



## AGREEMENT FOR COMMUNICATION SERVICES

This is an Agreement between Windstream Sugar Land, Inc. ('Company'), and Fort Bend County – Master Agreement ('Customer'), dated December 3, 2009 ('Date'). Services subject to the terms and conditions of this Agreement:

X Wireline Services

Included as part of this Agreement are the attached TERMS AND CONDITIONS and any applicable executed SERVICE SCHEDULES identifying the specific Services (which hereafter shall where applicable also refer to Equipment) purchased.

Upon the earlier of signature below, Company supplying the Service or Customer accepting the Service, the parties are bound by this Agreement in accordance with its terms.

### CUSTOMER

For: Fort Bend County

By: 

(signature)

Name: Robert Hebert

Title: County Judge

Company: Fort Bend County

Contact Number:

Social Security Number, Tax ID Number or

Tax Exempt Status: \_\_\_\_\_

Tax Exempt (attach documentation) : No

### WINDSTREAM

For: Windstream Sugar Land, Inc.

By: 

(Signature)

Name: Sue Sanchez

Title: Account Executive

Sales ID Number: 36376

Contact Number: 281-490-9474

Director of Business Solutions: 

(Signature)

Director of Business Solutions: David Martin



## TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES

### **Term:**

This Agreement is binding. The duration (or 'Term') of each Service is specified on the Service Schedule and begins on the date that the Service is installed and available for use. If no Term is specified, the Term is month-to-month. When a Service Term expires, Service will be provided on a month-to-month basis at Company's existing tariffed rates or prevailing price lists in the absence of a tariff. If Company is required to file this Agreement with a governmental authority, the Agreement is effective on the earlier of the date specified herein or approved by the authority.

### **Termination By Customer:**

If Customer terminates a Service before the Term expires, then Customer will be required to pay Company 12 times Customer's monthly charges for terminated Service or Customer's monthly charges times the remaining months under the Agreement if less than 12 months. Customer also will be responsible for all outstanding charges for Services Customer used prior to termination.. If Customer changes the service address or the location of Service, then Company may terminate the affected Service.

### **Termination By Company:**

The following actions will have negative consequences to Customer's Service:

- (a) Customer does not honor this Agreement; or
- (b) Customer uses the Service in an adverse manner; or
- (c) Others use the Service fraudulently or unlawfully while on Customer's premises or while the Service is under Customer's control; or
- (d) Customer or others use the Service in an excessive, abusive, or unreasonable manner that is not customary for the type of Service; or
- (e) Customer resells and Service; or
- (f) Customer uses the Service to aggregate other persons' traffic.

In any of these instances, Company will limit, interrupt, or terminate Service and may restore Service if Customer corrects the violation and pays all outstanding amounts owed including restoration charges.

### **Charges for Services:**

Customer is responsible for paying all charges that apply to the Service, including items such as features, installation, repair, restocking, long distance, and directory or operator assistance. Customer also is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of the Service.

### **Delivery and Installation:**

Company will deliver and install the Service in accordance with Company's standard practices and requirements. Customer is responsible for providing an environment that is suitable for the Service or Equipment and for all delivery and installation costs incurred by Company.

### **Billing Information:**

Customer will provide Company with the correct address to obtain Service, and Customer acknowledges that Company is relying on this information to determine which taxes, fees, or surcharges apply to Service. Customer will notify Company if Customer's address changes. If Customer does not provide a valid address, Customer will be responsible for any additional taxes, fees, or surcharges for Services that result from Customer's error.

### **Payments:**

Company will bill Customer monthly for the Service, and Customer will pay the charges in full either on the due date indicated on the bill or within 30 days of the date on the bill. If Customer authorizes payment of Service by credit card or debit, then Company will not obtain further consent or provide additional notice before invoicing the credit card or debit for all amounts due and owing. Company may accept late payments, partial payments or any payments Customer marks as being 'payment in full' or as being settlement of any dispute without waiving any rights Company has to collect full payments from Customer or to terminate this Agreement. Customer will be responsible for paying all costs and fees Company incurs as a result of collection Customer's unpaid balance.

**Late Payments:**

If Company does not receive any portion of Customer's payment when it is due or if Company receives any portion of Customer's payment in funds that are not immediately available, then Company will assess a late payment penalty. Company will add the last payment penalty to the other amounts Customer owes and will calculate the late payment penalty as the total amount Customer owes times .000590 per day, compounded daily for the number of days from the payment date to and including the date actually received in immediately available funds, or the maximum lawful rate allowable by law.

**Disputed Bills:**

Customer agrees that Customer has a responsibility to review bills in a timely manner and that Customer may dispute any portion of a bill in good faith. To dispute a bill, Customer must deliver to Company in writing the specific basis for the dispute within 30 days after the date on the bill. If Customer complies with dispute process, Customer may withhold disputed amounts from Company until the dispute is resolved but is responsible for paying Company for all other undisputed charges. Customer agrees that Company denies and Customer waives automatically any dispute that is not filed until one year or later after the date of issuance of the applicable bill or invoice.

