

#12

LOGIX

FIBER NETWORKS

Signature Page for
NAVARRO COUNTY

SUMMARY OF SERVICE

6303 COMMERCE DR STE 100 IRVING TX 75063

Term Length: 36 months	\$559.00
*Monthly Total	\$559.00
Non Recurring Total	\$0.00

* Monthly Total Excludes Taxes, Assessments, and Fees.

ACKNOWLEDGEMENTS OF CUSTOMER

- i. Customer acknowledges they are required to secure their telephone and network equipment to prevent unauthorized calls from being made through that equipment, and that Customer is financially responsible for any failure to do so.
- ii. Customer acknowledges that LOGIX has no responsibility relating to Customer's internal wiring or configuration or service of Customer's telephone equipment ("CPE"). See "Demarcation of Services."
- iii. Customer acknowledges that LOGIX has no responsibility for reconfiguration or service of Customer's computer systems. See "Demarcation of Services."
- iv. Customer acknowledges that it is the Customer's responsibility to contact and coordinate with Customer's telephone equipment ("CPE") and computer systems (Local Area Network) vendors. See "Demarcation of Services."
- v. Customer acknowledges that the service ordered and the price thereto is based on the information Customer has provided to LOGIX.
- vi. Customer acknowledges that it is the Customer's responsibility to cancel all services with all telecommunications providers at or after the conversion of services to LOGIX.



Customer Initials

LOGIX

FIBER NETWORKS

Service Agreement

GENERAL INFORMATION

Account # _____ Number of Locations included in this Agreement 1

Customer name NAVARRO COUNTY

D.B.A. _____

Decision Maker Name _____ Telephone _____

E-Mail _____

ACCOUNTS PAYABLE/BILLING INFORMATION

Billing Name NAVARRO COUNTY Billing Contact _____

Billing Address 6303 COMMERCE DRIVE STE. 100 Billing Contact Phone 9729159500

City IRVING State TEXAS Zip 75063

Primary E-Mail Address (required) damien.givens@texomahidla.org

Additional E-Mail _____

Enroll in Logix Auto Draft OR Paper Summary of Changes and Remittance Envelope

CREDIT INFORMATION

This Agreement is subject to verification of creditworthiness and is made by and between LOGIX Fiber Networks ("LOGIX") and the Customer listed above. Customer authorizes LOGIX to obtain credit and other information necessary to evaluate and process this Agreement. Customer agrees to pay all invoices upon receipt and understands that invoices unpaid after 30 days are delinquent and may subject Customer to additional charges. If any invoice is past due or if the total monthly usage exceeds the customer's credit limit, LOGIX may require additional credit information, require a cash deposit, or disconnect service completely. Customer agrees to pay all expenses incurred to collect any unpaid amounts due. Customer agrees to purchase at least the Total Monthly Billing for the Term Length as specified herein. For the Term specified on the Signature Page, this Agreement governs all services identified in the Agreement.

Federal Tax Number _____ Dun & Bradstreet Number _____

Years in Operation _____ Type of Business _____

Current or Previous LOGIX Account Number(s) _____

Tax Status Exempt - State (Attach certificate) Exempt - Federal (Attach certificate)

Customer Initials

Service Detail

6303 COMMERCE DR STE 100 IRVING TX 75063

Monthly Recurring Charges

	Product	Quantity	Price	Totals
LOGIX Business Internet	BUSINESS INTERNET BASIC 250	1	\$549.00	549.00
	IP ADDRESSES -/29 (5 USABLE)	1	\$10.00	10.00
			Offering Total	\$559.00
			Location Total MRC	\$559.00
			Grand Total MRC	\$559.00
			Grand Total NRC	\$0.00

