

Windstream

MASTER SERVICES AGREEMENT

The **MASTER SERVICES AGREEMENT** (the "*Agreement*") effective as of July 1, 2023, by and between Windstream Holdings II, LLC ("Windstream"), and School Board of Suwannee County, Florida, ("SCSB").

Windstream has submitted a service agreement (Exhibit A) to SCSB for the delivery of certain Internet-related services. Windstream and the lease of or access to certain equipment to SCSB for its schools. Windstream and SCSB contemplate that funding for a substantial portion of the fees payable by SCSB to Windstream for such services and equipment will be provided by the Schools and Libraries Universal Service Support Mechanism, a federal government program commonly referred to as E-rate ("*E-rate*"), which is administered for the Federal Communications Commission by the Schools and Libraries Division ("*SLD*") of the Universal Service Administrative Company. SCSB wishes to accept Windstream's proposal and to engage Windstream on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties do hereby represent, warrant, covenant and agree as follows:

1. DELIVERY OF SERVICES. SCSB hereby engages Windstream to provide during the term (as defined below) the services listed in Exhibit A attached hereto under the heading Services Provided (collectively, the "*Services*:"), at the District building and all locations and/or schools within the school district (collectively, the "*Service Locations*"). Windstream hereby accepts such engagement on the terms and conditions set forth herein. Nothing in Exhibit A supersedes this Master Agreement.

2. TERM.

2.1 The initial term (the "*Initial Term*") of this Agreement with respect to the provision of the Services and the lease of Phone and Internet related services shall be for a period of 5 (five) years, beginning on July 1, 2023 (the "*Commencement Date*"), and ending on the day prior to the anniversary of the Commencement Date, unless sooner terminated in accordance with the terms and conditions as herein set forth.

3. PAYMENTS TO WINDSTREAM

3.1 For and in consideration of Windstream's delivery of the Services and the access to the Leased Access Hosting Environment in accordance with the terms of this Agreement, SCSB shall pay to Windstream, each year during the Term, the amount set forth in Exhibit A, as adjusted in accordance with Section 5.4 hereof (the "*Annual Payment*"). SCSB shall be responsible to pay to Windstream any and all portions of the Annual Payment not funded by SLD, whether by mistake or otherwise.

3.2 With respect to the Initial Term, the portion of the total annual cost of service not funded by, or predicted to not be funded by, the SLD shall be due and payable to Windstream on or

around the contract commencement date, regardless of the SCSB's receipt of the SLD Funding Commitment.

4. REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND COVENANTS OF WINDSTREAM.

4.1 Windstream hereby represents and warrants to SCSB that Windstream has good and marketable title to Windstream and its related components, and that Windstream is authorized to enter into this Agreement, to provide the Services as provided for in this Agreement, and to provide access to the Leased Access Hosting Environment.

4.2 Windstream shall, at its own expense, repair, maintain and, if necessary, replace any or all network equipment in order to maintain reliable and consistent internet access by SCSB.

4.3 Windstream shall render the services under this Agreement in accordance with all federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act, Civil Rights laws, E-Verify, Florida Statutes, and Board of Education policies and procedures. Windstream further agrees it will indemnify and hold SCSB, its agents, servants and successors harmless from any claims asserted against SCSB arising out of Windstream's violation of FERPA or a violation of SCSB's policies and procedures, including for any costs and attorney's fees incurred by SCSB in defending such claims. While performing services under this Agreement, Windstream agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SCSB.

5.1 SCSB hereby represents and warrants to Windstream as follows:

(a) SCSB has all requisite power and authority to execute and deliver this Agreement and perform its obligations under this Agreement. The execution and delivery of this Agreement by SCSB and the consummation by SCSB of the transactions contemplated hereby have been duly authorized by SCSB, and no other proceedings on the part of SCSB are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by SCSB and constitutes a legal, valid and binding agreement of SCSB, enforceable against SCSB in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and except as may be limited by general principals of equity. SCSB has complied in full with all applicable public bidding and other applicable legal requirements with respect to this Agreement and the transactions contemplated hereby.

