



INTERNET ACCESS AGREEMENT AND SERVICE ORDER

This *Internet Access Agreement and Service Order* is made this 15th day of December 2020 (the "Effective Date"), by and between Livingston Communications ("LivCom"), and Polk County Internet "Customer".

The Term of this contract shall be for 3 years. This contract shall automatically renew for successive terms of one year with existing rates unless the party terminating this contract gives at least 30 days' prior written notice. As part of this agreement the customer acknowledges that LivCom has certain limitations of liability and customer agrees to the terms and conditions specified on www.livcom.us website. If Customer terminates the Agreement before the end of the Initial Term, Provider will charge Customer, and Customer will pay, an early termination charge equal to 100% of the monthly recurring Fee, multiplied by the number of months remaining in the Term.

Communications Services	Per Month (per unit)	Quantity	Per Month (Total)
Courthouse - 200mg/200mg Fiber & VLAN Circuit	464.00	1	464.00
Judicial Center - 200mg/200mg Fiber & VLAN Circuit	464.00	1	464.00
Sheriff's office - 200mg/200mg Fiber & VLAN Circuit	464.00	1	464.00
Polk County Annex - 200mg/200mg Fiber & VLAN Circuit	464.00	1	464.00
Polk County Tax office - 200mg/200mg Fiber & VLAN Circuit	464.00	1	464.00
Polk County Delinquent Tax office - 25mg/3mg	130.00	1	130.00
Polk County Memorial Museum - 10mg/3mg	120.00	1	120.00
Polk County Road & Bridge (Precinct 4) - 25mg/3mg	130.00	1	130.00
Adult Probation 200mg/200mg Fiber	150.00	1	150.00
Juvenile Probation 200mg/200mg Fiber	150.00	1	150.00
Maintenance Dept 100mg/100mg & VLAN Circuit	199.90	1	199.90
Total Monthly (excluding taxes and surcharges):			\$ 3,199.90

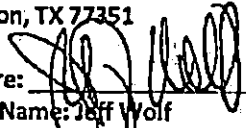
Please check one of the boxes below:

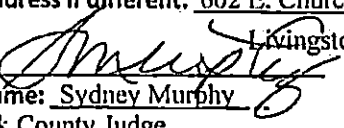
- This Internet is used for the proprietor sole use and Wi-Fi is not broadcasted for customer use.
- This internet is accessible by customers. If checked, please initial that Acceptable Use Policies will be acknowledged by all users.

I, the undersigned Customer, accept and agree to the items and terms in this Internet Access Agreement and Service Order. The contract term and monthly recurring charges begin on the date of Customer's acceptance of this service (Service Activation Date).



LivCom
 LIVINGSTON COMMUNICATIONS
 Livingston Communications
 701 W Church St
 Livingston, TX 77351

Signature: 
 Printed Name: Jeff Wolf
 Title: General Manager
 Date: 12-15-20

Name of Business: Polk County Internet
 Service Address: Multiple
 Mailing Address if different: 602 E. Church St, Ste. 108
 Livingston, TX 77351
 Signature: 
 Printed Name: Sydney Murphy
 Title: Polk County Judge
 Date: 01/12/2021

