

Windstream

MASTER SERVICES AGREEMENT

The **MASTER SERVICES AGREEMENT** (the "*Agreement*") effective as of July 1, 2018, by and between ("Windstream"), and School Board of Suwannee County, Florida, ("SCSB").

Windstream has submitted a proposal to SCSB for the delivery of certain Phone and Internet related services. Windstream ("Windstream") and the lease of or access to certain equipment to SCSB for its schools. Windstream and SCSB contemplate that funding for a substantial portion of the fees payable by SCSB to Windstream for such services and equipment will be provided by the Schools and Libraries Universal Service Support Mechanism, a federal government program commonly referred to as E-rate ("*E-rate*"), which is administered for the Federal Communications Commission by the Schools and Libraries Division ("*SLD*") of the Universal Service Administrative Company. SCSB wishes to accept Windstream's proposal and to engage Windstream on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties do hereby represent, warrant, covenant and agree as follows:

1. DELIVERY OF SERVICES. SCSB hereby engages Windstream to provide during the term (as defined below) the services listed in Exhibit A attached hereto under the heading Services Provided (collectively, the "*Services*:"), at the District building and all locations and/or schools within the school district (collectively, the "*Service Locations*"). Windstream hereby accepts such engagement on the terms and conditions set forth herein.

2. TERM.

2.1 The initial term (the "*Initial Term*") of this Agreement with respect to the provision of the Services and the lease of Phone and Internet related services shall be for a period of 3 (three) years, beginning on July 1, 2018 (the "*Commencement Date*"), and ending on the day prior to the anniversary of the Commencement Date, unless sooner terminated in accordance with the terms and conditions as herein set forth.

2.2 With respect to the provision of the Services and the Leased Access Hosting Environment, this Agreement may be renewed by written agreement signed by both parties for up to 3 additional periods of 1 year each (individually, a "*Renewal Term*") upon the same terms and conditions as herein set forth except as provided in Section 5 hereof regarding monthly payments to Windstream.

3. PAYMENTS TO WINDSTREAM

3.1 For and in consideration of Windstream's delivery of the Services and the access to the Leased Access Hosting Environment in accordance with the terms of this Agreement, SCSB shall pay to Windstream, each year during the Term, the amount set forth in Exhibit A, as adjusted in accordance with Section 5.4 hereof (the "*Annual Payment*"). SCSB shall be responsible to pay to

Windstream any and all portions of the Annual Payment not funded by SLD, whether by mistake or otherwise.

3.2 With respect to the Initial Term, the portion of the total annual cost of service not funded by, or predicted to not be funded by, the SLD shall be due and payable to Windstream on or around the contract commencement date, regardless of the SCSB's receipt of the SLD Funding Commitment.

3.3 With respect to any and all Renewal Terms, each such year beginning one year following the previous term's commencement date, the Annual Payment shall be due and payable to Windstream on the commencement date of each such year.

3.4 The Annual Payment may be adjusted as of the first day of any Renewal Term (the "*Adjustment Date*") so that the Annual Payment may be adjusted by the percentage change of the Consumer Price Index ("*CPI*") as measured from the CPI published for January in the calendar year of the Commencement Date to the CPI published for January in the calendar year of the Adjustment Date. For purposes of this calculation, the CPI used shall be the Consumer Price Index--U.S. City Average for Urban Wage Earners and Clerical Workers, all items (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics, or in the event such index shall no longer be published, such replacement or similar index as Windstream may choose in its reasonable discretion. Any such adjustment will be included in the renewal agreement signed by both parties.

3.5 All fees and charges for internet services are fully declared and stated within Exhibit B. Exhibit B shall serve as the Item 21 Attachment for SLD purposes.

4. REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND COVENANTS OF WINDSTREAM.

4.1 Windstream hereby represents and warrants to SCSB that Windstream has good and marketable title to Windstream and its related components, and that Windstream is authorized to enter into this Agreement, to provide the Services as provided for in this Agreement, and to provide access to the Leased Access Hosting Environment.

4.2 Windstream shall, at its own expense, repair, maintain and, if necessary, replace any or all network equipment in order to maintain reliable and consistent internet access by SCSB.

4.3 Windstream shall render the services under this Agreement in accordance with all federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act, Civil Rights laws, E-Verify, Florida Statutes, and Board of Education policies and procedures. Windstream further agrees it will indemnify and hold SCSB, its agents, servants and successors harmless from any claims asserted against SCSB arising out of Windstream's violation of FERPA or a violation of SCSB's policies and procedures, including for any costs and attorney's fees incurred by SCSB in defending such claims. While performing services under this Agreement, Windstream agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SCSB.

