COUNTY DEPARTMENT AGENDA REQUEST

Department:	Finance	Presenter(s):	Mary Holland
Meeting Date:	Thursday, March 24, 2011	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation to enter into a three-year agreement with Deltacom for Primary Rate Interface (PRI) telecommunication circuit service at four county locations, and authorization for the Chairman to execute said agreement.

Background/History/Details:

In August of 2006, Fayette County entered into a three year agreement with Deltacom, the successful bidder, for PRI telecommunication circuit service for the county's facilities located on McDonough Road.

In October of 2007 a request for proposals was sent out for PRI telecommunication circuit service for offices serviced by the Stonewall Administrative Complex. Deltacom was the successful bidder and Fayette County entered into a three year agreement in December of 2007.

In May of 2009 a request for proposals was sent out for two PRI telecommunication circuits for service at the Jail, Justice Center and Sheriff's Office. Deltacom was the successful bidder and Fayette County entered into a three year agreement in August of 2009.

When the service agreement for the McDonough Road facilities expired, a request for proposals was sent out and Deltacom was once again the successful bidder. A request was made to Deltacom to combine all four circuits under one agreement. The three year agreement for service for the four PRI telecommunication circuits has been reviewed by the County Attorney.

What action are you seeking from the Board of Commissioners?

Motion to approve staff's recommendation to enter into a three-year agreement with Deltacom for Primary Rate Interface (PRI) telecommunication circuit service at the Stonewall Administrative Complex, the McDonough Road facilities, the Justice Center, and the Sheriff's Office and Jail facilities, and to authorize the Chairman to sign said agreement.

If this item requires funding, please describe:

Funding will be provided from telecommunications funds provided by the various departments serviced by the circuits.

Has this issue come before the Commissioners in the past?	No	If so, when?	
Do you need audio-visual for the presentation?	No	Back-up Material Submitted?	Yes

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	Approved by County Clerk	Yes
Administrator's Approval	Yes		

Staff Notes:

This agreement will become effective on July 1, 2010, and credit will be issued to Fayette County from July 1, 2010 until the date the agreement is executed. This agreement has been delayed due to legal clarification and wording.

AGREEMENT FOR SERVICE

deltacom
Accountable Business Solutions

Date: 8/25/2010
Account Executive: Paula Kelley
Association:
Sub Agent ID:

Quote ID: Q6UJ9A17UFSD
Sales ID: 186
Assoc ID:
Referal ID:

Customer: FAYETTE COUNTY

Address: 140 Stonewall Ave W
Fayetteville, GA
30214

Telephone #: 770-305-5182

Email:

Tax Exempt: N Term Plan: 3 Year(s)

Location: Stonewall

Service	Product	Qty	Unit Price	MRC	NRC	Usage Rate
Local Service						
	Simplicity 3.0 NB Option	1	$100.00	$100.00		
	Simplicity 3.0 PRI Voice Only	1	$237.60	$237.60		
	T_ECS	1	$0.00	$0.00		
	Business Additional Listing	27	$1.09	$29.16		
	DID 20 Number Block	25	$1.35	$33.75		
Internet						
	Web Basic - Declined	1	$0.00	$0.00		
	Online Faxing 300 - Declined	1	$0.00	$0.00		
Long Distance						
	T_5000 Package 100% Waived	1	$0.00	$0.00		
	T_5000 Out	1	$0.00		$0.00	
	Rates/Overage Intra					0.0566
	Rates/Overage Inter					0.0566
	Long Distance Included Minutes	5000	$0.00	$0.00		
	Conference Calling Free Minutes	100	$0.00	$0.00		
	Toll Free Service Fee N/C - Declined	1	$0.00	$0.00		
Misc. Fees						
	Adtran 612	1	$0.00		$0.00	
Data						
Install						
	Install Fee	1				
			Total	$400.51	$0.00	

Location: Johnson

Service	Product	Qty	Unit Price	MRC	NRC	Usage Rate
Local Service						

	Simplici-T 3.0 NI2 Option	1	$100.00	$100.00		
	Simplici-T 3.0 PRI Voice Only	1	$316.80	$316.80		
	T_ECS	1	$0.00	$0.00		
	Business Additional Listing	7	$1.44	$10.08		
	DID 20 Number Block	25	$1.86	$46.00		
Internet						
	Web Basic - Declined	1	$0.00	$0.00		
	Online Faxing 300 - Declined	1	$0.00	$0.00		
Long Distance						
	T_5000 Package 100% Waived	1	$0.00	$0.00		
	T_5000 Out	1	$0.00		$0.00	
	Rates/Overage Intra					0.0566
	Rates/Overage Inter					0.0566
	Long Distance Included Minutes	5000	$0.00	$0.00		
	Conference Calling Free Minutes	100	$0.00	$0.00		
	Toll Free Service Fee N/C - Declined	1	$0.00	$0.00		
Misc. Fees						
	Adtran 612	1	$0.00		$0.00	
Data						
Install						
	Install Fee	1				
			Total	$471.88	$0.00	