Customer Name NAVARRO COUNTY

LOGIX Fiber Networks

D.B.A

LOGIX Rep Print Name

Shannon Courney

Print Name

H M Davenport Jr

Title

County Judge

Sales Rep ID 5497

Sales Agent ID 8007

Authorized Signature



Approval Signature

Date

Date



Terms & Conditions

I. AGREEMENT

This Agreement shall consist of this Service Agreement plus all submitted Customer Order(s) that are accepted and executed by LOGIX. Customer requests for Service shall be in a form designated by LOGIX ("Customer Order"). The Customer Order is defined as "The necessary order forms for services ordered, pricing for services ordered and the duration for which the services are ordered." Customer acknowledges that its signatures/initials – whether original, scanned, faxed and/or accepted electronic signatures/initials – shall be legally binding. Customer is solely responsible for taking all proper security and other procedures necessary to ensure that all transmissions of electronic Agreements are authorized and correct.

II. TERM AND TERMINATION

Term: The Effective Date of this Agreement is the date upon which this Agreement has been signed by both LOGIX and Customer. For this Agreement to be deemed signed by LOGIX, the Agreement must be signed by a LOGIX District Sales Manager or Director of Account Relations. Customer agrees to pay the actual charges for service or Monthly Total Billing commitment, whichever is greater, each month during the Term of this Agreement. This Agreement shall have a term length as stated in the initial Customer Order Term Length on Signature Page and shall continue in effect so long as one or more Customer Orders remain in effect. For purpose of determining the expiration of the Initial Term of a Customer Order, the Initial Term begins on the Effective Date and ends the number of months of the Term Length section on Signature Page of the Customer Order calculated from the Billing Start Date as defined in Section IV below. Where additional services are ordered by Customer, the Initial Term relative to the new services are calculated from the Billing Start Date for new services and ends the number of months noted as the Term Length on the related Customer Order.

Termination: If Customer terminates a Customer Order after the installation of some or all Services but prior to the expiration of the Term Length stated on Signature Page or any renewal thereof for any reason other than to convert to another LOGIX plan that is equal to or greater than the Term, Customer agrees to pay a post-installation Early Termination Charge. The Early Termination Charge shall equal all outstanding and/or waived nonrecurring fees plus 100% of the Monthly Fees for each month remaining in the Initial Term or any renewal terms of this Agreement. If termination occurs after the Agreement has been executed but before the installation of any Services, Customer agrees to pay a pre-installation Early Termination Charge equal to 50% of the monthly fees Customer would have paid LOGIX in each month of the first year of the billed service contemplated by the Agreement plus any LOGIX out-of-pocket construction expenses. Customer agrees that these Early Termination Charges are to be billed as liquidated damages and as a reasonable approximation of LOGIX's loss from early termination. Customer acknowledges that LOGIX's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and are not intended as a penalty but as a mutually-agreed upon amount representing, but not limited to, lost revenue, proportionate or actual third party costs and capital expenditures, and internal costs. Monthly Fees for this calculation shall be the greater of the Total Monthly Billing commitment or the Customer's average bill at that location over the prior six months (excluding all Federal, State, Local Taxes, Fees and Assessments). Examples of where the Customer's average bill would be greater than the listed Total Monthly Billing commitment includes long distance charges and/or Customer requested increases in service. If Customer cancels the installation of a nonstandard LOGIX product or service outside LOGIX standard service area the post-installation Early Termination Charge will apply. Customer will also be responsible for any fees LOGIX is required to pay as a result of Customer refusing and/or canceling installation at the location(s) listed in this Agreement. All disconnection of service(s) require a minimum 30-day written notice. If Customer disconnects partial services LOGIX may require all services to be disconnected. Unless canceled in writing by either party at least thirty (30) days prior to expiration, Term will automatically renew for successive one (1) year periods pursuant to the same terms and conditions as the initial contract period.

Customer Relocation: If Customer requests to move services to a new location, Customer agrees to pay a Move Fee equal to \$500.00 per Logix Network Connection plus any applicable construction charges at the new location. As an Additional Move Fee, Customer further agrees to pay any construction or other out-of-pocket expenses that LOGIX incurred to initially install services at the old location or will incur in relation to the cancellation of services at old location. In the event that a Customer move is requested, a minimum 30-day notice is required for LOGIX to schedule the move should LOGIX accept the move request. The Total Monthly Billing is subject to change if Customer moves to a location that causes LOGIX to incur higher costs to provide the service(s). If there are less than twelve (12) months remaining on the term for a location at the time of Relocation, then the Agreement will automatically be extended so that the current term will not expire prior to twelve (12) months from the Billing Start Date at the new location.

III. DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY

EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH IN WRITING, IF ANY, LOGIX AND ITS SUPPLIERS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REGULATORY COMPLIANCE, PERFORMANCE, ACCURACY, RELIABILITY, AVAILABILITY, USEFULNESS, NON-INFRINGEMENT, AND/OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE, OR TRADE. ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND LOGIX DOES NOT WARRANT THAT THE SAME WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SAME WILL BE TIMELY, AVAILABLE, SECURE, UNINTERRUPTED OR ERROR-FREE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. LOGIX DOES NOT WARRANT THE ACCURACY OF THE INTENDED E-MAIL BLOCKING OF ANY MAIL MESSAGE, THAT SUCH PRODUCTS WILL MEET END USER'S REQUIREMENTS OR THAT NO E-MAIL WILL BE LOST OR THAT THE SUCH PRODUCTS WILL NOT GIVE FALSE POSITIVE OR FALSE NEGATIVE RESULTS OR THAT ALL SPAM AND VIRUSES WILL BE ELIMINATED OR THAT LEGITIMATE MESSAGES WILL NOT BE OCCASIONALLY QUARANTINED AS SPAM. LOGIX DOES NOT WARRANT THAT THE E-MAIL BLOCKING SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

ADDITIONAL DISCLAIMER FOR SECTION V: LOGIX DOES NOT WARRANT THAT ANY FIREWALL OR NETWORK MANAGEMENT SERVICE WILL DETECT, OBSTRUCT AND/OR PREVENT ALL OR ANY VIRUSES, TROJANS, WORMS OR UNAUTHORIZED ACCESS TO CUSTOMER'S NETWORK AND/OR COMPUTER SYSTEM, OR THAT SUCH SERVICE OR CUSTOMER'S NETWORK AND/OR COMPUTER SYSTEM WILL BE FREE OF VULNERABILITY TO ATTACK OR INTRUSION.

LOGIX'S LIABILITY RELATED TO ALL PRODUCTS AND SERVICES SUPPLIED BY LOGIX TO CUSTOMER, INCLUDING WITHOUT LIMITATION, TELEPHONY, INTERNET, DATA, VOICEMAIL, FIREWALL, NETWORK MANAGEMENT, AND E-MAIL BLOCKING, WHETHER OR NOT SUBJECT TO TARIFFS, IS LIMITED BY THIS AGREEMENT. CUSTOMER AGREES THAT LOGIX SHALL NOT BE LIABLE, IN CONTRACT, IN TORT OR OTHERWISE, FOR ANY AMOUNT GREATER THAN THE AMOUNT PAYABLE BY CUSTOMER TO LOGIX UNDER THIS AGREEMENT DURING THE PERIOD OF ANY DELAY, INTERRUPTION OR LACK OF SERVICE. ALL RISK OF LOSS RELATED TO (A) DELAYS IN OR INABILITY TO INSTALL SERVICES OR FACILITIES, (B) MISTAKES, OMISSIONS, OR NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, IN CONNECTION WITH ANY SERVICES OR FACILITIES, (C) INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN TRANSMISSION, (D) FAILURES OR DEFECTS IN EQUIPMENT OR FACILITIES, (E) FAILURE TO MAINTAIN PROPER STANDARDS OF MAINTENANCE OR OPERATIONS OR TO EXERCISE REASONABLE SUPERVISION, (F) LOST DATA, OR (G) ANY OTHER CAUSE WHATSOEVER, ARE ASSUMED BY CUSTOMER. IN NO EVENT SHALL LOGIX BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE SERVICES SUPPLIED BY LOGIX, EVEN IF LOGIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LOGIX'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE AMOUNT PAYABLE TO LOGIX BY CUSTOMER FOR THE SERVICES IN QUESTION DURING THE PERIOD IN QUESTION. FORCE MAJEURE EVENTS ALONG WITH SCHEDULED MAINTENANCE SHALL BE CONSIDERED "EXCUSED OUTAGES".

