

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 UNION COUNTY ("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# 2891231, 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.

UNION COUNTY	
AUTHORIZED REP. (PRINTED NAME):	Brian W. Matthews
SIGNATURE:	
TITLE:	County Manager
DATE:	

WINDSTREAM	
AUTHORIZED REP. (PRINTED NAME):	
SIGNATURE:	
TITLE:	
DATE:	

Approved as to Legal Form RLM

This instrument has been preaudited in the manner required
by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

Account Summary

Customer Name	UNION COUNTY
Quote #	2891231
Windstream Kinetic Representative	Christopher McNeil
Contract Term Length	36 Months
Effective Date	May 5, 2025

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
VLS	\$2,595.25	\$0.00
Services	\$298.00	\$0.00
Total	\$2,893.25	\$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.windstreamenterprise.com/wp-content/uploads/2024/04/Kinetic-Business-by-Windstream-Service-Terms-and-Conditions.pdf>, 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.

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CUSTOMER

WINDSTREAM

Signature: _____

Signature: _____

Printed Name: Brian W. Matthews

Printed Name: _____

Title: County Manager

Title: _____

Date: _____

Date: _____

~~This offer is voidable by Windstream if not signed and returned by 6/19/2025.~~

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^{*}, as modified by the "Amendment to Windstream Agreement" dated December 20, 2021,

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
UNION COUNTY	\$700.00	\$0.00	\$0.00
UNION COUNTY	\$380.25	\$0.00	\$0.00
UNION COUNTY	\$298.00	\$0.00	\$0.00
UNION COUNTY SHERRIFF	\$1,515.00	\$0.00	\$0.00

Location Detail

Location Name	UNION COUNTY	Account Number	207579530
Location Address	130 BLYTHE DR , INDIAN TRAIL, NC 28079-7669	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$700.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
VLS			\$700.00
500 MB ETHERNET VLS SERVICE	1	Included	
VLS - Intrastate	1	\$0.00	\$0.00
Total			\$700.00

Location Detail

Location Name	UNION COUNTY	Account Number	216136469
Location Address	315 WAXHAW INDIAN TRAIL RD S , WAXHAW, NC 28173-7759	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$380.25

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
VLS			\$380.25
100 MB ETHERNET VLS SERVICE	1	Included	
VLS - Intrastate	1	\$0.00	\$0.00
Total			\$380.25

Location Detail

Location Name	UNION COUNTY	Account Number	216613711
Location Address	3370 PRESSON RD , MONROE, NC 28112-9140	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$298.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Services			
BUSINESS LN-CONTRACT RATE	3	\$30.00	\$90.00
Services			
BUS WRLESS GATEWAY-PRO INSTALL	1	\$10.00	\$10.00
Services			
1 GIG SPEED RANGE	1	\$99.00	\$99.00
Services			
BUSINESS HSI INTERNET-TIER 1	1	\$99.00	\$99.00
Total			\$298.00

Location Detail

Location Name	UNION COUNTY SHERRIFF	Account Number	208968827
Location Address	3370 PRESSON RD , MONROE, NC 28112-9140	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$1,515.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
VLS			\$1515.00
1000 MB ETHERNET VLS SERVICE	1	Included	
VLS - Intrastate	1	\$0.00	\$0.00
Total			\$1,515.00

APPLICATION FOR CREDIT

Representative: Christopher McNeil

Representative Phone: (704) 845-7507

CUSTOMER INFORMATION

Customer Name: UNION COUNTY

Federal Tax ID or SS Number: _____

Notice Address: _____

City: _____

State: _____

Business Structure: _____

Nature of Business: _____

Tax Exempt Status: _____

EMR: _____

Years in Operation: _____

Number Of Employees: _____

Zip: _____

PARENT COMPANY (if Applicable)

Company Name: _____

Address: _____

City: _____

State: _____

Zip: _____

CUSTOMER CONTACT INFORMATION

Contact Name: _____

Contact Phone: _____

Contact Fax: _____

Contact Email: _____

AP Contact Name: _____

AP Contact Phone: _____

AP Contact Fax: _____

AP Contact Email: _____

Principal/Partner/Officer Full Name: Contact Name: _____

Title: _____

BANK REFERENCE

Bank Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Bank Contact Name: _____

Bank Contact Phone: _____

Bank Contact Fax: _____

Account Number: _____

TRADE REFERENCES

Vendor

Account Number

Phone

Fax

Contact

1. _____

Address: _____

2. _____

Address: _____

3. _____

Address: _____

Current Local Telco: _____

Current I.D. Carrier: _____

Authorization

I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provides is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Company, and its affiliates, to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the Customer applying for credit has the financial ability and willingness to pay for all invoices with established terms.

