



Account Rep	JILL SAVILLE	System Address	
Phone Number	(928) 266-1948		
Fax Number	(866) 721-7630		

Customer Information		Authorized Customer Representative	
Account Number	100-5205252-01	Full Name	Kelly Riggs
Legal Company Name	GILA COUNTY	Telephone	928-402-8772
Street Address	608 E HWY 260 E	Fax	928-402-4386
City/State/Zip	PAYSON, AZ 85541	Email Address	kriggs@gilacountyaz.gov
Billing Address	1400 E. ASH ST	Federal Tax ID	86-6000444
City/State/Zip	GLOBE, AZ, 85501	Requested Delivery Date	Upon execution of Agreement

If Bar or Restaurant account, notate occupancy (1-50; 51-100; 101-150; 151-200; 201-300; 301-500; 501+)

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Monthly Recurring	One Time Activation & Setup Fees
Optical Ethernet 20Mbps/20Mbps Point to Point	1	\$700.00	36 Months	\$700.00	
Monthly Point to Point Connection Total	1	\$700.00	36 Months	\$700.00	\$0.00

Equipment Charges				
Description	Quantity	Unit Price	Included	Total Fee
Cisco Gear	2		Included	\$ 0.00

**Special Conditions – Point to Point locations**  
 Location A: 608 E. Hwy 260, Payson AZ 85541  
 Location Z: 108 W. Main Street, STE A, Payson, AZ 85541

Promotion Details

**NOTICE REGARDING 911 SERVICES**  
 While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 service will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.  
 By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and the Commercial Service Agreement, of which this Service Order is a part; (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above; and (v) you acknowledge that THIS BUSINESS SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement shall not be deemed effective until it has been executed by both parties. Final proposed prices in this Agreement are valid for 30 business days from the date below of the Suddenlink signatory. The prices are firm for the term of this Agreement when signed below by the Customer and by Suddenlink.

Customer Authorized Signature <i>Don E. McDaniel, Jr.</i>	Date 11/25/14
Print Name DON E. McDANIEL, JR.	Title COUNTY MANAGER
Cequel Communications, LLC dba Suddenlink Communications, on behalf of its affiliates providing services hereunder ("Suddenlink")	Date 11-20-14
GLEN A CLARK	TITLE REG. SALES MNGR
Print Name	Title

## Commercial Service Agreement

### TERMS OF SERVICE APPLICABLE TO ANY AND ALL SERVICE(S):

Customer, (also "County" herein) identified in the Service Order (defined in paragraph 1 below), understands and agrees that this Commercial Service Agreement, together with the Annex and any applicable tariff, (collectively, the "Agreement") applies to each and every communication service provided to Customer by Suddenlink Communications and any affiliate of Suddenlink Communications that to the extent such affiliate provides Services to you under this Agreement ("Suddenlink") ("Service(s)"), which may include, without limitation, cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service") and related equipment ("Equipment"). This Commercial Service Agreement, along with the Annex, each as may be updated from time to time, can be found on our website at [www.suddenlink.com](http://www.suddenlink.com).

1. **Agreement.** This Agreement shall be effective upon execution by the parties, and Services shall be provided for the Term (as defined in Section 6 below). Customer agrees to be bound to this Agreement by: (i) executing a copy of the Commercial Service Order presented to Customer at the time of installation ("Service Order"), (ii) ordering a Service, or (iii) using one or more Services at Customer's location. Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with this Agreement. Customer's continued use of the Services following such notice shall be deemed as Customer's acceptance to any revision in this Agreement. If Customer does not agree to the revised Agreement, Customer must immediately notify Suddenlink of Customer's intent to terminate Service and return all Equipment.

2. **Services and Use.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. The parties acknowledge and agree that, except for Web hosting, if applicable, and as otherwise set forth in the Commercial Services Order, Customer may only use the Services for its own commercial purposes and not that of any third party, and Customer shall not resell the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any. Unless otherwise expressly set forth in the Commercial Service Order, Customer acknowledges that pay per view events and premium video and audio services may not be available, and, if provided, may be subject to additional charges beyond the base rate. Suddenlink shall provide Customer with the Services and Equipment identified on Customer's Commercial Service Order; provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Unless provided otherwise herein, Suddenlink shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.

