Ellensburg Telephone Company d/b/a FairPoint Communications
Customer Service Agreement

1002243833 — Account Number
JIM GOEBEN — Owner/Contact
07-31-13 — Month Day Year

KITTITAS COUNTY INFORMATION TECHNOLOGY
Customer or Business Name

205 W 5TH AVE
Mailing Address

SUITE 13
2nd Address Line

ELLENSBURG — Town/City
WA — State
98926 — Zip

512 N POPLAR ST
Physical Address if Different (E911)

ELLENSBURG — Town/City
WA — State
98926 — Zip

509.312.0213 — Reach Number
Fax Number
jim.goeben@co.kittitas.wa.us — E-Mail Address
Bill Malesich — Area Sales Manager
509.933.7419 — Phone

Term: 3 years; **Commencing:** Upon Last Signature Date

Services: 7x7mb Business Class Internet Delivered to 512 N Poplar St., Ellensburg, WA
Price: Monthly Recurring: $99.00

Description	Quantity	Total Monthly Recurring Cost
7mb BCI	1	*$99.00
Total		

*Price does not include applicable taxes or regulatory fees and surcharges.
† Regulated service subject to tariff

Customer has read and accepts all terms and conditions appearing on or attached to the Customer Service Agreement.

Kittitas County

X_____ _____
Signature Date
By: Obie O'Brien
Its: BOCC Chair

Ellensburg Telephone Company d/b/a FairPoint Communications

X_____ _____
Signature Date
By:
Its:

TERMS AND CONDITIONS

Scope of Agreement. Ellensburg Telephone Company d/b/a FairPoint Communications (the "Company") agrees to provide Customer with Services identified on this Customer Service Agreement. In addition to these Terms and Conditions, Customer is obligated to comply with Company's Acceptable Use Policy (AUP) a copy of which is viewable at www.fairpoint.com and is incorporated herein by reference. No Service may be resold by Customer. Unless otherwise terminated for cause as set forth herein, this Agreement shall, upon expiration, renew automatically for the same term as originally specified in this Customer Service Agreement at the then prevailing rate unless written notice of termination is received by Company at least thirty (30) days prior to the end of the applicable term. Services, or elements thereof, are further subject to the terms and conditions found in Company's tariffs filed with the relevant State Public Utility Commission or the FCC.

Rates, Payments and Financial Responsibility. All charges are due and payable on the invoiced due date. Undisputed charges not received on or before Customer's next invoiced due date shall be deemed past due. Company may assess a late fee of up to one and one half percent (1.5%) per month or as otherwise permitted by law on any past due balance. Customer shall be liable for all charges incurred as a result of Customer's use of Company's Services, including unauthorized use or use resulting from theft. If Customer fails to notify Company of any disputed charge within seven (7) calendar days of Customer's receipt of the invoice on which the charge appears, such charge shall be deemed valid. *Write to****: FairPoint Communications, 30 East Main, Westfield, NY 14787.*** If necessitated by any increase in the underlying provider rates, Company may increase its rates for the Services upon thirty (30) days prior written notice to Customer.

Taxes and Additional Charges. Customer is responsible for all federal, state and local regulatory fees and sales, use and excise taxes pertaining to Customer's use of the Services. Company reserves the right at any time during the term of this Agreement to pass through and invoice to Customer any existing, new or increased fees, assessments, taxes or other charges imposed on, required or allowed to be collected by Company by any governmental agency or municipality.

Deposits. Customer authorizes Company to review Customer's credit history. If Customer's credit history is found to be unsatisfactory, Company may cancel or suspend any pending Service Order, cancel or suspend any existing Service, or immediately terminate this Agreement. Alternatively, Company may require a deposit from Customer prior to completing any suspended Service Order, prior to restoring any suspended Service, or as a condition prerequisite to continuing any existing Service. Company may also require a deposit from Customer prior to restoring any cancelled or suspended Service or as a condition prerequisite to continuing any existing Service if Customer is in Default of this Agreement as set forth below or if Customer's usage charges exceed an established limit. Interest will accrue on Customer's deposit at a rate as required by the relevant State Public Utility Commission or FCC or other applicable law.

Termination by Customer; Term Commitment. If Customer prematurely terminates the Service, Customer shall be immediately liable to Company for an early termination fee consisting of (1) the total of any applicable termination fees provided by tariff for regulated services plus (2) the total of the fixed monthly charge for the non-regulated services multiplied by the number of months, and any fraction thereof, remaining in the applicable term. Customer shall in any event be liable for all charges accrued as of the termination date.

