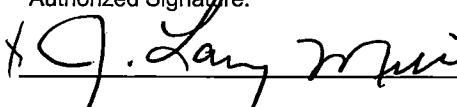


AGREEMENT NO. 2021-19

CLEARWAVE MASTER SERVICES AGREEMENT MSA-AGR-00005567 County of Franklin - TERMS AND CONDITIONS

This Master Services Agreement ("MSA") is between Delta Communications, LLC d/b/a Clearwave Communications ("Clearwave") and Customer and is effective on the date it is signed by Clearwave ("Effective Date"). Customer must execute and deliver the MSA to Clearwave. The person executing this MSA ("Contracting Agent") is a natural person employed by the business, corporation, partnership, LLC, sole proprietorship, educational institution, or government agency on whose behalf the Contracting Agent is signing ("Customer") and is acting as an agent with the express authority of the Customer. By signing this MSA, the Contracting Agent represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this MSA on behalf of Customer. The Contracting Agent represents and warrants that the execution and delivery of this MSA and the performance of the Customer's obligations hereunder have been duly authorized by the Customer and that this MSA is a valid and legal agreement binding on the Customer and enforceable in accordance with its terms.

"Customer": County of Franklin (901 Public Square
Ste 5 Benton, IL 62812)

County of Franklin	Clearwave Communications
Authorized Signature: 	Authorized Signature: SEE NEXT PAGE
Printed Name: J. Harry Miller	Printed Name:
Title: Chairman - County Board	Title:
Date: 11/1/2021	Date:


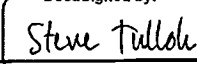
1. Definitions.


- "Affiliate" means any entity controlled by, controlling or under common control with a party.
- "AUP" means the Clearwave Acceptable Use Policy.
- "BSO" means one or more Business Service Order(s) executed by Customer and Clearwave defining the Services to be performed under this MSA.
- "Cancellation Charge" means cancellation or termination charges that apply when Customer cancels Service without Cause or the Company cancels Service for Cause, as described in a BSO. If there are no specific Cancellation Charges stated in a BSO, the Cancellation charges will equal (a) the standard MRC rate applicable to the Services to be provided under the terminated BSO, multiplied by the number of months remaining in the then current Term for such Services, plus (b) any charges incurred by Clearwave from a third party provider as a result of such early termination.
- "Cause" means the failure of a party to perform a material obligation under this MSA, which failure is not remedied: (a) for payment defaults by Customer, within five days after receipt of written notice from Clearwave of such default; or (b) for any other material breach, within 30 days after receipt of written notice (unless a different notice period is specified in this MSA).
- "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including Customer information and CPNI), and that: (a) the receiving party knows or has reason to know is Confidential, proprietary, or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential information will not include information that is in the public domain through no breach of this MSA by the Receiving party or is already known or is independently developed by the receiving party.
- "Convenience" means any reason other than Cause
- "CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service
- "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related Information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products,

**CLEARWAVE MASTER SERVICES AGREEMENT
MSA-AGR-00005567
County of Franklin - TERMS AND CONDITIONS**

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"Customer": County of Franklin (901 Public Square Ste 5 Benton, IL 62812)

County of Franklin	Clearwave Communications
Authorized Signature: 	Authorized Signature: <small>DocuSigned by:</small> 
Printed Name: <i>J. Harry Miller</i>	Printed Name: Steve Tulloh
Title: <i>Chairman - County Board</i>	Title: Sr Dir Sales, Biz Svcs
Date: <i>11/1/2021</i>	Date: 11/9/2021

ds 11/9/2021


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- "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related Information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products,

services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address or telephone number.

- "Demarcation Point" means the point at which Clearwave's facilities end and the customer's premise wiring and equipment begins.
- "End User" means customer's members, end users, customers, or any other third parties who use or access the Services or the Clearwave network via the Services.
- "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, cable cut not caused by Clearwave, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.
- "Measurement Period" means each monthly billing cycle following the Effective Date.
- "MRC" means monthly recurring charge.
- "NRC" means non-recurring or Installation charge.
- "Outage" means a complete loss of service.
- "Regulatory Activity" is a regulation or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.
- "Revenue Commitments" means the obligation of Customer to pay for Services as described in one or more BSO(s).
- "RSS" means as applicable: Clearwave's International Rates and Services Schedule as contained in its Tariff, a copy of which to be supplied upon request.
- "Service Descriptions" are contained in the BSO.
- "Start of Service Date" means the date Clearwave notifies Customer that the Service is provisioned and ready for use.
- "Tariff" includes as applicable: Clearwave Communication's state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules, incorporated by this reference. Clearwave reserves the right to amend, change, withdraw or file additional Tariffs or RSS in its sole discretion, with such updated Tariffs or RSS effective upon posting or upon fulfillment of any necessary regulatory requirements.
- "Taxes" means federal, state, and local excise, gross receipts, sales privilege, or other tax (other than net income) now or in the future imposed by any government entity (whether such Taxes are assessed by a government authority directly upon Clearwave or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges, which are required or permitted to be assessed on the Customer.
- "Term" means, collectively, the Initial Term and each Renewal Term.