3. **Distribution System and Inside Wiring.** "Distribution System" shall mean (1) all distribution plant and associated electronics, equipment and wiring installed or provided by Suddenlink or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring defined below, and (2) all equipment furnished by Suddenlink at the premises. The installation of the Distribution System and Inside Wiring by Suddenlink will meet all applicable FCC specifications and will be installed in a good, workmanlike manner. Ownership of the Distribution System shall at all times be and remain in Suddenlink and shall be used exclusively by Suddenlink operations. Upon expiration or termination of this Agreement, Suddenlink shall continue to own and control the entire Distribution System. Upon termination of this Agreement and if Suddenlink is no longer providing Services to the premises, Suddenlink has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Suddenlink to Customer's reasonable satisfaction. Any part of the Distribution System remaining on the premises shall become the sole property of Customer. "Inside Wiring" shall mean that wiring located within the property. Ownership of the Inside Wiring shall at all times be and remain in Customer. Customer shall be responsible for the repair and maintenance of the Inside Wiring, in a good, workmanlike manner in accordance with all applicable codes, regulations, or laws.

4. **Payment.** Customer shall pay all monthly service charges, plus non-recurring, one-time set-up, installation and/or construction charges as set forth on the Commercial Service Order. Unless stated otherwise on the Commercial Service Order, Monthly Recurring Charges/Access Charges ("MRCs") for Services shall begin upon, and Non Recurring Charge/One-time Activation and Set-up Fees ("NRCs") if any shall be due upon, the commencement of Services. Any amount not received by the due date will be subject to additional fees as set forth below. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes, broadcast surcharges or other charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. Unpaid balances shall be subject to interest or late charges at the maximum rate allowed by law. Failure to pay the total balance when due may be grounds for Suddenlink to impose an administrative fee ("Administrative Fee") in accordance with applicable law. Any Administrative Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. Suddenlink does not extend credit to Suddenlink's customers and the Administrative Fee is not interest, a credit service charge or a finance charge. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due shall constitute a breach of this Agreement and may be grounds for termination of Service upon written notice to Customer if Customer has failed to correct such non-payment default within ten (10) days of written notice from Suddenlink, removal of Equipment from Customer's premises and/or imposition of an Administrative Fee in accordance with applicable law.

5. **Additional Fees.** In addition to MRCs, NRCs, late charges, interest, and any Administrative Fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. Additional charges, including attorney fees, may also be imposed if collection activities are required to recover past due balances. A list of fees is available on Suddenlink's website ([www.suddenlink.com](http://www.suddenlink.com)) ("Schedule of Fees"). Suddenlink reserves the right to amend or change the Schedule of Fees from time to time by posting the changes on Suddenlink's website.

6. **Term, Early Termination.** The term of the Service Order shall commence on the date that any Service commences and shall terminate upon the expiration or earlier termination of the term set forth on the Service Order (the "Term"). If a Service Order does not specify a term, the Term shall be one (1) year from the date that any Service commences. Upon the expiration of the Term, each Service Order(s) shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)") for three additional years unless prior notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Term and from time to time therein, Suddenlink may, modify the charges for HSI and/or Video Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term. If Customer cancels, terminates or downgrades the Service before the completion of the Term, or prior to the term of any promotional offer, Customer agrees to pay Suddenlink all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all recurring charges for the remaining balance of the Term or term of the promotional offer.

7. **Disputed Charges.** Customer must notify Suddenlink in writing of billing errors disputes or requests for credit within thirty (30) days after Customer receives the bill for which correction of an error or credit is sought. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

8. **Default.** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Suddenlink, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

9. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY REFUNDS OR CREDITS AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SUDDENLINK, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES, VENDORS, CARRIER PARTNERS, CONTENT PROVIDERS AND OTHER PERSONS OR ENTITIES INVOLVED IN PROVIDING THE SERVICES OR EQUIPMENT (COLLECTIVELY, THE "SUDDENLINK PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCLUDING DIRECT, SPECIAL, INDIRECT, INCIDENTAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, LOSS OF DATA, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR LEGAL FEES AND EXPENSES, SOUGHT BY CUSTOMER OR ANYONE ELSE USING CUSTOMER'S SERVICE ACCOUNT, AND/OR USE OF THE EQUIPMENT OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF SERVICES AND/OR EQUIPMENT OR CUSTOMER'S RELIANCE ON THE SERVICES AND/OR EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY THAT ARISES DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICES (INCLUDING THE INABILITY TO ACCESS EMERGENCY 911 OR E911 SERVICES), MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION,

DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN INSTALLATION, FAILURE TO MAINTAIN PROPER STANDARDS OF OPERATION, FAILURE TO EXERCISE REASONABLE SUPERVISION, DELAYS IN TRANSMISSION, BREACH OF WARRANTY OR FAILURE OF PERFORMANCE OF THE SERVICES AND/OR EQUIPMENT; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO SERVICES AND/OR EQUIPMENT, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. SUDDENLINK'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER FOR THE RESPECTIVE REGULAR BILLING PERIOD.

