

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 05/ 14 /2010

COUNTY DEPARTMENT MAKING REQUEST: County Commissioners

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Please review the attached MODIFIED Commercial Service Agreement with Cox Business. Thank You, Charlie Phillips for Carolyn Caudill, Oklahoma County Clerk.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

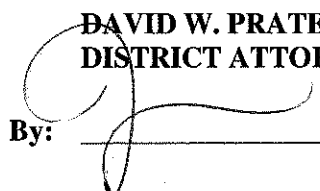


COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: 5/14/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED
MAY 14 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID W. PRATER
DISTRICT ATTORNEY
By: _____

Requisition: 11007018
Requisition Type: Purchase Requisition
Creation Date: 14-MAY-10
Description: BLANKET
Note To Approver:
Notes:

Preparer: Birdsong, Linda
Approver: Ellis, Becky A
Currency: USD

Line	Line Type	Item	Rev Category	Description	Unit Quantity/Amount	Unit Price	Line Amount
1	Blanket	Birdsong, Linda	19-MAY-10	SERVICE.MISCE Cox Business Internet Static-15MB/3MB Power boost 20/4 @ \$359.95 per month	Each	719.90	719.90

Distributions: 719.9 Allocated To Account: 1152.1700.54108.2010.00000.0000.0000

Justification:
Note To Approver:
Notes:

Total: 719.90

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Previous Approvals:

Sequence Date	Approver	Action	Note
0 14-MAY-10	Birdsong, Linda	Reserve	
1 14-MAY-10	Birdsong, Linda	Submit	Linda's Report
2 14-MAY-10	Birdsong, Linda	Forward	

Approval Action (Circle One):
 Approve Forward Reject

Forward To: _____
Note: _____

Signature: _____

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OKLAHOMA COUNTY

Printed Requisitions Report

Report Date: 14-MAY-2010 12:44

Report Parameters

Requisition Numbers From : 11007018
To : 11007018

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May 14, 2010

Linda – please find included three signed and initialed contracts for internet. There are a couple of things we will need from you in addition to a signed contract.

CPNI form – included. This provides authorization only to those chosen to make changes to your account.

Tax Exemption Certificate.

***section B, paragraph 1 – we can not cancel federal taxes on this contract unless the county is exempt from federal taxes. Today there are no federal taxes associated with the product, however, this may change in the future.**

**** original contract was based on a three year annually renewable term. We revised the contract to month-to-month with a price change from \$309.95 monthly to \$359.95 monthly.**

FEIN and PO number if applicable.

If billing info on first page of contract is not correct please provide changes.

If you have any questions please contact me at 405-286-5317 office, 405-850-4779 cell, or email Kathy.williams@cox.com.

Once we have a signed contract, CPNI form, and tax certificate please fax a copy to me at 1-877-873-6029.

Please mail original to me at:

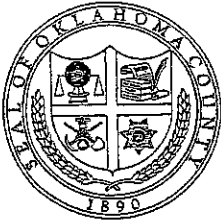
**Cox Business
ATTN: Kathy Williams
6301 Waterford Blvd., Ste 200
Oklahoma City, OK 73118**

Handwritten initials "OK" and a signature, likely of Kathy Williams, in black ink.

PENDING APPROVAL

BOARD OF COUNTY COMMISSIONERS

OKLAHOMA COUNTY
320 ROBERT S. KERR AVENUE
OKLAHOMA CITY, OKLAHOMA 73102
(405) 713-1500



COMMISSIONERS

WILLA JOHNSON
DISTRICT NO. 1

BRENT RINEHART
DISTRICT NO. 2

RAY VAUGHN
DISTRICT NO. 3

RE: Oklahoma County's Federal Tax-Exempt Status
Federal Identification Number: 73-6006400

TO WHOM IT MAY CONCERN:

The purpose of this letter is to formally state Oklahoma County's Federal Tax status as "Exempt" under the Internal Revenue Code of the United States of America.

As a governmental instrumentality or political subdivision of a state, no provision of the Internal Revenue Code imposes a tax on the income of governmental units, such as states and their political subdivisions. Section 115(1) of the Code provides exclusions from gross income for:

- (A) income derived from the exercise of any essential governmental function, and
- (B) income accruing to a state or political subdivision.

In addition, Oklahoma County may obtain a letter ruling on its status under Section 115, following the procedures specified in Rev. Proc. 95-1, 1995-1 I.R.B. or its successor, but must pay a fee for such designation letter. In the interests of prudent fiscal concern and to avoid any additional costs/fees to the citizens of Oklahoma County, the Board of County Commissioners of Oklahoma County herein elects to make such statement regarding its Federal Tax Exempt Status for the benefit of those vendors and entities doing business with Oklahoma County.

Oklahoma County continues to utilize the following Federal Identification Number: 73-6006400.

Approved this 23 day of July, 2008.