Location: Middlebrough

Service	Product	Qty	Unit Price	MRC	NRC	Usage Rate
Local Service						
	Simplici-T 3.0 NI2 Option	1	$100.00	$100.00		
	Simplici-T 3.0 PRI Voice Only	1	$277.20	$277.20		
	T_ECS	1	$0.00	$0.00		
	Business Additional Listing	5	$1.28	$6.30		
	DID 20 Number Block	5	$1.57	$7.87		
Internet						
	Web Basic - Declined	1	$0.00	$0.00		
	Online Faxing 300 - Declined	1	$0.00	$0.00		
Long Distance						
	T_5000 Package 100% Waived	1	$0.00	$0.00		
	T_5000 Out	1	$0.00		$0.00	
	Rates/Overage Intra					0.0566
	Rates/Overage Inter					0.0566
	Long Distance Included Minutes	5000	$0.00	$0.00		
	Conference Calling Free Minutes	100	$0.00	$0.00		
	Toll Free Service Fee N/C - Declined	1	$0.00	$0.00		
Misc. Fees						
	Adtran 612	1	$0.00		$0.00	
Data						
Install						
	Install Fee	1				
			Total	$391.38	$0.00	

Location: Center

Service	Product	Qty	Unit Price	MRC	NRC	Usage Rate
Local Service						
	Simplici-T 3.0 NI2 Option	1	$100.00	$100.00		
	Simplici-T 3.0 PRI Voice Only	1	$316.80	$316.80		
	T_ECS	1	$0.00	$0.00		
	Business Additional Listing	13	$1.44	$18.72		
	DID 20 Number Block	25	$1.80	$45.00		
Internet						
	Web Basic - Declined	1	$0.00	$0.00		
	Online Faxing 300 - Declined	1	$0.00	$0.00		
Long Distance						
	T_5000 Package 100% Waived	1	$0.00	$0.00		
	T 5000 Out	1	$0.00		$0.00	
	Rates/Overage Intra					0.0566
	Rates/Overage Inter					0.0566
	Long Distance Included Minutes	5000	$0.00	$0.00		
	Conference Calling Free Minutes	100	$0.00	$0.00		
	Toll Free Service Fee N/C - Declined	1	$0.00	$0.00		
Misc. Fees						
	Adtran 612	1	$0.00		$0.00	
Data						
Install						
	Install Fee	1				
			Total	$480.52	$0.00	

Totals:
Total MRC: $ 1,744.29
Total NRC: $ 0.00

Customer Proprietary Network Information. As Deltacom provides Service to you, Deltacom develops information about the quantity, technical configuration, type and destination of products and services you use, together with other information about you found on your bill ("Customer Proprietary Network Information" or "CPNI"). Your telephone number, name and address are not CPNI. Under federal law you have a right, and Deltacom has a duty, to protect the confidentiality of CPNI. In order to allow Deltacom to serve you in the most effective and efficient manner, you agree that Deltacom may use or share CPNI with Deltacom's affiliates for purposes of determining and offering other Deltacom products and services that may interest you. Your permission to use CPNI for this purpose is valid until revoked and shall survive the termination of your services. However, if at any time you wish to revoke your permission to allow Deltacom to use CPNI for this purpose, you may do so by calling 800-239-3000, option 2.

Denial of approval for Deltacom to use CPNI will not affect the provision of your Service.

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

Agreement for Service: You hereby agree to purchase the products and services ("Service") described in this Agreement from DeltaCom, Inc. ("Deltacom") for the Term shown above subject to the Standard AFS Terms and Conditions and any applicable tariffs, which arespecifically incorporated into this Agreement by this reference. The Standard AFS Terms and Conditions and many of the tariffs may be viewed at the following site:http://www.deltacom.com/terms_conditions.asp. If a tariff for your state is not posted, you may check with your State's public service commission or relevant authority. By your signature you agree to the terms and conditions stated above and acknowledge you are authorized to sign this Agreement and purchase the Service

This Agreement supersedes and replaces all previous agreements between the parties.

Authorized Signature		Print Name	
Title		Date	
Authorized Contact			
DeltaCOM Acceptance	Janice Wagner	Print Name	Janice Wagner
Title	CSR Manager	Date	12-20-10

*Pricing is valid 30 days from date on Proposal and does not include E911 Charges, Taxes or Surcharges

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ADDENDUM TO AGREEMENT FOR SERVICE

THIS ADDENDUM ("Addendum") to that certain Agreement For Service is entered into by and between Fayette County, Georgia, with offices at _____ ("Customer") and DeltaCom, Inc., an Alabama corporation, whose principal corporate address is 7037 Old Madison Pike, Huntsville, AL 35805 ("Deltacom"), hereinafter, collectively, the "Parties".

