



# BUSINESS SERVICE ORDER

# DRAFT

**BUSINESS:** LAMB COUNTY-Library

**CONTACT:** Selena Ramirez

**Phone:** (806) 385-5223  
**Fed Tax ID:** 75-6001049

**Date:** 03/15/2023  
**Quote #:** OPP-030570

**PHYSICAL ADDRESS**

110 E. 6th Street  
Littlefield TX 79339

**BILLING ADDRESS**

100 E 6TH DR  
LITTLEFIELD TX 79339

**CONTRACT TERM**

36 month(s)

**SALES REP**

Michael Redmond  
806-782-9251  
michael.redmond@vexusfiber.com

Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Fiber Internet 550M	Vexus Fiber Internet 550MB/275MB	Upgrade	1	\$199.99	\$0.00	\$199.99
<b>*Pricing subject to approval after internal review*</b>				<b>Total:</b>	\$ 0.00	\$ 199.99

<b>Special Instructions:</b>	The procurement of these (product(s)/services(s) ) will be dependent upone the following conditions: 1: Final approval of next year's fiscal budget; 2, Contract confirmation by next year's library board: 3. Award of associated E-rate funding
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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)

## VEXUS BUSINESS CUSTOMER AGREEMENT

This VEXUS Business Customer Agreement sets forth the terms and conditions under which VEXUS 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 VEXUS 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 "VEXUS", "we", "us", or "our". The Services will be provided to you by the VEXUS company that operates in your service area.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to VEXUS, 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 VEXUS either electronically or in writing, (ii) VEXUS begins providing the Services described in the Service Order, or (iii) VEXUS 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 VEXUS's engineering review to determine the serviceability of the premises. If VEXUS 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 VEXUS Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <https://www.vexusfiber.com> (the "General Terms"), which may be modified by VEXUS 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.vexusfiber.com> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by VEXUS from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable VEXUS Tariffs, which are available for review at <https://www.vexusfiber.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 VEXUS, 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 VEXUS Web site at <https://www.vexusfiber.com> (or any successor url(s)). Accordingly, customers and users of the VEXUS 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 VEXUS 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 VEXUS 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 VEXUS'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: VEXUS'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. VEXUS MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE VEXUS 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 VEXUS IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF VEXUS DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR VEXUS 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 VEXUS PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE VEXUS SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER VEXUS 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, VEXUS 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 VEXUS, 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.

# VEXUS

**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 VEXUS 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 VEXUS 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 VEXUS through the date of termination including but not limited to any third party costs incurred by VEXUS, 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 VEXUS, if less than twelve months) purchased from VEXUS multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of VEXUS including, but not necessarily limited to, construction and installation costs, discounts or credits or competitive contract buyout charges. Customer agrees that VEXUS'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 VEXUS 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 VEXUS, shall secure and maintain all necessary rights of access to the service location(s) for VEXUS to install, operate and remove its equipment and provide the Services. VEXUS 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 VEXUS'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 VEXUS and our program provider. Customer shall indemnify and hold VEXUS 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 VEXUS Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on VEXUS. 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 VEXUS's prior written consent. The parties acknowledge that VEXUS 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 VEXUS 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.**

VEXUS INTERNET, CABLE AND PHONE

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

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

Print Name: Michael Redmond

Title: Business Sale Engineer

CUSTOMER

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

Print Name: James M. DeLoach

Title: County Judge

Date: 3-27-23

Tax ID #: 75-6001049

Service Address: 110 E. 6th Street Littlefield TX 79339

Phone: (806) 385-5223

**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) VEXUS may contact me at the phone number above (or such other phone number or email address provided by me to VEXUS), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) VEXUS manages its Internet Network according to specific Practices and Procedures, which can be found at <https://www.vexusfiber.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.vexusfiber.com>.

**PIN #** \_\_\_\_\_

VEXUS requires that you create a 4-digit PIN that will be required when you request changes to your VEXUS Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify VEXUS 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 VEXUS on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact VEXUS and change the PIN. VEXUS 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.