously pursues all instances of abuse. If Customer feels it has been attacked or spammed, please notify Granite and appropriate action can be taken.

Dated and effective as of September 7, 2016.



## POTS SERVICES ADDITIONAL TERMS AND CONDITIONS OF SERVICE

These POTS Services Additional Terms and Conditions of Service (these "POTS Services Terms of Service") state important requirements regarding the use by Customer and any of its end users, invitees, licensees, customers, agents or contractors of POTS Services offered by Granite and/or its affiliates through contracts with its Provider(s). These POTS Services Terms of Service state certain of Customer's and Granite's duties, obligations and rights. Customer should read them carefully as they contain important information. IF CUSTOMER DOES NOT AGREE TO THESE POTS SERVICES TERMS OF SERVICE, CUSTOMER MAY NOT USE POTS SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH POTS SERVICES IMMEDIATELY. These POTS Services Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all POTS Services:

### 1. Services.

1.1 Description of Services. Granite shall provide local exchange and/or long distance telecommunications services through electronic bonding with underlying Providers using commercial platforms ("POTS Services").

1.2 Changes to Services. Customer may at any time add, delete, relocate or modify POTS Services, subject to a minimum of one (1) month of service with respect to any line. Customers should give as much ADVANCE notice of moving POTS Service as possible. All service level standards stated herein are based on the date the LEC gets a clean order (i.e. with no errors) from Granite. The LEC has two (2) business days to assign order to be processed. Granite does not guarantee service level standards in the event of a problem on the LEC network or if there is an unforeseen problem with Customer's line.

### 2. Rates and Charges.

2.1 Local Services Charges. The rates and charges to be paid by Customer for local line access and local toll services generally consist of the current retail tariff rate for the service of the underlying Provider in the jurisdictions in which the Services are performed, less a discount. For those jurisdictions served by (a) AT&T (formerly SBC and BellSouth), the discount is generally 50%; (b) Qwest, the discount is generally 30%; and (c) Verizon, Frontier and FairPoint Communications, the discount is generally 20%. Notwithstanding the foregoing, certain local line access and other services provided in the aforementioned jurisdictions are not subject to any discount. In addition, jurisdictions served by CenturyLink, (formerly Embarq and Century Tel), Windstream (including former AllTel), Frontier (including former Valor Communications), Cincinnati Bell and other independent telephone operating companies are not subject to a discount. A rebill fee (equal to the then-current charge assessed to similarly situated customers of Granite) will be applied to each Customer line billed to Customer by Granite but which is not subject to any discount with a local provider.

2.2 Long Distance Charges. Subject to adjustments, including based on applicable tariff rates, Long Distance Services shall generally have the following rates:

(a)	Interstate Long Distance:	\$0.019 per minute of usage ("MOU")
(b)	Intrastate Long Distance:	\$0.069 per MOU

2.3. Other Charges. In the event that Customer elects or uses certain additional Services (such as, for example, installation of new telephone lines, long distance telephone services, regional toll services (LOC2), voicemail, or other features), additional fees may apply.

3. Service Term. The Service Term of all POTS Services shall be month-to-month or as set forth in the applicable Service Order Documents or other writing accepted by Granite.

Dated and effective as of May 8, 2018

STATE OF TEXAS                   §  
    §  
 COUNTY OF FORT BEND         §

**FIRST AMENDMENT TO ADDENDUM TO  
 GRANITE TELECOMMUNICATIONS, LLC'S AGREEMENT**

**THIS AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Granite Telecommunications, LLC, (hereinafter "Granite"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties executed and accepted that certain Addendum To Granite Telecommunications, LLC's Agreement on or about April 7, 2021, (hereinafter "Agreement") which is incorporated by reference;

WHEREAS, County desires that Granite provide Voice Services as will be more specifically described in this Agreement (hereinafter "Services");

WHEREAS, Contractor represents that it is qualified and desires to perform such services;

WHEREAS, County has determined that this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the Agreement does not require an expenditure exceeding \$50,000 by the County; and

WHEREAS, Section 262.011 (d) of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases that are not subject to competitive solicitation;

WHEREAS, the parties desire to amend the Agreement to extend the Time of Performance and increase the total Maximum Compensation under the Agreement for the completion of such additional services to be provided thereunder.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay Contractor an additional \$887.81 to continue providing Services under the terms and conditions of the Agreement.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased by an amount not to exceed \$887.81, authorized as follows:

\$23,652.00 under the Agreement; and  
\$887.81 under this Amendment.

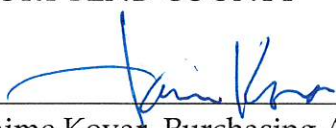
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. The parties agree the terms and conditions of the Agreement have remained in effect to date.