W I T N E S S E T H

WHEREAS, Deltacom and Customer have entered into that certain Agreement For Service on the date hereof for the provision of certain telecommunication services to Customer ("Agreement"); and

WHEREAS, the Parties to the Agreement desire to add certain terms and conditions to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, Deltacom and Customer agree as follows:

1. The following provisions, as applicable, are in addition to or amend and restate in their entirety the applicable provisions from the Standard AFS Terms and Conditions portion of the Agreement:

Our Best Guarantee. If Customer is not satisfied with any Service provided by Deltacom under the Agreement, Customer shall provide written notice specifying the performance deficiency in the Service and allow Deltacom twenty (20) business days from Deltacom's receipt of notice ("Notice Period") to bring the deficient performance to customarily acceptable industry performance standards ("Cure"), or if not capable of Cure within such notice period, make reasonable progress toward such Cure during the Notice Period. The written notice must reasonably detail the deficient performance, and must be submitted by mail, registered, or certified mail, return receipt requested to Customer Care Center, Attn: Disconnect Processing Team, P.O. Box 1301 Arab, AL 35016; or by email with confirmed receipt by Deltacom, to disconnect@deltacom.com; or by facsimile transmission, with confirmed receipt by Deltacom, to 1-800-488-1356. Should the parties agree in writing that Deltacom failed to Cure or make progress toward such Cure within the Notice Period, Deltacom will terminate the applicable Service upon request of Customer received by Deltacom at least thirty (30) days prior to the termination becoming effective and Customer shall be responsible for paying all accrued charges for any Service satisfactorily performed through the date of termination.

Discontinuance Charge. If Customer terminates the Agreement or any Service hereunder, for any reason except for lack of annual funding, breach by Deltacom, failure to perform by Deltacom, or upon any other provision herein allowing termination without a "Discontinuance Charge", (i) after execution by Customer but prior to commencement of Service Customer shall incur charges of $1500.00 per T1; and (ii) after commencement of Service but before the expiration date of the Initial Term or Renewal Term, as applicable, Customer shall be in breach of the Agreement and shall incur a "Discontinuance Charge" calculated as the sum of the following: (A) for long distance service, the Annual Usage Commitment (defined below) amount, if applicable, for the Initial Term or Renewal Term, as applicable; and (B) for all other Services (except for Simpli-Business and Simpli-Mobile Services for which the charge for early termination is provided in their Supplemental Terms and Conditions below), the product of (i) the monthly recurring charge for the terminated Services; multiplied by (ii) the number of months remaining in the Initial Term or Renewal Term, as applicable, following the termination date for such Services; multiplied by (iii) fifty percent (50%). In addition, the Discontinuance Charge shall apply if Customer moves to a location and does not transfer Deltacom's Services to such new location or relocates outside of Deltacom's service area. Because damages resulting from early termination would be difficult to determine, the parties agree that the Discontinuance Charge is a reasonable approximation of such damage and shall be considered a liquidated damage and not a penalty; provided that in the event that the foregoing is unenforceable, in whole or in part, for whatever reason, Deltacom will be entitled, in addition to any other remedy available at law or in equity, to recover the costs, both internal and external, it incurred to implement and discontinue the Services, including, without limitation, the following: (x) the costs incurred by Deltacom in installing and servicing Customer's account, including any waived installation charges; (y) the cost of any incentives (defined below); and (z) any miscellaneous charges incurred for dedicated access, including but not limited to engineering fees, expedite fees, carrier and local exchange service order fees, change order charges, miscellaneous configuration charges, etc. ("Dedicated Access Fees").

Deltacom Service Discontinuance. In the event that Deltacom ceases to do business or discontinues providing the Services, or terminates service to Customer prior to the end of the Initial Term, Deltacom shall pay a Discontinuance fee equal to the following: (a) the number of months remaining in the Initial Term, multiplied by (b) (i) the monthly recurring charge the Customer is required to pay a new service provider for similar or substantially similar services, minus (ii) the monthly recurring charge that would have been paid by Customer under this Agreement.

Use of Service. Customer may not resell any Service without Deltacom's written consent or use, or attempt to use, any Service for any fraudulent, unlawful, improper, harassing, excessive, harmful, or abusive purpose ("Improper Uses"), or so as to adversely or negatively impact Deltacom's customers, employees, business, ability to provide quality service, reputation, or network, or any other person.

Improper Uses may include, without limitation: (a) using an automatic dialer or program; (b) sending unsolicited messages or calls; (c) attempting to interfere with the access of any user, host, or network; (d) identity theft; (e) attempting to decipher, decompile, or reverse engineer any software; (f) posting or transmitting unlawful, infringing, or objectionable content as determined by us; (g) Caller ID spoofing; (h) probing, or attempting to tamper with or harm Deltacom's systems, network, or customers; or (i) reselling or attempting to resell any aspect of the Service, whether for profit or otherwise. Customer shall indemnify and hold Deltacom harmless for any costs incurred by Deltacom relating to such Improper Uses. If Deltacom suspects a violation of this provision, Deltacom may: (i) begin legal action; (ii) suspend or terminate Service immediately and without prior notice; (iii) suspend or terminate service provided to Customer under any other agreement with us; and (iv) cooperate with law enforcement in prosecuting offenders. Customer agrees to cooperate with Deltacom in investigating suspected violations.

