

Agreement for Service (AFS)

CUSTOMER INFORMATION

Customer	Madison County Board of Supervisors
Address	146 W Center Street Canton , MS 39046
Telephone	601-855-5508
Email	
Authorized Contact	Duane Thompson

EARTHLINK BUSINESS INFORMATION

Quote ID	Q6UJ9A2D91UU
Date	10/28/2014
Account Executive	Anne Cole (3010)
Association	
Sub Agent ID	
Term Plan	3 Year(s)
Tax Exempt	No

LOCATION SUMMARY

Location	Site NRC	Site MRC
Center	\$0.00	\$1,810.14
* See below for details	Totals	\$0.00
		\$1,810.14

Location, Product and Service Details

Location: Center

Product	Qty	Unit Price	Site NRC	Site MRC	Usage Rate
Local Service					
Equipment Maintenance Coverage	1	\$12.95		\$12.95	
Internet					
Internet Service 50M	1	\$496.13		\$496.13	
Monitored Router Internet	1	\$18.38		\$18.38	
Data					
Ethernet Access 50M	1	\$1,282.68		\$1,282.68	
			\$0.00	\$1,810.14	

Totals for All Locations	
Total MRCs	\$1,810.14
Total NRCs	\$0.00

AGREEMENT FOR SERVICE: By signing this Agreement for Service ("**AFS**"), the Customer signing below ("**Customer**") hereby orders from EarthLink Business the products/services listed above (each a "**Service**" and collectively, the "**Services**") for the Service Term specific above. For purposes of this AFS, "**EarthLink Business**" means one or more subsidiaries of EarthLink, Inc. 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 www.earthlinkbusiness.com ("**Company Website**") each such document is expressly incorporated herein by this reference. 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 Business 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 Business.

AGENCY. You hereby designate EarthLink Business 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 Business 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 Business, its 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 Business, 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 Business.

CONTACT INFORMATION

Authorized Contact: Duane Thompson

Alternative Contact Phone Number:

Quote ID: Q6UJ9A2D91UU

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For and on behalf of: Madison County Board of Supervisors

Signed: _____

Name (*please print*): _____

Title: _____

Address for Legal Notices: _____

Attention: _____

Fax Number for Legal Notices: _____

Billing Address:
(if different from legal address specified above) _____

Billing Contact email address: _____

Billing Telephone No.: _____

Date: _____

For and on behalf of: EarthLink Business

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 Business determines that the above-noted Customer is such a company, EarthLink Business 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 Business. Alterations or changes after thirty (30) days may be made at the discretion of EarthLink Business without notice.

Important 911 and E911 Disclosure and Notice

The Federal Communications Commission ("FCC") requires that EarthLink Business, like all Voice Over Internet Protocol ("VoIP") service providers, inform its customers of any differences between the 911 and E911 access capabilities available with EarthLink Business VoIP Services (the "VoIP 911 and E911 Service") as compared to the 911 and E911 access capability available with traditional wireline non-VoIP telephone service. A copy of the FCC order containing the disclosure rules is available at <http://www.fcc.gov/cgb/voip911order.pdf>. It is important that you understand how these differences affect your ability to access 911 and E911 services. For purposes of this Notice, "EarthLink Business" means the subsidiary or subsidiaries of EarthLink, Inc. that provide(s) VoIP Services in the applicable state(s). If you have any questions or concerns about the information contained in this Notice, please contact a Customer Care Representative at 1-800-239-3000.

The FCC's rules also require us to obtain and keep a record on file showing that you have received and that you understand this 911 and E911 Notice. **If we do not receive your reply promptly, we may be required by FCC rules to suspend your service until we do receive your reply.**

By executing this Notice, you are affirmatively acknowledging that (i) you have read and understood this 911 and E911 Notice, (ii) you understand that you may not be able to contact emergency services by dialing 9-1-1 using the VoIP 911 and E911 Service, and (iii) you understand that you must inform users of the VoIP Services that they may not be able to contact emergency services by dialing 9-1-1 using the VoIP 911 and E911 Service.

