



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

March 6, 2019

Uniti Fiber, LLC, (Southern Light)
107 St. Francis Street, Suite 1800
Mobile, AL 36602
ATTN: Paul Bullington

REFERENCE: Request for Proposals (RFPs) for Internet and Telecommunications Services
for the Baldwin County Commission

Dear Mr. Bullington:

The Baldwin County Commission during their regularly held meeting on March 6, 2019, **awarded** your firm the Request for Proposals for Internet and Telecommunications Services in the amount of **\$79,780.72 per year** for thirty-six (36) months.

Enclosed is your copy of the executed Contracts. Your contact with Baldwin County Commission for these services will be Brian Peacock, CIS Director, at (251) 580-2598.

If you have any questions, please contact the Purchasing Director, Wanda Gautney at (251) 580-2520.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG:wg Item BE-6

Attachment

cc: Wanda Gautney, Purchasing Director
Brian Peacock, CIS Director



Service Order

| | | |
|----------------------|---|---|
| Offer Date: | 2/14/2019 | |
| Description: | Voice Service Baldwin County Commission | |
| Opp. Number: | OPP-154988 | |
| Requested By: | Baldwin County Commission 1569280 Charles F. Gruber | (251) 943-5061 |
| Offered By: | Uniti Fiber Scott McMahan | scott.mcmahan@uniti.com (251) 445-1807 |

| Locations <i>Note: For Ethernet orders, "A" is Remote location and "Z" is Host location</i> | |
|---|--|
| A 1 Location: | Bay Minette-105 West 3 rd Street, 105 W 3 rd Street, Bay Minette, AL 36507 |
| A 1 CPE Location: | Baldwin County Commission Annex IV |
| A 2 Location: | Robertsdale-23100 McAuliffe Drive, 23100 McAuliffe Drive, Robertsdale, AL 36567 |
| A 2 CPE Location: | Baldwin County EMA |
| Z Location: | Uniti Fiber Voice |
| Z CPE Location: | Uniti Fiber Voice |

| Selection | Service | Term | Monthly Recurring Charge | Non-Recurring Charge |
|-----------|---------|------|--------------------------|----------------------|
| X | Voice | 36 | \$2,710.00 | \$0.00 |

Remarks

1. Offer represents the SIP trunk services to be provided to Baldwin County Commission at the Main location in Bay Minette and the fail over location in Robertsdale.
Services are summarized on page 2 of this Service Order Form.

2. The Long Distance portion of the Voice Services provider are usage based and will vary.

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date. Please provide separate Implementation Form as soon as possible, via email as electronic or scanned document to orders@uniti.com or via fax to 251-445-0642.

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer.

Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.

By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request.

Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This order fully incorporates the March _____, 2019 Uniti Fiber Standard Terms and Conditions.

