Frontier
COMMUNICATIONS

FRONTIER SERVICES AGREEMENT

Frontier Confidential

This Frontier Services Agreement ("FSA") is effective as of February 6th, 2019 ("Effective Date"), by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and Union County Courthouse, whose primary address is 309 W. Market Street Jonesboro, IL 62952 ("Customer").

This document incorporates the complete Frontier Services Agreement terms and conditions at http://www.Frontier.com/FSA as an integral part of the agreement (collectively, the "FSA").

Provision of Services and Equipment

Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively **"Service"**), and/or purchase or lease equipment (**"Equipment"**), described in this FSA and Schedules issued by Frontier and executed by Customer.

Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the **"Service Term"**). If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

Payment

Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

Cancellation and Early Termination Charges

If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this FSA are intended to establish liquidated damages in the event of termination and are not intended as a penalty.

Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA, the terms and conditions, including the Limitation of liability, warranty, indemnification, breach and other terms and conditions, at http://www.Frontier.com/FSA, and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

Frontier Communications of America, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contractual Notice: Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

Union County Courthouse

Signature: Max Miller

Printed Name: MAX MILLER

Title: CHAIRMAN

Date: 2-22-19

Contractual Notice: address above

Attn: Legal Department

Ver. 2016.09

Frontier COMMUNICATIONS

SOFTWARE SUPPORT SCHEDULE AND FRONTIER VOICE MAINTENANCE SCHEDULE

Frontier Confidential

This is Schedule Number to the Frontier Services Agreement dated February 6th, 2019 ("FSA") by and between Union County Courthouse ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier").

Schedule Type/Purpose: Order for New Service

Primary Customer Premises:

Street Address: 309 W. Market Street

City, State, Zip: Jonesboro, Illinois, 62952

Schedule Date: February 6th, 2019

Service Term: 1 year

Service Term Start Date: February 6th, 2019

Payment Schedule: select

Software Support:		Payment Amount Pre-paid only
Software Assurance Special Notes:	Mitel SoftWare Assurance	$ 647.92

Schedule Type/Purpose: Order for new Services

Primary Customer Premises:

Street Address: 309 W. Market Street

City, State, Zip: Jonesboro, Illinois, 62952

Schedule Date: February 6th, 2019

Service Term: 1 year

Service Term Start Date: February 6th, 2019

Payment Schedule: annually

Customer orders maintenance Services for the equipment identified in Attachment 1 to this Schedule ("Equipment"), incorporated herein by this reference.

Maintenance Services:	Qty	# of Equipped Ports	Payment Amount monthly, annually or pre-paid based on selected Payment Schedule
Basic Plan – 8x5 PBX & Key System		select	$
Enhanced Plan – 8x5 PBX, Key System, all station equipment		select	$
Premium Plan - 24x7 PBX & Key System	1	100 - 499	$ 3,018.60
Premium Plus Plan – 24x7 PBX, Key System, all station equipment		select	$
Monitoring & Notification	1	100 - 499	$ 184.62
On-Site Technician – full time		select	$
On-Site Technician – part time (hours/)		select	$
Voice Mail Systems			$
Overhead Paging Systems			$
Call Center Systems			$
Special Notes:			
		TOTAL:	$ 3,851.14

Ver. 04012018

SERVICE DESCRIPTION	BASIC PLAN	ENHANCED PLAN	PREMIUM PLAN	PREMIUM PLUS PLAN	MONITORING & NOTIFICATION	FULL OR PART TIME ON SITE TECHNICIAN
Maintenance Hours	8 x 5 (M - F excluding Holiday)	8 x 5 (M - F excluding Holiday)	7 x 24 x 365	7 x 24 x 365		Negotiated
Moves, Adds, Changes	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Yes
Equipment Repair and Return	PBX & Key Systems	PBX & Key System & all station equipment	PBX & Key System	PBX & Key System & all station equipment		PBX & Key Systems & all station equipment
Alarm Monitoring & Notification	PBX Only	PBX Only	PBX Only	PBX Only	PBX Only	PBX Only
Preventive Maintenance	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site
Software Assurance	Yes (Additional Charge)	Yes (Additional Charge)	Yes (Additional Charge)	Yes (Additional Charge)		Yes (Additional Charge)
Customer Portal	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)
Response Time	Major – 2 hours Minor - Next Business Day	Major – 2 hours Minor - Next Business Day	Major – 2 hours Minor - Next Business Day	Major – 2 hours Minor - Next Business Day		

Service Limitations and Conditions:

- Maintenance Service does not include any level of support related to wiring, telephone jack(s), batteries, generators or UPS units.
- Customer is responsible for ensuring that all equipment is at current manufacturer supportable software release prior to Frontier providing maintenance Services.
- A Network Monitoring Probe is required for all monitored equipment, unless Frontier specifically waives this requirement.
- Preventive Maintenance will be provided remotely or on site
- "Response" means remote restoral efforts or technician dispatch
- Frontier is not responsible for damages due to acts of god, power or grounding issues, battery failure, water, environmental (temperature/humidity), or any other cause outside its control.
- System Administration and Voice Mail password activity are not included with Maintenance Services, but may be requested by Customer and subject to current time and materials rates.
- Maintenance Services provided outside of Maintenance Hours at Customer's request will be charged at current time and materials rates.

Supplemental Terms and Conditions

1. **Auto-Renew**: Notwithstanding anything otherwise stated in the FSA, if neither party provides the other with written notice of its intent to terminate at least sixty (60) days prior to expiration of the Service Term, this Schedule will automatically renew for the same period of time as the original Service Term (subject to software assurance availability) at the then applicable term rate, excluding promotional rates. Early Termination Fees apply (per the FSA) for any Service terminated prior to completion of the Service Term.