Deltacom may terminate Customer's Service or change Customer's rate plan at any time, with notice, if Deltacom determines, in Deltacom's sole discretion, that Customer's use of the Service is excessive, unusually burdensome, or unprofitable to Deltacom. Deltacom reserves the right to block international calling and calls to 900, 976, 700 numbers and other "pay-as-you-call" services unless special arrangements have been made with Deltacom. Customer is liable for all unauthorized and/or fraudulent use of Service and Deltacom retains the right to analyze any and all information at its disposal, including credit surveys, call detail records and any other information to confirm unauthorized use. Customer shall pay for unauthorized or fraudulent use of service at Deltacom's highest usage charges applied to network usage and attempted network usage, whether or not a terminating connection was achieved, plus all costs incurred by Deltacom to detect, discover, observe, investigate, analyze, examine and locate the party responsible for unauthorized or fraudulent use.

Idle Service Charge (if applicable) Customer shall accept the Service no more than ten (10) business days after the underlying facility has been installed. If the Service is not accepted within this time frame, an idle service fee of $195 per T-1 may be assessed and applied to the Customer's account on a monthly basis until the Service is accepted. Acceptance is denoted by the completed installation of all Services ordered. Upon Service acceptance, the monthly idle service charge will cease.

Customer Premise Equipment (if applicable) In the event Deltacom furnishes customer premise equipment of any sort ("CPE") to Customer for use in connection with the Services, Customer shall, unless waived as an incentive, pay the aggregate rental charge for each item of CPE for the full Term of the Agreement. Should Customer return any item of CPE ordered by Customer and that has been used or taken out of its box, Customer will pay Deltacom a Restocking charge. Customer shall provide all consumables (e.g., paper, toner, ink) used by any CPE. Deltacom, through its employees or other repair personnel, will provide maintenance as required to keep CPE in good operating condition as a result of Customer's normal use. Any manufacturer's warranties or maintenance contracts will be for the benefit of Deltacom. Deltacom reserves the right to substitute another type of CPE of similar functionality at its discretion. Any substituted CPE or repair and replacement parts may be new or like new. Customer shall provide Deltacom or other repair personnel reasonable access to the CPE. Customer agrees to assume and bear the entire risk of any partial or complete loss with respect to the CPE from any and every cause whatsoever including theft, loss, damage, (including damage caused by Acts of God, or Force Majeure), destruction or governmental taking, whether or not such loss is covered by insurance or caused by any fault or neglect of Customer. If Customer's CPE is so equipped, wireless service within Customer's premise, is available to Customer's device only when it is within the operating range of the CPE. Connection speed is an estimate and is no indication of the speed at which Customer's device or the Service sends or receives data. Actual connection speed will vary based on device configuration, compression, distance, network congestion, interference and other factors. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur. Deltacom may, but does not have to, change or improve the CPE by, among other things, changing or upgrading the 802.11b/g standard. If Customer is receiving CPE at no rental cost to Customer, then Customer shall be billed a Monthly Equipment

Maintenance Coverage charge and payment of such charge shall relieve Customer of liability for Acts of God, including lightning, power surge, fire, wind, flood and earthquake. Damage caused by power surge, fire, and flood, which is not the result of an Act of God, is specifically excluded from coverage. Customer agrees to give Deltacom prompt notice of any damage to or loss of any CPE, or any abandonment or relocation from Customer's premise. CPE furnished by Deltacom, including all Simpli-Business products, remain the property of Deltacom. For Deltacom-furnished CPE that cannot be recovered from Customer's site, Customer will pay Deltacom the listed purchase price for such CPE. Customer shall pay any charges at Deltacom's normal time and materials rates for installation of or work on any inside wiring by Deltacom in Customer's premises. TO THE EXTENT ALLOWED BY LAW, CUSTOMER SHALL DEFEND AND INDEMNIFY DELTACOM FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, (INCLUDING REASONABLE ATTORNEYS FEES) ARISING OUT OF THE PURCHASE, POSSESSION, OPERATION, CONDITION, RETURN, USE OR MISUSE OF THE CPE, THE SOFTWARE OR BY OPERATION OF LAW, EXCLUDING, HOWEVER, ANY OF THE FOREGOING RESULTING FROM THE ACTS OF DELTACOM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON CUSTOMER UNDER UNIFORM COMMERCIAL CODE SECTIONS 2A-303, 2A-401, 2A-402 AND 2A-506 THROUGH 2A-522; PROVIDED HOWEVER THAT THE FOREGOING WAIVER WILL IN NO EVENT IMPAIR OR DIMINISH ANY RIGHT OR REMEDY OTHERWISE CONFERRED UPON CUSTOMER UNDER THE AGREEMENT.

