



## PURCHASE AGREEMENT

2/27/2020

Prepared by: Luther Bosquez

Purchaser Name: Lamb Co Jail

Email:

Site Contact:

Phone:

Contact Email:

Billing Address: 1200 Waylon Jennings Blvd Littlefield, TX, 79331

Contact Phone:

Service Address: 1200 Waylon Jennings Blvd Littlefield, TX, 79331

Account Number:

	Utilized	Equiped
SIP		Channels
Digital Stations		Units
Voicemail Ports		Ports

Qty	Equipment
36	Single Cat 6 runs
	Only doing phone runs here
1	48 port patch panel
	Cut- in box's, Cat 6 inserts, 2 hole face plates
36	3 ft patch cables
	Hrs 3-4 men, 2-3 days

Equipment Subtotal: \$7,995.00

Sales Tax:

**TOTAL AMOUNT DUE: \$7,995.00**

Terms & Conditions:

Special Comments:

Warranty:

All terms of this Purchase Agreement are subject to credit approval by NTS Communications and or any outside leasing source if applicable. Agreement is based on using existing wire. Additional wiring could require additional charges unless otherwise specified in writing.

Signature:

Full Name:

Title:

Please...  
SIGN HERE

Quote ID

abelut43888.68

v7.6



## PURCHASE AGREEMENT

2/27/2020

Prepared by: Luther Bosquez  
Purchaser Name: Lamb Co Courthouse  
Email:  
Phone:  
Billing Address: 100 6th St Littlefield, TX, 79339  
Service Address: 100 6th St Littlefield, TX, 79339

Site Contact: Judge DeLoach  
Contact Email:  
Contact Phone: 806.385.4222  
Account Number:

	Utilized	Equiped
SIP		Channels
Digital Stations		Units
Voicemail Ports		Ports

Qty	Equipment
67	Single Cat 5 runs these were \$125.00 each \$8,375.00 Customer changed to 97 Cat 6 runs Dual
67	Price difference of single cat 5 to dual cat 6 \$155.00 each \$2,010.00 Price difference \$30 per run
30	Additional dual Cat 6 runs to make 97 total \$4,650.00
120	Ft Panduit \$1,000.00 120-Cut in boxes, 200- Cat 6 inserts, 100- 2 hole face plates
1	96 port patch panel
1	24 port patch panel
100	3 ft patch cables Hours for installation estimated 3-4 days, 3-5 men

Equipment Subtotal: \$19,999.00  
Sales Tax: \$0.00  
**TOTAL AMOUNT DUE: \$19,999.00**

Terms & Conditions:

Special Comments:

Warranty:

All terms of this Purchase Agreement are subject to credit approval by NTS Communications and or any outside leasing source if applicable. Agreement is based on using existing wire. Additional wiring could require additional charges unless otherwise specified in writing.

Signature: 

Full Name: James M. DeLoach

Title: County Judge

Please SIGN HERE

Quote ID

abelut43888.67

v7.6





## BUSINESS SERVICE ORDER

**BUSINESS:** Lamb County Courthouse

**CONTACT:** Mike DeLoach

**Phone:** 806-385-4222

**Fed Tax ID:**

**Date:** 02/27/2020

**Quote #:** OPP-056874

**PHYSICAL ADDRESS**

100 6th Dr.  
Littlefield Texas 79339

**BILLING ADDRESS**

100 6th Dr.  
Littlefield Texas 79339

**CONTRACT TERM**

36 month(s)