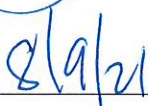
Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

*{EXECUTION PAGE FOLLOWS}*

*{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}*

FORT BEND COUNTY

  
\_\_\_\_\_  
Jaime Kovar, Purchasing Agent

  
\_\_\_\_\_  
Date

GRANITE TELECOMMUNICATIONS, LLC

  
\_\_\_\_\_  
Authorized Agent - Signature

Ryan M. Goldrick  
\_\_\_\_\_  
Authorized Agent - Printed Name

Sr. Director, Contract & Proposals  
\_\_\_\_\_  
Title

30 JUN 2021  
\_\_\_\_\_  
Date

Reviewed:

\_\_\_\_\_  
Information Technology Department

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$24,539.81  
to accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

i:\agreements\2021 agreements\purchasing\it\granite telecommunications (21-it-100562-a1\first amendment\addendum to agreement with granite telecommunications (06.04.2021 - kcj)

# EXHIBIT II

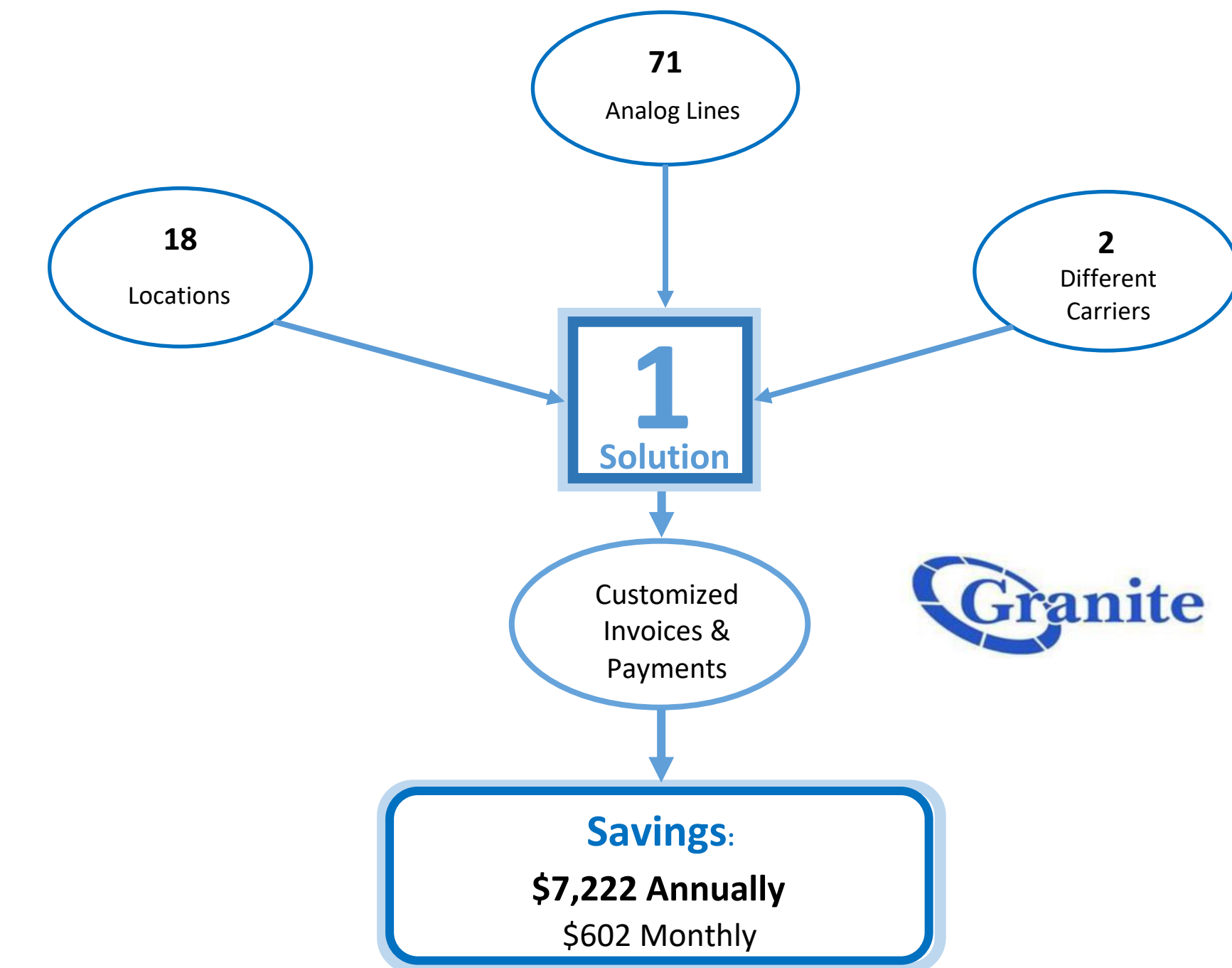


## Path to Partnership

### Fort Bend County

#### The Value in Partnering with Granite

Granite provides voice, data and other products and services to multi-site businesses and governmental agencies. Granite serves more than two-thirds of the *Fortune* 100 companies, servicing more than 1.75 million voice and data lines. Since 2002, Granite has helped customers simplify and manage local and long-distance phone services, with a single point of contact and one invoice for all locations throughout the United States and Canada. No longer just the industry leader for Plain Old Telephone Services (POTS), Granite provides a full range of advanced communications solutions, including Internet access, SD-WAN, wireless WAN, hosted PBX, SIP trunking, mobile voice and data, mobile device management, managed security and network integration – all in a single, seamless solution.