Accepted By Customer

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Jurisdictional Traffic Certification

THIS JURISDICTIONAL TRAFFIC CERTIFICATION ("Certification") is between Windstream and UNION COUNTY ("Customer"), and supplements the Service Agreement identified by Quote # 2891231 ("Agreement") between Windstream and Customer ("Parties").

WHEREAS, Windstream and its affiliates are subject to certain Federal Communications Commission ("FCC") jurisdictional classification reporting requirements;

WHEREAS, Customer has ordered certain Services that are considered private line or similar;

WHEREAS, to comply with the FCC reporting requirements, Windstream's customers subscribing to private line or similar services must provide a traffic usage certification as outlined herein;

WHEREAS, private line services may be used to either carry telecommunications traffic within only the Customer's state (intrastate) or 10% or greater of the telecommunications traffic is carried outside of the state (interstate);

WHEREAS, the classification of Customer's traffic is directly related to the amount of Federal Universal Service Fund ("FUSF") surcharges assessed on the Services;

WHEREAS, based on information from the Customer, Windstream has classified the services as interstate or intrastate on the Quote;

WHEREAS, the Customer certifies to the classification as follows:

1. Customer certifies that Services labeled as intrastate or interstate on the Quote are correct and meet the descriptions below:
 - a. Intrastate Services – Either no telecommunications traffic or less than 10% of telecommunications traffic will cross a state border.
 - b. Interstate Services – Either all telecommunications traffic or more than 10% of telecommunications traffic will cross the state border.
2. Customer acknowledges that Windstream's determination of applicability of the FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event that Windstream exempts Customer from the payment of the FUSF Surcharges based upon this Certification, and Windstream later determines that the Certification is incorrect, then Windstream may bill Customer, and Customer will pay, any and all FUSF Surcharges that were not billed, plus applicable late fees. Customer agrees to indemnify and hold harmless Windstream from any and all claims arising from the information, representations or certifications made in this Certification.
3. Customer further acknowledges and agrees that: (i) it has a duty to update this certification within thirty (30) days to the extent to that its usage changes and this Certificate is no longer accurate; and (ii) Windstream may provide a copy of this Certificate to the Universal Service Administrator, the FCC, state regulatory agencies and taxing authorities, legal counsel, or an auditor.
4. Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

I certify that the representations above are true and accurate and that I am duly authorized by Customer to make representation and certifications herein on behalf of Customer.

(Customer)

AUTHORIZED REP.

(PRINTED NAME):

SIGNATURE:

TITLE:

DATE:

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Windstream VoIP 911 Disclosure

Windstream and its affiliates (collectively, “WIN”) are subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP Services:

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

Loss of 911 services due to power failure or Internet connection failure:

Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any internet connection failure, including a suspension for nonpayment, will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non-VoIP line) for elevator, alarm, and other critical functions.

To ensure that 911 calls are properly routed:

- **Do not move the equipment installed at your premise to another location.** Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working. If you move equipment provided as part of the WIN VoIP Service to another location, you must update your service address with WIN prior to using the service from a different location. Use of your equipment at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service,** you must update your service address prior to using the service from a different location in order for your current location to be transmitted automatically and accurately to emergency services. Use of your software telephone at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **Always state the telephone number and address that you are calling from to the 911 operator.** The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- **Contact WIN when you plan to move your service address: WIN customers should contact the WIN Business Center at 1-800-600-5050, Windstream New Edge (formerly EarthLink Business) customers should contact Customer Care at 1-800-239-3000 and Broadview customers should contact the OfficeSuite® Support Center at 1-800-623-VOIP (8647).** Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we will provide stickers to be placed on or near all of your telephones and devices.

To Report a Change to Your Service Location:

- WIN Customers - Contact Customer Service at 1-855-361-7792.
- Windstream New Edge Customers - Contact Customer Care at 1-800-239-3000.
- Legacy Broadview Customers - Contact the OfficeSuite® Support Center at 1-800-623- VOIP (8647). For Broadview customers with PC/Softphone service, you may also update your address when prompted upon login.
- For Customers with Windstream Hosted Communications - Contact WHC Repair at 1- 855-759-7420. Customers using Windstream Hosted Communications on a smart phone may also access the Windstream Hosted Communications Client Software application to update.
- Legacy MassComm Customers – Contact your Account Manager directly or use 1-866- 791-6277.

Customer Affirmation of Notification

I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or Internet outage, in the event I fail to update my service address with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

Brian W. Matthews, County Manager

Printed Name

Signature

204966924

Account Number

Date