**SALES REP**

Luther Bosquez  
806-632-0293  
luther.bosquez@ntscom.com

Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
Business Phone Unlimited (3 yr)	Phone Line for Fax	Upgrade	6	\$12.80	\$0.00	\$76.80
Standard TV - Private View (3 yr)	Video	Upgrade	1	\$54.99	\$0.00	\$54.99
Business Internet 350/175 (3 yr)	350/175	Upgrade	1	\$199.99	\$0.00	\$199.99
Telecloud Auto Attendant	Auto Attendant	New	1	\$30.00	\$0.00	\$30.00
TeleCloud Polycom Color Expansion Module	Expansion Module	New	5	\$7.00	\$0.00	\$35.00
Telecloud Polycom 501 Rental	Polycom 501	New	46	\$0.00	\$0.00	\$0.00
Telecloud Executive Seat	Executive Seat	New	46	\$30.00	\$0.00	\$1,380.00
Telecloud Install Fee	Install Fee	New	1	\$0.00	\$0.00	\$0.00
*Pricing subject to approval after internal review*				<b>Total:</b>	\$ 0.00	\$ 1,776.78

<b>Special Instructions:</b>	Courthouse
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<b>Promotional Offer Details:</b>	
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<b>Directory Listing Information - Address:</b>			
<b>Directory Listing:</b>		<b>YP Heading:</b>	
<b>Listing:</b>		<b>SIC Code:</b>	
<b>Phone:</b>		<b>YPH Code:</b>	

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV surcharge and other programming cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to annual increases.

(Initials)





## NTS COMMUNICATIONS BUSINESS CUSTOMER AGREEMENT

This NTS COMMUNICATIONS Business Customer Agreement sets forth the terms and conditions under which NTS COMMUNICATIONS Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of NTS COMMUNICATIONS Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "NTS COMMUNICATIONS", "we", "us", or "our". The Services will be provided to you by the NTS COMMUNICATIONS company that operates in your service area.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to NTS COMMUNICATIONS, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by NTS COMMUNICATIONS either electronically or in writing, (ii) NTS COMMUNICATIONS begins providing the Services described in the Service Order, or (iii) NTS COMMUNICATIONS begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon NTS COMMUNICATIONS's engineering review to determine the serviceability of the premises. If NTS COMMUNICATIONS determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

**2. Terms and Conditions of Service.** Customer's use of the NTS COMMUNICATIONS Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <https://www.vastbroadband.com> (the "General Terms"), which may be modified by NTS COMMUNICATIONS from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <https://www.vastbroadband.com> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by NTS COMMUNICATIONS from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable NTS COMMUNICATIONS Tariffs, which are available for review at <https://www.vastbroadband.com>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by NTS COMMUNICATIONS, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the NTS COMMUNICATIONS Web site at <https://www.vastbroadband.com> (or any successor url(s)). Accordingly, customers and users of the NTS COMMUNICATIONS Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if NTS COMMUNICATIONS makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If NTS COMMUNICATIONS agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to annual increases. Other prices are subject to change. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and charges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO NTS COMMUNICATIONS'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: NTS COMMUNICATIONS'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. NTS COMMUNICATIONS MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE NTS COMMUNICATIONS MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY NTS COMMUNICATIONS IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF NTS COMMUNICATIONS DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR NTS COMMUNICATIONS SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR NTS COMMUNICATIONS PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE NTS COMMUNICATIONS SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER NTS COMMUNICATIONS PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, NTS COMMUNICATIONS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**6. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing





access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**7. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to NTS COMMUNICATIONS, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

**8. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to NTS COMMUNICATIONS for the listing service.

**9. Term and Termination; Early Termination Fee.** The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. If NTS COMMUNICATIONS terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be the reasonable expenses and costs incurred by NTS COMMUNICATIONS through the date of termination including but not limited to any third party costs incurred by NTS COMMUNICATIONS, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from NTS COMMUNICATIONS, if less than twelve months) purchased from NTS COMMUNICATIONS multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of NTS COMMUNICATIONS including, but not necessarily limited to, construction and installation costs, discounts or credits or competitive contract buyout charges. Customer agrees that NTS COMMUNICATIONS's damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

**10. Access to Premises and Installation of System.** Customer grants NTS COMMUNICATIONS the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to NTS COMMUNICATIONS, shall secure and maintain all necessary rights of access to the service location(s) for NTS COMMUNICATIONS to install, operate and remove its equipment and provide the Services. NTS COMMUNICATIONS in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If NTS COMMUNICATIONS's access rights to the service location are terminated or restricted, early termination fees will apply.

