

PO Box 228, Quitman, TX 75783-0228
 903-763-2214 fax 903-878-0148

PROPOSAL

Customer

Name Hopkins County
 Address PO Box 288
 City Sulphur Springs TX ZIP 75482
 Phone Robert Newsom - rnewsom@hopkinscountytexas.org

Date 7/12/2019
 Order No. _____
 Rep Caysi Marshall
 FOB _____

Qty	Description	One Time Fee	Monthly Cost
<u>Broadband & Voice Solution</u>			
<i>Internet Access</i>			
1	25 X 25 Mbps Dedicated Fiber Internet Connection-Courthouse *Currently @ \$825.00		\$300.00
1	20 X 20 Mbps Dedicated Fiber Internet Connection-Civic Center *Currently @ \$350.00		\$250.00
1	20 X 20 Mbps Dedicated Fiber Internet Connection-Fire Dept *Currently @ \$350.00		\$250.00
1	20 X 20 Mbps Dedicated Fiber Internet Connection-Sheriff's Office		\$250.00
<i>Voice Services</i>			
15	Concurrent Call Sessions @ Annex Building		\$149.25
15	Concurrent Call Sessions @ Courthouse		\$149.25
10	Concurrent Call Sessions @ Sheriff's Office		\$99.50
5	Concurrent Call Sessions @ Civic Center		\$49.75
5	Concurrent Call Sessions @ Fire Department		\$49.75
7	SIP Lines		\$69.65
3	SIP Trunks		\$29.85
173	DID's		\$207.16
36 Month Contract Renewal		Subtotal	\$1,854.16
		Taxes	Applicable Taxes
		Texas	
		TOTAL	PENDING

Approved by: Date: 7-15-19



PO Box 920 Quitman, TX 75783
(903) 763-4941 • fax (903) 878-0148

Exhibit B Service Order & Master Agreement

Contract Term: 36 Month Contract Renewal

BILLING INFORMATION

. Billing Name: _____
. Attention: _____
. Billing Address: _____

. Account Contact: _____
. Contact Title: _____

Tax ID#: _____
Ph: _____ Fax: _____
E-mail: _____

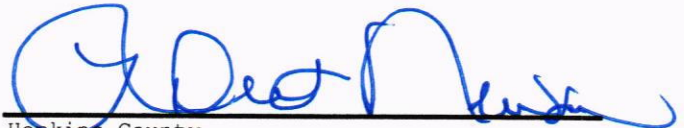
ACCESS LOCATION INFORMATION:

. Location A: Courthouse, Civic Center, Fire Department & Sheriff's Office

AUTHORIZATION INFORMATION

Caysi Marshall-Commercial Sales Acct
Specialist

Date: _____



Hopkins County

Date: 7-15-19



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Exhibit B Service Order & Master Agreement

Contract Term: 36 Month Contract Renewal

BILLING INFORMATION

. Billing Name: Hopkins County
. Attention: Kelly Kaston
. Billing Address: PO BOX 288
Sul. Springs 75482
. Account Contact: _____
. Contact Title: _____

Tax ID#: 75-6001007
Ph: 903 438 4009 Fax: 903 438 4113
E-mail: Kelly@hopkinscountytx.org

ACCESS LOCATION INFORMATION:

. Location A: Courthouse, Civic Center, Fire Department & Sheriff's Office

AUTHORIZATION INFORMATION

Caysi Marshall
Caysi Marshall-Commercial Sales Acct
Specialist
Date: 7/15/19

[Signature]
Hopkins County
Date: 7-15-19

This MASTER SERVICE AGREEMENT (the "AGREEMENT") is made this _____ day of _____, 2019 between PEOPLES COMMUNICATION, INC. (PCI) and _____ the purchaser executing the Service Order (the "Purchaser")

WHEREAS, PCI provides communications services which Purchaser desires to purchase as set forth herein.

Now, therefore, it is agreed as follows:

1 During the Term of this Agreement PCI will provide Purchaser with the specific services identified on the Proposal (Exhibit A) and Service Order (Exhibit B) attached.

2 The Term of this Agreement shall be as set forth in the Service Order attached and shall automatically renew under the same terms and conditions for a term of 12 months unless either Party gives the other Party sixty days (60) written notice prior to the conclusion of the current term. After the expiration of the initial term, PCI shall reserve the right to change the terms of the Agreement by providing sixty days (60) written notice to Subscriber, at which time Subscriber may accept new terms set forth or provide sixty days (60) written notice to terminate. However, PCI may terminate this Agreement or suspend services hereunder at any time upon (a) any failure of Purchaser to pay any undisputed amounts as provided in this Agreement on the attached Proposal; (b) any breach by Purchaser of any material provision of this Agreement continuing for 30 days after receipt of notice thereof; (c) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Purchaser; or (d) any governmental prohibition or required alteration of the services to be provided hereunder or any violation of an applicable law, rule or regulation. Any termination shall not relieve Purchaser of its obligation to pay any charges incurred prior to termination. The parties' rights and obligations which by their nature would extend beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

3 During the Term, Purchaser shall pay PCI for the services as set forth in the Service Order and fees outlined in the Proposal. PCI shall not increase pricing during the initial Term, but thereafter PCI may increase pricing upon 30 days prior written notice. Normal service charges shall be invoiced monthly in advance. All amounts owed by Purchaser shall be paid within 30 days after the date of invoice and PCI reserves the right to charge interest on all delinquent payments at 1.5 % per month. Prices do not include taxes and related charges (however designated) and all taxes, fees and governmental charges imposed on the provided services shall be paid by Purchaser in addition to any other amounts owing. Such amounts will be listed separately on Purchaser's monthly invoice.