Uniti Fiber

Signature: *Paul Bullington*

Name (printed): Paul Bullington

Title: SVP Strategic Operations

Date: 2/18/2019

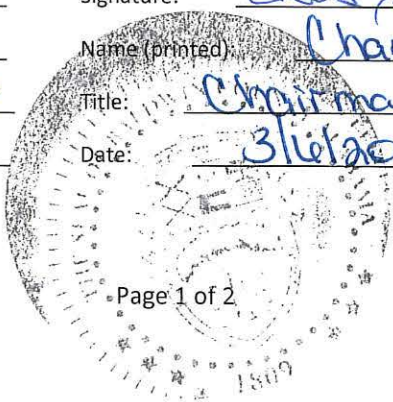
Baldwin County Commission

Signature: *Charles F. Gruber*

Name (printed): Charles F. Gruber

Title: Chairman

Date: 3/16/2019



Trunking Cost Analysis Table

| ALL LOCATIONS | SIP | | Line Total | | | Southern Light, LLC a UNITI Fiber Company Comment |
|-----------------------------|------------------|------|------------|---------|----------|---|
| | Unit Cost | Qty | NRC | MRC | ARC | |
| Trunk Facility | included | | - | - | - | |
| Trunk/Channels | \$ 15.00 | 174 | \$- | \$2,610 | \$31,320 | |
| DIDs/TNs | \$ 0.10 | 1000 | \$- | \$100 | \$1,200 | |
| Add-On Boards | n/a | | - | - | - | |
| License | included | | - | - | - | No separate fee, inclusive in the Monthly rate for the Trunk Channels |
| SBC Hardware | n/a | | - | - | - | |
| SBC Licensing | included | | - | - | - | No separate fee, inclusive in the Monthly rate for the Trunk Channels |
| Long Distance Intrastate | \$ 0.02 | | - | - | - | usage based per minute charge billed in 6 second increments |
| Long Distance Interstate | \$ 0.02 | | - | - | - | usage based per minute charge billed in 6 second increments |
| Long Distance International | country specific | | - | - | - | see separate rate card |
| Long Distance Other | \$ 0.02 | | - | - | - | usage based per minute charge billed in 6 second increments |
| Installation | Included | | - | - | - | No separate fee, inclusive in the Monthly rate for the Trunk Channels |
| Totals: | | | \$- | \$2,710 | \$32,520 | Total includes known MRC, without the consumable LD items |

Notes:

1. This is a summary page for all requested Trunk/Channels and DIDs/TNs regardless of the the number of each divided up amongst all county sites.
2. LD Intrastate and LD Interstate will be the same rate per minute used regardless of which county location the calls originate.
3. LD International is country specific and will be provided on a separate rate card within this response.

COLOCATION LICENSE AGREEMENT

This Colocation License Agreement ("Agreement") is made and entered into as of the last date executed below between UNITI FIBER, LLC, an Alabama limited liability company, ("PROVIDER"), having its principal place of business at 107 St. Francis Street, Suite 1800, Mobile, Alabama 36602, and Baldwin County Commission, ("CUSTOMER"), having its principal place of business at Baldwin County Administration Building, County Commission Office, 322 Courthouse Square, Bay Minette, AL, 36507.

All Colocation facilities are pending Uniti Fiber's Engineering approval based upon the information provided to Uniti Fiber by Customer in the Colocation Service Inquiry Form. Any approved facilities shall be presented to Customer as a Colocation Schedule pursuant to Section 1.A. below.

1. **LICENSE:**

- A. Uniti Fiber hereby grants CUSTOMER a license to occupy certain designated space (the "Space") within the Uniti Fiber Colocation Facility located at **650 Clinic Drive, Suite 2700, Mobile AL 36688** (the "Facility"). Separate "Colocation Schedules" may be attached hereto in the future for each separate site where Colocation will be established. All Colocation Schedules, upon their execution by both Parties, shall be incorporated herein and shall become a part hereof. By executing a Colocation Schedule, Customer accepts the Space on an "AS-IS, WHERE IS" basis. Customer may only use the Space to install, maintain, monitor, operate, replace, repair and remove certain of its data processing and telecommunications equipment (the "Equipment") as specified on the Colocation Schedule.
- B. Unless agreed otherwise or unless Uniti Fiber elects to provide a separate space, Uniti Fiber shall provide all Colocation space in a joint use Colocation area. This space is an area where Uniti Fiber customers share Colocation space and Uniti Fiber shall have no obligation to separately cage or in any other way separate Customer's equipment from space or equipment of other parties.
- C. Customer acknowledges that it has been granted only a license to occupy the Space and that it has no real property interests therein. Customer shall not utilize the Facility for any unlawful purposes, nor shall it assign, mortgage, sublease, encumber or otherwise transfer any Space or license granted hereunder. Any attempt by Customer to encumber the Space or permit the use or occupancy by anyone other than Customer shall be void.
- D. Customer acknowledges its receipt of and acceptance of Uniti Fibers' Joint House Rules policy attached hereto.