**11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**12. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both NTS COMMUNICATIONS and our program provider. Customer shall indemnify and hold NTS COMMUNICATIONS harmless against and from any violation of this provision.

**13. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized NTS COMMUNICATIONS Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on NTS COMMUNICATIONS. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without NTS COMMUNICATIONS's prior written consent. The parties acknowledge that NTS COMMUNICATIONS is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of NTS COMMUNICATIONS under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.**

NTS COMMUNICATIONS INTERNET, CABLE AND PHONE

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Luther Bosquez

Title: BAE

CUSTOMER

Signature: \_\_\_\_\_

Print Name: James M. Dehane

Title: County Judge

Date: 2-28-2020

Tax ID #:

Service Address: 100 6th Dr. Littlefield Texas 79339

Phone: 806-385-4222

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) NTS COMMUNICATIONS may contact me at the phone number above (or such other phone number or email address provided by me to NTS COMMUNICATIONS), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) NTS COMMUNICATIONS manages its Internet Network according to specific Practices and Procedures, which can be found at <https://www.vastbroadband.com>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <https://www.vastbroadband.com>.

**PIN #**

NTS COMMUNICATIONS requires that you create a 4-digit PIN that will be required when you request changes to your NTS COMMUNICATIONS Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify NTS COMMUNICATIONS if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with NTS COMMUNICATIONS on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact NTS COMMUNICATIONS and change the PIN. NTS COMMUNICATIONS is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.





## BUSINESS SERVICE ORDER

**BUSINESS:** Lamb County Courthouse

**CONTACT:** Mike DeLoach

**Phone:** 806-385-4222

**Fed Tax ID:**

**Date:** 02/27/2020

**Quote #:** OPP-057874

**PHYSICAL ADDRESS**

1200 E. Waylon Jennings  
Blvd.  
Littlefield Texas 79339

**BILLING ADDRESS**

1200 E. Waylon Jennings  
Blvd.  
Littlefield Texas 79339

**CONTRACT TERM**

36 month(s)

**SALES REP**

Luther Bosquez  
806-632-0293  
luther.bosquez@ntscom.com

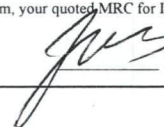
Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
Business Internet 350/175 (3 yr)	350/175	Upgrade	1	\$199.99	\$0.00	\$199.99
Business Phone Unlimited (3 yr)	Phone Line for Fax	Upgrade	2	\$12.80	\$0.00	\$25.60
Telecloud Executive Seat	Executive Seat	New	24	\$30.00	\$0.00	\$720.00
Telecloud Polycom 501 Rental	Polycom 501	New	24	\$0.00	\$0.00	\$0.00
Telecloud Install Fee	Install Fee	New	1	\$0.00	\$0.00	\$0.00
*Pricing subject to approval after internal review*				<b>Total:</b>	\$ 0.00	\$ 945.59

<b>Special Instructions:</b>	Sheriff's Office
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<b>Promotional Offer Details:</b>	
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<b>Directory Listing Information - Address:</b>			
<b>Directory Listing:</b>		<b>YP Heading:</b>	
<b>Listing:</b>		<b>SIC Code:</b>	
<b>Phone:</b>		<b>YPH Code:</b>	

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV surcharge and other programming cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to annual increases.