- ◆ **1 National Account Manager**
- ◆ **1 Customized bill with standard accounting software integration**
- ◆ **1 Customer portal with extensive data analytics**
- ◆ **1 Premier Support Team to manage your account 24x7x365**

◆ Complete Coverage

◆ One Source, One Bill

◆ Support 24/7



Granitenet.com



866.847.1500





Path to Partnership

Fort Bend County

Your Customized Solution

Services Consolidated:

Services	Consolidated Units		Current Monthly Cost	Granite Monthly Total	Monthly Savings	Annual Savings	Savings %
	#	%					
Analog	71	100%	\$3,454	\$2,853	\$602	\$7,222	17%

Analog Providers Consolidated:

Provider	Sites	Lines	Provider Cost	Granite Cost	Savings per Site	Monthly Savings	Annual Savings
Frontier	8	30	\$1,915	\$1,231	\$85	\$684	\$8,203
Consolidated Communications	11	41	\$1,539	\$1,621	(\$7)	(\$82)	(\$981)
Total	19	71	\$3,454	\$2,853	\$32	\$602	\$7,222



# Path to Partnership

## Fort Bend County

Analog Site Summary  
Prepared On: 03/02/2022  
Expires On: 08/29/2022  
Quote Request - 22665

### Summary by Location:

Monthly Savings Report			Current Pricing	Granite Pricing	Savings
Carrier	Location	TN			
Frontier	100 Louisiana St	2812080066	\$56.50	\$43.05	\$13.45
Frontier	100 Louisiana St	2812080069	\$56.50	\$43.05	\$13.45
Frontier	100 Louisiana St	2812080079	\$56.50	\$43.05	\$13.45
Frontier	100 Louisiana St Total		\$169.50	\$129.15	\$40.35
Frontier	2725 Fm 521 Rd	2814310453	\$58.70	\$38.62	\$20.08
Frontier	2725 Fm 521 Rd Total		\$58.70	\$38.62	\$20.08
Frontier	307 Texas Pky	2812616164	\$62.19	\$38.62	\$23.57
Frontier	307 Texas Pky	2812616180	\$62.19	\$38.62	\$23.57
Frontier	307 Texas Pky	2812616491	\$62.19	\$38.62	\$23.57
Frontier	307 Texas Pky	2814993818	\$62.19	\$38.62	\$23.57
Frontier	307 Texas Pky	2812082959	\$92.19	\$38.62	\$53.57
Frontier	307 Texas Pky	2812614665	\$92.19	\$38.62	\$53.57
Frontier	307 Texas Pky	2812614779	\$62.19	\$38.62	\$23.57
Frontier	307 Texas Pky Total		\$495.33	\$270.34	\$224.99
Frontier	5955 Sienna Pky	2814314596	\$69.69	\$43.12	\$26.57
Frontier	5955 Sienna Pky Total		\$69.69	\$43.12	\$26.57
Frontier	3110 5Th St - Centrex	2814992616	\$62.35	\$38.62	\$23.73
Frontier	3110 5Th St - Centrex Total		\$62.35	\$38.62	\$23.73
Frontier	1530 Texas Pky	2812084821	\$62.19	\$38.62	\$23.57
Frontier	1530 Texas Pky	2812610570	\$62.19	\$38.62	\$23.57
Frontier	1530 Texas Pky	2812610684	\$62.19	\$38.62	\$23.57
Frontier	1530 Texas Pky	2812611610	\$62.19	\$38.62	\$23.57
Frontier	1530 Texas Pky	2812613044	\$61.30	\$38.62	\$22.68
Frontier	1530 Texas Pky	2812615944	\$62.19	\$38.62	\$23.57
Frontier	1530 Texas Pky	2814991511	\$61.30	\$38.62	\$22.68
Frontier	1530 Texas Pky	2814991524	\$61.30	\$38.62	\$22.68
Frontier	1530 Texas Pky	2814991558	\$61.30	\$38.62	\$22.68
Frontier	1530 Texas Pky	2814994108	\$61.30	\$38.62	\$22.68
Frontier	1530 Texas Pky	2814995184	\$62.19	\$38.62	\$23.57
Frontier	1530 Texas Pky	2814995897	\$61.30	\$38.62	\$22.68
Frontier	1530 Texas Pky Total		\$740.94	\$463.44	\$277.50
Frontier	2496 Texas Pky	2814998914	\$69.69	\$43.12	\$26.57
Frontier	2496 Texas Pky Total		\$69.69	\$43.12	\$26.57
Frontier	3110 5Th St	2814994869	\$62.19	\$38.62	\$23.57
Frontier	3110 5Th St	2814994871	\$62.19	\$38.62	\$23.57
Frontier	3110 5Th St	2814030782	\$62.19	\$38.62	\$23.57
Frontier	3110 5Th St	2814030793	\$62.19	\$38.62	\$23.57
Frontier	3110 5Th St Total		\$248.76	\$154.48	\$94.28
Consolidated Communication	2813920953	2813920953	\$27.50	\$36.68	(\$9.18)
Consolidated Communication 2813920953 Total			\$27.50	\$36.68	(\$9.18)
Consolidated Communication	2813951551	2813951551	\$30.70	\$36.68	(\$5.98)
Consolidated Communication	2813951551	2813951551 (1)	\$30.70	\$36.68	(\$5.98)
Consolidated Communication 2813951551 Total			\$61.40	\$73.36	(\$11.96)
Consolidated Communication	2815741014	2815741014	\$30.50	\$36.68	(\$6.18)
Consolidated Communication	2815741014	2815741014 (1)	\$30.50	\$36.68	(\$6.18)
Consolidated Communication	2815741014	2815741014 (2)	\$30.50	\$36.68	(\$6.18)
Consolidated Communication	2815741014	2815741014 (3)	\$30.50	\$36.68	(\$6.18)
Consolidated Communication	2815741014	2815741014 (4)	\$30.50	\$36.68	(\$6.18)
Consolidated Communication 2815741014 Total			\$152.50	\$183.40	(\$30.90)
Consolidated Communication	2816937842	2816937842	\$40.66	\$36.68	\$3.98
Consolidated Communication	2816937842	2816937842(1)	\$40.66	\$36.68	\$3.98
Consolidated Communication	2816937842	2816937842(2)	\$40.66	\$36.68	\$3.98
Consolidated Communication	2816937842	2816937842(3)	\$40.66	\$36.68	\$3.98
Consolidated Communication	2816937842	2816937842(4)	\$40.66	\$36.68	\$3.98
Consolidated Communication	2816937842	2816937842(5)	\$40.66	\$36.68	\$3.98
Consolidated Communication	2816937842	2816937842(6)	\$40.66	\$36.68	\$3.98
Consolidated Communication	2816937842	2816937842(7)	\$40.66	\$36.68	\$3.98
Consolidated Communication	2816937842	2816937842(8)	\$40.66	\$36.68	\$3.98
Consolidated Communication	2816937842	2816937842(9)	\$40.66	\$36.68	\$3.98
Consolidated Communication	2816937842	2816937842(10)	\$40.66	\$36.68	\$3.98
Consolidated Communication	2816937842	2816937842(11)	\$40.66	\$36.68	\$3.98
Consolidated Communication	2816937842	2816937842(12)	\$40.66	\$36.68	\$3.98
Consolidated Communication 2816937842 Total			\$528.60	\$476.84	\$51.76
Consolidated Communication	9797933347	9797933347	\$34.50	\$36.68	(\$2.18)
Consolidated Communication 9797933347 Total			\$34.50	\$36.68	(\$2.18)