10. **WARRANTIES.** CUSTOMER AGREES THAT THE SERVICES AND EQUIPMENT ARE PROVIDED BY SUDDENLINK ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND SUDDENLINK DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. SUDDENLINK MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK. ALL USE OF THE SERVICES ARE PROVIDED AT CUSTOMER'S SOLE RISK AND CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S OR ANY USER'S USE OF THE SERVICES. THE SUDDENLINK

**Comment [SJ1]:** Gila County Board approved policy does not allow us to enter into any contracts for more than a four year period.

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PARTIES MAKE NO WARRANTIES THAT THE SERVICE, EQUIPMENT OR SOFTWARE ARE COMPATIBLE WITH ANY CUSTOMER EQUIPMENT AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR IMPAIRMENT OF SERVICE DUE IN WHOLE OR IN PART TO CUSTOMER EQUIPMENT. THE SUDDENLINK PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SUDDENLINK'S FACILITIES OR SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMMUNICATIONS. CUSTOMER AGREES THAT CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMMUNICATIONS AND THAT THE SUDDENLINK PARTIES WILL NOT BE LIABLE FOR ANY LOSS ASSOCIATED WITH SUCH UNAUTHORIZED ACCESS.

11. **Indemnity.** Customer shall indemnify and hold Suddenlink and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorney's fees) from and against any claim, actions or demands relating to or arising out of or related in any way to Customer's use of the Service, any other person's use of the Customer's account, the placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises including without limitation (i) any content or software displayed, distributed or otherwise disseminated by the Customer, its employees, or users of the Services, (ii) any claim that Customer's use of the Service including the registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any malicious act or act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of Suddenlink's Acceptable Use Policy ("AUP").

12. **Miscellaneous.** The Agreement constitutes the entire agreement between Suddenlink and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided however, that Suddenlink may modify this Agreement and the AUP and if Customer continues to use the Service, Customer shall be bound by such modifications. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Arizona.

The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any overnight mail service with proof of receipt; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. Suddenlink may also deliver any required or desired notice hereunder to Customer by contacting the telephone number on Customer's account. All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this

Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

13. **Regulatory Authority-Force Majeure.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation or any other cause beyond Suddenlink's reasonable control. Suddenlink may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Suddenlink's ability to perform its obligations under this Agreement.

14. **ARBITRATION.** CUSTOMER AND SUDDENLINK AGREE THAT ANY CLAIM, DISPUTE OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING ANY OF ITS COMPONENTS, THE SERVICES OR EQUIPMENT PROVIDED BY SUDDENLINK OR ANY ORAL OR

WRITTEN STATEMENTS, ADVERTISEMENTS OR PROMOTIONS RELATING TO THIS AGREEMENT OR TO THE SERVICES OR EQUIPMENT (COLLECTIVELY, "CLAIM") SHALL BE RESOLVED THROUGH ARBITRATION. ALL ARBITRATION SHALL BE INITIATED AND CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE AAA SHALL APPOINT THE ARBITRATOR. ARBITRATION MUST BE INITIATED BY CUSTOMER WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO THE DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH MUST BE INITIATED WITHIN THIRTY (30) DAYS). CUSTOMER WAIVES ANY CLAIM NOT FILED IN ACCORDANCE WITH THE PREVIOUS SENTENCE. THE PARTY INITIATING ARBITRATION SHALL GIVE NOTICE TO THE OTHER PARTY BY MAILING A COPY OF THE REQUEST FOR ARBITRATION TO THE OTHER PARTY AT THE ADDRESSES ON THE SERVICE ORDER. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED AND THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR THROUGH A REPRESENTATIVE, UNLESS APPLICABLE STATE LAW MANDATES OTHERWISE. ARBITRATION OF CLAIMS WILL BE CONDUCTED IN SUCH FORUM AND PURSUANT TO SUCH LAWS AND RULES RELATED TO COMMERCIAL ARBITRATION IN THE STATE OF NEW YORK THAT ARE IN EFFECT ON THE DATE OF THE NOTICE TO ARBITRATE.

15. **Assignment.** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Suddenlink, which consent may be withheld in Suddenlink's discretion. Suddenlink may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Suddenlink affiliates.

16. **Legal Arizona Workers Act Compliance:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights and the subcontractor's obligations under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional cost attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, pursuant to A.R.S. § 38-511, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

~~LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.~~

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~~for payment for services rendered and accepted material received by the County before the effective date of termination.~~



## Service Level Agreement

**I. Scope.** This Service Level Agreement (“SLA”) is incorporated into the Commercial Service Agreement by and between Suddenlink Business Services, LLC (“Suddenlink”) and the undersigned Customer. Suddenlink shall endeavor to meet the performance standards and services levels set forth in this SLA with respect to the Services provided to the undersigned Customer.