Raymond L. Vaughn, Jr., Chair

Brent Rinehart, Member

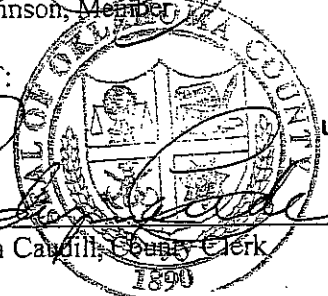
Willa Johnson, Member

John Jacobsen, Ass't District Attorney

7-11-08

ATTEST:

Carolynn Cavill, County Clerk



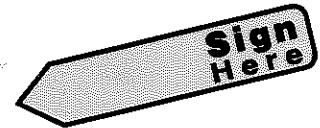
CPNI Registration Form

Customer Service :: OKC 405-600-8333 :: Tulsa 918-806-6079 :: Toll Free 1-866-458-2147

Customer Account Information

Cox Account #: 000-00000000-00
 Company: ok county - clerk's office
 Phone #: 405-713-1523
 Fax #: _____
 Address: 320 ROBERT S KERR AVE City, State, Zip: Oklahoma City, OK 73102

Cox Business' commitment to customer privacy has identified the need for the development of a strict Customer Verification Process. This form is to be used to add authorized individuals to your account, as we will verify the calling party on each call prior to giving account information, allowing changes, modifications or alterations to your Services that are part of the Commercial Services Agreement.



▶ Fed Tax ID or Social Security # _____

No, I do not want my CoxPIN to print on my bill

(A valid Cox PIN is a 4 digit number. It can not be 1234, the same number repeated (e.g. 2222) or the last four digits of the social security number.

▶ Create 4 digit PIN for your account: _____

▶ Preferred Contact method:

US Mail Email, if so address: _____
 Email, (optional): _____
 Email, (optional): _____

▶ Cox Business Secret Question:

What is your secret code?

▶ Answer to secret code: _____

(Must be at least 3 characters)

Please list the names of all individuals authorized to discuss Account Information, make changes to this account, or receive Billing/Account Information.

▶ _____

Please have the account holder, owner, or another authorized person, sign and date below after listing all authorized persons for their account.

▶ Signature: _____

▶ Print Name: _____

▶ Title: _____

▶ Date: _____

Please fax back to

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Commercial Services Agreement 5/14/2010

Cox Account Rep:	Kathy Williams	Cox System Address:	6301 Waterford Blvd., Suite #200
Phone Number:	405-286-5317		Oklahoma City, OK 73118
Fax Number:	405-286-5355		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	ok county - clerk's office Rm 203	Full Name:	Lee Ownby
Street Address:	320 ROBERT S KERR AVE	Billing Telephone:	405-713-1523
City/State/Zip:	Oklahoma City, Oklahoma 73102	Fax:	
Billing Address:	320 Robert S Kerr - ATTN Linda Birdsong	Contact Number:	405-713-1523
City/State/Zip:	320 Robert S Kerr, Rm 203, Oklahoma 73102	Email Address:	ccleeown@oklahomacounty.org
Federal Tax ID:		Cox Account #:	000-00000000-00

Taxes and Fees Not Included							
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Cox Business Internet Static - 15MB/3MB - Powerboost 20/4		1	\$359.95	M-M	New	\$359.95	
Cox Business Internet Professional Installation		1	\$0.00				\$0.00
Totals:						\$359.95	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee
- Cable Modem Purchase	1	\$99.95	\$99.95

If you are a Point-to-Point Private Line or Transparent LAN customer, please initial below.		Merge Bill
<input type="checkbox"/>	Inter-State Service. By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	No

Special Conditions

Promotion Details

By signing below, you represent you are the authorized Customer representative and the Information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the services selected above, including without limitation, the Cox tariffs, state and federal regulations, and the Cox Acceptable Use Policy (the "AUP"). This Agreement is subject to credit approval and Customer authorizes Cox to check credit using Customer's Tax ID, Customer's Social Security Number, or other Customer information. If Cox deems Customer not creditworthy, Cox may terminate this Agreement without liability or require a deposit from Customer. Prices above do not include applicable taxes, fees, assessments or surcharges which are additional. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty days from the date above. Otherwise, Cox may withdraw this proposal at any time. If, within thirty days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Service term. Both parties agree that each party may use electronic signatures to sign this Agreement. If Cox does construction to provide Service to Customer and Customer cancels this Agreement prior to installation, Customer shall be liable for Cox's reasonable construction costs in addition to any other termination charges.