(b) SCSB has sufficient appropriations and other funds available to it to pay all amounts due hereunder for its current fiscal period, including the Annual Payment for the initial Term.

6. INDEMNIFICATION.

6.1 SCSB agrees to indemnify and hold Windstream , its agents, servants and successors harmless for any claims, costs, losses or damages caused by or arising out of SCSB's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

6.2 Windstream agrees to indemnify and hold SCSB, its board of education, agents, servants and successors harmless for any claims, costs, losses or damages arising out of or caused by Windstream's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

7. TERMINATION.

7.1 Any obligations incurred by SCSB pursuant to this Agreement shall be paid from funds allocated for this purpose and the SCSB agrees to act in good faith in budgeting funds to pay its obligations under this agreement. Notwithstanding any other provision of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at anytime not forthcoming or insufficient, as determined in the discretion of the SCSB, then SCSB shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

7.2 Either party may terminate this Agreement for material breach of the contract. Prior to termination, the non-breaching party must give the breaching party written notice of its intent to terminate. If the breaching party cures the breach to the satisfaction of both parties within five (5) working days of the issuance of written notice, the contract will not be terminated. In the alternative, either party may terminate this Agreement without cause with thirty (30) days written notice.

7.3 At the time of termination, any amount paid by the SCSB, but not yet earned by Windstream will be returned to the SCSB on a pro rata basis. The SCSB will pay Windstream for any noncancellable obligations and services performed prior to the termination date.

8. MISCELLANEOUS.

8.1 Prior to commencement of work for SCSB, Windstream shall provide to SCSB a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor. Windstream shall also provide SCSB a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8.2 All notices and other communications hereunder shall be in writing and shall be deemed to have been given only if and when: (1) personally delivered; or (2) three business days after mailing, postage prepaid, by certified mail; or (3) when delivered (and receipted for) by an overnight delivery services; or (4) when delivered by facsimile transmission for which automatic confirmation has been received, addressed in each case as follows:

If to SCSB, to:

School Board of Suwannee County, Florida

Attn: Josh Williams, Director of Information Technology

1740 Ohio Avenue, South

Live Oak, FL 32064

Telephone: 386-647-4103

Fax: 386-364-3576

CC: School Board of Suwannee County, Florida

Attn: Ted L. Roush, Superintendent of Schools

1740 Ohio Avenue, South

Live Oak, FL 32064

Fax: 386-364-2635

Telephone: 386-647-4604

If to Windstream, to:

Windstream

P.O. BOX 698

ALACHUA, FL 32615

FAX: 330-486-3141

A party may change its address by written notice, given in accordance with this Section, to the other party.

8.5 All covenants, agreements, representations, and warranties made herein or any certificate or instrument delivered to the parties pursuant to this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

8.6 All waivers and consents given hereunder shall be in writing. No waiver by any party of any breach or anticipated breach of any provision hereof by the other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or the other party.

8.7 This Agreement, including the exhibits and appendices hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended

or terminated except by a written instrument specifically referring to this Agreement signed by each of the parties or as otherwise provided in this Agreement.

8.8 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party to this Agreement by any court or other governmental or judicial authority by reason of such party's having or being deemed to have structured or dictated such provisions.

8.9 Each of the parties agree that this Agreement will fully bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.10 All conditions of the obligations of the parties, and all undertakings herein, except as otherwise provided by a written consent, are solely and exclusively for the benefit of the parties and their permitted successors and assigns, and no other person or entity shall have standing to require satisfaction of such conditions or to enforce such undertakings in accordance with their terms or be entitled to assume that any party will refuse to complete the transactions contemplated hereby in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed a beneficiary of such conditions or undertakings, any or all of which may be freely waived in whole or in part, by mutual consent of the parties at any time, if in their sole discretion they deem it desirable to do so.