2. Services. Clearwave will provide, and Customer will purchase, the services ("Services") set forth in BSO(s) attached hereto and/or incorporating this MSA by reference. Customer agrees that it will not resell the Services and acknowledges that breaching this requirement will result in immediate termination of Service. Customer agrees that its use of the Services will comply with all applicable laws and regulations. Clearwave will provide Service if: (a) there is a valid, accurate, and complete BSO executed by Customer and Clearwave; and (b) adequate capacity is available. Clearwave may change features or functions of its Services in its sole discretion. For material changes, Clearwave will provide 30 days prior written notice, but may provide a shorter notice period if the change is based upon Regulatory Activity.

3. Term; Commitment. At the end of the initial Term, this MSA will continue month to month for up to 180 days while a renewal Term is negotiated, if not terminated earlier in accordance with this MSA by the Customer by: (a) providing written notice to the other party of its intention not to renew the MSA at least 60 days prior to the expiration of the then current term; or (b) for Cause. If a renewal Term is not agreed upon within 180 days of the initial Term ending and Customer fails to terminate in accordance with this MSA, this MSA will automatically renew for consecutive renewal periods equal to the initial Term. Unless specified otherwise in a BSO, customer will pay the rates specified in a BSO for the Services described therein for the duration of the Term. Notwithstanding the preceding sentence, Clearwave reserves the right to modify rates and charges due to Regulatory Activity and will provide as much prior written notice as practicable but not less than 14 calendar days' notice. Each BSO will become binding upon execution by Customer and Clearwave and will remain in effect from the Start of Service Date through the end of the Term. Billing for Services will commence on the Start of Service Date.

4. Payment. Customer must pay Clearwave all Service fees and related charges within 30 days after the invoice date. Any amount not paid when due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law or required by Tariff. Customer must also pay Clearwave any applicable Taxes assessed in connection with Customer's Services. Taxes are subject to change. Clearwave may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition.

5. Licenses; Dispatch Fee.

- **5.1** If Clearwave must access a building that houses Customer's premises to install, operate, or maintain Service or associated Clearwave equipment, customer will provide or secure at Customer's expense the following items: (a) appropriate space and power; and (b) access, rights and/or licenses.
- **5.2** Any facilities, to include Customer owned cabling, or equipment repairs on Customer's side of the Demarcation Point are Customer's responsibility. If Customer requests a technician visit for a problem that Clearwave determines: (a) not to be caused by Clearwave facilities or equipment on the Clearwave side of the Demarcation Point; or (b) is on customer's side of the Demarcation Point, Clearwave will assess a separate dispatch fee. Clearwave will notify Customer and obtain Customer's authorization before dispatching a technician.

6. Disclaimer of Warranties. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS MSA OR A BSO, CLEARWAVE DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN MSA OR A BSO, CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES. CLEARWAVE DISCLAIMS: (A) ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PARTY AS A RESULT OF ANY CPE; AND (B) ALL WARRANTIES FOR CPE.

7. Limitation of Liability.

- **7.1** NEITHER PARTY, NOR ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS MSA, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, THE CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE APPLICABLE SERVICE LEVEL AGREEMENT; OR (B) IF NO SERVICE

LEVEL AGREEMENT EXISTS, THE TOTAL MRC'S OR USAGE CHARGES PAID BY CUSTOMER TO CLEARWAVE FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY'S TOTAL AGGREGATE LIABILITY RELATED TO THIS MSA WILL NOT EXCEED THE TOTAL MRC'S AND USAGE CHARGES PAID BY CUSTOMER FOR CLEARWAVE UNDER THIS MSA IN THE THREE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").

- **7.2** This limitation of liability and Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligation for charges under this MSA (e.g., Service charges, Taxes, interest and Cancellation Charges).
- **7.3** Any claim relating to this MSA must be brought within the term of the agreement, or within 60 days following the end of the term or termination.

8. Personal Injury, Death, and Property Damage. Each party will be responsible to the other party for the actual, physical damages directly caused by its negligent acts or omissions in the course of its performance under this MSA, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property. Damages under this section will be subject to the limitation of liability in this MSA but not the Damage Cap.

9. Indemnification. Each party will defend and indemnify the other party, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, involving personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of the indemnifying party. Customer will also defend and indemnify Clearwave, its Affiliates, agents and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or its End Users, or any AUP violation.

10. Termination

- **10.1 Service; BSO.** Either party may terminate an individual Service or a BSO: (a) in accordance with the individual BSO's term requirements with 60 days prior written notice to the other party; or (b) for Cause. If Service or a BSO is terminated by Customer for any reason other than for Cause or by Clearwave for Cause, then Customer will pay Cancellation Charges under the terms of the BSO. Customer will remain liable for charges accrued but unpaid as of the termination date.
- **10.2 Agreement.** Either party may terminate this MSA and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term; or (b) for Cause. If Customer terminates this MSA for Service-related claims, Cause to terminate an individual BSO will not constitute Cause to terminate this MSA; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable service level agreement, BSO, or Tariff. If Customer terminates this MSA for convenience or Clearwave terminates it for Cause prior to the conclusion of the Term, then Customer will pay the total Cancellation Charges that apply for terminating all Clearwave Service at the time the Agreement is terminated.