Software (If applicable). Customer may be required to use special software to use some of the Services and software may be embedded in some of the CPE used by Customer. Customer is granted a limited, non-exclusive, non-transferable license under the software manufacturer's copyrights to use the software (in executable code form) as specifically configured by the software manufacturer solely in connection with Deltacom's Services. All licensing rights not specifically granted to Customer herein are expressly reserved by Deltacom and/or the software manufacturer. The installation, operation, maintenance, repair or removal of any software, program, or other hardware ("Service Related Products") related to the Services on Customer's computer(s), network(s) or other hardware may result in service outage, loss or damage to that equipment or any data, information or files on Customer's equipment. Customer agrees to be solely responsible for all data and software back up and to otherwise protect Customer's computer and network data, information and files. Customer assumes all responsibility for impacts, loss or damage to Customer's computer or network hardware, data, information, files, peripherals, mobile devices, or Service Related Products associated with installing, operating or removing any Service Related Products. Any warranty covering Customer's computer, network or other equipment may become void when Customer opens that computer or equipment to install any Service Related Products, whether or not Customer elects to install and run any of those Service Related Products. Deltacom does not commit or warrant that Customer's installation or use of any Service Related Products will permit Customer to access, operate, or use any Service. Customer will perform regular backups using the Software and will report any errors in executing such backups promptly by fax or e-mail to software manufacturer. Customer will arrange for and maintain communication services used to connect to software manufacturer's site. The security mechanisms implemented by the software manufacturer may have inherent limitations and Customer is solely responsible for determining that this mechanism sufficiently meets Customer's security and operational needs. The Customer is responsible for any communication costs associated with the connection between the Customer site and software manufacturer's site. Customer further agrees that it shall not place any data or program on the Server or CPE that: (a) infringes on the intellectual property rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, child pornographic or indecent; or (e) contains any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Customer shall defend, indemnify and hold Deltacom and the software manufacturer harmless against any third party claim, action, suit or proceeding alleging any breach of the covenants contained herein.

Shared Tenant Service Provider Agreement. If Customer intends to resell or rebill Deltacom Services, Customer hereby certifies that it has all necessary state, federal, legal and regulatory authority to resell or rebill any telecommunication services to its tenants or customers. In no event will Deltacom directly bill any tenant or other customer of Customer. If Customer is found to be in violation of any federal, state or local law or regulation for reselling or rebilling telecommunications services, to the extent allowed by law, Customer shall indemnify Deltacom for any related claims by any third party against Deltacom, including attorneys' fees and costs. All such indemnity obligations of Customer shall survive termination or expiration of the Agreement.

Default. Should Customer fail to pay any invoiced item within thirty (30) days of the date of invoice, Deltacom reserves the right to cease providing the Service invoiced until such time as the invoice is paid. Such

interruption of Service shall not be a breach of the Agreement, and shall not afford Customer any relief outlined in the Agreement or any other document. If, after ten (10) days written notice to Customer, the invoice shall remain unpaid, Deltacom, at its election, may declare Customer in default. If Customer defaults, Deltacom may terminate this agreement and collect the Discontinuance Charge. The remedies contained in this paragraph are cumulative and in addition to all other rights and remedies available to Deltacom under the Agreement, by operation of law or otherwise. In addition, in the event of default, Customer shall pay Deltacom for installation and removal of any CPE in the amount of Five Hundred and 00/100 Dollars ($500.00) per unit (i.e., per CPE router); such amount shall be immediately due and payable. Further, Deltacom, at its option, may, upon written notice thereof, take immediate possession of any and all of the items of CPE owned by Deltacom, wherever situated, and for such purpose enter upon any premises without liability for so doing and sell, dispose of, hold, use or lease any items of CPE which have not been fully paid for as Deltacom in its sole discretion may decide. If Deltacom is unable to retrieve any items of CPE, Customer shall be invoiced for the full, then current, sales price of such CPE.

Incorrect Charges. If Customer or Deltacom believes an invoice contains an incorrect charge, Customer or Deltacom has sixty (60) days from the date of the invoice that contains the charge to notify Deltacom or Customer waives any right to dispute the charge. To notify Deltacom, please contact the Customer Care Center at 1-800-239-3000, or in writing to Customer Care Center, Attn: Customer Escalation Group, P.O. Box 1301 Arab, AL 35016; or by email with confirmed receipt by Deltacom, to customerrequests@deltacom.com; or by facsimile transmission, with confirmed receipt by Deltacom, to 1- 877 264 2877. Deltacom may require Customer to describe the dispute in writing. If Customer accepts a credit to resolve an issue, Customer agrees the issue is fully resolved. If Customer Care does not resolve Customer's dispute and Customer still wishes to pursue the matter, Customer may continue the dispute as provided herein.