Path to Partnership

Fort Bend County

Analog Site Summary  
Prepared On: 03/02/2022  
Expires On: 08/29/2022  
Quote Request - 22665

Summary by Location:

Monthly Savings Report					
Carrier	Location	TN	Current Pricing	Granite Pricing	Savings
Consolidated Communica	9797933403	9797933403	\$37.50	\$36.68	\$0.82
Consolidated Communica	9797933403	9797933403(1)	\$37.50	\$36.68	\$0.82
Consolidated Communica	9797933403	9797933403(2)	\$42.65	\$36.68	\$5.97
Consolidated Communica	9797933403	9797933403(3)	\$42.65	\$36.68	\$5.97
Consolidated Communica	9797933403	9797933403(4)	\$42.65	\$36.68	\$5.97
Consolidated Communica 9797933403 Total			\$202.95	\$183.40	\$19.55
Consolidated Communica	9797933700	9797933700	\$37.70	\$36.68	\$1.02
Consolidated Communica	9797933700	9797933700(1)	\$37.70	\$36.68	\$1.02
Consolidated Communica	9797933700	9797933700(2)	\$42.85	\$36.68	\$6.17
Consolidated Communica 9797933700 Total			\$118.25	\$110.04	\$8.21
Consolidated Communica	9797934270	9797934270	\$37.50	\$36.68	\$0.82
Consolidated Communica	9797934270	9797934270(1)	\$37.50	\$36.68	\$0.82
Consolidated Communica	9797934270	9797934270(2)	\$37.50	\$36.68	\$0.82
Consolidated Communica	9797934270	9797934270(3)	\$37.50	\$36.68	\$0.82
Consolidated Communica	9797934270	9797934270(4)	\$37.50	\$36.68	\$0.82
Consolidated Communica 9797934270 Total			\$187.50	\$183.40	\$4.10
Consolidated Communica	9797934775	9797934775	\$37.70	\$36.68	\$1.02
Consolidated Communica	9797934775	9797934775(1)	\$37.70	\$36.68	\$1.02
Consolidated Communica 9797934775 Total			\$75.40	\$73.36	\$2.04
Consolidated Communica	9797937073	9797937073	\$37.70	\$36.68	\$1.02
Consolidated Communica	9797937073	9797937073(1)	\$37.70	\$36.68	\$1.02
Consolidated Communica	9797937073	9797937073(2)	\$37.70	\$36.68	\$1.02
Consolidated Communica 9797937073 Total			\$113.10	\$110.04	\$3.06
Consolidated Communica	9797937557	9797937557	\$37.70	\$36.68	\$1.02
Consolidated Communica 9797937557 Total			\$37.70	\$36.68	\$1.02
Subtotal			\$3,454.36	\$2,684.77	\$769.59
Presubscribed Interexchange Carrier Charge			\$0.00	\$167.75	-\$167.75
Total			\$3,454.36	\$2,852.52	\$601.84

THIS QUOTE IS AN ESTIMATE. Pricing is subject to availability.  
All Services are subject to the General Terms and Conditions of Service set forth at [www.granitenet.com](http://www.granitenet.com).  
The information contained herein is confidential and proprietary.  
Some taxes, surcharges, regulatory fees and non-recurring charges may be included, additional may apply.