11. CPNI. Clearwave is required by law to treat CPNI confidentially. Customer agrees that Clearwave may share CPNI within its business operations and with businesses acting on Clearwave's behalf to determine if Customer could benefit from the wide variety of Clearwave products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing Clearwave in writing. Customer's decision regarding Clearwave's use of CPNI will not affect the quality of service Clearwave provides Customer.

12. Confidentiality; Publicity. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this MSA or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this MSA) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. Clearwave's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this MSA, provided that the disclosing party gives the non-disclosing party reasonable prior written notice.

13. Governing Law; Dispute Resolution.

- **13.1 Governing Law; Forum.** Illinois state law, without regard to choice-of-law principles, governs all matters relating to this MSA. Any legal proceeding relating to this MSA will be brought in a state court of competent jurisdiction. But Clearwave may, at its discretion, initiate proceedings in Harrisburg, Illinois to collect undisputed amounts billed.
- **13.2 Waiver of Jury Trial and Class Action.** Illinois state law, without regard to choice-of-law principles, governs all matters relating to this MSA. Any legal proceeding relating to this MSA will be brought in a state court of competent jurisdiction. But Clearwave may, at its discretion, initiate proceedings in Harrisburg, Illinois to collect undisputed amounts billed.
- **13.3 Collection Fees.** In the event Clearwave incurs fees or expenses, including attorney's fees, court costs, costs of investigation and related expenses in collecting or attempting to collect, any charges owed to Clearwave, the Customer will be liable to Clearwave for the payment of all such fees and expenses reasonably incurred.

14. Service.

- **14.1 Description.** Service is a voice and data solution that is designed for access to the Publicly Switched Telephone Network (PSTN), private communications between Customer's sites, or public (dedicated) Internet connectivity. Service is subject to the Clearwave Network SLA, which provides Customer's sole remedy for any Outage or deficiencies. Clearwave reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service. Clearwave will assign Internet address space for the benefit of customer during the term. Neither customer nor any End Users will own or route these addresses. Clearwave owns all such IP addresses and, upon termination of Service, customer's access to the IP addresses will cease. Clearwave reserves the right to change Customer's IP address(s) with one month notice to do so. Costs incurred by Customer from third party billing for IT services for IP address changes is not the responsibility of Clearwave.
- **14.2 Equipment.** Equipment provided by Clearwave to terminate fiber and to provide service to Customer will remain property of Clearwave. Customer will be responsible for replacement of such equipment in the event of loss due to theft, fire, water, smoke, or any damage caused by the Customer.
- **14.3 Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, Clearwave makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and network address translation (NAT) policies) and security response procedures. Service issues and interruptions caused by malfunctions in either or both of the Customer's or End User's data or telephone equipment or networks is not the responsibility of Clearwave.

15. Term; Cancellation. This MSA will commence upon the Effective Date of the Agreement (or, if applicable, a BSO is added to the Agreement after its Effective Date) and will remain in effect until cancelled. Either party may cancel this MSA with at least 60 days prior written notice to the other party. For any Service that does not remain installed and in service from the Start of Service Date through end of the Initial Term or any Renewal Term, Customer will pay Clearwave the applicable Cancellation Charge.

16. Acceptable Use Policy (AUP). All use of the Services must comply with the AUP. Clearwave may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect Clearwave's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of Clearwave's networks, systems, services, web sites, and products. The Clearwave AUP is posted at www.clearwave.com.

17. Notices.

- **17.1 Required Notices.** Unless otherwise provided in this MSA, all required notices to Clearwave must be in writing, sent to P.O Box 808, Harrisburg, IL 62946; Fax: 618-294-8200; Attn., Legal Dep't., and to Customer at the address indicated in the signature block or its then current address as reflected in Clearwave's records, Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein or in a BSO, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.
- **17.2 Service Termination Notices.** Customer's notice of termination for Clearwave Services must be sent via mail, facsimile or e-mail To: Clearwave Communications, P.O. Box 808, Harrisburg, IL 62946 Fax: 618-294-8200, e-mail: customer@clearwave.com. Such termination will be effective 30 days after Clearwave's receipt of the notice, unless a longer period is otherwise required.

18. Assignment. Either party may assign this MSA without the other's party prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; (c) to an Affiliate; or (d) to satisfy a regulatory requirement imposed upon a party by a government body with appropriate authority; provided such party gives the other party 30 days' prior written notice of such assignment. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by Clearwave, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

19. General. This MSA is intended solely for Clearwave and Customer and not to benefit any other person or entity (e.g., End Users). If any term of this MSA is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Except for time requirements as specifically stated in a BSO or service level agreement, neither party's failure to insist upon strict performance of any provision of this MSA will be construed as a waiver of any of its rights hereunder. All terms of this MSA that should by their nature survive the termination of this MSA will so survive. In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: a BSO then this MSA. If Services are provided pursuant to a Tariff, RSS as described in the applicable BSOs, the order of precedence will apply in the following descending order of control: Tariff, BSO, MSA and RSS. Certain BSOs may contain terms that vary considerably from the terms set forth in this MSA. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. Except for Service modifications initiated by Clearwave or as set forth in a BSO, all amendments to this MSA must be in writing and signed by the parties' authorized representatives. Each party reserves the right at any time to reject any handwritten change to this MSA. Customer represents that its full legal name is accurately stated, the person signing this MSA is duly authorized to do so, and the execution of this MSA is not in conflict with any laws, charters, bylaws, articles of association, or agreements to which customer is bound or affected. Clearwave may act in reliance upon any instruction or signature reasonably believed by Clearwave to be genuine.