2. **Frontier Voice Maintenance Service Description**: Frontier provides Customer with a comprehensive program of certified factory service from Frontier. Frontier provides repair on demand in order to keep your communication system in proper operating conditions at all times. Please contact your Frontier representative for upgrade information. In addition, if Customer denies remote access to the telephone system and Frontier could have addressed a service problem remotely, a trip charge will be assessed for a site visit.

   Software Support is offered separately from Frontier Voice Maintenance. If software support or necessary upgrades from the manufacturer are available by subscription but Customer chooses not to subscribe for such support or upgrades , Frontier reserve s the right to obtain support and/or upgrades from the manufacturer and charge customer for the cost of such support in the e vent customer seeks maintenance service under this Schedule for which Frontier deems such support and/or upgrades to be reasonably necessary to repair Customer's communications system as part of the Services provided under Frontier Voice Maintenance.

3. Frontier will provide maintenance and repair services with respect to the Equipment ("Maintenance Services") at the locations identified in Attachment 1 ("Customer Premises(s)"). Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration, configuration or servicing of the Equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination of Maintenance Services, in whole or in part, at Frontier's option.

4. During the Service Term, Frontier will maintain a point-of-contact twenty-four (24) hours a day, seven (7) days a week for Customer to report a problem with the Equipment to Frontier. When a problem occurs, after Customer has ascertained that it is not a result of an act or omission of Customer, Customer's equipment or facilities, or any third party or their facilities, Customer must contact Frontier to identify the problem and initiate an investigation ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source and severity of the problem. Frontier and Customer will cooperate to restore the Equipment to operational condition. If the source of the problem is within the Equipment, Frontier will be responsible for the repair or replacement of the Equipment, in Frontier's sole

discretion. If the source of the problem is not the Equipment, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates.

5. Frontier will exercise commercially reasonable efforts to isolate any problems with the Equipment and to restore such Equipment to ordinary operational condition within the Response Time, identified in the Service Description table above, following receipt of Customer's notification that the Equipment is inoperative.

   a. A Trouble Ticket will be categorized as "Major" if fifty percent (50%) of the system's stations or trunks are inoperable, or Customer is experiencing a complete loss of attendant call processing. Frontier will use commercially reasonable efforts to respond to Customer's request within two (2) hours from the time a Trouble Ticket is initiated, and will complete the necessary repairs to the Equipment as soon as reasonably practicable.

   b. All other Trouble Tickets will be categorized as "Minor", and Frontier's policy is to respond to Customer's request during Frontier's normal weekday business hours, Monday through Friday, excluding Saturday, Sunday, and holidays, within one (1) business day from the time a Trouble Ticket is initiated, and will complete the repairs as soon as reasonably practicable.

   c. Customer may request Maintenance Services be performed after Frontier's normal weekday business hours, and under such circumstances Maintenance Services will be billed to Customer at Frontier's then current overtime hourly rate plus expenses.

6. If Frontier, in its sole discretion, determines that a unit of Equipment needs to be replaced, such Equipment will be replaced with equipment of like kind and functionality from a manufacturer of Frontier's choice at the time of replacement ("Exchange Unit"). The Exchange Unit may not be new but will be in good working order and of like kind and functionality. If Customer owns the Equipment, at the time of exchange title to the Exchange Unit will transfer to Customer, and Frontier will assume title to the replaced unit. The replaced unit will be returned to Frontier's inventory at Frontier's expense. Customer shall ensure that the failed Equipment is free of encumbrances at the time of the exchange. Customer further agrees to remove all external attachments or objects from the unit of equipment to be replaced before the time of exchange. Customer relinquishes all rights to such removed Equipment to Frontier.

7. Maintenance Service does not include or apply to: (i) electrical work external to the Equipment, including but not limited to power or back-up power to or from the Equipment; (ii) Equipment failures caused by factors not related to the Equipment or outside Frontier's control, including but not limited to failure of the applicable Customer Premises to conform with Frontier's specifications; (iii) use of the Equipment for any purpose other than as intended by the manufacturer; (iv) damage caused by attempted maintenance or repairs performed by anyone other than an Frontier employee or representative; (v) Equipment supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Equipment with other equipment which fails to conform to manufacturer or Frontier specifications.

8. Frontier may modify any of the maintenance charges at any time during the term of this Agreement by providing thirty (30) days prior written notice to Customer. Frontier may elect to assign billing functions to a third party.

9. Customer agrees that the Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

This Schedule and any of the provisions hereof may <u>not</u> be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	**Union County Courthouse**
Frontier's Signature:	***Customer's Signature:***
Printed Name:	**Printed Name:**
Title:	**Title:**
Date:	**Date:**

Attachment 1
Equipment List

Customer Premises:	309 W. Market Street Jonesboro, IL 62952	
Maintenance Type:	Premium	
Qty	Equipment	Description
1	Mitel 5000 Phone System	Frontier Premium System ONLY 24x7 PBX & Key System Maintenance of a Mitel 5000 system that has 90 digital license, 1 PRI T-1 and 12 ports of voice mail for a total port count on 126. Phone set are NOT included in this price.

Customer Premises:		
Maintenance Type:		
Qty	Equipment	Description

Customer Premises:		
Maintenance Type:		
Qty	Equipment	Description

Customer Premises:		
Maintenance Type:		
Qty	Equipment	Description

Customer Premises:		
Maintenance Type:		
Qty	Equipment	Description

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