2. **TERM AND TERMINATION:**

- A. The term of a license shall be for 36 months and shall commence on the first day the Space is made available by Uniti Fiber (the "Commencement Date"), but shall be immediately terminable by Uniti Fiber upon the termination, expiration or cancellation for any reason of (i) any underlying agreement between Uniti Fiber and any other party involving Uniti Fiber's continued use of the Facility, or (ii) this Agreement. Following the expiration of the license term as set forth in the Colocation Schedule for a Space, Customer's license shall automatically renew on a month to month basis in accordance with the same terms and conditions specified herein, unless terminated by either Customer or Uniti Fiber upon sixty (60) days prior written notice.
- B. Uniti Fiber shall not be liable to Customer in any way as a result of Uniti Fiber's failure (for any reason) to tender possession of the Space to Customer on or before the commencement date. Any delay in tendering possession of the Space to Customer for any reason other than the acts or omissions of Customer shall relieve Customer of its obligation to pay the monthly recurring charges (MRC) set forth herein until possession of the Space is delivered to Customer.
- C. Upon termination of agreement, Customer will, at Customer's sole cost, promptly remove any of its equipment used exclusively in connection with performance from Uniti Fiber's facilities, and restore equipment space to its original condition, reasonable wear and tear expected. Because removal of installed cabling may cause damage to other cables or fiber, Customer agrees to relinquish its cabling to Uniti Fiber in lieu of removal. Upon termination all cabling will automatically be conveyed to Uniti Fiber. If Customer does not remove its equipment within ninety (90) days of the Agreement termination date, Uniti Fiber, at its sole option, may assume such fact as conclusive evidence of intent by Customer to abandon such equipment, and will entitle Uniti Fiber to remove the equipment without notice to Customer or liability to Uniti Fiber. Such equipment when removed will belong to Uniti Fiber as partial compensation for the cost of removal and disposition of the equipment.

3. **CHARGES, FEES, and TAXES:**

- A. MRCs shall be payable in advance and without notice or demand and without abatement, deduction, counterclaim or setoff commencing on the first day the Space is made available by Uniti Fiber and on the first day of each calendar month thereafter. Installation and non-recurring charges are due when invoiced. MRCs shall be prorated for partial months. The MRCs may be increased from time to time during the term of the license by reason of (i) any increases payable by Uniti Fiber to its landlord(s) under the lease for the Facility or Rights of Way in which the Space is located; (ii) any increases incurred by Uniti Fiber in any of the services to the Facility procured by Uniti Fiber directly from the provider

Uniti Fiber Colocation License Agreement

thereof; and (iii) any increases in real property taxes assessed against the Facility which Uniti Fiber is liable to pay. Customer's share of any such increases shall be pro-rated based on the number of linear feet in the Space as a percentage of the total number of linear feet in the Facility.

- B. Payments of fees for Services shall be made within thirty (30) days following the invoice date ("Due Date"). Past due payment shall accrue interest at the rate of a rate of 6% per annum. Customer will be responsible for all expenses (including reasonable attorney's fees) incurred by Uniti Fiber in collecting past due amounts.

- D. Upon disputing any charges, Customer shall (i) pay all undisputed charges by the Due Date; (ii) present by the Due Date a written statement of amounts disputed in good faith in reasonable detail with supporting documentation; and, (iii) negotiate in good faith to resolve and bonafide dispute within sixty (60) days. (b) Disputed charges resolved in favor of Uniti Fiber, with a Late Fee, will be due and payable on the following month's billing cycle. Disputed charges resolved in favor of Customer will be credited to Customer and no late fees shall apply.

- E. The parties agree that, during the term of this Colocation License Agreement, or any extension thereof, Uniti Fiber shall have the right to increase the monthly rent charged to Customer in an amount sufficient to cover any increase in utility expense on a pro-rata basis, upon five (5) business days notice.

4. DEFAULT

- A. Default" shall occur if (a) Customer fails to make payment as required under this Agreement and such failure remains uncorrected for three (3) business days after written notice from Uniti Fiber; or (b) Customer fails to perform or observe any material term or obligation contained in this Agreement, and any such failure remains uncorrected for thirty (30) days after written notice from Uniti Fiber.

- B. In the event of Customer default for any reason, Uniti Fiber may (i) suspend Services to Customer, (ii) terminate this agreement, and/or (iii) remove the equipment upon thirty (30) days written notice to Customer or liability to Uniti Fiber and issue an invoice to customer for the cost of removal and storage.

- C. If this agreement is terminated because of a customer default, customer shall be obligated to pay all remaining MRC and non-recurring charges (NRC) amounts owed to Uniti Fiber under this agreement through the date of termination.