20. Entire Agreement. This MSA and any applicable BSO, Tariff or RSS constitute the entire agreement between Customer and Clearwave and supersede all prior oral or written agreements or understandings relating to this subject matter.

21. Counterparts. The parties may execute this MSA in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

**Business Service Order****Internet Access (IA)**

BSO-112495

Sales Rep: Jade Money

MSA- AGR-00005567

Printed: 11/04/2021

Section 1) Service Location Information

Primary Service Loc A:	Location A Details:	Site Contact:	IT Contact:
Franklin County Campbell Building	In City Limits?: true - NAICS: 921120	Gayla Sink	Erick Christy
901 Public Square	Lat: 37.996269 Lon: -88.920308	(618) 439-3743	(618) 438-5005
Benton, IL 62812	Authorized Parties: Gayla Sink, Randall Crocker	gaylasink@franklinco ntyil.org	altern8@ceillinois.co m

Section 2) Billing Account Information

Customer Billing Name:	Billing Details:	Billing Main Contact:	Alt Contact:
County of Franklin	Main Phone#: 618-439-2011	Gayla Sink	Mobile:
901 Public Square Ste 5	Lat: 37.996794 Lon: -88.920511	(618) 439-3743	Fax: 618-439-4119
Benton, ILLINOIS 62812	SSN/FEIN: 37-6000838	gaylasink@franklinco ntyil.org	NAICS: 921120

Section 3) Service Order Request

Service Description:	Term (Months)	Billing Period	Qty	Price	MRC Total
Franklin County Campbell Building					
-300 Mbps/50 Mbps Internet Access	60	Monthly	1	\$439.00	\$439.00
-Discount Amount (Data)	60	Monthly	1	(\$40.00)	(\$40.00)

Total Contract Liability is 60 months totaling \$23,940.00 plus any applicable taxes and fees.

First month's bill will include one month of billing in advance and a partial billing of up to one month from the start of service.



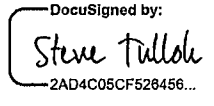
Section 4) Service Notes / Comments

This Business Service Order ('BSO') and Services provided hereunder are governed by the Master Services Agreement ('MSA') between County of Franklin and Delta Communications, LLC d/b/a Clearwave Communications ('Clearwave').

Representation regarding Authority of Parties/Signatories: The person executing this BSO ("Contracting Agent") is a natural person employed by the business, corporation, partnership, LLC, sole proprietorship, educational institution, or government agency on whose behalf the Contracting Agent is signing ("Customer") and is acting as an agent with the express authority of the Customer. By signing this BSO, the Contracting Agent represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this BSO on behalf of Customer. The Contracting Agent represents and warrants that the execution and delivery of this BSO and the performance of the Customer's obligations hereunder have been duly authorized by the Customer and that this BSO is a valid and legal agreement binding on the Customer and enforceable in accordance with its terms.

By signing below, the contracting Agent acknowledges and agrees to the following: I hereby authorize Clearwave to obtain credit information regarding the Customer. If applicable I authorize Clearwave to change Customer's local and/or long distance services and I acknowledge and agree to all the terms and conditions of this agreement as outlined in the Clearwave Tariff. A copy of the tariff is available at www.clearwave.com. If automatic payments are requested and credit card information provided above, I hereby authorize Clearwave to charge the credit card according to the frequency level indicated above. I understand that it is Customer's responsibility to contact Customer's previous service provider(s) (local phone, long distance, internet service provider) to cancel any left behind services and/or close Customer's account with them following switching to Clearwave. Changes to accounts may take up to 45 days to go into effect. Up to 60 days' notice may be required to cancel service. See MSA contract terms.

