



Agreement for Service (AFS)

CUSTOMER INFORMATION

Customer	COUNTY OF MADISON
Address	125 W NORTH ST CANTON, MS 39046-3720
Telephone	601-855-5508
Email	duane.thompson@madison-co.com
Authorized Contact	Duane Thompson

EARTHLINK INFORMATION

Quote ID	168559
Date	1/18/2017
Account Executive	Michael Easton (321310)
Association	
Sub Agent ID	
Term Plan	3 Year(s)
Tax Exempt	No

LOCATION SUMMARY

Location	Site NRC	Site MRC	
1633 W. Peace Street	\$0.00	\$285.16	
* See below for details	Totals	\$0.00	\$285.16

Location, Product and Service Details

Location: 1633 W. Peace Street

1633 W PEACE ST CANTON MS 39046-9041

1633 W. Peace Street

Product	Qty	Unit Price	Site NRC	Site MRC	Usage Rate
Complete Data					
Internet					
INTERNET SERVICE	1	\$26.25	\$0.00	\$26.25	
INTERNET SERVICE INSTALL	1	\$0.00	\$0.00	\$0.00	
Access					
ACCESS CABLE UPTO 100M/10M 1IP	1	\$258.91	\$0.00	\$258.91	
			\$0.00	\$285.16	

Totals for All Locations	
Total MRCs	\$285.16
Total NRCs	\$0.00

AGREEMENT FOR SERVICE: By signing this Agreement for Service (“**AFS**”), the Customer signing below (“**Customer**”) hereby orders from EarthLink the products/services listed above (each a “**Service**” and collectively, the “**Services**”) for the Service Term specified above. For purposes of this AFS, “**EarthLink**” means EarthLink, LLC and/or its affiliates that is/are certified to provide the Service(s) in the applicable state(s).

Service(s) ordered hereunder shall be subject to the terms set forth in this AFS, the Standard AFS Terms and Conditions and any applicable tariffs and rate sheets, each incorporated amendment, exhibit, schedule or other attachment and associated documents referred to and available at <http://www.earthlinkbusiness.com/about/legal/legal.xea> (“**Company Website**”) each such document is expressly incorporated herein by this reference (collectively, the “**Agreement**”). If a tariff for your state is not posted, you may check with your State’s public service commission or relevant authority. The Standard AFS Terms and Conditions and applicable tariffs include, among other matters, limitations of warranties, exclusion of consequential, and other special damages and other limitations of liability, payment terms, an Early Termination Fee in the event of termination of any Services prior to the end of the specified Term and an agreement to binding arbitration in the event of a dispute. By your signature you warrant that you have read, understand and agree to the terms and conditions herein referenced and acknowledge that you are authorized to sign this AFS and order the Service(s). This AFS may only be amended, modified or supplemented by an instrument in writing executed by an authorized representative of each party and specifically stating that the parties intend to modify, amend or supplement this AFS. Provision of the Service(s) by EarthLink will be deemed an acceptance of this AFS in the absence of a signature.

Without limiting the foregoing, Customer acknowledges: All invoices are due and payable within thirty (30) days from the date of invoice; Customer shall be responsible for ensuring compliance with any and all applicable laws and regulations concerning its use of the Service(s); and Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Service(s) unless such fraud resulted from the gross negligence or willful misconduct of EarthLink.

AGENCY. You hereby designate EarthLink as your agent to request your service record information from your current telecommunications provider.

CREDIT APPLICATION: Customer’s execution of this AFS, constitutes authorization for EarthLink to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial condition of Customer. Customer understands that, as a result of this credit review, it may be required to submit a cash deposit or guaranty in order to receive the Services.

CUSTOMER PROPRIETARY NETWORK INFORMATION NOTICE AND AUTHORIZATION:

EarthLink, its subsidiaries and/or affiliates and its successors-in-interest are committed to protecting the confidentiality of your telecommunications service information. This information is known as Customer Proprietary Network Information (“CPNI”). Under federal law, you have a right and we have a duty to protect the confidentiality of your CPNI.

CPNI is information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by you and that is made available to us solely by virtue of our carrier-customer relationship. It includes information contained in your bills pertaining to the telecommunications services we provide to you but does not include information derived from non-telecommunications services we provide to you.

In order to better serve your communications needs and to develop, identify, offer and provide you with advanced communications-related products and services, including some that may be different from the class of service we already provide to you, we may access and use your CPNI and share it with our affiliates, agents, partners, vendors, contractors and their subsidiaries. By signing this AFS, either manually or by e-signature, you consent to our access, use and sharing of CPNI as described above. This consent is valid until revoked by you.

To limit or revoke consent at any time, you must use one of the following methods: (1) completing the opt out form at www.earthlinkbusiness.com/optout; (2) contact Customer Service at (855) EL-Care-1 or (3) notify us in writing at EarthLink, 2150 Holmgren Way, Green Bay, WI 54304. You must provide the following information: (i) your name; (ii) service billing address; (iii) ten-digit telephone number(s); and (iv) service account number. If we do not hear from you within 30 days of signing this AFS, we will assume you do not wish to opt-out. Your decision will not affect the provision of services you receive from EarthLink.

CONTACT INFORMATION

Authorized Contact: Duane Thompson
Alternative Contact Phone Number:

For and on behalf of: COUNTY OF MADISON

Signed: _____

Name (*please print*): _____

Title: _____

Address for Legal Notices: _____

Attention: _____

Fax Number for Legal Notices: _____

Billing Account Name: COUNTY OF MADISON

Billing Address:
(if different from legal address specified above) 125 W NORTH ST CANTON, MS 39046-3720

Billing Contact email address: _____

Billing Telephone No.: _____

Date: _____

For and on behalf of: EarthLink

Signed: _____

Name (*please print*): _____

Title: _____

Date: _____

Services are subject to the Acceptable Use Policy, to the extent applicable. Services are not available for resale or use by auto dialers, telemarketers, dial-up internet service providers, call centers and similar type of businesses. In the event that EarthLink determines that the above-noted Customer is such a company, EarthLink shall be entitled to either (i) terminate any such Service, (ii) charge the Customer measured service rates, or (iii) charge an additional fee per call retroactive to the Billing Activation Date.

Access services are subject to availability. Additional charges may be incurred for circuit expedites, extended demarc, special scheduling at customer request, or circuit redesign. This quote is firm for thirty (30) days from the date specified above unless indicated differently herein and shall become binding upon execution by you and acceptance by EarthLink. Alterations or changes after thirty (30) days may be made at the discretion of EarthLink without notice.



QUOTE

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(321310)

Association:
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