 (Initials)





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**5. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**6. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing





access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**7. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to NTS COMMUNICATIONS, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

**8. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to NTS COMMUNICATIONS for the listing service.

**9. Term and Termination; Early Termination Fee.** The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. If NTS COMMUNICATIONS terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be the reasonable expenses and costs incurred by NTS COMMUNICATIONS through the date of termination including but not limited to any third party costs incurred by NTS COMMUNICATIONS, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from NTS COMMUNICATIONS, if less than twelve months) purchased from NTS COMMUNICATIONS multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of NTS COMMUNICATIONS including, but not necessarily limited to, construction and installation costs, discounts or credits or competitive contract buyout charges. Customer agrees that NTS COMMUNICATIONS's damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

**10. Access to Premises and Installation of System.** Customer grants NTS COMMUNICATIONS the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to NTS COMMUNICATIONS, shall secure and maintain all necessary rights of access to the service location(s) for NTS COMMUNICATIONS to install, operate and remove its equipment and provide the Services. NTS COMMUNICATIONS in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If NTS COMMUNICATIONS's access rights to the service location are terminated or restricted, early termination fees will apply.

**11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**12. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both NTS COMMUNICATIONS and our program provider. Customer shall indemnify and hold NTS COMMUNICATIONS harmless against and from any violation of this provision.

**13. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized NTS COMMUNICATIONS Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on NTS COMMUNICATIONS. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without NTS COMMUNICATIONS's prior written consent. The parties acknowledge that NTS COMMUNICATIONS is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of NTS COMMUNICATIONS under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.**

NTS COMMUNICATIONS INTERNET, CABLE AND PHONE

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Luther Bosquez

Title: BAE

CUSTOMER

Signature: *[Signature]*

Print Name: James M. DeLoach

Title: County Judge

Date: 2-28-2020

Tax ID #:

Service Address: 1200 E. Waylon Jennings Blvd. Littlefield Texas

79339

Phone: 806-385-4222

**CUSTOMER ACKNOWLEDGEMENT.** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) NTS COMMUNICATIONS may contact me at the phone number above (or such other phone number or email address provided by me to NTS COMMUNICATIONS), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) NTS COMMUNICATIONS manages its Internet Network according to specific Practices and Procedures, which can be found at <https://www.vastbroadband.com>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <https://www.vastbroadband.com>.

**PIN #**

NTS COMMUNICATIONS requires that you create a 4-digit PIN that will be required when you request changes to your NTS COMMUNICATIONS Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify NTS COMMUNICATIONS if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with NTS COMMUNICATIONS on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact NTS COMMUNICATIONS and change the PIN. NTS COMMUNICATIONS is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.









## BUSINESS SERVICE ORDER

**BUSINESS:** Lamb County Courthouse

**CONTACT:** Mike DeLoach

**Phone:** 806-385-4222

**Fed Tax ID:**

**Date:** 02/27/2020

**Quote #:** OPP-057930

**PHYSICAL ADDRESS**

110 E. 6th St.  
Littlefield Texas 79339

**BILLING ADDRESS**

110 E. 6th St.  
Littlefield Texas 79339

**CONTRACT TERM**

36 month(s)

**SALES REP**

Luther Bosquez  
806-632-0293  
luther.bosquez@ntscom.com

Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
Business Phone Unlimited (3 yr)	Phone Line for Fax	Upgrade	1	\$12.80	\$0.00	\$12.80
Business Internet 350/175 (3 yr)	350/175	Upgrade	1	\$199.99	\$0.00	\$199.99
*Pricing subject to approval after internal review*					<b>Total:</b>	\$ 0.00
						\$ 212.79

<b>Special Instructions:</b>	Library
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<b>Promotional Offer Details:</b>	
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<b>Directory Listing Information - Address:</b>			
<b>Directory Listing:</b>		<b>YP Heading:</b>	
<b>Listing:</b>		<b>SIC Code:</b>	
<b>Phone:</b>		<b>YPH Code:</b>	

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV surcharge and other programming cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to annual increases.