**Contracting Parties:**

Customer and Company agree that each has the right to address billing and other payment issues that may arise under this Agreement directly with the other party. Company has the right to refuse to address billing and other payment issues through a consultant or external party representative designated by Customer and to address such issues directly with Customer.

**Personal Identifiers:**

Personal identifiers are a means through which Company provides and invoices Customer for Service, and they include telephone numbers and e-mail addresses. It is not Company's policy to change arbitrarily personal identifiers, although Company may be required by a governmental authority, regulation, or otherwise to change personal identifiers. Customer understands that personal identifiers are not Customer's property. (For example, in the case of an area code split, Company may be required to change Customer's area code.) Company may change personal identifiers upon reasonable notice, including notice of any associated transfer charges or fees.

**Other Service Charges:**

All Service charges not addressed in this Agreement will be charged in accordance with Company's tariffs or price lists established by Company in the absence of tariffs.

**Advertising or Publicity:**

Neither Customer nor Company will use the other's party's name, marks or trade names in any publicity, releases or advertisements without first securing the other party's written approval from an authorized representative.

**Software License:**

To the extent that any Service or Equipment contains any licensed software, Customer will use the software solely in connection with the proper and lawful use of the Services or Equipment.

**Risk of Loss:**

Once Services or Equipment is delivered to Customer, then Customer bears the risk of loss of the Services or Equipment.

**Privacy and Customer Proprietary Network Information:**

Customer understands that Company may monitor and record Customer's communications to Company regarding Customer's account, Services or Equipment and for quality assurance. Company may release information it has about Customer and Customer's account when Company is reasonably required by law to do so and if necessary for the purpose of assisting Company in providing Service to Customer or if Company reasonably believes that an emergency exists. Company may analyze Customer's account and usage information and share this information with Company's affiliates to communicate with Customer regarding services or equipment that may become available. Customer may notify Company if Customer does not want Company to provide such information to other Company affiliates for this purpose.

**Theft and Fraud:**

Company is not responsible or liable if Service is lost, stolen or misused. Customer will indemnify and hold harmless Company for all usage, charges, and liability incurred before Company received notice from Customer of such loss, misuse, or theft. Customer is responsible for taking security measures to safeguard Equipment and Services and agrees that Company is not liable for fraudulent use of Equipment or Services caused by Customer not taking such measures. Customer will cooperate in the investigation of fraud or theft and provide such information that Company may request reasonably (including affidavits and police reports).

**Limitation of Liability:**

COMPANY LIABILITY FOR SERVICES OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S PRO-RATED MONTHLY RECURRING CHARGE FOR SERVICES DURING THE PERIOD IN WHICH THE

DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATED CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICES, OR

ATTORNEY'S FEES, COMPANY WILL NOT BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES OR EQUIPMENT, AND CUSTOMER ACKNOWLEDGE THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. THIS SECTION SURVIVES AND CONTINUES AFTER THIS AGREEMENT ENDS.

**Disclaimer of Warranties:**

SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION. COMPANY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK. THIS SECTION SURVIVES AND CONTINUES AFTER THIS AGREEMENT ENDS.

**Emergency Services or 911 Access:**

**CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES, CUSTOMER PREMISE EQUIPMENT, AND SERVICE CONFIGURATIONS MAY NOT PROVIDE ACCESS TO 911 SERVICES OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 SERVICES IN AN EMERGENCY.**

Examples include voice over Internet protocol, Centrex, and private branch exchange. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services or Equipment, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

**Applicable Law:**

This Agreement and the provision of Services and Equipment are subject to the laws of the state in which the Service and Equipment are provided to Customer and any applicable federal law or Company tariff. Where this Agreement covers Services or Equipment in multiple states, then this Agreement and the provision of Services and Equipment are subject to the laws of the State of Delaware.

**Assignment:**

Company may assign this Agreement to an affiliate or acquirer of all or substantially all of Company's assets without any advance consent from Customer. Customer may not assign its rights and obligations under this Agreement without Company's consent, which will not be unreasonably withheld, conditioned, or delayed.

**No Waiver; Severability:**

If Company does not enforce any right or remedy available under this Agreement, that failure is not a waiver of its rights or remedies. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in force.

**Third Parties:**

This Agreement is for the benefit of Customer and Company only, and not any third party.

**Confidentiality:**

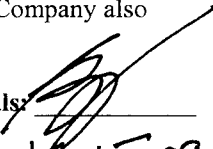
Except in those instances where this Agreement is required to be filed with a governmental authority, Customer and Company agree that this Agreement together with its attachments and Service Schedules contains proprietary and confidential information and shall not be disclosed publicly to any third party.