Path to Partnership

Fort Bend County

Analog Product Summary  
Prepared On: 03/02/2022  
Expires On: 08/29/2022  
Quote Request - 22665

Breakdown by TN:

Monthly Savings Report				Current Pricing	Granite Pricing	Savings
Carrier	Location	TN	Description			
Frontier	100 Louisiana St	2812080066	Flat Rate Business Individual Line	\$64.99	\$24.00	\$40.99
Frontier	100 Louisiana St	2812080066	EUCL	\$9.20	\$9.20	\$0.00
Frontier	100 Louisiana St	2812080066	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	100 Louisiana St	2812080066	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	100 Louisiana St	2812080066	PICC	\$4.31	\$4.43	(\$0.12)
Frontier	100 Louisiana St	2812080066	Discount	(\$25.00)	\$0.00	(\$25.00)
Frontier	100 Louisiana St	2812080069	Flat Rate Business Individual Line	\$64.99	\$24.00	\$40.99
Frontier	100 Louisiana St	2812080069	EUCL	\$9.20	\$9.20	\$0.00
Frontier	100 Louisiana St	2812080069	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	100 Louisiana St	2812080069	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	100 Louisiana St	2812080069	PICC	\$4.31	\$4.43	(\$0.12)
Frontier	100 Louisiana St	2812080069	Discount	(\$25.00)	\$0.00	(\$25.00)
Frontier	100 Louisiana St	2812080079	Flat Rate Business Individual Line	\$64.99	\$24.00	\$40.99
Frontier	100 Louisiana St	2812080079	EUCL	\$9.20	\$9.20	\$0.00
Frontier	100 Louisiana St	2812080079	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	100 Louisiana St	2812080079	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	100 Louisiana St	2812080079	PICC	\$4.31	\$4.43	(\$0.12)
Frontier	100 Louisiana St	2812080079	Discount	(\$25.00)	\$0.00	(\$25.00)
Frontier	2725 Fm 521 Rd	2814310453	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	2725 Fm 521 Rd	2814310453	EUCL	\$6.50	\$9.20	(\$2.70)
Frontier	2725 Fm 521 Rd	2814310453	ARC	\$2.21	\$4.94	(\$2.73)
Frontier	2725 Fm 521 Rd	2814310453	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	307 Texas Pky	2812616164	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	307 Texas Pky	2812616164	EUCL	\$9.20	\$9.20	\$0.00
Frontier	307 Texas Pky	2812616164	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	307 Texas Pky	2812616164	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	307 Texas Pky	2812616180	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	307 Texas Pky	2812616180	EUCL	\$9.20	\$9.20	\$0.00
Frontier	307 Texas Pky	2812616180	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	307 Texas Pky	2812616180	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	307 Texas Pky	2812616491	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	307 Texas Pky	2812616491	EUCL	\$9.20	\$9.20	\$0.00
Frontier	307 Texas Pky	2812616491	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	307 Texas Pky	2812616491	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	307 Texas Pky	2814993818	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	307 Texas Pky	2814993818	EUCL	\$9.20	\$9.20	\$0.00
Frontier	307 Texas Pky	2814993818	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	307 Texas Pky	2814993818	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	307 Texas Pky	2812082959	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	307 Texas Pky	2812082959	EUCL	\$9.20	\$9.20	\$0.00
Frontier	307 Texas Pky	2812082959	ARC	\$33.00	\$4.94	\$28.06
Frontier	307 Texas Pky	2812082959	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	307 Texas Pky	2812614665	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	307 Texas Pky	2812614665	EUCL	\$9.20	\$9.20	\$0.00
Frontier	307 Texas Pky	2812614665	ARC	\$33.00	\$4.94	\$28.06
Frontier	307 Texas Pky	2812614665	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	5955 Sienna Pky	2814314596	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	5955 Sienna Pky	2814314596	Call Waiting	\$7.50	\$0.00	\$7.50
Frontier	5955 Sienna Pky	2814314596	Non-Published Listing	\$0.00	\$4.50	(\$4.50)
Frontier	5955 Sienna Pky	2814314596	EUCL	\$9.20	\$9.20	\$0.00
Frontier	5955 Sienna Pky	2814314596	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	5955 Sienna Pky	2814314596	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	3110 5Th St - Centrex	2814992616	CentraNet Station Line	\$40.75	\$24.00	\$16.75
Frontier	3110 5Th St - Centrex	2814992616	Call Restriction	\$1.50	\$0.00	\$1.50
Frontier	3110 5Th St - Centrex	2814992616	700/900/976 Block	\$0.00	\$0.00	\$0.00
Frontier	3110 5Th St - Centrex	2814992616	CX Cancel Call Waiting	\$0.00	\$0.00	\$0.00
Frontier	3110 5Th St - Centrex	2814992616	CX No Casual Dial	\$0.00	\$0.00	\$0.00
Frontier	3110 5Th St - Centrex	2814992616	CX Call Waiting Dial	\$0.00	\$0.00	\$0.00
Frontier	3110 5Th St - Centrex	2814992616	CX CW Originating	\$0.00	\$0.00	\$0.00
Frontier	3110 5Th St - Centrex	2814992616	CX CF Fxd Busy/Na	\$0.00	\$0.00	\$0.00
Frontier	3110 5Th St - Centrex	2814992616	CX CF Fxd Busy	\$0.00	\$0.00	\$0.00
Frontier	3110 5Th St - Centrex	2814992616	Centranet Ftr Pack 1000	\$7.90	\$0.00	\$7.90
Frontier	3110 5Th St - Centrex	2814992616	EUCL	\$9.20	\$9.20	\$0.00
Frontier	3110 5Th St - Centrex	2814992616	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	3110 5Th St - Centrex	2814992616	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	1530 Texas Pky	2812084821	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	1530 Texas Pky	2812084821	EUCL	\$9.20	\$9.20	\$0.00
Frontier	1530 Texas Pky	2812084821	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	1530 Texas Pky	2812084821	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	1530 Texas Pky	2812610570	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	1530 Texas Pky	2812610570	EUCL	\$9.20	\$9.20	\$0.00
Frontier	1530 Texas Pky	2812610570	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	1530 Texas Pky	2812610570	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	1530 Texas Pky	2812610684	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	1530 Texas Pky	2812610684	EUCL	\$9.20	\$9.20	\$0.00
Frontier	1530 Texas Pky	2812610684	ARC	\$3.00	\$4.94	(\$1.94)