(Initials)





## **NTS COMMUNICATIONS BUSINESS CUSTOMER AGREEMENT**

This NTS COMMUNICATIONS Business Customer Agreement sets forth the terms and conditions under which NTS COMMUNICATIONS Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of NTS COMMUNICATIONS Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "NTS COMMUNICATIONS", "we", "us", or "our". The Services will be provided to you by the NTS COMMUNICATIONS company that operates in your service area.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to NTS COMMUNICATIONS, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by NTS COMMUNICATIONS either electronically or in writing, (ii) NTS COMMUNICATIONS begins providing the Services described in the Service Order, or (iii) NTS COMMUNICATIONS begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon NTS COMMUNICATIONS's engineering review to determine the serviceability of the premises. If NTS COMMUNICATIONS determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

**2. Terms and Conditions of Service.** Customer's use of the NTS COMMUNICATIONS Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <https://www.vastbroadband.com> (the "General Terms"), which may be modified by NTS COMMUNICATIONS from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <https://www.vastbroadband.com> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by NTS COMMUNICATIONS from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable NTS COMMUNICATIONS Tariffs, which are available for review at <https://www.vastbroadband.com>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by NTS COMMUNICATIONS, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the NTS COMMUNICATIONS Web site at <https://www.vastbroadband.com> (or any successor url(s)). Accordingly, customers and users of the NTS COMMUNICATIONS Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if NTS COMMUNICATIONS makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If NTS COMMUNICATIONS agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to annual increases. Other prices are subject to change. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and charges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO NTS COMMUNICATIONS'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: NTS COMMUNICATIONS'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. NTS COMMUNICATIONS MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE NTS COMMUNICATIONS MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY NTS COMMUNICATIONS IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF NTS COMMUNICATIONS DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR NTS COMMUNICATIONS SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR NTS COMMUNICATIONS PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE NTS COMMUNICATIONS SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER NTS COMMUNICATIONS PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, NTS COMMUNICATIONS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**6. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing





access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**7. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to NTS COMMUNICATIONS, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

**8. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to NTS COMMUNICATIONS for the listing service.

**9. Term and Termination; Early Termination Fee.** The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. If NTS COMMUNICATIONS terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be the reasonable expenses and costs incurred by NTS COMMUNICATIONS through the date of termination including but not limited to any third party costs incurred by NTS COMMUNICATIONS, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from NTS COMMUNICATIONS, if less than twelve months) purchased from NTS COMMUNICATIONS multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of NTS COMMUNICATIONS including, but not necessarily limited to, construction and installation costs, discounts or credits or competitive contract buyout charges. Customer agrees that NTS COMMUNICATIONS's damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

**10. Access to Premises and Installation of System.** Customer grants NTS COMMUNICATIONS the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to NTS COMMUNICATIONS, shall secure and maintain all necessary rights of access to the service location(s) for NTS COMMUNICATIONS to install, operate and remove its equipment and provide the Services. NTS COMMUNICATIONS in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If NTS COMMUNICATIONS's access rights to the service location are terminated or restricted, early termination fees will apply.

**11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**12. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both NTS COMMUNICATIONS and our program provider. Customer shall indemnify and hold NTS COMMUNICATIONS harmless against and from any violation of this provision.

**13. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized NTS COMMUNICATIONS Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on NTS COMMUNICATIONS. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without NTS COMMUNICATIONS's prior written consent. The parties acknowledge that NTS COMMUNICATIONS is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of NTS COMMUNICATIONS under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.**

NTS COMMUNICATIONS INTERNET, CABLE AND PHONE

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Luther Bosquez

Title: BAE

CUSTOMER

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Service Address: 110 E. 6th St. Littlefield Texas 79339

Phone: 806-385-4222

**CUSTOMER ACKNOWLEDGEMENT.** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) NTS COMMUNICATIONS may contact me at the phone number above (or such other phone number or email address provided by me to NTS COMMUNICATIONS), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) NTS COMMUNICATIONS manages its Internet Network according to specific Practices and Procedures, which can be found at <https://www.vastbroadband.com>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <https://www.vastbroadband.com>.

**PIN #**

NTS COMMUNICATIONS requires that you create a 4-digit PIN that will be required when you request changes to your NTS COMMUNICATIONS Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify NTS COMMUNICATIONS if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with NTS COMMUNICATIONS on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact NTS COMMUNICATIONS and change the PIN. NTS COMMUNICATIONS is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.