Customer Authorized Signature	CoxCom, Inc., Cox Oklahoma Telcom, LLC Signature
Print	Print
Title	Business Manager
Date	Date

Approved by
Sandy S. Glendon
5/14/2010

PENDING APPROVAL

A. Terms and Conditions of Regulated Service

1. **Tariffs** Regulated Services are provided pursuant to the regulations of the FCC and the regulatory body of the state where the Cox office providing these services is located (which regulations are subject to change), and the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. Cox may amend such tariffs and regulated Service shall be subject to such tariffs, as amended. Customer must disclose to Cox if Customer intends to use the Services with payphone service. After the initial term, this Agreement shall automatically renew for one (1) year terms at the same rates, terms and conditions unless a party gives the other written termination notice at least thirty (30) days prior to the expiration of the then existing term. The tariffs contain Service cancellation or termination charges due to cancellation or termination of Service prior to the term selected on the first page of this Agreement. Termination charges include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of the Customer, and the monthly recurring charges for the balance of the term.

2. **Telephone Numbers** Cox will be the carrier of record for the Customer's assigned telephone numbers, and numbers that are ported to Cox from another carrier. These numbers, while not the property of the Customer, are reserved for their sole usage during the time service is active with Cox, and can be retained for the Customer's use if ported to another carrier at the termination or expiration of this Agreement. All number assignments and use shall be subject to the rules and regulations of the North American Numbering Plan Administrator. Any telephone number designated by Cox in advance of the activation of Cox telephone service is subject to change by Cox. Additional terms and conditions regarding telephone numbers are contained in Cox tariff(s). Certain 10 digit dialed IntraLata calls are billed per minute long distance charges.

3. **State-to-State and International Services** If Customer subscribes to or uses switched access state-to-state and/or International telecommunications Services from Cox, such Services shall be provided pursuant to the terms and conditions contained in Cox Customer Service Agreement which may be found at www.cox.com/telephone/customer-services-agreement.asp and the terms and conditions at www.coxbusiness.com/products/voice/basicpricing/index.html.

4. **PBX Usage, Equipment, and E911 Services** Customer is responsible for ensuring that the Customer Premises Equipment (CPE) such as a Private Branch Exchange (PBX), provisioned on the Company's network is protected from fraudulent or unauthorized access. The Customer is responsible for payment of all charges on their monthly billing statement, including any charges resulting from fraudulent or unauthorized access to any CPE. If Customer uses a PBX in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. For certain telephone Services, an embedded multimedia terminal adapter (eMTA), an integrated access device (IAD), or an analog terminal adaptor (ATA) will be provided and installed by Cox at no charge to Customer. **Only the eMTA and ATA will have battery backup provided by Cox. Customer is responsible for battery backup for the IAD. In the event of a power outage, your telephone Service using an eMTA or ATA will continue to operate as usual for up to eight hours with the backup battery provided by Cox. The duration of Service during a power outage using an IAD will depend on Customer's battery backup choice. If the eMTA, ATA, or IAD that supplies your telephone Service is disconnected or removed and/or the battery is not charged, Service, including access to E911, will not be available. Cox uses your telephone Service address to identify your location for E911 Service. To ensure that E911 dispatch receives your correct address, the eMTA, ATA and/or IAD installed in your business should not be moved. Please notify Cox if you would like to move or relocate your telephone Service. It can take up to 2 business days for your new address to be updated.**

5. **PIN Access.** The FCC requires business customers to set up and use a Private Identification Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account. Telephone Service is subject to the Cox privacy policy posted at http://www.cox.com/policy/#Online_Privacy_Policy.

6. **Letter of Agency.** The Letter of Agency executed in connection with this Agreement shall be valid during the term of this Agreement for all telephone lines purchased hereunder. Customer may purchase additional telephone lines under this Agreement for the above location(s) or additional location(s), but at pricing quoted to Customer by Cox at the time Customer orders such additional telephone lines.

B. Unregulated Services and Service not subject to tariffs.

1. **Payment** Customer shall pay for all monthly service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. ~~Any amount not received by the due date shown on the applicable bill will be subject to interest or a late charge at the maximum rate allowed by law.~~

Upon notice to Customer, Cox may change Video Service prices periodically during the Term of this Agreement. If applicable to the Service, ~~Customer shall pay sales tax, gross receipts tax, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and~~ Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. No interest will be paid on deposits unless required by law.

2. **Service and Installation** Cox shall provide Customer with the "Services" and "Equipment" identified on the first page of this Agreement. Customer is responsible for damage to any Equipment. Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Equipment and (b) complies with the applicable Acceptable Use Policies ("AUP") which are incorporated herein by reference. Customer shall use the Equipment only for the purpose of receiving the Services. Unless provided otherwise herein, Cox shall use reasonable efforts to maintain the Services in accordance with applicable performance standards. For cable modem Internet Services, bandwidth speeds may vary and Customer may not always receive or obtain optimal bandwidth speeds. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing / web hosting Services shall be subject to the AUP at www.coxbusiness.com/acceptableusepolicy.pdf. Web hosting customers may view the AUP by clicking on the Control panel. Upon notice to Customer, the AUP may be amended from time to time during the Term of this Agreement. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

3. **Service Start Date and Term** This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term set forth on the first page of this Agreement and such term of Service shall begin upon installation of Service; provided that if Customer delays installation or is not ready to receive Services, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control.