# Path to Partnership

## Fort Bend County

Analog Product Summary  
Prepared On: 03/02/2022  
Expires On: 08/29/2022  
Quote Request - 22665

Breakdown by TN:

Monthly Savings Report				Current Pricing	Granite Pricing	Savings
Carrier	Location	TN	Description			
Frontier	1530 Texas Pky	2812610684	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	1530 Texas Pky	2812611610	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	1530 Texas Pky	2812611610	EUCL	\$9.20	\$9.20	\$0.00
Frontier	1530 Texas Pky	2812611610	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	1530 Texas Pky	2812611610	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	1530 Texas Pky	2812613044	Bus Key Trunk Ln	\$49.10	\$24.00	\$25.10
Frontier	1530 Texas Pky	2812613044	EUCL	\$9.20	\$9.20	\$0.00
Frontier	1530 Texas Pky	2812613044	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	1530 Texas Pky	2812613044	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	1530 Texas Pky	2812615944	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	1530 Texas Pky	2812615944	EUCL	\$9.20	\$9.20	\$0.00
Frontier	1530 Texas Pky	2812615944	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	1530 Texas Pky	2812615944	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	1530 Texas Pky	2814991511	Bus Key Trunk Ln	\$49.10	\$24.00	\$25.10
Frontier	1530 Texas Pky	2814991511	EUCL	\$9.20	\$9.20	\$0.00
Frontier	1530 Texas Pky	2814991511	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	1530 Texas Pky	2814991511	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	1530 Texas Pky	2814991524	Bus Key Trunk Ln	\$49.10	\$24.00	\$25.10
Frontier	1530 Texas Pky	2814991524	EUCL	\$9.20	\$9.20	\$0.00
Frontier	1530 Texas Pky	2814991524	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	1530 Texas Pky	2814991524	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	1530 Texas Pky	2814991558	Bus Key Trunk Ln	\$49.10	\$24.00	\$25.10
Frontier	1530 Texas Pky	2814991558	EUCL	\$9.20	\$9.20	\$0.00
Frontier	1530 Texas Pky	2814991558	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	1530 Texas Pky	2814991558	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	1530 Texas Pky	2814994108	Bus Key Trunk Ln	\$49.10	\$24.00	\$25.10
Frontier	1530 Texas Pky	2814994108	EUCL	\$9.20	\$9.20	\$0.00
Frontier	1530 Texas Pky	2814994108	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	1530 Texas Pky	2814994108	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	1530 Texas Pky	2814995184	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	1530 Texas Pky	2814995184	EUCL	\$9.20	\$9.20	\$0.00
Frontier	1530 Texas Pky	2814995184	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	1530 Texas Pky	2814995184	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	1530 Texas Pky	2814995897	Bus Key Trunk Ln	\$49.10	\$24.00	\$25.10
Frontier	1530 Texas Pky	2814995897	EUCL	\$9.20	\$9.20	\$0.00
Frontier	1530 Texas Pky	2814995897	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	1530 Texas Pky	2814995897	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	2496 Texas Pky	2814998914	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	2496 Texas Pky	2814998914	Call Waiting	\$7.50	\$0.00	\$7.50
Frontier	2496 Texas Pky	2814998914	Non-Published Listing	\$0.00	\$4.50	(\$4.50)
Frontier	2496 Texas Pky	2814998914	EUCL	\$9.20	\$9.20	\$0.00
Frontier	2496 Texas Pky	2814998914	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	2496 Texas Pky	2814998914	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	2813920953	2813920953	Business Access Line	\$18.50	\$24.00	(\$5.50)
Consolidated Communications	2813920953	2813920953	EUCL	\$6.50	\$9.20	(\$2.70)
Consolidated Communications	2813920953	2813920953	ARC	\$2.50	\$3.00	(\$0.50)
Consolidated Communications	2813920953	2813920953	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	2813951551	2813951551	Business Access Line	\$18.50	\$24.00	(\$5.50)
Consolidated Communications	2813951551	2813951551	EUCL	\$9.20	\$9.20	\$0.00
Consolidated Communications	2813951551	2813951551	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	2813951551	2813951551	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	2813951551	2813951551 (1)	Business Access Line	\$18.50	\$24.00	(\$5.50)
Consolidated Communications	2813951551	2813951551 (1)	EUCL	\$9.20	\$9.20	\$0.00
Consolidated Communications	2813951551	2813951551 (1)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	2813951551	2813951551 (1)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	2815741014	2815741014	Business Access Line	\$18.50	\$24.00	(\$5.50)
Consolidated Communications	2815741014	2815741014	EUCL	\$9.00	\$9.20	(\$0.20)
Consolidated Communications	2815741014	2815741014	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	2815741014	2815741014	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	2815741014	2815741014 (1)	Business Access Line	\$18.50	\$24.00	(\$5.50)
Consolidated Communications	2815741014	2815741014 (1)	EUCL	\$9.00	\$9.20	(\$0.20)
Consolidated Communications	2815741014	2815741014 (1)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	2815741014	2815741014 (1)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	2815741014	2815741014 (2)	Business Access Line	\$18.50	\$24.00	(\$5.50)
Consolidated Communications	2815741014	2815741014 (2)	EUCL	\$9.00	\$9.20	(\$0.20)
Consolidated Communications	2815741014	2815741014 (2)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	2815741014	2815741014 (2)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	2815741014	2815741014 (3)	Business Access Line	\$18.50	\$24.00	(\$5.50)
Consolidated Communications	2815741014	2815741014 (3)	EUCL	\$9.00	\$9.20	(\$0.20)
Consolidated Communications	2815741014	2815741014 (3)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	2815741014	2815741014 (3)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	2815741014	2815741014 (4)	Business Access Line	\$18.50	\$24.00	(\$5.50)
Consolidated Communications	2815741014	2815741014 (4)	EUCL	\$9.00	\$9.20	(\$0.20)
Consolidated Communications	2815741014	2815741014 (4)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	2815741014	2815741014 (4)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	2816937842	2816937842	Business Access Line	\$28.46	\$24.00	\$4.46
Consolidated Communications	2816937842	2816937842	EUCL	\$9.20	\$9.20	\$0.00