## BUSINESS SERVICE ORDER

**BUSINESS:** Lamb County Courthouse

**CONTACT:** Mike DeLoach

**Phone:** 806-385-4222

**Fed Tax ID:**

**Date:** 02/27/2020

**Quote #:** OPP-057930

**PHYSICAL ADDRESS**

1000 E. 16th St.  
Littlefield Texas 79339

**BILLING ADDRESS**

1000 E. 16th St.  
Littlefield Texas 79339

**CONTRACT TERM**

36 month(s)

**SALES REP**

Luther Bosquez  
806-632-0293  
luther.bosquez@ntscom.com

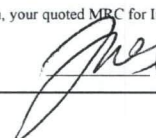
Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
Business Internet 75/37 (3 yr)	75/37	Upgrade	1	\$84.99	\$0.00	\$84.99
*Pricing subject to approval after internal review*					<b>Total:</b>	\$ 0.00
						\$ 84.99

<b>Special Instructions:</b>	AG Center Barn
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<b>Promotional Offer Details:</b>	
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<b>Directory Listing Information - Address:</b>			
<b>Directory Listing:</b>		<b>YP Heading:</b>	
<b>Listing:</b>		<b>SIC Code:</b>	
<b>Phone:</b>		<b>YPH Code:</b>	

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV surcharge and other programming cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to annual increases.

 (Initials)





## **NTS COMMUNICATIONS BUSINESS CUSTOMER AGREEMENT**

This NTS COMMUNICATIONS Business Customer Agreement sets forth the terms and conditions under which NTS COMMUNICATIONS Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of NTS COMMUNICATIONS Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "NTS COMMUNICATIONS", "we", "us", or "our". The Services will be provided to you by the NTS COMMUNICATIONS company that operates in your service area.

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**2. Terms and Conditions of Service.** Customer's use of the NTS COMMUNICATIONS Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <https://www.vastbroadband.com> (the "General Terms"), which may be modified by NTS COMMUNICATIONS from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <https://www.vastbroadband.com> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by NTS COMMUNICATIONS from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable NTS COMMUNICATIONS Tariffs, which are available for review at <https://www.vastbroadband.com>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by NTS COMMUNICATIONS, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the NTS COMMUNICATIONS Web site at <https://www.vastbroadband.com> (or any successor url(s)). Accordingly, customers and users of the NTS COMMUNICATIONS Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if NTS COMMUNICATIONS makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If NTS COMMUNICATIONS agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to annual increases. Other prices are subject to change. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and charges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO NTS COMMUNICATIONS'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: NTS COMMUNICATIONS'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. NTS COMMUNICATIONS MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE NTS COMMUNICATIONS MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY NTS COMMUNICATIONS IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF NTS COMMUNICATIONS DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR NTS COMMUNICATIONS SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR NTS COMMUNICATIONS PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE NTS COMMUNICATIONS SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER NTS COMMUNICATIONS PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, NTS COMMUNICATIONS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**6. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing





access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**7. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to NTS COMMUNICATIONS, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

**8. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to NTS COMMUNICATIONS for the listing service.

**9. Term and Termination; Early Termination Fee.** The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. If NTS COMMUNICATIONS terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be the reasonable expenses and costs incurred by NTS COMMUNICATIONS through the date of termination including but not limited to any third party costs incurred by NTS COMMUNICATIONS, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from NTS COMMUNICATIONS, if less than twelve months) purchased from NTS COMMUNICATIONS multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of NTS COMMUNICATIONS including, but not necessarily limited to, construction and installation costs, discounts or credits or competitive contract buyout charges. Customer agrees that NTS COMMUNICATIONS's damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

**10. Access to Premises and Installation of System.** Customer grants NTS COMMUNICATIONS the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to NTS COMMUNICATIONS, shall secure and maintain all necessary rights of access to the service location(s) for NTS COMMUNICATIONS to install, operate and remove its equipment and provide the Services. NTS COMMUNICATIONS in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If NTS COMMUNICATIONS's access rights to the service location are terminated or restricted, early termination fees will apply.