4. **Customer Responsibilities** Customer is responsible for all internal wiring, Customer equipment (e.g. Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all facilities and Equipment provided by Cox. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services, the Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Cox network.

5. **Equipment** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to facilities and equipment installed by Cox, and Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal Wiring shall not be considered equipment and shall become the property of Customer upon initiation of Service. Cox shall install equipment necessary to furnish the video Services to Customer. Customer shall not modify or relocate equipment installed by Cox without Cox' prior written consent. Customer shall not permit tampering, altering, or repair of the Equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox equipment in good condition, ordinary wear and tear accepted. In the event the Equipment is not returned to Cox in good condition, Customer shall be responsible for the value of such equipment. Cox shall repair any equipment owned by Cox at no charge to Customer provided that damage is not due to the negligence of Customer. If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.

6. **Resale of Service** Unless authorized in writing by Cox, Customer may not resell any portion of the Service to any other party; provided, however, Customer may, with Cox's prior written consent, resell web hosting for third parties through the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

7. **Default** If Customer fails to comply with any material provision of this Agreement or any other agreement with Cox, including, but not limited to failure to make payment as specified either in this Agreement or any other Agreement with Cox, then Cox, may pursue one or more of the following courses of action upon notice to Customer as required by tariff or 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

PENDING APPROVAL

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.

8. IP Address/Domain Name Registration Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the domain name registrar, which may be amended from time to time and are presently posted at Register.com:

<http://www.register.com/retail/policy/servicesagreement.rcm> or Verisign: http://www.netsol.com/en_US/legal/static-service-agreement.jhtml. Customer is responsible for payment and maintenance of domain name registration.

9. Termination Customer may terminate video, data, VoiceManager, Internet, web hosting, unregulated telephone Services, and/or web conferencing Services before the end of the term selected by Customer on the first page of this Agreement; provided, however, if Customer terminates such Service before the end of the term (except for breach by Cox), or Cox terminates Services for Customer's breach of this Agreement or the AUP, Customer will be subject to termination liability equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the term commitment. This provision survives termination of the Agreement. After the initial term, this Agreement shall automatically renew for one (1) year terms at the same rates, terms and conditions unless a party gives the other written termination notice at least thirty (30) days prior to the expiration of the then existing term. If Cox is delivering Services via wireless network facilities and there is signal interference with such Service, Cox may terminate this Agreement if Cox cannot resolve the interference by using commercially reasonable efforts.

10. LIMITATION OF LIABILITY COX SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT.

11. Assignment Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox. Cox may assign this Agreement and Service may be provided by one or more legally authorized Cox affiliates.

12. Warranties EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

13. Indemnity Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of Customer's use of the Service 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 content or registration and maintenance of Customer's selected domain name(s) infringes on the patent, copyright, trademark or other intellectual property rights of any third party; (iii) any 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 the Cox AUP.

14. Viruses, Content, Customer Information Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate. Cox may delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network. Use of the Service is subject to Cox's privacy policy posted at http://www.cox.com/policy/#Online_Privacy_Policy.

15. Miscellaneous This Agreement, the tariffs, and the documents referenced herein constitute the entire agreement between Cox and Customer for the Services and equipment. The invalidity or unenforceability

of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Except as provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the state where Services are installed. 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 by hand delivery or express or certified mail, return receipt requested, all postage prepaid, to the other party at the address on this Agreement.

16. 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, acts of terrorists, or the taking of property by condemnation.

17. Web Hosting Servers Cox reserves the right to select the server for Customer's web site for best performance. The Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Customer's web site overwhelms the server and causes complaints from other users, the Customer has outgrown the realm of shared services and will be required by Cox to relocate its web site. If the Customer refuses to comply with this Section, then Cox has the right to terminate Services. Cox will use reasonable efforts to maintain a full time Internet presence for the Customer. The Customer hereby acknowledges that the network may, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance, equipment failure, natural disaster, acts of God, or human error. Cox shall not be liable to Customer for such outages or server downtime.

18. Digital Millennium Copyright Act Cox is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Cox is violating your rights under U.S. copyright law, you may file a complaint with Cox's designated agent. Please contact DMCA@Cox.com for information necessary to file your complaint with Cox.

19. E-Rate Customers This paragraph applies only to educational institutions or libraries seeking reimbursement under the Federal Universal Service Fund. Customer shall apply annually to the Schools and Libraries Division, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied SLD funding for any reason, Cox may then elect to decrease the level of Services provided to Customer. If full E-Rate funding is not received within 6 months of application date, or by the opening of the application window for the following funding year, then Cox may terminate the Agreement without further liability to either party. Additionally, if full E-Rate funding is not received and Cox elects to terminate the Services during the Term, then Customer may be subject to termination liabilities.