DISCLAIMER AND LIMITATION OF LIABILITY. PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR CUSTOM, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND ANY OTHER PROVIDER PRODUCTS. SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE IN A WORKMAN-LIKE MANNER, COMPLIANCE WITH LAWS, QUALITY, ACCURACY, COMPLETENESS OR CURRENCY OF INFORMATION, SYSTEM INTEGRABILITY, TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT. PROVIDER DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE PRODUCTS, SERVICES OR EQUIPMENT PROVIDED WILL OPERATE UNINTERRUPTED, ERROR FREE OR WITHOUT DEGRADATION OR LOSS OF DATA, OR BE SECURE. NEITHER PROVIDER NOR ITS SERVICE PROVIDERS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR A USER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY SUCH DATA IN PROVIDER'S POSSESSION, CUSTODY OR CONTROL, THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF PROVIDER'S OR ITS SERVICE PROVIDER'S NEGLIGENCE. IN NO EVENT WILL PROVIDER OR ITS AFFILIATE, SERVICE PROVIDER, FACILITY OPERATOR OR CARRIER, OR THEIR RESPECTIVE OWNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, "PROVIDER PARTIES") BE LIABLE FOR ANY DIRECT, ACTUAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, OR FOR ANY COST OF COVER OR LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, ARISING FROM OR RELATED TO THIS AGREEMENT OR A PROVIDER PARTY'S PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER. A FAILURE OF OR A DEFECT IN THE SERVICES, EQUIPMENT OR ANY PRODUCT, A PROVIDER PARTY'S VIOLATION OF A THIRD PARTY'S RIGHT, OR A PROVIDER PARTY'S ACTS OR OMISSIONS. PROVIDER WILL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF, A FAILURE OF OR A DEFECT IN ANY PRODUCT OR SERVICE PROVIDED BY, OR VIOLATION OF ANY THIRD PARTY'S RIGHTS BY ANY THIRD-PARTY SERVICE PROVIDER, FACILITY OPERATOR OR CARRIER. THE PROVIDER PARTIES' MAXIMUM TOTAL LIABILITY TO CUSTOMER WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO PROVIDER IN THE THREE (3) MONTHS PRECEDING THE DATE THE CLAIM ACCRUED. THE PROVIDER PARTIES WILL NOT BE LIABLE IN ANY WAY TO ANY USER.

BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICE AND/OR EQUIPMENT, FAILING TO RETURN THE EQUIPMENT AND CANCEL SERVICE WITHIN 30 DAYS AFTER ORDERING SERVICE OR EQUIPMENT, OR INSTALLING THE EQUIPMENT YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, EVEN IF YOU CHOOSE NOT TO READ IT. FURTHER, YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE PRICES AND CHARGES QUOTED TO YOU DURING THE ORDERING PROCESS AND OTHER TERMS AND CONDITIONS PROVIDED TO YOU DURING THE ORDERING PROCESS. ALL OF WHICH ARE INCORPORATED BY REFERENCE, AND YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND ARE BOUND BY IT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT (INCLUDING FUTURE REVISIONS), DO NOT USE THE SERVICE OR EQUIPMENT, CALL LIVCOM AT 936-327-4309 TO CANCEL THE SERVICE IMMEDIATELY, AND RETURN THE EQUIPMENT TO LIVCOM.

1. Definitions.

"AUP" means the LivCom Acceptable Use Policy posted at <http://livcom.us/legal/>, including all future revisions.

"Equipment" means LivCom-provided modem(s) and equipment to enable networking which may include without limitation USB adaptors and/or wireless cards.

"Service" means all of the services you receive from LivCom from the following list: LivCom High-Speed Internet; LivCom Service, or other LivCom-provided Internet access service; additional services described in the Service Description Section below, and related LivCom installation, repair, support and provisioning. "Service" when used in the Service Description Section below refers to the specific service being described.

"Taxes" means foreign, federal, state and local taxes, surcharges, other similar charges, and any other imposition that may be passed on by LivCom to Customer.

2. Service Description. LivCom will provide, and you will purchase the Service.

(a) LivCom High-Speed Internet.

- (i) LivCom will provide LivCom High-Speed Internet service that runs over the same line as your LivCom wireline telephone line Service that runs over a physical connection to your location. You must specify a LivCom telephone number to use with the Service.
- (ii) *Availability.* LivCom High-Speed Internet service may not be available in all areas at the speeds generally marketed. The speed(s) available at your location are identified during the ordering process. Service speeds are "up to" and LivCom will provision your line at the maximum speed it qualifies for within the speed range of the Service you selected. Your location may subsequently be eligible for additional speed options; provided that you will be charged a speed change charge for any speed change. Service is offered only to