8.11 This agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

8.12 The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.13 In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.


8.14 This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

8.15 Windstream certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SCSB 2024-01(REVISED/RENEWAL)

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 14th day of February, 2023.

SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

By: 
Name: Jerry Taylor

Title: Chairman

ATTEST: 

Name: Ted L. Roush

Title: Superintendent of Schools

"Approved as to Form and Sufficiency
BY 

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Windstream Holdings II, LLC

By: 
C24A3E6880A4496...

Name: Danette Canfield

Title: Representative



SERVICE AGREEMENT

AMENDMENT TO WINDSTREAM AGREEMENT

This AMENDMENT ("Amendment") effective as of the latter of the signature dates below, amends the Agreement, in addition to any and all related addenda or amendments (collectively, the "Agreement"), by and between Suwannee County School District ("Customer") and the Windstream legal entity(ies) providing the Service to Customer, as identified on Customer's bill ("Windstream").

TERMS OF AMENDMENT

Windstream and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2547499, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged. All amended Services are subject to the Term stated on the Quote.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto.

Suwannee County School District
 AUTHORIZED REP.
 (PRINTED NAME): Ted L. Roush
 SIGNATURE:
 TITLE: Superintendent of Schools
 DATE: FEB 14 2023

WINDSTREAM
 AUTHORIZED REP. jason dudley
 (PRINTED NAME): DocuSigned by:
 SIGNATURE:
 TITLE: Sr Director -CA
 DATE: 2/13/2023

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
 BY
 Leonard J. Dietzen, III
 Rumberger, Kirk & Caldwell, P.A.
 Suwannee School Board Attorney"

Exhibit A**SERVICE AGREEMENT****Account Summary**

Customer Name	Suwannee County School District
Quote #	2547499
Windstream Kinetic Representative	Danette Canfield
Contract Term Length	60 Months
Effective Date	January 5, 2023
MMF	\$0.00

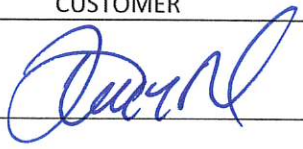
Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Internet Service	\$1,616.00	\$0.00
Services	\$96.00	\$0.00
Total	\$1,712.00	\$0.00

Service Agreement Summary

This Service Agreement is subject to and controlled by the Kinetic Business By Windstream Service Terms and Conditions and the service-specific terms and conditions located at <https://www.windstream.com/about/legal/kinetic-business-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. By your signature you warrant that you have read, understand and agree to the Service Agreement and Kinetic Business By Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER

Signature: 

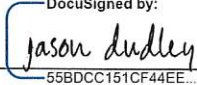
Printed Name: Ted L. Roush

Title: Superintendent of Schools

Date: FEB 14 2023

WINDSTREAM

DocuSigned by:

Signature: 

Printed Name: jason dudley

Title: Sr Director -CA

Date: 2/13/2023

This offer is voidable by Windstream if not signed and returned by 2/19/2023.


Chairperson, Suwannee County School Board

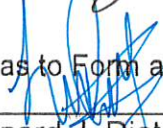
"Approved as to Form and Sufficiency
BY 
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Exhibit A



SERVICE AGREEMENT

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
SUWANNEE CO SCHOOL BOARD	\$1,712.00	\$0.00	\$0.00

Location Detail

Location Name	SUWANNEE CO SCHOOL BOARD	Account Number	200160091
Location Address	1740 Ohio Avenue, South , LIVE OAK, FL 32064	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$1,712.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Internet Service			\$1520.00
Ethernet	1	Included	
Internet Service (10,000.0 Mbps)	1	Included	
STATIC IP BLOCK OF 64	1	\$96.00	\$96.00
Services			
ADDITIONAL IP ADDRESSES	1	\$96.00	\$96.00
		Total	\$1,712.00