**11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**12. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both NTS COMMUNICATIONS and our program provider. Customer shall indemnify and hold NTS COMMUNICATIONS harmless against and from any violation of this provision.

**13. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized NTS COMMUNICATIONS Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on NTS COMMUNICATIONS. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without NTS COMMUNICATIONS's prior written consent. The parties acknowledge that NTS COMMUNICATIONS is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of NTS COMMUNICATIONS under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.**

NTS COMMUNICATIONS INTERNET, CABLE AND PHONE

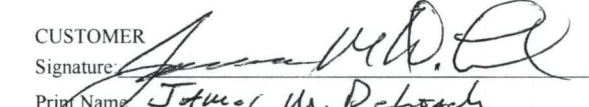
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Luther Bosquez

Title: BAE

CUSTOMER

Signature: 

Print Name: James M. Delorach

Title: County Judge

Date: 2-28-2020

Tax ID #:

Service Address: 1000 E. 16th St. Littlefield Texas 79339

Phone: 806-385-4222

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) NTS COMMUNICATIONS may contact me at the phone number above (or such other phone number or email address provided by me to NTS COMMUNICATIONS), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) NTS COMMUNICATIONS manages its Internet Network according to specific Practices and Procedures, which can be found at <https://www.vastbroadband.com>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <https://www.vastbroadband.com>.

**PIN #**

NTS COMMUNICATIONS requires that you create a 4-digit PIN that will be required when you request changes to your NTS COMMUNICATIONS Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify NTS COMMUNICATIONS if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with NTS COMMUNICATIONS on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact NTS COMMUNICATIONS and change the PIN. NTS COMMUNICATIONS is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.





## BUSINESS SERVICE ORDER

**BUSINESS:** Lamb County Courthouse

**CONTACT:** Mike DeLoach

**Phone:** 806-385-4222

**Fed Tax ID:**

**Date:** 02/27/2020

**Quote #:** OPP-057930

**PHYSICAL ADDRESS**

904 E.16th St.  
Littlefield Texas 79339

**BILLING ADDRESS**

904 E.16th St.  
Littlefield Texas 79339

**CONTRACT TERM**

36 month(s)

**SALES REP**

Luther Bosquez  
806-632-0293  
luther.bosquez@ntscom.com

Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
Business Phone Unlimited (3 yr)	Phone Line	Upgrade	1	\$12.80	\$0.00	\$12.80
Business Internet 75/37 (3 yr)	75/37	Upgrade	1	\$84.99	\$0.00	\$84.99
*Pricing subject to approval after internal review*				<b>Total:</b>	\$ 0.00	\$ 97.79

<b>Special Instructions:</b>	Precinct 3 Barn
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<b>Promotional Offer Details:</b>	
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<b>Directory Listing Information - Address:</b>			
<b>Directory Listing:</b>		<b>YP Heading:</b>	
<b>Listing:</b>		<b>SIC Code:</b>	
<b>Phone:</b>		<b>YPH Code:</b>	

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV surcharge and other programming cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to annual increases.

(Initials)





## NTS COMMUNICATIONS BUSINESS CUSTOMER AGREEMENT

This NTS COMMUNICATIONS Business Customer Agreement sets forth the terms and conditions under which NTS COMMUNICATIONS Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of NTS COMMUNICATIONS Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "NTS COMMUNICATIONS", "we", "us", or "our". The Services will be provided to you by the NTS COMMUNICATIONS company that operates in your service area.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to NTS COMMUNICATIONS, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by NTS COMMUNICATIONS either electronically or in writing, (ii) NTS COMMUNICATIONS begins providing the Services described in the Service Order, or (iii) NTS COMMUNICATIONS begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon NTS COMMUNICATIONS's engineering review to determine the serviceability of the premises. If NTS COMMUNICATIONS determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