location(s) qualified by LivCom line qualification procedures. Some lines may not qualify for the Service even if initial tests qualified such lines. Speed and availability of Service are not guaranteed and may be limited by a variety of factors including but not limited to the physical condition of your line and wiring at your location, your service location, phone line qualifications, computer performance/configuration, and network/Internet congestion. Service is provided on a per-line basis, and the actual throughput and connection speed of your Service depends on a number of factors such as Internet traffic and congestion or bandwidth, distance of your home from the LivCom central office, viruses or spyware, server speed of the Web sites you connect to, traffic and congestion on your home network or corporate LAN, and Windows PC settings, in addition to the factors listed above. Uninterrupted or error-free Service is not guaranteed. (iii) *Moves*. If you move to another location (including a move within the same building) you are not guaranteed to have Service at the new location. Your line must be re-qualified for Service at any new location and MRCs and NRCs applicable to new Service may apply. (iv) *LivCom Facilities and Equipment to Provide Service; Licenses*. Certain LivCom facilities and equipment used to provide you high-speed Internet service may be located on your premises. These facilities and equipment are the property of LivCom and must be installed, relocated, rearranged, tested, inspected, and maintained only by LivCom. You are responsible for damage to such facilities and equipment resulting from your negligence (including failure to reasonably prevent damage by others) or willful conduct. You may not attach or connect anything to the LivCom facilities or equipment unless authorized by LivCom. Any unauthorized attachments or connections may be removed or disconnected by LivCom and your Service may be suspended or terminated as a result. You agree to provide LivCom access to your premises at reasonable hours if necessary to terminate or cancel Service or to maintain or remove the facilities and/or equipment. LivCom is not liable for defacement or damage to your premises resulting from the existence of LivCom facilities or equipment and associated wiring, or from the installation or removal thereof, when such defacement or damage is not the result of LivCom negligence. You may be required to provide, install, and maintain, at your expense, certain items such as appropriate space and power, and rights or licenses, to receive high-speed Internet service, if such items are not already in place. These items may include without limitation suitable commercial power, power wiring and outlets, housing, heat, light, and ventilation for the operation of telephone facilities, rights to use or install pathways, shafts, risers, conduit, telephone closets, interior wiring, service areas, racks, cages, utility connections, entries and/or trench (for purpose of providing entrance facilities into multi-unit housing complexes, commercial properties or business developments to reach points of termination).

(b) Internet Access.

(i) *Change of Service*. A change of Service could lead to the loss of stored e-mail on an LivCom email account. Such loss may ordinarily be prevented by saving such e-mail on your personal computer prior to the change of Service. Customer will not hold LivCom liable for the loss of e-mail during the change of Service process, whether caused by Customer or LivCom.

3. Equipment. Separately purchased or leased equipment is required to use the Service. Certain Equipment is available from LivCom and other equipment must be provided by Customer.

(a) LivCom-Provided Equipment.

(i) *Leased Equipment*. Leased Equipment from LivCom: (i) the Equipment is LivCom's property and you may not assign, rent, or transfer the Equipment or your rights or duties under this Agreement to another without LivCom's prior written consent; (ii) you agree not to mishandle, abuse, misuse, or improperly store or operate the Equipment, including using the Equipment with equipment electrically or mechanically incompatible with, or of inferior quality to, it, and (iii) you agree if the Equipment is damaged by you and/or non-operational or malfunctioning for reasons other than a manufacturing defect at anytime during the term of this Agreement or upon termination of this Agreement, LivCom may charge you for its full retail cost (the "Equipment Charge"). LivCom does not refund or credit leases, so please call LivCom immediately if your leased Equipment is not working properly for replacement Equipment. If you are leasing Equipment and wish to instead purchase Equipment from LivCom, the terms and conditions specific to purchased equipment will apply. If you purchase Equipment from LivCom other than Equipment you are renting from LivCom you are required to return your leased Equipment. Lease payments are due for every month you lease the Equipment and lease payments do not count towards a purchase of the Equipment. (ii) *Damaged/Defective Equipment*. If the Equipment is inoperable, technical support is available at 936-327-4309. If LivCom deems the Equipment has a manufacturing defect, the Limited Warranty (set forth in the "Warranty" section below) will apply if it has not expired. If the Equipment fails as a result of a manufacturing defect after the Limited Warranty has expired or fails for any other reason you may request that LivCom deliver replacement Equipment. Any such replacement Equipment will be charged to you at LivCom's then-current rates, plus shipping and handling and any applicable Taxes. If LivCom provides you replacement leased Equipment outside the Limited Warranty, you will be charged the full retail cost of your nonoperational or malfunctioning Equipment plus a monthly lease charge for the replacement Equipment. Replacement Equipment may or may not be the same model.