5.1 SCSB hereby represents and warrants to Windstream as follows:

(a) SCSB has all requisite power and authority to execute and deliver this Agreement and perform its obligations under this Agreement. The execution and delivery of this Agreement by SCSB and the consummation by SCSB of the transactions contemplated hereby have been duly authorized by SCSB, and no other proceedings on the part of SCSB are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by SCSB and constitutes a legal, valid and binding agreement of SCSB, enforceable against SCSB in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and except as may be limited by general principals of equity. SCSB has complied in full with all applicable public bidding and other applicable legal requirements with respect to this Agreement and the transactions contemplated hereby.

(b) SCSB has sufficient appropriations and other funds available to it to pay all amounts due hereunder for its current fiscal period, including the Annual Payment for the initial Term.

6. INDEMNIFICATION.

6.1 SCSB agrees to indemnify and hold Windstream, its agents, servants and successors harmless for any claims, costs, losses or damages caused by or arising out of SCSB's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

6.2 Windstream agrees to indemnify and hold SCSB, its board of education, agents, servants and successors harmless for any claims, costs, losses or damages arising out of or caused by Windstream's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

7. TERMINATION.

7.1 Any obligations incurred by SCSB pursuant to this Agreement shall be paid from funds allocated for this purpose and the SCSB agrees to act in good faith in budgeting funds to pay its obligations under this agreement. Notwithstanding any other provision of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at anytime not forthcoming or insufficient, as determined in the discretion of the SCSB, then SCSB shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

7.2 Either party may terminate this Agreement for material breach of the contract. Prior to termination, the non-breaching party must give the breaching party written notice of its intent to terminate. If the breaching party cures the breach to the satisfaction of both parties within five (5) working days of the issuance of written notice, the contract will not be terminated. In the alternative, either party may terminate this Agreement without cause with thirty (30) days written notice.

7.3 At the time of termination, any amount paid by the SCSB, but not yet earned by Windstream will be returned to the SCSB on a pro rata basis. The SCSB will pay Windstream for any noncancellable obligations and services performed prior to the termination date.

8. MISCELLANEOUS.

8.1 Prior to commencement of work for SCSB, Windstream shall provide to SCSB a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor. Windstream shall also provide SCSB a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8.2 All notices and other communications hereunder shall be in writing and shall be deemed to have been given only if and when: (1) personally delivered; or (2) three business days after mailing, postage prepaid, by certified mail; or (3) when delivered (and receipted for) by an overnight delivery services; or (4) when delivered by facsimile transmission for which automatic confirmation has been received, addressed in each case as follows:

If to SCSB, to:

School Board of Suwannee County, Florida

Attn: Josh Williams, Director of Information Technology

1729 SW Walker Ave.

Suite 200

Live Oak, FL 32064

Telephone: 386-647-4103

Fax: 386-364-3576

CC: School Board of Suwannee County, Florida

Attn: Ted L. Roush, Superintendent of Schools

1729 SW Walker Ave.

Suite 200

Live Oak, FL 32064

Fax: 386-364-2635

Telephone: 386-647-4604

If to Windstream, to:

Windstream

P.O. BOX 698, ALACHUA, FL 32615

FAX: 330-486-3141

A party may change its address by written notice, given in accordance with this Section, to the other party.

8.5 All covenants, agreements, representations, and warranties made herein or any certificate or instrument delivered to the parties pursuant to this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

8.6 All waivers and consents given hereunder shall be in writing. No waiver by any party of any breach or anticipated breach of any provision hereof by the other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or the other party.

8.7 This Agreement, including the exhibits and appendices hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written instrument specifically referring to this Agreement signed by each of the parties or as otherwise provided in this Agreement.

8.8 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party to this Agreement by any court or other governmental or judicial authority by reason of such party's having or being deemed to have structured or dictated such provisions.

8.9 Each of the parties agree that this Agreement will fully bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.10 All conditions of the obligations of the parties, and all undertakings herein, except as otherwise provided by a written consent, are solely and exclusively for the benefit of the parties and their permitted successors and assigns, and no other person or entity shall have standing to require satisfaction of such conditions or to enforce such undertakings in accordance with their terms or be entitled to assume that any party will refuse to complete the transactions contemplated hereby in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed a beneficiary of such conditions or undertakings, any or all of which may be freely waived in whole or in part, by mutual consent of the parties at any time, if in their sole discretion they deem it desirable to do so.