Customer Initials 

IV. OTHER TERMS

This Agreement, together with incorporated documents constitutes the entire agreement between LOGIX and Customer, and no oral representations or oral modifications shall be valid or binding. No employee or representative of LOGIX has authority to orally waive, amend or in any way change the provisions of this Agreement. No written modification, amendment or addition to this Agreement, including any Customer Order(s), shall be valid unless in writing and executed by the Chief Executive Officer or a Vice-President of LOGIX. LOGIX shall have the right to amend its tariffs and to change the prices of services in accordance with applicable regulations upon notice to Customer. Customer understands and agrees that LOGIX shall select the equipment, technologies and network partners to provide services to Customer; LOGIX, at its sole discretion, shall determine the best means to obtain and/or modify the underlying service inputs to provide services to Customer. If construction charges are determined to be applicable, Customer may accept and pay the construction charges quoted to Customer or cancel the order at the affected location without a cancellation fee. When LOGIX completes Customer's service testing and LOGIX service is deemed "Service Ready," LOGIX will contact Customer regarding service implementation and scheduling. Billing for LOGIX services will begin the day of service installation or 10 business days from "Service Ready" date, whichever comes first (the "Billing Start Date"). Customer shall be responsible for making available conduit space where required by engineering standards. The provisions of this Agreement are subject to changes mandated by State, Federal, and regulatory authorities to tariffed rates, and terms and conditions of service, and any applicable taxes, fees, and surcharges. If Customer is in default or suspended for nonpayment in any other agreement that Customer may have with LOGIX, LOGIX may suspend/disconnect services pursuant to this Agreement until such default and/or nonpayment is cured. For Terms and Conditions of LOGIX Fax to E-Mail Service, go to www.logix.com/legal.

Subject to Tariffs, Laws and Regulations: This Agreement is subject to the tariffs filed by LOGIX with State and Federal regulatory authorities, which are incorporated by reference into this Agreement. Customer agrees that LOGIX may amend its tariffs with such notice to Customer as required by applicable laws and regulations. This Agreement is subject to the laws and regulations of State and Federal regulatory authorities, which are incorporated by reference into this Agreement. Changes in State or Federal law that lead to an increase in the costs to provide Services may be passed through to Customer. This Agreement is subject to the LOGIX's FCC Tariffs published on the web site of LOGIX, www.logix.com/the-LOGIX-Website. Customer agrees that the FCC Tariffs shall continue to have the same force and effect, as was the case prior to deactivating, notwithstanding the fact that the FCC Tariffs are no longer filed with the FCC. Federal, State, Local Taxes, Fees and Assessments will be added to the Total Monthly Billing. In the event of any change in the laws and regulations of State and Federal regulatory authorities which makes this Agreement or any service provided pursuant to this Agreement no longer commercially reasonable for LOGIX, LOGIX may, following written notice to Customer, terminate this agreement without penalty. The applicable state tariff will govern disconnect fees.

Customer Proprietary Network Information (CPNI) Notice: CPNI means - (A) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any Customer of a telecommunications carrier, and that is made available to the carrier by the Customer solely by virtue of the carrier-customer relationship; and (B) information contained in the bills pertaining to telephone exchange service or telephone toll service received by a Customer of a carrier, except that such term does not include subscriber list information. Certain uses of CPNI, such as use to provide telecommunications services and marketing by LOGIX relating to the service (s) Customer obtains from LOGIX, do not require Customer approval. With regard to marketing non-Communications services to Customer, Customer approval is required and LOGIX is required to comply with any denial of approval by Customer. With regard to marketing Communications services, approval following this CPNI Notice will be presumed unless Customer "opt-out." LOGIX asks that "opt-out" requests be made in writing to LOGIX's Vice President of Service; however, requests may also be made by calling LOGIX Customer Care at 1-800-444-0258. A decision to "opt-out" will not affect the provision of any services to which the Customer subscribes. However, a decision to "opt-out" may limit LOGIX's ability to offer products and services tailored to the Customer's needs. Customer's approval, or denial of approval, will remain in place until the Customer affirmatively revokes or limits such approval or denial.