County of Franklin	Clearwave Communications
Authorized Signature:	Authorized Signature:
	SEE NEXT PAGE
Printed Name: J. Larry Miller	Printed Name:
Title: Chairman - County Board	Title:
Date: 11/1/2021	Date:

	Business Service Order		Internet Access (IA)		
	BSO-112495		Sales Rep: Jade Money		
	MSA- AGR-00005567		Printed: 11/04/2021		
Section 1) Service Location Information					
Primary Service Loc A:	Location A Details:	Site Contact:	IT Contact:		
Franklin County Campbell Building	In City Limits?: true - NAICS: 921120	Gayla Sink	Erick Christy		
901 Public Square	Lat: 37.996269 Lon: -88.920308	(618) 439-3743	(618) 438-5005		
Benton, IL 62812	Authorized Parties: Gayla Sink, Randall Crocker	gaylasink@franklincountyil.org	altern8@ceillinois.com		
Section 2) Billing Account Information					
Customer Billing Name:	Billing Details:	Billing Main Contact:	Alt Contact:		
County of Franklin	Main Phone#: 618-439-2011	Gayla Sink	Mobile:		
901 Public Square Ste 5	Lat: 37.996794 Lon: -88.920511	(618) 439-3743	Fax: 618-439-4119		
Benton, ILLINOIS 62812	SSN/FEIN: 37-6000838	gaylasink@franklincountyil.org	NAICS: 921120		
Section 3) Service Order Request					
Service Description:	Term (Months)	Billing Period	Qty	Price	MRC Total
Franklin County Campbell Building					
-300 Mbps/50 Mbps Internet Access	60	Monthly	1	\$439.00	\$439.00
-Discount Amount (Data)	60	Monthly	1	(\$40.00)	(\$40.00)
Total Contract Liability is 60 months totaling \$23,940.00 plus any applicable taxes and fees. <small>First month's bill will include one month of billing in advance and a partial billing of up to one month from the start of service.</small>					
Section 4) Service Notes / Comments					
<p><i>This Business Service Order ('BSO') and Services provided hereunder are governed by the Master Services Agreement ('MSA') between County of Franklin and Delta Communications, LLC d/b/a Clearwave Communications ('Clearwave').</i></p> <p>Representation regarding Authority of Parties/Signatories: The person executing this BSO ("Contracting Agent") is a natural person employed by the business, corporation, partnership, LLC, sole proprietorship, educational institution, or government agency on whose behalf the Contracting Agent is signing ("Customer") and is acting as an agent with the express authority of the Customer. By signing this BSO, the Contracting Agent represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this BSO on behalf of Customer. The Contracting Agent represents and warrants that the execution and delivery of this BSO and the performance of the Customer's obligations hereunder have been duly authorized by the Customer and that this BSO is a valid and legal agreement binding on the Customer and enforceable in accordance with its terms.</p> <p>By signing below, the contracting Agent acknowledges and agrees to the following: I hereby authorize Clearwave to obtain credit information regarding the Customer. If applicable I authorize Clearwave to change Customer's local and/or long distance services and I acknowledge and agree to all the terms and conditions of this agreement as outlined in the Clearwave Tariff. A copy of the tariff is available at www.clearwave.com. If automatic payments are requested and credit card information provided above, I hereby authorize Clearwave to charge the credit card according to the frequency level indicated above. I understand that it is Customer's responsibility to contact Customer's previous service provider(s) (local phone, long distance, internet service provider) to cancel any left behind services and/or close Customer's account with them following switching to Clearwave. Changes to accounts may take up to 45 days to go into effect. Up to 60 days' notice may be required to cancel service. See MSA contract terms.</p>					
County of Franklin			Clearwave Communications		
Authorized Signature:			Authorized Signature:		
					
Printed Name: J. Larry Miller			Printed Name: Steve Tulloh		
Title: Chairman - County Board			Title: Sr Dir Sales, Biz Svcs		
Date: 11/1/2021			Date: 11/9/2021		

DS 11/9/2021
 RS

**Business Service Order****Hosted Phone Service**

BSO-112499

Sales Rep: Jade Money

MSA- AGR-00005567

Execution Copy

Section 1) Service Location Information

Primary Service Loc A:	Location A Details:	Site Contact:	IT Contact:
Franklin County Campbell Building	In City Limits?: true - NAICS: 921120	Gayla Sink	Erick Christy
901 Public Square	Lat: 37.996269 Lon: -88.920308	(618) 439-3743	(618) 438-5005
Benton, IL 62812	Authorized Parties: Gayla Sink, Randall Crocker	gaylasink@franklincoun tyil.org	altern8@ceillinois.com

Section 2) Billing Account Information

Customer Billing Name:	Billing Details:	Billing Main Contact:	Alt Contact:
County of Franklin	Main Phone#: 618-439-2011	Gayla Sink	Mobile:
901 Public Square Ste 5	Lat: 37.996794 Lon: -88.920511	(618) 439-3743	Fax: 618-439-4119
Benton, ILLINOIS 62812	SSN/FEIN: 37-6000838	gaylasink@franklincoun tyil.org	NAICS: 921120

Section 3) Service Order Request

Service Description:	Term (Months)	Billing Period	Qty	Price	MRC Total
Franklin County Campbell Building					
-Hosted Phone Circuit	60	Monthly	1	\$1,260.00	\$1,260.00
-VVX 501 Phone	60	Monthly	63	\$0.00	\$0.00
-Unlimited CONUS LD Plan	60	Monthly	1	\$0.00	\$0.00

Total Contract Liability is 60 months totaling \$75,600.00 plus any applicable taxes and fees.


First month's bill will include one month of billing in advance and a partial billing of up to one month from the start of service.