5. MAKE-READY:

If applicable, Customer shall pay Uniti Fiber the amount set forth in each Colocation Schedule for the cost of engineering or improvements to the Space required to be made by Uniti Fiber in order to accommodate Customer's Colocation into the Space (the "Make-Ready Fee"). The Make-Ready Fee shall be payable to Uniti Fiber upon Customer's execution of the Colocation Schedule for the Space. Title to such improvements shall remain vested in Uniti Fiber.

6. MAINTENANCE:

- A. Uniti Fiber shall be responsible for maintenance of the Facility and the Space. Customer shall not make any physical alterations, changes, additions or improvements to either the Facility or the Space without Uniti Fiber's prior written consent.
- B. Customer's Maintenance responsibilities include, but are not limited to, the following:
- i. Customer shall notify Uniti Fiber of the type of equipment it plans to install as well as the Number of Racks required, Floor Loading, Power Requirement, and Heat Release.
 - ii. Customer shall arrange for the transit delivery of all Equipment to the Space at its sole cost and expense.
 - iii. Customer shall provide Uniti Fiber with reasonable prior notice (not less than two (2) business days) of the actual delivery date of the Equipment.
 - iv. Customer shall not cause harm to the Space or the Facility of Uniti Fiber, or third parties.
 - v. Customer shall not interfere in any way with Uniti Fiber's use or operation of the Facility or with the use or operation of any third party facilities.
 - vi. Customer shall not physically conflict or electrically interfere with the facilities of Uniti Fiber or third parties.
 - vii. Customer shall be in full compliance with Data Center Colocation industry standards, NEC' and OSHA requirements, and in accordance with Uniti Fiber's requirements and specifications.
 - viii. All Equipment must be mounted on 19-inch racks, and using appropriate brackets, except where otherwise expressly permitted in writing by Uniti Fiber. Customer is solely responsible for assuring that the Equipment is mounted in an efficient and appropriate manner.

Uniti Fiber Colocation License Agreement

- ix. All cabling regardless of location, shall be tied and organized, run to the side of the rack off the floor, and labeled. Connectors must be secured in the interface socket. Cables must not be plugged into another Customer's power source.
- x. Customer shall be responsible for proper maintenance of collocated equipment and rack space. Improper maintenance of space can be grounds for terminating contract.
- xi. Customer shall, at all times, comply with Uniti Fiber's rules and regulations regarding access to its facilities, (as they may be amended from time to time by Uniti Fiber), including without limitation, adequate notice before entry (not less than one business day), appropriate dress and professional conduct. Uniti Fiber may remove any personnel of Customer not in compliance with its rules and regulations and may prohibit access by any person at its discretion.
- xii. Any party seeking to install any equipment at such facility or connection without the express written authorization of Uniti Fiber shall be denied entry to the Space.
- xiii. Customer is responsible for providing to Uniti Fiber:
 - i. Contact telephone number for the Customer technical personnel who are readily accessible 24 hours a day, 7 days a week.
 - ii. Name and contact number for the Customer employee or designate that will have authority to grant, remove and/or modify access privileges of its employees or third party vendors.
 - iii. Dismal of employees or third party vendors upon change of status to allow Uniti Fiber to remove/revoke access privileges in a timely manner.

7. APPROVALS:

- A. Customer shall submit to Uniti Fiber all building construction and electrical requirements and architectural and engineering drawings indicating the proposed installation for approval. Customer may not perform any construction or install any Equipment without written approval from Uniti Fiber. Uniti Fiber reserves the right to accept or reject Customer's design at its sole discretion. All costs of design work shall be Customer's responsibility.
- B. Uniti Fiber shall inspect the completed installation and must approve the same in writing before Customer is allowed to utilize the Equipment for any reason. Any installations that do not comply with the approved drawings will be subject to rejection by Uniti Fiber. Uniti Fiber reserves the right to order the Customer to make reasonable modifications to any installations.

- C. Customer is solely responsible for obtaining any and all necessary building permits or other authorizations required for Colocation of its Equipment.

8. RELOCATION of FACILITIES

- A. Uniti Fiber may relocate the licensed space upon thirty (30) days prior written notice to Customer, except in the event of an emergency, when no prior notice may be given. If relocation of Facilities is required, Customer shall be responsible for relocating all customer equipment at Customer's expense. Uniti Fiber shall bear all expenses associated with making Customer's new space ready, including, but not limited to, all power and cabling work required to deliver contracted service. Uniti Fiber and Customer will work together in good faith to minimize any disruption of service in connection with such relocation.