Dispute Resolution. Other than for deficient performance where all of the requirements of the Our Best Guarantee provision above have been followed, as a condition precedent to any claim or defense regarding deficient performance, nonpayment, incorrect billing, or any controversy or claim arising out of, connected with or relating to the Agreement, Customer and Deltacom must exhaust all administrative remedies available to them in addition to providing at least sixty (60) days notice to the other party in writing by registered or certified mail to: Deltacom Customer Care Center, Attn: Customer Care, P.O. Box 1301 Arab, AL 35016; or by email with confirmed receipt by Deltacom, to CustomerResolution@deltacom.com; or by facsimile transmission, with confirmed receipt by Deltacom, to 256-284-9906 to allow Deltacom to cure any alleged breach to Fayette County, Georgia, Attn: County Administrator, 140 Stonewall Ave., W., Fayetteville, GA 30214; or by email with confirmed receipt by Fayette county, to administration@fayettecountyga.gov; or by facsimile transmission, with confirmed receipt by Fayette County, to 770-305-5210 to allow Fayette County to cure any alleged breach. If the parties are unable to resolve any dispute and Customer still wishes to pursue the matter, Customer must follow the dispute resolution process described herein.

Dispute Resolution (if Arbitration is selected). Any dispute, controversy or claim arising out of, connected with or relating to the Agreement, its performance or the breach thereof which cannot be settled by mutual agreement of the Parties shall be resolved by binding arbitration if agreed to by both parties by a panel of one (1) arbitrator in accordance with and subject to R-11 (Appointment from National Roster) or, if proceeding under the Expedited Procedures, E-4 (Appointment and Qualifications of Arbitrator) of the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect with such arbitration to be conducted in Fayetteville, Georgia. The Parties may, only by mutual written agreement, use an arbitrator not presented on the roster submitted by the AAA. Discovery as permitted by the Federal Rules of Civil Procedure then in effect will be allowed to the extent consistent with the purpose of the arbitration and as allowed by the arbitrators. The Federal Rules of Evidence will apply to any arbitration hearing. Judgment upon the award rendered in any arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an enforcement, as the law of the state having jurisdiction may require or allow. The fact that arbitration is or may be allowed will not impair the exercise of any termination rights under the Agreement. The Parties agree that this arbitration provision has been included to rapidly and inexpensively resolve any disputes between them with respect to the Agreement, and that this provision shall be grounds for dismissal of any court action commenced by either Party with respect to the Agreement, other than (i) actions to compel a Party to comply with these dispute resolution procedures; (ii) actions specified in this provision; (iii) post-arbitration actions seeking to enforce an arbitration award; (iv) a dispute, controversy or claim relating to a breach or alleged breach on the part of either Party regarding confidential information; (v) a suit, action or proceeding to compel a Party to comply with its obligations to indemnify the other party pursuant to the Agreement; or (vi) a suit, action or proceeding arising out of or related to any Party's intellectual property rights. The Parties shall keep confidential, and shall not disclose to any person, except as may be required by law, the existence of any controversy hereunder, the referral of any such controversy to arbitration or the status or resolution thereof. The procedures specified in this provision shall be the sole and exclusive procedures for

the resolution of an arbitrable dispute; provided, however, that a Party, without prejudice to those procedures, may file a complaint or seek a temporary restraining order, preliminary injunction, or other provisional judicial relief, if in its sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Customer indemnifies Deltacom for any costs associated with Customer's violation of this Arbitration provision. If the parties do not agree to binding arbitration, either party may seek all legal remedies available to such party in any court of competent jurisdiction.

General. Customer and Deltacom acknowledge that they have not been induced to enter into the Agreement by any representation or warranty not set forth in the Agreement. • The Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. • This Agreement shall not be modified in any way except by a writing subscribed to by both parties. • The Agreement is not assignable except with the other party's express written consent, without which, any such assignment or attempted assignment shall be void. • If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. • The headings in the Agreement are intended for convenience of reference and shall not affect its interpretation. • The waiver or failure of either party to exercise in any respect any right provided for in the Agreement shall not be deemed a waiver of that right or any other right under the Agreement. • The individual executing the Agreement on behalf of each party hereby represents and warrants that he or she is duly authorized by all necessary action to execute the Agreement on behalf of Customer. • All notices to Deltacom shall be in writing and shall be delivered or sent by registered mail, return receipt requested, to Customer Care Center, P.O. Box 1301 Arab, AL 35016 or to such other address as Deltacom shall specify by notice given pursuant hereto; All notices to Fayette County shall be in writing and shall be delivered or sent by registered mail, return receipt requested, to Fayette County, Georgia, Attn: County Administrator, 140 Stonewall Ave., W., Fayetteville, GA 30214 or to such other address as Fayette County shall specify by notice given pursuant hereto. PROVIDED THAT ALL COMMUNICATIONS CONCERNING DISPUTED DEBTS, INCLUDING INSTRUMENTS TENDERED AS FULL SATISFACTION OF SUCH DEBTS, MUST BE DELIVERED OR SENT BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, TO 7037 Old Madison Pike, Huntsville, AL 35806, ATTN: Assistant General Counsel, TO 140 Stonewall Ave, W., Fayetteville, GA 30214, ATTN: County Attorney. • Customer may be charged additional fees for payments made by means other than by check. • Neither party shall be liable or deemed to be in default for any delay or failure to perform under the Agreement or for interruption of service resulting directly or indirectly, from Acts of God or any other cause beyond the party's reasonable control ("Force Majeure"). • EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. • NEITHER DELTACOM NOR ANY CPE, SERVICE, OR SOFTWARE PROVIDER TO DELTACOM WILL BE LIABLE FOR ANY LOST OR ANTICIPATORY PROFITS OR REVENUES, OR SPECIAL OR PUNITIVE DAMAGES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY, EVEN IF DELTACOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. • IN NO EVENT SHALL DELTACOM BE LIABLE FOR DAMAGES GREATER THAN THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO DELTACOM DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT. • In any action for injunctive relief or to collect any debt, each party consents to the exclusive jurisdiction of the state and federal courts having jurisdiction in the county of Customer's Service Address. This Agreement will be governed by and interpreted in accordance with the laws of the State of Georgia, without regard to conflict of laws principles, and is subject to any federal, state or local tariffs that may apply. • In any action related to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses. • Deltacom agrees to pay all costs, including a reasonable attorney's fee, incurred by Fayette County in enforcing its rights under the Agreement whether incurred by suit or otherwise.• Only an authorized officer of either party may agree to modifications to the terms and conditions of the Agreement and any modifications must be set forth in an addendum prepared and approved by both parties' legal department. • The Agreement may only be executed by a Deltacom Branch Manager or other authorized Deltacom management person, and is subject to final credit approval; provided however that Deltacom's provision of the Services will be deemed an acceptance of this Agreement in the absence of a Deltacom signature.