Section 4) Service Notes / Comments

This Business Service Order ("BSO") and Services provided hereunder are governed by the Master Services Agreement ("MSA") between County of Franklin and Delta Communications, LLC d/b/a Clearwave Communications ("Clearwave").

Representation regarding Authority of Parties/Signatories: The person executing this BSO ("Contracting Agent") is a natural person employed by the business, corporation, partnership, LLC, sole proprietorship, educational institution, or government agency on whose behalf the Contracting Agent is signing ("Customer") and is acting as an agent with the express authority of the Customer. By signing this BSO, the Contracting Agent represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this BSO on behalf of Customer. The Contracting Agent represents and warrants that the execution and delivery of this BSO and the performance of the Customer's obligations hereunder have been duly authorized by the Customer and that this BSO is a valid and legal agreement binding on the Customer and enforceable in accordance with its terms. By signing below, the contracting Agent acknowledges and agrees to the following: I hereby authorize Clearwave to obtain credit information regarding the Customer. If applicable I authorize Clearwave to change Customer's local and/or long distance services and I acknowledge and agree to all the terms and conditions of this agreement as outlined in the Clearwave Tariff. A copy of the tariff is available at www.clearwave.com. If automatic payments are requested and credit card information provided above, I hereby authorize Clearwave to charge the credit card according to the frequency level indicated above. I understand that it is Customer's responsibility to contact Customer's previous service provider(s) (local phone, long distance, internet service provider) to cancel any left behind services and/or close Customer's account with them following switching to Clearwave. Changes to accounts may take up to 45 days to go into effect. Up to 60 days' notice may be required to cancel service. See MSA contract terms.

County of Franklin	Clearwave Communications
Authorized Signature:	Authorized Signature:
	SEE NEXT PAGE
Printed Name: A. Nancy Miller	Printed Name:
Title: Chairman - County Board	Title:
Date: 11/1/2021	Date:

	Business Service Order	Hosted Phone Service
	BSO-112499	Sales Rep: Jade Money
	MSA- AGR-00005567	Execution Copy

Section 1) Service Location Information			
Primary Service Loc A:	Location A Details:	Site Contact:	IT Contact:
Franklin County Campbell Building	In City Limits?: true - NAICS: 921120	Gayla Sink	Erick Christy
901 Public Square	Lat: 37.996269 Lon: -88.920308	(618) 439-3743	(618) 438-5005
Benton, IL 62812	Authorized Parties: Gayla Sink, Randall Crocker	gaylasink@franklincoun tyil.org	altern8@ceillinois.com

Section 2) Billing Account Information			
Customer Billing Name:	Billing Details:	Billing Main Contact:	Alt Contact:
County of Franklin	Main Phone#: 618-439-2011	Gayla Sink	Mobile:
901 Public Square Ste 5	Lat: 37.996794 Lon: -88.920511	(618) 439-3743	Fax: 618-439-4119
Benton, ILLINOIS 62812	SSN/FEIN: 37-6000838	gaylasink@franklincoun tyil.org	NAICS: 921120

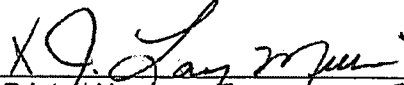
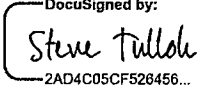
Section 3) Service Order Request					
Service Description:	Term (Months)	Billing Period	Qty	Price	MRC Total
Franklin County Campbell Building					
-Hosted Phone Circuit	60	Monthly	1	\$1,260.00	\$1,260.00
-VVX 501 Phone	60	Monthly	63	\$0.00	\$0.00
-Unlimited CONUS LD Plan	60	Monthly	1	\$0.00	\$0.00

Total Contract Liability is 60 months totaling \$75,600.00 plus any applicable taxes and fees.
 First month's bill will include one month of billing in advance and a partial billing of up to one month from the start of service.

Section 4) Service Notes / Comments

This Business Service Order ("BSO") and Services provided hereunder are governed by the Master Services Agreement ("MSA") between County of Franklin and Delta Communications, LLC d/b/a Clearwave Communications ("Clearwave").

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County of Franklin	Clearwave Communications
Authorized Signature:	Authorized Signature:
	
Printed Name: S. Lanky Miller	Printed Name: Steve Tullloh
Title: Chairman - County Board	Title: Sr Dir Sales, Biz Svcs
Date: 11/1/2021	Date: 11/9/2021

	Business Service Order	Hosted Phone Service
	BSO-112503	Sales Rep: Jade Money
	MSA- AGR-00005567	Execution Copy

Section 1) Service Location Information

Primary Service Loc A:	Location A Details:	Site Contact:	IT Contact:
Franklin County Campbell Building	In City Limits?: true - NAICS: 921120	Gayla Sink	Erick Christy
901 Public Square	Lat: 37.996269 Lon: -88.920308	(618) 439-3743	(618) 438-5005
Benton, IL 62812	Authorized Parties: Gayla Sink, Randall Crocker	gaylasink@franklincoun tyil.org	altern8@ceillinois.com