(b) Customer-Provided Equipment. If you do not purchase or lease a modem from LivCom you understand and acknowledge that LIVCOM WILL NOT BE RESPONSIBLE/LIABLE IF YOU CANNOT ACCESS YOUR SERVICE, IF SERVICE DOES NOT FUNCTION CORRECTLY OR AT ALL, OR IF CUSTOMER EQUIPMENT, SOFTWARE, PERIPHERALS, DATA, OR EQUIPMENT IS DAMAGED. YOU WILL BE LIABLE TO LIVCOM FOR DAMAGE TO ANY EQUIPMENT LEASED FROM LIVCOM. The foregoing limitation of liability is in addition to and will not limit any other limitation of liability set forth in this Agreement.



4. Service Conditions. The following conditions apply to the Service. LivCom may suspend, terminate, or limit use of your Service if you violate any of these conditions.

(a) Limits on Use. You agree not to use the Service for high volume or excessive use, in a business or for any commercial purpose if your Service is a residential service, or in a way that impacts LivCom network resources or LivCom's ability to provide services. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. Malicious purposes include without limitation spam, viruses, worms, Trojans, etc. LivCom may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or modifications; and (iii) to ensure the provision of acceptable service levels to all LivCom customers. LivCom is not responsible or liable for any Service deficiencies or interruptions caused by such events.

(b) No Resale, Distribution, Transfer, or Assignment. You agree not to resell or distribute, transfer or assign this Agreement and/or the Service via any means including but not limited to wireless technology, except with LivCom's prior consent and according to LivCom's policies and procedures; This Agreement is intended solely for you and it will not benefit or be enforceable by any other person or entity. LivCom may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.

(c) Authorized Use. You (i) are responsible for maintaining the confidentiality of passwords used with the Service, (ii) are responsible for all use of the Service, including your primary account and any secondary accounts or sub-accounts registered to that account, and will not permit any unauthorized use of the Service, and (iii) will ensure that all use of the Service complies with this Agreement. You are responsible for unauthorized and non-compliant use of the Service.

(d) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with LivCom's ability to provide service to LivCom customers, (ii) avoids your obligation to pay for services, (iii) constitutes a criminal offense, (iv) gives rise to a civil liability, or (v) otherwise violates any law, order, ordinance, governmental requirement or regulation or this Agreement.

5. Acceptable Use Policy. All use of the Services will comply with the AUP, posted at <http://www.livcom.us/legal/legal-acceptable-use-policies/>. Among other things, the AUP prohibits sending unsolicited e-mail messages, including bulk commercial advertising or informational announcements (collectively, "Spam"). LivCom may immediately terminate or suspend any account which LivCom believes is transmitting or is otherwise connected with any Spam. Further, LivCom may hold you liable for LivCom's actual damages in any way arising from, or related to, any Spam transmitted by or in any way connected to you or your account, to the extent such actual damages can be reasonably calculated. You will not, however, be liable for actual or liquidated damages arising from Spam generated from you or your account if you establish that the Spam was sent as a result of a virus or worm or other malicious software infection and if you have taken reasonable actions to prevent and resolve such infections and stop the Spam.

INITIALS: 