Rate Increase. It is the intention of the parties that Customer's rates for the Services will not increase during the Initial Term of this Agreement. In the event that a change in governing tariff provides for an increase in rates Deltacom charges for the Services, Customer may contact Deltacom within ninety (90) days of receiving notice and Deltacom will provide credits and/or discounts to the Customer so that the effective rate paid for Services is

equivalent to the rate prior to such increase. The forgoing right shall not apply to changes to, additions of and/or increases in applicable fees, taxes and other government-mandated charges.

2. The following provisions of the Standard AFS Terms and Conditions are not applicable to the initial Services purchased by Customer pursuant to this Agreement: Simpli-BusinessSM Supplemental Terms and Conditions; and Simpli-MobileSM Supplemental Terms and Conditions.

3. 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.

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

Fayette County, Georgia

Janice Wagner — Janice Wagner, CSR Mgr — 12-20-10

Deltacom Acceptance — Print Name, Title — Date

(must be signed by Branch Manager or Officer of Deltacom)

This Service Schedule is subject to that Agreement for Service ("AFS") by and between DeltaCom, Inc. ("Deltacom") and Customer. Defined terms used and not otherwise defined herein are used as defined in the AFS.

1.1 Service Description.

This AFS includes all current Local service offerings as defined in the Deltacom tariffs. Many of the tariffs may be viewed at the following site:http://www.deltacom.com/terms_conditions.asp. If a tariff for your state is not posted, you may check with your State's public service commission or relevant authority and may be amended from time to time. Section 1 of these tariffs defines all terms used with local service offerings. Section 2 of these tariffs govern all of the standard terms and conditions for local service offerings and Section 3 and 4 the features and pricing of all current local service product. In particular, Sections 3.33 and 4.1.18 detail the features and pricing for local PRI services.

2.1 Service Level Agreement ("SLA"). Deltacom's Local Service shall perform in accordance with the SLAs set forth below. Except as set forth in Section 2.2a below, the SLAs for Local Service are measured from Customer Site to Deltacom local switch.

a. Port Availability. Deltacom's Local Service access T-1 shall be available to pass traffic for at least 99.7% of any given calendar month.

2.2 Service Level Objectives ("SLO"). Although Outage Credits are provided below, Deltacom's objective is to provide Local Service that meets the following SLOs with respect to these technical specifications. Deltacom has no liability for its failure to achieve these objectives.

a. Mean Time to Restore ("MTTR"): MTTR objective shall be the average time required to restore service and restore availability in a one-month period and is stated in terms of equipment and cable outages. The time is measured from the moment the Outage is reported until the service is available. Deltacom has an objective of repairing network equipment within an average of four (4) hours. Deltacom's objective is to undertake repair efforts on equipment when Deltacom first becomes aware of the problem, or when notified by Customer and Customer has released all or part of the Local Service for testing. The maintenance standards in this Section 2.3 only apply for equipment on Deltacom's owned and operated network and from Customer's site to Deltacom's switch.

b. On-Net Call Blocking: Call Blocking for any Call Blocking Event confirmed as such by Deltacom, and the cause of the Call Blocking Event is under the control of Deltacom, Deltacom shall remedy the circumstances causing such Call Blocking Event with in twenty-four (24) hours after Customer's notification of the Call Blocking Event. For any Call Blocking event confirmed as such by Deltacom, and the cause of the Call Blocking Event is not under the control of Deltacom, Deltacom shall exercise commercially reasonable efforts to remedy the circumstances causing such Call Blocking Event.

c. Customer Call Blocking: For any Call Blocking Event confirmed as such by Deltacom, and the cause of the Call Blocking Event is under the control of the Customer, the Customer shall remedy the circumstances causing such Call Blocking Event with in twenty-four (24) hours after Deltacom's notification of the Call Blocking Event. For any Call Blocking Event confirmed as such by Deltacom, and the cause of the Call Blocking Event is not under the control of the Customer, the Customer shall exercise commercially reasonable efforts to remedy the circumstances causing such Call Blocking Event.