20. VoiceManager Service In addition to these terms and conditions, if Customer purchases VoiceManager under this Agreement, the terms and conditions located at <http://www.coxbusiness.com/products/voice/voicemanager> and set forth in Sections A.2, A.3, and A.4 of this Agreement shall apply to VoiceManager. The VoiceManager web site contains descriptions and charges for a network interface fee and ancillary services such as directory assistance, 411 charges, directory listing and operator services. Prices and rates for the network interface fee and ancillary services are subject to change from time to time during the term of this Agreement. The VoiceManager web site is incorporated into this Agreement as if fully set forth herein.

21. Demarcation The demarcation point for 1) Cox's telephone service, is the punch-down box installed by Cox at Customer's location; and 2) Cox's Internet service, is the Ethernet port of the internet connection provided to Customer by Cox. Unless otherwise agreed by the parties, Customer is responsible for wiring, cabling, equipment and access beyond the applicable demarcation points.

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Commercial Services Agreement 5/14/2010

Cox Account Rep: Kathy Williams	Cox System Address:
Phone Number: 405-286-5317	6301 Waterford Blvd., Suite #200
Fax Number: 405-286-5355	Oklahoma City, OK 73118

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	ok county - clerk's office Rm 203	Full Name:	Lee Ownby
Street Address:	320 ROBERT S KERR AVE	Billing Telephone:	405-713-1523
City/State/Zip:	Oklahoma City, Oklahoma 73102	Fax:	
Billing Address:	320 Robert S Kerr - ATTN Linda Birdsong	Contact Number:	405-713-1523
City/State/Zip:	320 Robert S Kerr, Rm 203, Oklahoma 73102	Email Address:	cleeown@oklahomacounty.org
Federal Tax ID:		Cox Account #:	000-00000000-00

Taxes and Fees Not Included							
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Cox Business Internet Static - 15MB/3MB - Powerboost 20/4		1	\$359.95	M-M	New	\$359.95	
Cox Business Internet Professional Installation		1	\$0.00				\$0.00
Totals:						\$359.95	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee
- Cable Modem Purchase	1	\$99.95	\$99.95

If you are a Point-to-Point Private Line or Transparent LAN customer, please initial below.		Merge Bill
	Inter-State Service. By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	No

Special	[Redacted]
Promo	[Redacted]

By signing below, you represent you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the services selected above, including without limitation, the Cox tariffs, state and federal regulations, and the Cox Acceptable Use Policy (the "AUP"). This Agreement is subject to credit approval and Customer authorizes Cox to check credit using Customer's Tax ID, Customer's Social Security Number, or other Customer information. If Cox deems Customer not creditworthy, Cox may terminate this Agreement without liability or require a deposit from Customer. Prices above do not include applicable taxes, fees, assessments or surcharges which are additional. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty days from the date above. Otherwise, Cox may withdraw this proposal at any time. If, within thirty days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Service term. Both parties agree that each party may use electronic signatures to sign this Agreement. If Cox does construction to provide Service to Customer and Customer cancels this Agreement prior to installation, Customer shall be liable for Cox's reasonable construction costs in addition to any other termination charges.

Customer Authorized Signature	CoxCom, Inc., Cox Oklahoma Telcom, LLC Signature
	<i>[Signature]</i>
Print	Print
	[Redacted]
Title	Title
	[Redacted]
Date	Date
	5-14-10

[Signature]
Approved by D.A.
5/14/2010

PENDING APPROVAL

A. Terms and Conditions of Regulated Service

1. **Tariffs** Regulated Services are provided pursuant to the regulations of the FCC and the regulatory body of the state where the Cox office providing these services is located (which regulations are subject to change), and the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. Cox may amend such tariffs and regulated Service shall be subject to such tariffs, as amended. Customer must disclose to Cox if Customer intends to use the Services with payphone service. After the initial term, this Agreement shall automatically renew for one (1) year terms at the same rates, terms and conditions unless a party gives the other written termination notice at least thirty (30) days prior to the expiration of the then existing term. The tariffs contain Service cancellation or termination charges due to cancellation or termination of Service prior to the term selected on the first page of this Agreement. Termination charges include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of the Customer, and the monthly recurring charges for the balance of the term.

2. **Telephone Numbers** Cox will be the carrier of record for the Customer's assigned telephone numbers, and numbers that are ported to Cox from another carrier. These numbers, while not the property of the Customer, are reserved for their sole usage during the time service is active with Cox, and can be retained for the Customer's use if ported to another carrier at the termination or expiration of this Agreement. All number assignments and use shall be subject to the rules and regulations of the North American Numbering Plan Administrator. Any telephone number designated by Cox in advance of the activation of Cox telephone service is subject to change by Cox. Additional terms and conditions regarding telephone numbers are contained in Cox tariff(s). Certain 10 digit dialed IntraLata calls are billed per minute long distance charges.

3. **State-to-State and International Services** If Customer subscribes to or uses switched access state-to-state and/or International telecommunications Services from Cox, such Services shall be provided pursuant to the terms and conditions contained in Cox Customer Service Agreement which may be found at www.cox.com/telephone/customer-services-agreement.asp and the terms and conditions at www.coxbusiness.com/products/voice/basicpricing/index.html.