- **EARTHLINK BUSINESS VOIP 911 AND E911 SERVICES MAY NOT OPERATE DURING A POWER OUTAGE.** You understand and acknowledge that the VoIP 911 and E911 Service will not function in the event of a power failure or disruption. Should there be an interruption in the power, the VoIP Services, including the VoIP 911 and E911 Service, will not function until power is restored and your equipment may need to be reset.
- **EARTHLINK BUSINESS VOIP 911 AND E911 SERVICES WILL NOT OPERATE IF YOUR BROADBAND CONNECTION IS DISRUPTED.** You understand and acknowledge that service outages, interruptions or degradation, or termination or suspension for any reason, of service by your broadband provider and/or ISP or by EarthLink Business will prevent you from using the VoIP Services, including the VoIP 911 and E911 Service.
- **EARTHLINK BUSINESS VOIP 911 AND E911 SERVICE CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST IF YOU DISABLE, DAMAGE OR MOVE THE EQUIPMENT TO A LOCATION OTHER THAN THE REGISTERED ADDRESS YOU PROVIDED TO EARTHLINK BUSINESS WHEN SERVICE WAS INITIATED.** You understand and acknowledge that VoIP 911 and E911 Service will not function if you move your device to a different street address or location other than your Registered Address. You also acknowledge that it may take several days for any change in address to be processed. Accordingly, you should notify EarthLink Business in advance of any and all changes to your Registered Address by contacting a Customer Care Representative at 1-800-239-3000. Failure to provide the current and correct physical address and location of your device may result in any 911 call you make being routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location.
- **EMERGENCY PERSONNEL MAY NOT BE ABLE TO IDENTIFY YOUR PHONE NUMBER IN ORDER TO CALL YOU BACK.** You understand and acknowledge that public safety answering point ("PSAP") and emergency personnel may not be able to identify your phone number in order to call you back if the call cannot be completed, is dropped or disconnected and/or if your VoIP 911 or E911 Service is not operational for any reason.

- **EARTHLINK BUSINESS VOIP 911 AND E911 SERVICE CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE.** You understand and acknowledge that, due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing your equipment as compared to 911 dialing over traditional non-VoIP public switched telephone networks.
- **IN ADDITION, YOU SHOULD MAINTAIN ALTERNATE MEANS OF CONTACTING 911 AND E911 SERVICES AND YOU MUST INFORM USERS OF EARTHLINK BUSINESS VOIP 911 AND E911 SERVICE OF THESE ALTERNATE MEANS.** You will receive a set of stickers explaining 911 and E911 service limitations and these stickers should be placed on or near the equipment you use to access the VoIP 911 and E911 Service. If you require additional stickers, please contact a Customer Service Representative at 1-800-239-3000.

IN NO EVENT SHALL EARTHLINK BUSINESS, ITS PARENT COMPANY, OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER OR VENDOR WHO MAY FURNISH SERVICES OR PRODUCTS TO YOU IN CONNECTION WITH THE VOIP SERVICES OR THE EQUIPMENT BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS WHATSOEVER ARISING FROM OR RELATING TO 911 DIALING AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO 911 DIALING.

EARTHLINK BUSINESS DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, 911 CALLS USING THE VOIP SERVICES ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. EARTHLINK BUSINESS DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. EARTHLINK BUSINESS RELIES ON THIRD PARTIES TO ASSIST EARTHLINK BUSINESS TO ROUTE 911 CALLS TO LOCAL EMERGENCY RESPONSE CENTERS. EARTHLINK BUSINESS DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT.

I acknowledge that I have received, read and understand this 911 and E911 Disclosure and Notice. I represent that I am an authorized representative of the company identified below to execute this Notice on behalf of such company.

Entity Name: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____



CUSTOMER AUTHORIZATION

Preferred Carrier Selection

This is to confirm that Customer has selected **EarthLink Business****, as its primary provider of (choose from the following):

- local exchange service
- intraLATA toll service
- long distance service.

This is also to confirm that Customer has designated EarthLink Business as its agent to effectuate the above change(s) in conjunction with each of the phone numbers associated with those Billing Telephone Numbers ("**BTN's**") identified in the chart below or in the Letter of Authorization submitted with this form, including changing its current Local Exchange Carrier ("**LEC**")/Primary Inter-exchange Carrier ("**PIC**"), if any, from its current provider(s) to EarthLink Business. This authorization shall remain in effect until cancelled by Customer in writing.

Customer understands that only one carrier can be selected as the primary carrier for each of the services selected above and that by signing below, its current service provider for the checked services, if any, will be changed to EarthLink Business.

Customer also understands that the selection of a new intraLATA toll or interLATA service provider may result in the imposition of a charge by Customer's LEC/PIC for changing service providers.

Preferred Carrier Freeze

This is to advise that Customer has elected to impose a preferred carrier freeze for each of the following services (choose from the following):

- local exchange service
- intraLATA toll service
- long distance service.

This is also to confirm that Customer has designated EarthLink Business as its agent to effectuate the above preferred carrier freeze with respect to each of the phone numbers associated with those BTN's identified in the chart below or in the Letter of Authorization submitted with this form.

Customer understands that Customer will be unable to make a change in its carrier selection unless it lifts this preferred carrier freeze and that EarthLink Business will not process any request received from a third party on behalf of Customer to lift the preferred carrier freeze.

Customer also understands that implementation of the preferred carrier freeze may result in the imposition of a charge.

This authorization shall remain in effect until cancelled by Customer in writing.

BTNs or BANs

(Check if additional pages are attached)

Customer: Madison County Board of Supervisors
 (Insert Full Legal Business Name of Customer)

By: _____
 (Signature of Authorized Representative)

Name (please print): _____

Title: _____

Date: _____

****For purposes of this form, "EarthLink Business" means the subsidiary or subsidiaries of EarthLink, Inc. that is/are certified to do business in the state in which the services are to be provided to Customer.**