### Breakdown by TN:

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# Path to Partnership

## Fort Bend County

Analog Product Summary  
Prepared On: 03/02/2022  
Expires On: 08/29/2022  
Quote Request - 22665

Breakdown by TN:

Monthly Savings Report				Current Pricing	Granite Pricing	Savings
Carrier	Location	TN	Description			
Consolidated Communications	9797933700	9797933700	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	9797933700	9797933700(1)	Business Access Line	\$25.50	\$24.00	\$1.50
Consolidated Communications	9797933700	9797933700(1)	EUCL	\$9.20	\$9.20	\$0.00
Consolidated Communications	9797933700	9797933700(1)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	9797933700	9797933700(1)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	9797933700	9797933700(2)	Key System Trunk	\$30.65	\$24.00	\$6.65
Consolidated Communications	9797933700	9797933700(2)	EUCL	\$9.20	\$9.20	\$0.00
Consolidated Communications	9797933700	9797933700(2)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	9797933700	9797933700(2)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	9797934270	9797934270	Business Access Line	\$25.50	\$24.00	\$1.50
Consolidated Communications	9797934270	9797934270	EUCL	\$9.00	\$9.20	(\$0.20)
Consolidated Communications	9797934270	9797934270	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	9797934270	9797934270	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	9797934270	9797934270(1)	Business Access Line	\$25.50	\$24.00	\$1.50
Consolidated Communications	9797934270	9797934270(1)	EUCL	\$9.00	\$9.20	(\$0.20)
Consolidated Communications	9797934270	9797934270(1)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	9797934270	9797934270(1)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	9797934270	9797934270(2)	Business Access Line	\$25.50	\$24.00	\$1.50
Consolidated Communications	9797934270	9797934270(2)	EUCL	\$9.00	\$9.20	(\$0.20)
Consolidated Communications	9797934270	9797934270(2)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	9797934270	9797934270(2)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	9797934270	9797934270(3)	Business Access Line	\$25.50	\$24.00	\$1.50
Consolidated Communications	9797934270	9797934270(3)	EUCL	\$9.00	\$9.20	(\$0.20)
Consolidated Communications	9797934270	9797934270(3)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	9797934270	9797934270(3)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	9797934270	9797934270(4)	Business Access Line	\$25.50	\$24.00	\$1.50
Consolidated Communications	9797934270	9797934270(4)	EUCL	\$9.00	\$9.20	(\$0.20)
Consolidated Communications	9797934270	9797934270(4)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	9797934270	9797934270(4)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	9797934775	9797934775	Business Access Line	\$25.50	\$24.00	\$1.50
Consolidated Communications	9797934775	9797934775	EUCL	\$9.20	\$9.20	\$0.00
Consolidated Communications	9797934775	9797934775	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	9797934775	9797934775	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	9797934775	9797934775(1)	Business Access Line	\$25.50	\$24.00	\$1.50
Consolidated Communications	9797934775	9797934775(1)	EUCL	\$9.20	\$9.20	\$0.00
Consolidated Communications	9797934775	9797934775(1)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	9797934775	9797934775(1)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	9797937073	9797937073	Business Access Line	\$25.50	\$24.00	\$1.50
Consolidated Communications	9797937073	9797937073	EUCL	\$9.20	\$9.20	\$0.00
Consolidated Communications	9797937073	9797937073	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	9797937073	9797937073	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	9797937073	9797937073(1)	Business Access Line	\$25.50	\$24.00	\$1.50
Consolidated Communications	9797937073	9797937073(1)	EUCL	\$9.20	\$9.20	\$0.00
Consolidated Communications	9797937073	9797937073(1)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	9797937073	9797937073(1)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	9797937073	9797937073(2)	Business Access Line	\$25.50	\$24.00	\$1.50
Consolidated Communications	9797937073	9797937073(2)	EUCL	\$9.20	\$9.20	\$0.00
Consolidated Communications	9797937073	9797937073(2)	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	9797937073	9797937073(2)	LNP	\$0.00	\$0.48	(\$0.48)
Consolidated Communications	9797937557	9797937557	Business Access Line	\$25.50	\$24.00	\$1.50
Consolidated Communications	9797937557	9797937557	EUCL	\$9.20	\$9.20	\$0.00
Consolidated Communications	9797937557	9797937557	ARC	\$3.00	\$3.00	\$0.00
Consolidated Communications	9797937557	9797937557	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	307 Texas Pky	2812614779	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	307 Texas Pky	2812614779	Block All Service Providers	\$0.00	\$0.00	\$0.00
Frontier	307 Texas Pky	2812614779	Personalized Telephone Nu	\$0.00	\$0.00	\$0.00
Frontier	307 Texas Pky	2812614779	*66/*69/Three-Way Calling Block	\$0.00	\$0.00	\$0.00
Frontier	307 Texas Pky	2812614779	EUCL	\$9.20	\$9.20	\$0.00
Frontier	307 Texas Pky	2812614779	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	307 Texas Pky	2812614779	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	3110 5Th St	2814994869	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	3110 5Th St	2814994869	EUCL	\$9.20	\$9.20	\$0.00
Frontier	3110 5Th St	2814994869	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	3110 5Th St	2814994869	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	3110 5Th St	2814994871	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	3110 5Th St	2814994871	EUCL	\$9.20	\$9.20	\$0.00
Frontier	3110 5Th St	2814994871	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	3110 5Th St	2814994871	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	3110 5Th St	2814030782	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	3110 5Th St	2814030782	EUCL	\$9.20	\$9.20	\$0.00
Frontier	3110 5Th St	2814030782	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	3110 5Th St	2814030782	LNP	\$0.00	\$0.48	(\$0.48)
Frontier	3110 5Th St	2814030793	Flat Rate Business Individual Line	\$49.99	\$24.00	\$25.99
Frontier	3110 5Th St	2814030793	EUCL	\$9.20	\$9.20	\$0.00
Frontier	3110 5Th St	2814030793	ARC	\$3.00	\$4.94	(\$1.94)
Frontier	3110 5Th St	2814030793	LNP	\$0.00	\$0.48	(\$0.48)