4. **PBX Usage, Equipment, and E911 Services** Customer is responsible for ensuring that the Customer Premises Equipment (CPE) such as a Private Branch Exchange (PBX), provisioned on the Company's network is protected from fraudulent or unauthorized access. The Customer is responsible for payment of all charges on their monthly billing statement, including any charges resulting from fraudulent or unauthorized access to any CPE. If Customer uses a PBX in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. For certain telephone Services, an embedded multimedia terminal adapter (eMTA), an integrated access device (IAD), or an analog terminal adaptor (ATA) will be provided and installed by Cox at no charge to Customer. **Only the eMTA and ATA will have battery backup provided by Cox. Customer is responsible for battery backup for the IAD. In the event of a power outage, your telephone Service using an eMTA or ATA will continue to operate as usual for up to eight hours with the backup battery provided by Cox. The duration of Service during a power outage using an IAD will depend on Customer's battery backup choice. If the eMTA, ATA, or IAD that supplies your telephone Service is disconnected or removed and/or the battery is not charged, Service, including access to E911, will not be available. Cox uses your telephone Service address to identify your location for E911 Service. To ensure that E911 dispatch receives your correct address, the eMTA, ATA and/or IAD installed in your business should not be moved. Please notify Cox if you would like to move or relocate your telephone Service. It can take up to 2 business days for your new address to be updated.**

5. **PIN Access.** The FCC requires business customers to set up and use a Private Identification Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account. Telephone Service is subject to the Cox privacy policy posted at http://www.cox.com/policy/#Online_Privacy_Policy.

6. **Letter of Agency.** The Letter of Agency executed in connection with this Agreement shall be valid during the term of this Agreement for all telephone lines purchased hereunder. Customer may purchase additional telephone lines under this Agreement for the above location(s) or additional location(s), but at pricing quoted to Customer by Cox at the time Customer orders such additional telephone lines.

B. Unregulated Services and Service not subject to tariffs.

1. **Payment** Customer shall pay for all monthly service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. ~~Any amount not received by the due date shown on the applicable bill will be subject to interest or a late charge at the maximum rate allowed by law.~~

Upon notice to Customer, Cox may change Video Service prices periodically during the Term of this Agreement. If applicable to the Service, ~~Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypage or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. No interest will be paid on deposits unless required by law.~~

2. **Service and Installation** Cox shall provide Customer with the "Services" and "Equipment" identified on the first page of this Agreement. Customer is responsible for damage to any Equipment. Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Equipment and (b) complies with the applicable Acceptable Use Policies ("AUP") which are incorporated herein by reference. Customer shall use the Equipment only for the purpose of receiving the Services. Unless provided otherwise herein, Cox shall use reasonable efforts to maintain the Services in accordance with applicable performance standards. For cable modem Internet Services, bandwidth speeds may vary and Customer may not always receive or obtain optimal bandwidth speeds. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing / web hosting Services shall be subject to the AUP at www.coxbusiness.com/acceptableusepolicy.pdf. Web hosting customers may view the AUP by clicking on the Control panel. Upon notice to Customer, the AUP may be amended from time to time during the Term of this Agreement. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

3. **Service Start Date and Term** This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term set forth on the first page of this Agreement and such term of Service shall begin upon installation of Service; provided that if Customer delays installation or is not ready to receive Services, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control.

4. **Customer Responsibilities** Customer is responsible for all internal wiring, Customer equipment (e.g. Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all facilities and Equipment provided by Cox. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services, the Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Cox network.

5. **Equipment** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to facilities and equipment installed by Cox, and Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal Wiring shall not be considered equipment and shall become the property of Customer upon initiation of Service. Cox shall install equipment necessary to furnish the video Services to Customer. Customer shall not modify or relocate equipment installed by Cox without Cox' prior written consent. Customer shall not permit tampering, altering, or repair of the Equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox equipment in good condition, ordinary wear and tear accepted. In the event the Equipment is not returned to Cox in good condition, Customer shall be responsible for the value of such equipment. Cox shall repair any equipment owned by Cox at no charge to Customer provided that damage is not due to the negligence of Customer. If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.

6. **Resale of Service** Unless authorized in writing by Cox, Customer may not resell any portion of the Service to any other party; provided, however, Customer may, with Cox's prior written consent, resell web hosting for third parties through the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

7. **Default** If Customer fails to comply with any material provision of this Agreement or any other agreement with Cox, including, but not limited to failure to make payment as specified either in this Agreement or any other Agreement with Cox, then Cox, may pursue one or more of the following courses of action upon notice to Customer as required by tariff or 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

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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.