**Entire Agreement:**

This Agreement, including the attached schedules, is the entire Agreement between Customer and Company and may be amended only in a writing signed by Customer and an authorized Company representative. This Agreement supersedes any and all statements or promises made to Customer by any Company employee or agent.

**Signatures:**

This Agreement may be signed in counterparts, and facsimile copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.

Customer Initials: 

Date: 12.15.09

## Service Schedule: Wireline

Company Name: Fort Bend County  
Contact Number: 281/238-3518

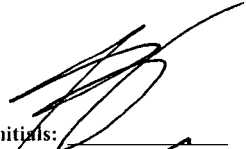
Date: December 3, 2009

Wireline Services for various location per attached addendum:

Term Three Year

Customer Initials:

Date:

  
12.15.09



3-Dec-09

**FORT BEND COUNTY - THREE YEAR  
ADDENDUM**

**PROPOSAL**

Quantity	Type of Service	Monthly Rate	Features	Surcharges	Extended Price
	<b>281/491-1117</b>				
3	Lines in Hunt	\$46.14		\$7.81	\$161.85
3	Caller ID		\$3.65		\$3.65
1	Straight Line	\$7.52		\$7.81	\$8.62
	<b>281/491-7226</b>				
2	Lines in Hunt	\$46.14		\$7.81	\$107.90
2	3 Way Calling				
3	PRI Numbers (491-0678,3048,8707)	\$1.00			\$3.00
	<b>281/242-4014</b>				
1	PRI Number	\$1.00			\$1.00
	<b>281/491-4198/491-4223</b>				
2	Straight Line	\$38.90		\$7.81	\$93.42
2	Feature Access		\$5.00		\$10.00
2	Enhanced Call Waiting		\$4.99		\$9.98
	<b>281/491-7698</b>				
1	Straight Line	\$38.90		\$7.81	\$46.71
1	Feature Access		\$5.00		\$5.00
1	Enhanced Call Waiting		\$3.49		\$3.49
	<b>281/4917275</b>				
1	Straight Line	\$38.90		\$7.81	\$46.71
	<b>281/494-9101/494-9102</b>				
2	Straight Lines	\$38.90		\$7.81	\$46.71
	<b>281/494-9076</b>				
3	Lines in Hunt	\$46.14		\$7.81	\$161.85
1	Caller ID		\$3.65		\$3.65
1	Straight Line	\$38.90		\$7.81	\$46.71
2	Access Line	\$7.52			\$17.24
	<b>281/265-1078/265-1079</b>				
2	Straight Lines	\$38.90		\$7.81	\$93.42
	<b>281/494-7169</b>				
1	PRI Number	\$1.00			\$1.00
	<b>281/491-1814</b>				
4	PRI Number	\$1.00			\$4.00
	<b>281/265-4444</b>				
3	Remote Call Forward (265-0969,4463)	\$25.00			\$75.00
11	Straight Lines	\$38.90		\$7.81	\$46.71
1	Additional Ring Number (265-4472)		\$4.99		\$4.99

	<b>281/491-8086</b>				
2	Straight Lines (491-7976,242-7398)	\$38.90		\$7.81	\$93.42
1	Access Line (242-5793)	\$7.52		\$1.10	\$8.62
1	Remote Call Forward (491-8086)	\$25.00			\$25.00
3	Call Forward Paths	\$5.00			\$15.00
	<b>281/277-8934</b>				
6	Lines in Hunt	\$46.14		\$7.81	\$323.70
4	Straight Lines	\$38.90		\$7.81	\$186.84
1	Feature Package		\$2.75		\$2.75
7	Access Lines	\$7.52		\$1.10	\$60.34
	<b>281/9803724</b>				
1	PRI Number	\$1.00			\$1.00
	<b>281/242-4311/242-0742</b>				
2	PRI Numbers	\$1.00			\$2.00
	<b>281/340-4750</b>				
7	Centrex Paths	\$46.14		\$7.81	\$377.65
1	Straight Line	\$38.90		\$7.81	\$46.71
1	Caller ID		\$3.65		\$3.65
23	Access Lines	\$7.52		\$1.10	\$129.26
14	Voice Mailbox	\$4.50			\$63.00
16	Feature Packages		\$2.75		\$44.00
10	Multi Line Set Rental	\$11.00			\$110.00
4	Speakerphone Set Rental	\$18.00			\$72.00
	<b>281/980-2235</b>				
1	PRI Circuit	\$631.50		\$69.25	\$700.75
5	Number Point to PRI (980-2235)	\$1.00			\$5.00
3	Straight Lines	\$38.90		\$7.87	\$140.31
1	T1 Circuit	\$314.74			\$314.74
Monthly recurring including surcharges before tax					<b>\$3,728.35</b>

**\*\*Note: Surcharges are subject to change**

**\*\*\* Additional lines and services will be provided at the specified rates for these accounts.**