Default. Customer shall be in Default of this Agreement in the event: (a) Customer fails to timely pay any undisputed amount due hereunder; (b) Customer fails to timely pay any disputed amount due hereunder, upon resolution of the dispute in Company's favor; (c) Customer becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition of bankruptcy, and such proceeding is not dismissed within forty-five (45) calendar days; or if (d) Customer utilizes a Company Service for any unlawful purpose or any purpose other than that for which the Service was intended. In the event of Customer's Default, Company may, subject to applicable State Public Utility Commission or FCC requirements, terminate this Agreement or cancel or suspend any Service provided hereunder. Company reserves the right to require a deposit from Customer prior to restoring any cancelled or suspended Service or as a condition prerequisite to continuing any existing Service if Customer is in Default. Company may cancel or suspend any Service used in a manner which adversely affects Company's facilities or service to others. Customer shall in any event be liable for all charges accrued as of the termination, cancellation or suspension date plus an amount equal to the applicable fixed monthly charge for such Service multiplied by the number of months, and any fraction thereof, remaining in the applicable term.

Limitation of Liability and Indemnification. Company shall not be liable for any failure of performance of any of its obligations hereunder due to any cause beyond Company's control. Actual download speeds may be less than the line speed and will vary depending on factors including Internet and network congestion, the speed of web sites or servers contacted on the Internet and PC, software, LAN or Wan configurations. Company shall not be liable for any act or omission of any other entity furnishing a portion of any Service offered hereunder. ***Company's sole and exclusive liability to Customer on account of an interruption of Service shall be such charges for Service as would have accrued but for such interruption or failure***. Customer shall indemnify and hold Company harmless for all claims for damages, including reasonable attorneys' fees, resulting from claims for libel, slander, copyright infringement or infringement of any other right in intellectual property, or resulting from any other injury to any person, other entity, or to property arising in consequence of any content, material, information, or data transmitted over Company's facilities.

Customer's Liability under Preexisting Plans. Customer shall be solely responsible for settling any unpaid, pending, or disputed charges due or allegedly due for any and all services provided to Customer by Customer's previous carrier or by any other carrier. In no event shall Company be responsible for reimbursing or otherwise compensating Customer for any charges due Customer's previous carrier (or any other carrier) for early termination of any term plan or agreement.

NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE FURNISHING OF SERVICES HEREUNDER; OR FOR FAILURE TO COMPLY WITH A DIRECTION TO INSTALL, RESTORE OR TERMINATE SERVICES HEREUNDER; OR FOR FAILURES, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS OR THE LIKE OCCURRING IN THE COURSE OF FURNISHING ANY SERVICES HEREUNDER. "CONSEQUENTIAL DAMAGES" AS UNDERSTOOD HEREIN SHALL MEAN CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE, OR LIKE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUES, PROFITS, SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, WARRANTY, STRICT LIABILITY, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF COMPANY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO WARRANTY. COMPANY PROVIDES THE SERVICE "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED AS TO THE DESCRIPTION, COMPLETENESS, QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICES PROVIDED HEREUNDER. COMPANY NEITHER REPRESENTS NOR WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED USE OR ACCESS BY THIRD PARTIES.

Miscellaneous. Company may freely assign this Agreement without Customer's consent, subject to applicable State Public Utility Commission or FCC requirements. Customer agrees to obtain Company's prior written consent, via the execution by Customer and Company of a "Change of Responsible Party" or like agreement *in a form provided by Company*, prior to transfer of Customer's responsibilities under this Agreement. Any equipment installed by Company on Customer's premises shall remain under Company's sole ownership and must be relinquished to Company on request. Customer shall allow Company reasonable access to Company equipment installed on Customer's premises. Customer shall be liable to Company for any damage caused to the equipment resulting from misuse, abuse or negligence. This Agreement shall be governed by the laws of the State of Washington. The failure of either party to insist upon the strict compliance with any terms or conditions of this Agreement shall not be construed as a waiver of any subsequent breach. No provision of this Agreement which may be unenforceable shall invalidate any other provision herein. This Agreement may be executed simultaneously in one or more counterparts, each of which when executed will be deemed an original, but all of which taken together will constitute one and the same instrument. Facsimile and scanned signatures shall constitute originals. This Agreement may only be modified by a written instrument executed by both parties.

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Customer Initial