8. IP Address/Domain Name Registration Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the domain name registrar, which may be amended from time to time and are presently posted at Register.com:

<http://www.register.com/retail/policy/servicesagreement.rcmx>
or Verisign: http://www.netsol.com/en_US/legal/static-service-agreement.jhtml. Customer is responsible for payment and maintenance of domain name registration.

9. Termination Customer may terminate video, data, VoiceManager, Internet, web hosting, unregulated telephone Services, and/or web conferencing Services before the end of the term selected by Customer on the first page of this Agreement; provided, however, if Customer terminates such Service before the end of the term (except for breach by Cox), or Cox terminates Services for Customer's breach of this Agreement or the AUP, Customer will be subject to termination liability equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the term commitment. This provision survives termination of the Agreement. After the initial term, this Agreement shall automatically renew for one (1) year terms at the same rates, terms and conditions unless a party gives the other written termination notice at least thirty (30) days prior to the expiration of the then existing term. If Cox is delivering Services via wireless network facilities and there is signal interference with such Service, Cox may terminate this Agreement if Cox cannot resolve the interference by using commercially reasonable efforts.

10. LIMITATION OF LIABILITY COX SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT.

11. Assignment Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox. Cox may assign this Agreement and Service may be provided by one or more legally authorized Cox affiliates.

12. Warranties EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

13. Indemnity Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of Customer's use of the Service 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 content or 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 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 the COX AUP.

14. Viruses, Content, Customer Information Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate. Cox may delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network. Use of the Service is subject to Cox's privacy policy posted at http://www.cox.com/policy/#Online_Privacy_Policy.

15. Miscellaneous This Agreement, the tariffs, and the documents referenced herein constitute the entire agreement between Cox and Customer for the Services and equipment. The invalidity or unenforceability

of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Except as provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the state where Services are installed. 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 by hand delivery or express or certified mail, return receipt requested, all postage prepaid, to the other party at the address on this Agreement.

16. 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, acts of terrorists, or the taking of property by condemnation.

17. Web Hosting Servers Cox reserves the right to select the server for Customer's web site for best performance. The Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Customer's web site overwhelms the server and causes complaints from other users, the Customer has outgrown the realm of shared services and will be required by Cox to relocate its web site. If the Customer refuses to comply with this Section, then Cox has the right to terminate Services. Cox will use reasonable efforts to maintain a full time Internet presence for the Customer. The Customer hereby acknowledges that the network may, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance, equipment failure, natural disaster, acts of God, or human error. Cox shall not be liable to Customer for such outages or server downtime.

18. Digital Millennium Copyright Act Cox is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Cox is violating your rights under U.S. copyright law, you may file a complaint with Cox's designated agent. Please contact DMCA@Cox.com for information necessary to file your complaint with Cox.

19. E-Rate Customers This paragraph applies only to educational institutions or libraries seeking reimbursement under the Federal Universal Service Fund. Customer shall apply annually to the Schools and Libraries Division, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied SLD funding for any reason, Cox may then elect to decrease the level of Services provided to Customer. If full E-Rate funding is not received within 6 months of application date, or by the opening of the application window for the following funding year, then Cox may terminate the Agreement without further liability to either party. Additionally, if full E-Rate funding is not received and Cox elects to terminate the Services during the Term, then Customer may be subject to termination liabilities.

20. VoiceManager Service In addition to these terms and conditions, if Customer purchases VoiceManager under this Agreement, the terms and conditions located at <http://www.coxbusiness.com/products/voice/voicemanager> and set forth in Sections A.2, A.3, and A.4 of this Agreement shall apply to VoiceManager. The VoiceManager web site contains descriptions and charges for a network interface fee and ancillary services such as directory assistance, 411 charges, directory listing and operator services. Prices and rates for the network interface fee and ancillary services are subject to change from time to time during the term of this Agreement. The VoiceManager web site is incorporated into this Agreement as if fully set forth herein.

21. Demarcation The demarcation point for 1) Cox's telephone service, is the punch-down box installed by Cox at Customer's location; and 2) Cox's Internet service, is the Ethernet port of the Internet connection provided to Customer by Cox. Unless otherwise agreed by the parties, Customer is responsible for wiring, cabling, equipment and access beyond the applicable demarcation points.

PENDING APPROVAL

A. Terms and Conditions of Regulated Service

1. **Tariffs** Regulated Services are provided pursuant to the regulations of the FCC and the regulatory body of the state where the Cox office providing these services is located (which regulations are subject to change), and the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. Cox may amend such tariffs and regulated Service shall be subject to such tariffs, as amended. Customer must disclose to Cox if Customer intends to use the Services with payphone service. After the initial term, this Agreement shall automatically renew for one (1) year terms at the same rates, terms and conditions unless a party gives the other written termination notice at least thirty (30) days prior to the expiration of the then existing term. The tariffs contain Service cancellation or termination charges due to cancellation or termination of Service prior to the term selected on the first page of this Agreement. Termination charges include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of the Customer, and the monthly recurring charges for the balance of the term.

