

THIS ADDENDUM ("**Addendum**") is entered into between the Customer identified below ("Customer") and EarthLink Business ("**EarthLink Business**") and amends the Agreement For Service, the Network Service Agreement or any other applicable agreement for the provision of services entered into by Customer with the applicable EarthLink entity and any applicable tariffs, which are specifically incorporated into this Agreement by this reference. ("**Agreement**") dated concurrently herewith between EarthLink Business and Customer as provided below.

WITNESSETH

WHEREAS, EarthLink Business and Customer have entered into that certain Agreement on the date hereof for the provision of certain telecommunication and/or data services to Customer ("**Services**"); and, WHEREAS, Customer wants to renew Services and/or pricing previously offered by EarthLink Business. NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, EarthLink Business and Customer agree as follows:

Additional Terms:

1. Services shall be governed by the Standard Agreement for Service Terms and Conditions located at [www.earthlinkbusiness.com](http://www.earthlinkbusiness.com).
2. Only Services that are currently out of Agreement are eligible for this offer. Customer agrees that all Network Services on this account will be renewed under this Agreement.
3. Services covered under this offer will be converted to the original contract pricing in place prior to being placed on a Month to Month Pricing Schedule.
4. Customer agrees to the Service Term as indicated below. The Agreement shall automatically renew on a Month-to-Month basis until either Party terminates the Services(s) by giving the other Party not less than thirty (30) days prior written notice of termination ("Termination Notice"). EarthLink Business may increase the price of any Service in a month-to-month Service Term.
5. If Customer terminates this Agreement after commencement of Service and before the expiration date of the Service Term, Customer shall incur Early Termination Fees as set forth in the Standard Agreement for Service Terms and Conditions located at <http://www.earthlinkbusiness.com/about-us/legal/terms.xea>. In the event Customer terminates this Agreement prior to expiration of the Service Renewal term, Customer shall be invoiced and responsible for the full amount of the credit(s) upon termination, plus any other fees that shall apply.

**ReTerm Promotion:** To thank you for your renewal, EarthLink Business will provide an Agreement Renewal Promotion based upon Renewal Term on your Network Services Invoice as outlined below:

- A Credit equal to one (1) Months Recurring Charges will be applied to the Customers first (1st) Invoice for a two (2) year Contract Renewal;
- OR**
- A Credit equal to one (1) Months Recurring Charges will be applied to the Customers first and thirteenth (1<sup>st</sup> & 13<sup>th</sup>) Month Invoices for a three (3) year contract Renewal.
  - Credit amount is stated below and will be based upon the average of Customers prior three (3) months Monthly Recurring Charges before the Month to Month Pricing Schedule became effective.

**Customer Name: MADISON COUNTY BOARD OF SUPERVISORS Master Account Number: 12087938-local only**

**Total ReTerm Promo Amount: \$ 452.85 TERM: 3 YEARS**

Any changes to the Agreement necessary to conform the Agreement to this Addendum are hereby deemed to be made. In all other respects not inconsistent with this Addendum, the terms of the Agreement not specifically or by necessary implication amended or modified by this Addendum, shall be and remain in full force and effect as modified hereby. This Addendum supersedes and replaces all prior and contemporaneous agreements, discussions and understandings, whether written or oral, concerning the subject matter hereof. Exclusive of any tariff modifications initiated by EarthLink Business and approved or permitted by the applicable regulatory authority,

This Addendum is not effective until executed by an authorized representative of each party.

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IN WITNESS WHEREOF, EarthLink Business and Customer have executed this Addendum to Agreement For Service, by their duly authorized representatives, on the day and year indicated below.

Customer: Madison County Board of Supervisors Address: \_\_\_\_\_

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Customer Authorized Signature                      Print Name/Title                      Date

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EarthLink Business Acceptance                      Print Name/Title                      Date