Marketing: Customer agrees that during the Term, LOGIX shall have the right to use Customer's company name and/or logo and/or Customer pre-approved quotes in materials and communications, including, without limitation, in print and digital marketing, sales, financial, and public relations materials and on LOGIX's website, to publicly refer to Customer as a customer of LOGIX. Any other use of Customer's name or marks or quotes shall require Customer's consent. LOGIX, at its discretion, has the right to publish a press release announcing the new relationship with Customer. Prior to its distribution, LOGIX will provide the proposed press release to Customer for Customer's review and comment.

Demarcation of Services: The demarcation (the point at which LOGIX's responsibility ends and the Customer's begins) with respect to regulated services supplied by LOGIX is the Network Interface or such other point as defined in the applicable tariffs, laws or regulations. The demarcation for Internet service and other unregulated services shall be the Ethernet port of the router or other interfacing equipment if supplied by and owned by LOGIX, or the Network Interface if the router or other interfacing equipment is not supplied and owned by LOGIX. Customer acknowledges that LOGIX is not responsible for any configuration or service of computer networks, business equipment or telephone equipment or wiring on Customer's side of the demarcation. Customer acknowledges that the Internet allows access to Customer's computer systems by outside persons and agrees that LOGIX has no responsibility of any kind for the protection or security of Customer's computer systems or data. Customer acknowledges and agrees that routers, integrated access devices and other equipment installed by LOGIX in Customer's premises in order to supply service to Customer are and remain the property of LOGIX, and Customer agrees to give LOGIX access to such equipment for service or removal during normal business hours.

911 Access: Customer shall provide LOGIX with a single physical location ("Registered Location") consisting of a valid service address and any additional premise information required by applicable 911 or E911 laws or governmental regulations for each Customer device connected to the Service. Customer must update the Registered Location when Customer changes the physical location of a Customer device by calling LOGIX Customer Care at 1-800-444-0258. CUSTOMER ACKNOWLEDGES THAT IN THE EVENT OF A POWER OUTAGE, CUSTOMER MAY LOSE THE ABILITY TO MAKE 911 CALLS AND UNDERSTANDS THAT IT IS CUSTOMER'S RESPONSIBILITY TO USE ALTERNATIVE MEANS TO CONTACT EMERGENCY SERVICES WHEN NECESSARY. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD LOGIX HARMLESS FROM ANY AND ALL LOSS, CLAIMS, DEMANDS, SUITS, OR OTHER ACTIONS BY CUSTOMER AND/OR ANY OTHER PARTY - DUE TO CUSTOMER'S FAILURE TO MEET ITS RESPONSIBILITIES HEREIN AND/OR NOTIFYING THIRD PARTIES OF THESE 911 ACCESS LIMITATIONS.

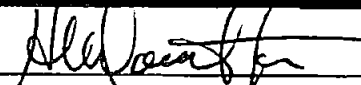
Acceptable Use Policies: If a Customer has use that causes a greater expense to LOGIX, including but not limited to excessive (more than 20%) amounts of traffic into high cost areas, email storage in excess of Customer's contracted amount, excessive use compared to Customers on similar products, excessive database dips, etc., LOGIX reserves the right, at LOGIX's sole discretion, to surcharge Customer amounts necessary to cover LOGIX's additional expenses and/or suspend or disconnect some or all services affecting the expense. With traffic into/from high cost areas, LOGIX additionally reserves the right to charge a call locality assessment on such traffic rather than applying the (more than 20%) as a limiting qualifier. All services, including Local, Long Distance, Internet and E-Mail services, are expressly subject to LOGIX's Acceptable Use Policy, which is incorporated into this Agreement for reference. Policies are published on the LOGIX Website (www.logix.com) and are subject to change.