Section 2) Billing Account Information

Customer Billing Name:	Billing Details:	Billing Main Contact:	Alt Contact:
County of Franklin	Main Phone#: 618-439-2011	Gayla Sink	Mobile:
901 Public Square Ste 5	Lat: 37.996794 Lon: -88.920511	(618) 439-3743	Fax: 618-439-4119
Benton, ILLINOIS 62812	SSN/FEIN: 37-6000838	gaylasink@franklincoun tyil.org	NAICS: 921120

Section 3) Service Order Request


Service Description:	Term (Months)	Billing Period	Qty	Price	MRC Total
Franklin County Campbell Building					
-Hosted Phone Circuit	60	Monthly	1	\$30.00	\$30.00
-Trio 8500 Conference Phone	60	Monthly	1	\$0.00	\$0.00
-Unlimited CONUS LD Plan	60	Monthly	1	\$0.00	\$0.00


Total Contract Liability is 60 months totaling \$1,800.00 plus any applicable taxes and fees.
 First month's bill will include one month of billing in advance and a partial billing of up to one month from the start of service.

Section 4) Service Notes / Comments

This Business Service Order ("BSO") and Services provided hereunder are governed by the Master Services Agreement ("MSA") between County of Franklin and Delta Communications, LLC d/b/a Clearwave Communications ("Clearwave").

Representation regarding Authority of Parties/Signatories: The person executing this BSO ("Contracting Agent") is a natural person employed by the business, corporation, partnership, LLC, sole proprietorship, educational institution, or government agency on whose behalf the Contracting Agent is signing ("Customer") and is acting as an agent with the express authority of the Customer. By signing this BSO, the Contracting Agent represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this BSO on behalf of Customer. The Contracting Agent represents and warrants that the execution and delivery of this BSO and the performance of the Customer's obligations hereunder have been duly authorized by the Customer and that this BSO is a valid and legal agreement binding on the Customer and enforceable in accordance with its terms. By signing below, the contracting Agent acknowledges and agrees to the following: I hereby authorize Clearwave to obtain credit information regarding the Customer. If applicable I authorize Clearwave to change Customer's local and/or long distance services and I acknowledge and agree to all the terms and conditions of this agreement as outlined in the Clearwave Tariff. A copy of the tariff is available at www.clearwave.com. If automatic payments are requested and credit card information provided above, I hereby authorize Clearwave to charge the credit card according to the frequency level indicated above. I understand that it is Customer's responsibility to contact Customer's previous service provider(s) (local phone, long distance, internet service provider) to cancel any left behind services and/or close Customer's account with them following switching to Clearwave. Changes to accounts may take up to 45 days to go into effect. Up to 60 days' notice may be required to cancel service. See MSA contract terms.

County of Franklin	Clearwave Communications
Authorized Signature:	Authorized Signature:
	SEE NEXT PAGE
Printed Name: J. Larry Miller	Printed Name:
Title: Chairman - County Board	Title:
Date: 11/1/2021	Date:

	Business Service Order	Hosted Phone Service
	BSO-112503	Sales Rep: Jade Money
	MSA- AGR-00005567	Execution Copy

Section 1) Service Location Information			
Primary Service Loc A:	Location A Details:	Site Contact:	IT Contact:
Franklin County Campbell Building	In City Limits?: true - NAICS: 921120	Gayla Sink	Erick Christy
901 Public Square	Lat: 37.996269 Lon: -88.920308	(618) 439-3743	(618) 438-5005
Benton, IL 62812	Authorized Parties: Gayla Sink, Randall Crocker	gaylasink@franklincoun tyil.org	altern8@ceillinois.com

Section 2) Billing Account Information			
Customer Billing Name:	Billing Details:	Billing Main Contact:	Alt Contact:
County of Franklin	Main Phone#: 618-439-2011	Gayla Sink	Mobile:
901 Public Square	Lat: 37.996794 Lon: -88.920511	(618) 439-3743	Fax: 618-439-4119
Ste 5			
Benton, ILLINOIS 62812	SSN/FEIN: 37-6000838	gaylasink@franklincoun tyil.org	NAICS: 921120

Section 3) Service Order Request						
Service Description:	Term (Months)	Billing Period	Qty	Price	MRC Total	
Franklin County Campbell Building						
-Hosted Phone Circuit	60	Monthly	1	\$30.00	\$30.00	
-Trio 8500 Conference Phone	60	Monthly	1	\$0.00	\$0.00	
-Unlimited CONUS LD Plan	60	Monthly	1	\$0.00	\$0.00	

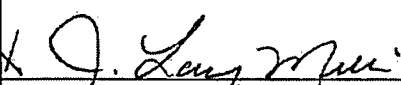
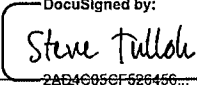
Total Contract Liability is 60 months totaling \$1,800.00 plus any applicable taxes and fees.

First month's bill will include one month of billing in advance and a partial billing of up to one month from the start of service.

Section 4) Service Notes / Comments

This Business Service Order ("BSO") and Services provided hereunder are governed by the Master Services Agreement ("MSA") between County of Franklin and Delta Communications, LLC d/b/a Clearwave Communications ("Clearwave").