4 PCI may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby alter the technical parameters of the services provided hereunder.

5 PCI will grant a credit allowance for service interruption calculated and credited in one-hour increments. A service interruption will be deemed to have occurred only if service becomes unusable to Purchaser as a result of failure of PCI's facility, equipment or personnel used to provide the service in question. This is only where the interruption is not the result of (a) the negligence or acts of Purchaser or its agents; (b) the failure or malfunction of non-PCI equipment or systems; (c) circumstances or causes beyond the control of PCI; or (d) a service interruption caused by service maintenance, alteration or implementation. After the initial term, Purchaser may upon thirty (30) days written notice to PCI, terminate this Agreement if a service interruption occurs for which a credit allowance may be granted. A qualified service interruption would be the granting of at least \$500 in cumulative service credits during any continuous 12-month period, or results in a single continuous service outage of 8 hours or more. The foregoing states Purchaser's sole remedy for service interruption which shall include, without limitation, loss of data.

6 As used in this Agreement, the term "PCI Group" shall mean (a) PCI; (b) any third parties providing facilities or equipment used by PCI, in furtherance of PCI's provision of services to Purchaser (c) any affiliates of PCI or such third parties; and (d) any director, officer, agent, servant, employee, independent contractor, or supplier of PCI, any such third parties, or any such affiliates. EXCEPT TO THE LIMITED EXTENT PROVIDED FOR ABOVE IN PARAGRAPH 5, IN NO EVENT SHALL PCI GROUP BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER DAMAGES, ARISING OUT OF OR RELATED TO ANY SERVICES, EQUIPMENT, FACILITIES OR SYSTEMS PROVIDED OR UTILIZED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF DATA OR INTERRUPTION OF DATA TRANSMISSION), AND PURCHASER HEREBY RELEASES AND WAIVES ANY CLAIMS OR DEMANDS IT MAY HAVE AGAINST PCI GROUP, FOR OR WITH RESPECT TO ANY SUCH DAMAGES. PURCHASER FURTHER AGREES THAT ANY OTHER LIMITATION OF LIABILITY OR PROTECTION TO WHICH PCI MAY BE ENTITLED, ARISING OUT OF THIS AGREEMENT OR SERVICES PERFORMED HEREUNDER, SHALL FULLY APPLY TO AND BENEFIT PCI GROUP, IN THE SAME MANNER AND TO THE SAME EXTENT SUCH PROVISIONS OR PROTECTION APPLY TO AND BENEFIT PCI. THERE ARE NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS EXPRESSED OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

7 In the event that Purchaser cancels or terminates service at any time during the initial Term of this Agreement or any renewal thereof for any reason whatsoever other than a service interruption (as defined in Paragraph 5 above), Purchaser agrees to immediately pay to PCI all sums due and owing under this Agreement and payable in accordance with Paragraph 3 above.

8. Purchaser is responsible for all Non-Recurring and Recurring Charges on and after the Purchaser's desired due date (the "Due Date"). In the event that Purchaser refuses to accept service on and after the Due Date, Purchaser shall still be responsible for the Recurring Charges until such time as service is accepted.

9 In the event that Purchaser requests additional circuit engineering or changes equipment specifications, configurations or service parameters, premises locations, or any material provision of the Service Order, Purchaser shall be charged an additional administrative fee at least equal to 5% of the original Non-Recurring Charge in addition to all costs, fees and expenses reasonably incurred in connection therewith.

10 Neither party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, acts of God, inability to secure materials, labor or transportation upon reasonable commercial terms, acts or omission of common carriers or warehousemen, or any other causes beyond their reasonable control. Any such delay or failure shall suspend the Agreement until such force majeure ceases, and the Term shall be extended by the length of the suspension.

11 Neither party may assign this Agreement without the written consent of the other party, except that PCI may assign its rights and/or obligations hereunder (a) to any subsidiary, parent company or affiliate of PCI; (b) pursuant to any sale or transfer of substantially all of the assets of PCI; or (c) pursuant to any financing, merger or reorganization of PCI.

12. This Agreement, Proposal and Service Order attached, set forth the full agreement of the parties with respect to the subject matter hereof and supersede any prior agreement or understanding. If any provision hereof is held by a court to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain unimpaired and in effect. No term or condition of this Agreement shall be modified or amended except in writing signed by an authorized representative of both parties; however, one or more additional Service Orders may be subject to the terms and conditions of this Agreement.

13. No license, joint venture or partnership, express or implied, is granted by PCI pursuant to this Agreement.

14. Each party agrees to maintain in strict confidence all plans, designs, drawings, trade secrets, and other proprietary information of other party, which is disclosed pursuant to this Agreement

15 If this Agreement is entered into by more than one Purchaser, each is jointly and severally liable for all agreements, covenants and obligations herein.

16 This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law provisions. In any action between the parties to enforce any material provisions of this Agreement, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to whatever other relief a court may award.



Hopkins County

Peoples Communication, Inc.

By: Robert Newsom

By: _____

Name: Robert Newsom

Name: Caysi Marshall

Title: County Judge

Title: Commercial Sales Account Rep

Notice Address:

118 Church St.

Sulphur Springs, Tx.

75482



Hopkins County

By:

Name:

Title:

Notice Address:

118 Church St.
Sulphur Springs, TX.
75482

Peoples Communication, Inc.

By:

Name: Caysi Marshall

Title: Commercial Sales Account Rep