Path to Partnership


Fort Bend County

Analog Product Summary  
Prepared On: 03/02/2022  
Expires On: 08/29/2022  
Quote Request - 22665

Breakdown by TN:

Monthly Savings Report				Current Pricing	Granite Pricing	Savings
Carrier	Location	TN	Description			
Subtotal				\$3,454.36	\$2,684.77	\$769.59
Presubscribed Interexchange Carrier Charge				\$0.00	\$167.75	(\$167.75)
Total				\$3,454.36	\$2,852.52	\$601.84

THIS QUOTE IS AN ESTIMATE. Pricing is subject to availability.  
All Services are subject to the General Terms and Conditions of Service set forth at [www.granitenet.com](http://www.granitenet.com).  
The information contained herein is confidential and proprietary.  
Some taxes, surcharges, regulatory fees and non-recurring charges may be included, additional may apply.

	<b>GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY  POTS ONLY</b>	Sales Rep:	
		Order Date:	
<b>CUSTOMER INFORMATION</b>			
Government Entity Name (“Customer”):	Fort Bend County		
Billing Telephone Number:			
Designated Contact:			
Contact Phone Number:			
Service Address (Street/Suite): See <b>Appendix A-1</b>			
Mailing/Billing Address (Street/Suite):			
City:			
State/Zip Code:			
Additional Comments/Notes (if any):	NCPA Contract # 01-99		
<b>AGREEMENT AND AUTHORIZATION</b>			
<p>By signing this Government Account Form and Letter of Agency (“<b>LOA</b>”), Customer hereby (a) engages Granite Telecommunications, LLC and/or its affiliates (“<b>Granite</b>”) to provide Services as set forth in <b>Appendix A</b>, attached hereto and incorporated herein, and such other Services as Customer may order from time to time after the date hereof and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes. Services under this Agreement shall be on a month-to-month basis. Customer can cancel services at any time given 30 (thirty) days written notice. The Terms of Service, found at <a href="http://www.granitenet.com/legal">www.granitenet.com/legal</a> set forth the rights and responsibilities of Customer and Granite concerning Services to be provided and in regards to other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. All terms and conditions of the Terms of Service are incorporated herein by reference. <b><i>This LOA is confidential and may not be disclosed to third parties except to the extent required by applicable law.</i></b></p>			
<b>SIGNATURE</b>			
The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.			

**Customer:**

By:

Print Name:

Title:

Date:

Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).

**Appendix A**  
**Services Selected**

- ☒ Voice Services (POTS, Long Distance, Local and LD T1 and PRI) (See Note 1)
- ☐ Broadband Services
- ☐ MPLS and/or Dedicated Internet Access Services
- ☐ VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)
- ☐ Mobility Services (Mobility Data and Mobility Voice)
- ☐ Granite Grid Services
- ☐ Conferencing Services (Audio Conferencing and Web Conferencing)
- ☐ Managed Services
- ☐ Monitoring Services
- ☐ Other Services (List): \_\_\_\_\_

*Note 1 : Unless otherwise noted herein, in addition to these rates and charges set forth in this LOA (a) certain other rates and charges may apply, as provided for by tariff, the FCC or other governmental entity, or other regulation or requirements and (b) Customer will pay to Granite all applicable taxes (including sales, use and excise taxes). In the event that Customer elects additional services, additional fees may apply. Customer acknowledges that it will be charged in accordance with the rates and plans listed on Appendix A-1, attached hereto and incorporated herein, plus any and all additional charges as may be set forth in the Terms of Service.*

*Note 2 : See quote and other documents attached hereto as Appendix A-1 for specific details related to Services ordered.*

**Appendix A-1**

Service Locations and Specifics

(Insert Service Locations, quantities, and the Quote)