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County of Franklin	Clearwave Communications
Authorized Signature:	Authorized Signature:
	
Printed Name: J. Larry Miller	Printed Name: Steve Tullon
Title: Chairman - County Board	Title: Sr Dir Sales, Biz Svcs
Date: 11/1/2021	Date: 11/9/2021

DS 11/9/2021

RS

**Business Service Order****Analog POTS over Fiber**

BSO-112507

Sales Rep: Jade Money

MSA- AGR-00005567

Execution Copy

Section 1) Service Location Information

Primary Service Loc A:	Location A Details:	Site Contact:	IT Contact:
Franklin County Campbell Building	In City Limits?: true - NAICS: 921120	Gayla Sink	Erick Christy
901 Public Square	Lat: 37.996269 Lon: -88.920308	(618) 439-3743	(618) 438-5005
Benton, IL 62812	Authorized Parties: Gayla Sink, Randall Crocker	gaylasink@franklincoun tyil.org	altern8@ceillinois.com

Section 2) Billing Account Information

Customer Billing Name:	Billing Details:	Billing Main Contact:	Alt Contact:
County of Franklin	Main Phone#: 618-439-2011	Gayla Sink	Mobile:
901 Public Square	Lat: 37.996794 Lon: -88.920511	(618) 439-3743	Fax: 618-439-4119
Benton, ILLINOIS 62812	SSN/FEIN: 37-6000838	gaylasink@franklincoun tyil.org	NAICS: 921120

Section 3) Service Order Request

Service Description:	Term (Months)	Billing Period	Qty	Price	MRC Total
Franklin County Campbell Building					
-Analog POTS over Fiber (5+ Line)	60	Monthly	12	\$25.00	\$300.00
-Unlimited CONUS LD Plan	60	Monthly	1	\$0.00	\$0.00
-Discount Amount (Voice)	60	Monthly	2	(\$25.00)	(\$50.00)

Total Contract Liability is 60 months totaling \$15,000.00 plus any applicable taxes and fees.


First month's bill will include one month of billing in advance and a partial billing of up to one month from the start of service.

Section 4) Service Notes / Comments

This Business Service Order ("BSO") and Services provided hereunder are governed by the Master Services Agreement ("MSA") between County of Franklin and Delta Communications, LLC d/b/a Clearwave Communications ("Clearwave").

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County of Franklin	Clearwave Communications
Authorized Signature:	Authorized Signature:
	SEE NEXT PAGE
Printed Name: J. Loney Miller	Printed Name:
Title: Chairman - County Board	Title:
Date: 11/1/2021	Date:

	Business Service Order	Analog POTS over Fiber
	BSO-112507	Sales Rep: Jade Money
	MSA- AGR-00005567	Execution Copy

Section 1) Service Location Information			
Primary Service Loc A:	Location A Details:	Site Contact:	IT Contact:
Franklin County Campbell Building	In City Limits?: true - NAICS: 921120	Gayla Sink	Erick Christy
901 Public Square	Lat: 37.996269 Lon: -88.920308	(618) 439-3743	(618) 438-5005
Benton, IL 62812	Authorized Parties: Gayla Sink, Randall Crocker	gaylasink@franklincoun tyil.org	altern8@ceillinois.com

Section 2) Billing Account Information			
Customer Billing Name:	Billing Details:	Billing Main Contact:	Alt Contact:
County of Franklin	Main Phone#: 618-439-2011	Gayla Sink	Mobile:
901 Public Square Ste 5	Lat: 37.996794 Lon: -88.920511	(618) 439-3743	Fax: 618-439-4119
Benton, ILLINOIS 62812	SSN/FEIN: 37-6000838	gaylasink@franklincoun tyil.org	NAICS: 921120

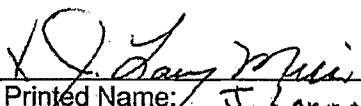
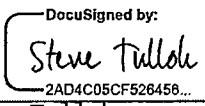
Section 3) Service Order Request						
Service Description:	Term (Months)	Billing Period	Qty	Price	MRC Total	
Franklin County Campbell Building						
-Analog POTS over Fiber (5+ Line)	60	Monthly	12	\$25.00	\$300.00	
-Unlimited CONUS LD Plan	60	Monthly	1	\$0.00	\$0.00	
-Discount Amount (Voice)	60	Monthly	2	(\$25.00)	(\$50.00)	

Total Contract Liability is 60 months totaling \$15,000.00 plus any applicable taxes and fees.
 First month's bill will include one month of billing in advance and a partial billing of up to one month from the start of service.

Section 4) Service Notes / Comments

This Business Service Order ("BSO") and Services provided hereunder are governed by the Master Services Agreement ("MSA") between County of Franklin and Delta Communications, LLC d/b/a Clearwave Communications ("Clearwave").

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County of Franklin	Clearwave Communications
Authorized Signature:	Authorized Signature:
	
Printed Name: J. Lanny Miller	Printed Name: Steve Tulloh
Title: Chairman - County Board	Title: Sr Dir Sales, Biz Svcs
Date: 11/1/2021	Date: 11/9/2021

ds 11/9/2021
 RS