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B. Unregulated Services and Service not subject to tariffs.

1. **Payment** Customer shall pay for all monthly service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. ~~Any amount not received by the due date shown on the applicable bill will be subject to interest or a late charge at the maximum rate allowed by law.~~

Upon notice to Customer, Cox may change Video Service prices periodically during the Term of this Agreement. ~~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 or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. No interest will be paid on deposits unless required by law.~~

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7. **Default** If Customer fails to comply with any material provision of this Agreement or any other agreement with Cox, including, but not limited to failure to make payment as specified either in this Agreement or any other Agreement with Cox, then Cox, may pursue one or more of the following courses of action upon notice to Customer as required by tariff or 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

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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.

8. IP Address/Domain Name Registration Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the domain name registrar, which may be amended from time to time and are presently posted at Register.com:
<http://www.register.com/retail/policy/servicesagreement.rcmx>
or Verisign: http://www.netsol.com/en_US/legal/static-service-agreement.jhtml. Customer is responsible for payment and maintenance of domain name registration.

9. Termination Customer may terminate video, data, VoiceManager, Internet, web hosting, unregulated telephone Services, and/or web conferencing Services before the end of the term selected by Customer on the first page of this Agreement; provided, however, if Customer terminates such Service before the end of the term (except for breach by Cox), or Cox terminates Services for Customer's breach of this Agreement or the AUP, Customer will be subject to termination liability equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the term commitment. This provision survives termination of the Agreement. After the initial term, this Agreement shall automatically renew for one (1) year terms at the same rates, terms and conditions unless a party gives the other written termination notice at least thirty (30) days prior to the expiration of the then existing term. If Cox is delivering Services via wireless network facilities and there is signal interference with such Service, Cox may terminate this Agreement if Cox cannot resolve the interference by using commercially reasonable efforts.

10. LIMITATION OF LIABILITY COX SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT.

11. Assignment Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox. Cox may assign this Agreement and Service may be provided by one or more legally authorized Cox affiliates.

12. Warranties EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

13. Indemnity Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of Customer's use of the Service 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 content or 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 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 the Cox AUP.

14. Viruses, Content, Customer Information Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate. Cox may delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network. Use of the Service is subject to Cox's privacy policy posted at http://www.cox.com/policy/#Online_Privacy_Policy.

15. Miscellaneous This Agreement, the tariffs, and the documents referenced herein constitute the entire agreement between Cox and Customer for the Services and equipment. The invalidity or unenforceability

of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Except as provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the state where Services are installed. 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 by hand delivery or express or certified mail, return receipt requested, all postage prepaid, to the other party at the address on this Agreement.

16. 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, acts of terrorists, or the taking of property by condemnation.

17. Web Hosting Servers Cox reserves the right to select the server for Customer's web site for best performance. The Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Customer's web site overwhelms the server and causes complaints from other users, the Customer has outgrown the realm of shared services and will be required by Cox to relocate its web site. If the Customer refuses to comply with this Section, then Cox has the right to terminate Services. Cox will use reasonable efforts to maintain a full time Internet presence for the Customer. The Customer hereby acknowledges that the network may, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance, equipment failure, natural disaster, acts of God, or human error. Cox shall not be liable to Customer for such outages or server downtime.

18. Digital Millennium Copyright Act Cox is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Cox is violating your rights under U.S. copyright law, you may file a complaint with Cox's designated agent. Please contact DMCA@Cox.com for information necessary to file your complaint with Cox.

19. E-Rate Customers This paragraph applies only to educational institutions or libraries seeking reimbursement under the Federal Universal Service Fund. Customer shall apply annually to the Schools and Libraries Division, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied SLD funding for any reason, Cox may then elect to decrease the level of Services provided to Customer. If full E-Rate funding is not received within 6 months of application date, or by the opening of the application window for the following funding year, then Cox may terminate the Agreement without further liability to either party. Additionally, if full E-Rate funding is not received and Cox elects to terminate the Services during the Term, then Customer may be subject to termination liabilities.

20. VoiceManager Service In addition to these terms and conditions, if Customer purchases VoiceManager under this Agreement, the terms and conditions located at <http://www.coxbusiness.com/products/voice/voicemanager> and set forth in Sections A.2, A.3, and A.4 of this Agreement shall apply to VoiceManager. The VoiceManager web site contains descriptions and charges for a network interface fee and ancillary services such as directory assistance, 411 charges, directory listing and operator services. Prices and rates for the network interface fee and ancillary services are subject to change from time to time during the term of this Agreement. The VoiceManager web site is incorporated into this Agreement as if fully set forth herein.

21. Demarcation The demarcation point for 1) Cox's telephone service, is the punch-down box installed by Cox at Customer's location; and 2) Cox's internet service, is the Ethernet port of the internet connection provided to Customer by Cox. Unless otherwise agreed by the parties, Customer is responsible for wiring, cabling, equipment and access beyond the applicable demarcation points.