**A. Network Availability.** The Suddenlink network shall be available for use by Customer with the Services provided under the Agreement at least 99.99% of the available time (“Network Availability”). This parameter is calculated by dividing the number of minutes that the Services are available for Customer’s use by the total number of minutes in each calendar month and multiplying by 100. In calculating Network Availability, the reasons or causes set forth in Section A.3 of this SLA shall not be included in determining whether Suddenlink has met the applicable performance standard for Network Availability. For example, if the Services experience an outage for One (1) day due to a Force Majeure (flood) event, and otherwise experience no other outage or Service Interruption during the applicable month, Suddenlink will be deemed to have met the Network Availability performance standard of 99.99%.

**1. Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA. A Service Interruption is a loss of Services or a degradation of signal to the Customer that adversely affects the ability of Customer to use the Services. A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Suddenlink's Network Operations Center (NOC) under the methods and procedures set forth in Section II of this SLA and ends when Suddenlink restores the Services to Customer.

**2. Service Interruption Credits for Network Availability.** A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of the Credit Allowance shall be as follows:

<i>Services Interruption Length</i>	<i>Credit</i>
Less than 2 continuous hours	None
2 hours or More	1/30 of MRC due for the applicable month for each 2 hour period and additional fraction thereof

**3. Exceptions to Credit Allowance.** Credit Allowances shall not be provided for Services Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Customer; (iii) during any period in which Suddenlink is not allowed access to the premises of Customer to access Suddenlink equipment; (iv) due to scheduled maintenance and repair; or during the maintenance window (v) caused by or due to violations of the Suddenlink Acceptable Use Policy (data customers); (vi) caused by fiber optic cable cuts on the Customer’s property which are not the fault of Suddenlink; (vii) caused by a loss of service or failure of the Customer’s internal wiring or other customer equipment; or (viii) due to Force Majeure events. In no event shall Customer receive more than One (1) month’s MRC as credit for Service Interruptions or outages in any thirty (30) day period regardless of the number of Service Interruptions or outages. In the event that it is discovered that the Service interruption was at no fault of the Suddenlink network, and/or Suddenlink personnel and is further proven to be as a result of an issue from the Customer’s network, and/or personnel a “No-Fault Trouble Call” fee will be assessed to the customer of \$165 per hour with a 2-hour minimum deemed payable within the next billing cycle.

**4. Major Outage.** If three (3) times during the term of the Agreement, the Services to the Customer experience a Network Availability outage that falls below the 99.99% agreement, other than as a result of the causes set forth in Section A.3 above, Customer may terminate this Agreement without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 4. Within thirty (30) days of the occurrence of the 3rd Major Outage Customer shall notify Suddenlink in writing of its election to terminate this Agreement and this Agreement shall terminate upon Suddenlink's receipt of such notice. If Customer fails to notify Suddenlink within thirty (30) days of the 3rd Major Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate this Agreement under this Section 4 until the occurrence of a subsequent Major Outage, if any. Upon termination under this Section 4, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement.

**II. Trouble Reports.** Suddenlink shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service

Interruptions. Customer shall call Trouble Reports to 866-232-5455. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Suddenlink. In the event Suddenlink receives a Trouble Report from Customer, Suddenlink shall respond within 4 hours.

**III. Service Installation Intervals.**

**A. Service Installation and Availability.** Suddenlink shall endeavor to install, provision and make the Services available for Customer's use within ten (10) business days of the Requested Service Date set forth in the Customer Service Agreement. Service availability shall mean that Suddenlink has completed its obligations to install the Suddenlink equipment and facilities set forth in the Agreement necessary to provide Customer the Services.

**1. Installation Credit.** Suddenlink shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within Ten (10) business days of the service installation date that is mutually agreed to by Customer and Suddenlink. In this event, Customer will be entitled to an Installation Credit of an amount equal to one month's recurring charges (MRC) for the affected Services.

**2. Exceptions to Installation Delay Credits.**

Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Suddenlink to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Suddenlink's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

Installation Delay Credits do not apply to Suddenlink Business Phone services.

By signing below, Customer and Suddenlink agree to the terms and conditions of this Service Level Agreement.

**Customer:** GUA COUNTY  
**Signature:** [Handwritten Signature]  
**Title:** COUNTY MANAGER  
**Date:** 11/25/14

**Suddenlink:** GLEN A CLARK  
**Signature:** [Handwritten Signature]  
**Title:** RSM - AZ  
**Date:** 11-20-14