V. ADDITIONAL TERMS FOR CUSTOMERS SUBSCRIBING TO LOGIX FIREWALL AND/OR NETWORK MANAGEMENT SERVICE

Service Provided: LOGIX Managed Network Firewall is a security service that inspects traffic upstream at Internet ingress and egress points to the LOGIX network using unified threat management security controls. This service requires no additional hardware at Customer's offices. With this service, Customer will receive a secure virtual Firewall dedicated to your business with specific inspection policies defined by Customer. Once inspected, Customer's traffic is delivered to Customer's locations with an Ethernet hand off using the router provided with LOGIX's telecommunications services. "Firewall" is defined as a device for the detection, obstruction, destruction and/or prevention (as applicable) of computer viruses, trojans, worms, unauthorized access or use and/or any similar act or thing which may affect a computer system, or network. LOGIX will use reasonable efforts to provide the Services and/or Equipment to Customer within any specifications provided by LOGIX. LOGIX will not be liable to Customer for any delay in providing or failure to provide the Services and/or Equipment within such timelines. All delivery and/or completion dates specified by LOGIX are estimates only rather than a guarantee. Customer understands that network and/or equipment issues could temporarily disable the Firewall or Network Management Functionality.

Conditions of Use: Customer agrees to be responsible for all use of the Managed Network Firewall and any local access to the Firewall. Customer shall (a) provide an authorized technical contact, authorized contact number, and login credentials, to keep any records of such details in separate places and take all necessary steps to ensure the security of such records; and (b) keep such information private and confidential and ensure, at all times, that it (or they) does (do) not become known to any unauthorized personnel. Customer shall notify LOGIX immediately upon becoming aware of any change in circumstances which may lead Customer to believe that such information has become known to any unauthorized personnel. Customer further agrees that LOGIX may suspend and/or change the account's login credentials (at its discretion if LOGIX determines that such step is in the interests of security). Other than modifying Web Filtering rules, the Customer is not allowed to make service affecting changes to the Firewall. Any fault with the Services and/or the Equipment (in relation to which a "fault" shall mean a failure in any Firewall which we have supplied to Customer and which is preventing dataflow across the Firewall), which Customer detects, must be reported to LOGIX as soon as possible.

VI. CUSTOMER SIGNATURE

Authorized Signature  Title County Judge
 Printed Name HM Davenport Jr Date _____



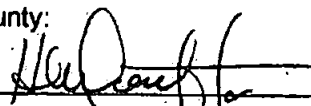
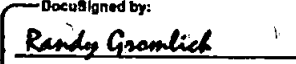
Service Agreement Addendum for Navarro County

1) This addendum is deemed a part of the written service agreement between LOGIX Communications, LP dba LOGIX Fiber Networks ("LOGIX") and Navarro County ("Customer") and relates to services purchased by Customer from LOGIX.

2) The following language is added to the attached written service agreement as a new section:

Non-Appropriation Clause. As prescribed in Federal Acquisition Regulations (FAR) 49.502 ©, this contract may be terminated, by written notice, when it is in the interest of the government lessee (Navarro County for benefit of the North Texas High Intensity Drug Trafficking Are (HIDTA) program). Termination will only be required if funding for the HIDTA program is lost or materially reduced, such that performance under this lease is not possible. If this contract is terminated, Navarro County shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination.

3) All other Terms and Conditions of the Service Agreement remain unchanged by this Addendum and remain in effect for the duration of the Term.

Navarro County:	LOGIX Fiber Networks:
Signature: <u></u>	Signature ^{DocuSigned by:} <u></u>
Printed Name: <u>Kim Daverup</u>	Printed Name: Randy Gromlich
Title: <u>County Judge</u>	Title: VP of Sales Operations
Date: _____	Date: <u>6/3/2024 23:41:53 CDT</u>