**2. Terms and Conditions of Service.** Customer's use of the NTS COMMUNICATIONS Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <https://www.vastbroadband.com> (the "General Terms"), which may be modified by NTS COMMUNICATIONS from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <https://www.vastbroadband.com> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by NTS COMMUNICATIONS from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable NTS COMMUNICATIONS Tariffs, which are available for review at <https://www.vastbroadband.com>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by NTS COMMUNICATIONS, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the NTS COMMUNICATIONS Web site at <https://www.vastbroadband.com> (or any successor url(s)). Accordingly, customers and users of the NTS COMMUNICATIONS Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if NTS COMMUNICATIONS makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If NTS COMMUNICATIONS agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to annual increases. Other prices are subject to change. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and charges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO NTS COMMUNICATIONS'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: NTS COMMUNICATIONS'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. NTS COMMUNICATIONS MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE NTS COMMUNICATIONS MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY NTS COMMUNICATIONS IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF NTS COMMUNICATIONS DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR NTS COMMUNICATIONS SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR NTS COMMUNICATIONS PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE NTS COMMUNICATIONS SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER NTS COMMUNICATIONS PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, NTS COMMUNICATIONS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**6. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing





access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**7. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to NTS COMMUNICATIONS, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

**8. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to NTS COMMUNICATIONS for the listing service.

**9. Term and Termination; Early Termination Fee.** The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. If NTS COMMUNICATIONS terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be the reasonable expenses and costs incurred by NTS COMMUNICATIONS through the date of termination including but not limited to any third party costs incurred by NTS COMMUNICATIONS, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from NTS COMMUNICATIONS, if less than twelve months) purchased from NTS COMMUNICATIONS multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of NTS COMMUNICATIONS including, but not necessarily limited to, construction and installation costs, discounts or credits or competitive contract buyout charges. Customer agrees that NTS COMMUNICATIONS's damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

**10. Access to Premises and Installation of System.** Customer grants NTS COMMUNICATIONS the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to NTS COMMUNICATIONS, shall secure and maintain all necessary rights of access to the service location(s) for NTS COMMUNICATIONS to install, operate and remove its equipment and provide the Services. NTS COMMUNICATIONS in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If NTS COMMUNICATIONS's access rights to the service location are terminated or restricted, early termination fees will apply.

**11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**12. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both NTS COMMUNICATIONS and our program provider. Customer shall indemnify and hold NTS COMMUNICATIONS harmless against and from any violation of this provision.

**13. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized NTS COMMUNICATIONS Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on NTS COMMUNICATIONS. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without NTS COMMUNICATIONS's prior written consent. The parties acknowledge that NTS COMMUNICATIONS is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of NTS COMMUNICATIONS under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.**

NTS COMMUNICATIONS INTERNET, CABLE AND PHONE

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Luther Bosquez

Title: BAE

CUSTOMER

Signature: \_\_\_\_\_

Print Name: James M. DeLoach

Title: County Judge

Date: 2-28-2020

Tax ID #:

Service Address: 904 E.16th St. Littlefield Texas 79339

Phone: 806-385-4222

**CUSTOMER ACKNOWLEDGEMENT.** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) NTS COMMUNICATIONS may contact me at the phone number above (or such other phone number or email address provided by me to NTS COMMUNICATIONS), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) NTS COMMUNICATIONS manages its Internet Network according to specific Practices and Procedures, which can be found at <https://www.vastbroadband.com>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <https://www.vastbroadband.com>.

**PIN #**

NTS COMMUNICATIONS requires that you create a 4-digit PIN that will be required when you request changes to your NTS COMMUNICATIONS Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify NTS COMMUNICATIONS if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with NTS COMMUNICATIONS on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact NTS COMMUNICATIONS and change the PIN. NTS COMMUNICATIONS is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.