2.3 Definitions:

a. Call Blocking Event: "Call Blocking Event" means the occurrence of a Blocked Call during the time when any dedicated telephone number is not being utilized. Deltacom may provide a report to Customer showing for each calendar day of each calendar month the usage of all PRI corresponding to each trunk group in one hour increments. Using such reporting and other information, Customer will identify and report suspected Call Block Events.

b. Blocked Call: "Blocked Calls" means an attempted call to a telephone number used to provide local services, to a dedicated PRI that results in the return of a fast busy signal or other failure to connect due to insufficient local access.

3.1 Pricing and Charges.

Charges for Local Service include monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") as set forth in applicable Service Order and/or quote ("Quote") referenced in such Service Order. MRCs and NRCs contained in

Quotes but not yet included in a Service Order are valid only for thirty (30) calendar days unless Customer places a Service Order incorporating such Quote within such thirty (30) calendar day period. In the event Customer places a Service Order, the MRCs and NRCs for any Local Service are firm for the Service Term reflected on the related Service Order.

4. **Implementation Intervals.** Deltacom's implementation intervals for Local Service are established on an individual case basis (ICB) in order to satisfy the varied needs by location of the customer.

5.1 **Outage Credits.** The Outage Credits provided below are Customer's sole and exclusive remedy for Deltacom's to meet associated SLA(s) and under no circumstances shall an Outage be deemed a default under the agreement with Customer. In no event shall Deltacom's liability for Outages exceed a total of one (1) month's MRC for the affected port during any calendar month. Deltacom will credit Customer's account if Deltacom fails to meet the SLA metrics during any given calendar month for customers with applicable service contract durations of 12 or more months. The amount of any applicable Outage Credit for Local Service shall be calculated based on each SLAs set forth in Section 2.2 above and shall be as follows:

a. In the event that any particular local access T-1 is not available 99.7% in any given calendar month, the charges for that local access T-1 will be credited. An outage that qualifies for a credit ("Qualifying Outage") shall be defined as a given period of time during which the circuit is unable to pass traffic from ingress to egress. The amount of the Outage Credit for local service shall be based on the following table:

SERVICE INTERRUPTION LENGTH	CREDIT
Less than 2 hours	½ day
2 hours – 5 hours, 59 minutes	1 day
6 hours – 11 hours, 59 minutes	1 ½ days
12 hours – 15 hours, 59 minutes	2 days
16 hours – 24 hours	3 days.

b. **Calculation of Performance Levels.** Calculation of applicable credit will be provided based upon Deltacom's records. If it is found that the contracted services did not meet the guaranteed performance levels stated herein, credits will be issued according to the details laid out for the specific violation. Violation of multiple performance guarantees will result in credits not to exceed the "NMR" – Net Monthly Recurring base charge during a billing month. Customers remain responsible for the full amount of their invoices for contracted services; credits will be issued on the next full billing cycle's invoice after the verification of violation and credit calculations are complete. In order to be eligible for credits customer must initiate a trouble ticket with Deltacom. Credits must be requested by the Customer within 24 hours of the trouble ticket being closed by Deltacom. Calculations for credit will include integrated local and data services provided by Deltacom.

5.2 **Exclusions.** Credits for Service Outages shall not be available for Outages resulting from (i) the negligence or acts of Customer or its agents or invitees, (ii) any Customer-ordered telephone company circuits, (iii) Customer's applications, equipment, or facilities, (iv) the failure or malfunction of power, facilities, equipment, systems or connections not provided by Deltacom; (v) Force Majeure events; (vi) during any period in which Deltacom is not given access to the Service Premises; or (vii) a planned service outage, unscheduled emergency maintenance, scheduled maintenance, alteration or implementation as described herein. "Force Majeure" is defined to be any event beyond the reasonable control of Deltacom including, but not limited to, acts of God, government regulation, or national emergency or as otherwise defined in the AFS.

IN WITNESS WHEREOF, the parties hereto have executed this Service Schedule effective as of the date signed by Deltacom.

CUSTOMER: Fayette County, Georgia

Jack R. Smith, Chairman
Fayette County Board of Commissioners

Date of Signature

DELTACOM, INC.:

Signature of Authorized Representative

Janice Wagner
Printed Name

CSR Manager
Title:

12-20-10
Date of Signature