8.11 This agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

8.12 The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.13 In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

8.14 This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

8.15 Windstream certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 1ST day of March, 2018.

SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

By: *Jerry Taylor* MAR 01 2018
Name: Jerry Taylor
Title: Chairman

"Approved as to Form and Sufficiency
BY *[Signature]*
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ATTEST: *[Signature]* MAR 01 2018
Name: Ted L. Roush
Title: Superintendent of Schools

Windstream

By: *David Emig* 3-2-2018
Name: David Emig
Title: Director



PROPOSAL

SCSB 2019-01 (RENEWAL)

EXHIBIT A

Customer Name

Customer Name	SUWANNEE CO SCH BRD, #601032	Proposal / Quote ID	1551707
Install Street Address	405 REYNOLDS ST NE	City, State, Zip	BRANFORD, FL, 32008-2861
Opportunity ID	1659699	Service Order Type	Upsell
Contract Term	36	Effective Date	07/01/2018

Bundled Services **Total Qty** **Price/Unit** **Total Price**

MPLS VPN Bundle

VPN Port	2,000.0 Mbps	--	Included
Ethernet	1	--	Included
MPLS VPN	Yes	--	Included
Total Services			\$3,200.00

Included **Total Qty** **Price/Unit** **Total Price**

VPN

Quality of Service	--	1	\$0.00	\$0.00
Total Features				\$0.00

Other Charges (Non-Recurring) **Included** **Total Qty** **Price/Unit** **Total Price**

Access Loop

Ethernet	--	1	\$0.00	\$0.00
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VPN

VPN Port	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <http://www.paetec.com/about-us/notice>.

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

Customer Name

Customer Name	SUWANNEE CO SCH BRD, #200160091	Proposal / Quote ID	1551707
Install Street Address	1729 WALKER AVE SW	City, State, Zip	LIVE OAK, FL, 32064-4048
Opportunity ID	1659699	Service Order Type	Upsell
Contract Term	36	Effective Date	07/01/2018

Bundled Services **Total Qty** **Price/Unit** **Total Price**

Ethernet Internet Bundle

Internet Port	3,000.0 Mbps	--	Included
Ethernet	1	--	Included
Total Services			\$3,850.00

MPLS VPN Bundle

VPN Port	2,000.0 Mbps	--	Included
Ethernet	1	--	Included
MPLS VPN	Yes	--	Included
Total Services			\$3,200.00

SCSB 2019-01 (RENEWAL)

	Included	Total Qty	Price/Unit	Total Price
Internet				
ADDITIONAL IP ADDRESSES	--	1	\$160.00	\$160.00
VPN				
Quality of Service	--	1	\$0.00	\$0.00
Total Features				\$160.00

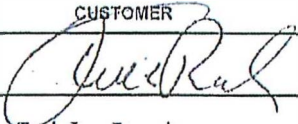
Other Charges (Non-recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Ethernet	--	1	\$0.00	\$0.00
Access Loop				
Ethernet	--	1	\$0.00	\$0.00
Internet				
Internet Port	--	1	\$0.00	\$0.00
VPN				
VPN Port	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$10,410.00
Total Non-Recurring Charges	\$0.00
Minimum Monthly Fee	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

CUSTOMER

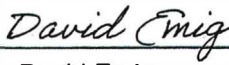
Signature: 

Printed Name: Ted L. Roush

Title: Superintendent of Schools

Date: MAR 01 2018

WINDSTREAM

Signature: 


Printed Name: David Emig

Title: Sales Director

Date: 3-2-2018

This offer is voidable by Windstream if not signed and returned to Windstream by 12th day of April, 2018 .


 Jerry Taylor
 Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
 BY 
 Leonard J. Dietzen, III
 Rumberger, Kirk & Caldwell, P.A.
 Suwannee School Board Attorney"



Letter of Agency

Contact Name:	Company Name:
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Windstream Communications (“Windstream”) and its operating affiliates* listed on Exhibit A to change my Company’s provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant (s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company’s current telecommunications carrier(s) to Windstream.

INSTRUCTIONS: LIST ALL APPLICABLE BILLING TELEPHONE NUMBERS OR LIST THE MAIN BILLING TELEPHONE NUMBER BELOW AND ATTACH A DOCUMENT IDENTIFYING ALL ASSOCIATED TELEPHONE NUMBERS SUBJECT TO THIS LOA

Telephone Numbers:

I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

Company Signature: _____ Date: _____

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, EarthLink Business, EarthLink Carrier, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)