9. INSURANCE, INDEMNITY, and LIMITATION OF LIABILITY:

- A. While a license is in effect, Customer shall maintain in force and effect policies of insurance as follows:
 - (i) Comprehensive General Liability Insurance, including contractual liability and broad form property damage, covering personal injury or death and property damage with a combined single limit of at least \$1 million; and
 - (ii) Workers Compensation Insurance with limits required by the laws of the state in which the Space is located.

Customer's insurer shall provide Uniti Fiber with at least ten (10) days prior written notice of cancellation or change in coverage. All insurance required of Customer shall be evidenced by certificates of insurance provided to Uniti Fiber.

- B. Uniti Fiber does not warrant that the integrity of the Space or the Facility will be free from any disruptions and Uniti Fiber shall not be liable therefore. Uniti Fiber's entire liability for any such disruptions, or any other matter giving rise to a claim with respect to the Space or Facility, shall not exceed in any case the MRCs paid by Customer for the month in which such disruption or other matter occurred.

- C. IN NO EVENT SHALL UNITI FIBER BE LIABLE TO CUSTOMER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

10. DAMAGE TO FACILITY:

- A. If the Facility in which the Space is located is damaged by fire, other casualty or Act of God, Uniti Fiber shall give immediate notice to Customer of such damage. If Uniti Fiber's landlord or Uniti Fiber exercises an option to terminate the lease due to such damage or Uniti Fiber's landlord or Uniti Fiber decides not to rebuild the Facility in which the Space is located, this Agreement shall terminate as of the date of such exercise or decision as to the affected Space, and the MRC paid by Customer shall be modified accordingly. If neither the landlord of the affected Facility nor Uniti Fiber exercises the right to terminate or not to rebuild, the landlord or Uniti Fiber, as applicable, shall repair the Facility to substantially the same condition as prior to the damage, completing the same with reasonable speed. In the event that such repairs are not completed within a reasonable time, Customer shall thereupon have the option to terminate this Agreement with respect to the affected Space, such option shall be the sole remedy available to Customer against Uniti Fiber hereunder relating to such failure. If the Space or any portion thereof shall be rendered unusable by Customer by reason of such damage, the MRC for such Space shall proportionately abate for the period from the date of such damage to the date when such damage shall have been repaired for the portion of the Space rendered unusable.
- B. Uniti Fiber will not insure or be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by the Customer, or its employees, servants, or agents.
- C. The Customer acknowledges and understands that Uniti Fiber may provide space in or access to the Building to other persons or entities ("Others"); that such space may be close to the Space, possibly including space adjacent to the Space and/or with access to the outside of the Space; there is no barrier or boundary around the Space, and thus, nothing to prevent Others from observing or even damaging the Customer's equipment and facilities. In addition to any other applicable limitation, Uniti Fiber shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other, and regardless of whether any claimed liability arises in tort or contract.

11. RATES AND CHARGES: -Customer shall be charged for Colocation Space and Internet Service at the places and rates set out in attached Colocation Schedule.

12. APPLICABLE LAW: The domestic laws of the State of Alabama, without reference to its choice of law principles, shall govern this Agreement and they shall be construed accordingly. Any suit brought by either party against the other party for claims arising out of this Agreement shall be brought in the Circuit Court of the State of Alabama, Baldwin County. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.

Uniti Fiber Colocation License Agreement

- 13. **SEVERABILITY:** If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (i) both parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent to the maximum extent possible, and (ii) the remainder of this Agreement shall be valid and enforceable.
- 14. **NO THIRD-PARTY RIGHTS:** Nothing in this C&M Agreement is intended to provide any legal rights to anyone not an executing party of this C&M Agreement except under the indemnification and insurance provisions.
- 15. **RIGHT TO ASSIGN:** Customer shall not assign any right or interest under this Agreement without the prior written consent of Uniti Fiber. Any attempted assignment in contravention of this provision shall be void and ineffective.

Provider:

Customer:

UNITI FIBER, LLC

Baldwin County Commission

By: *Paul Bullington*

By: *Charles F. Grubee*

Name: *Paul Bullington*

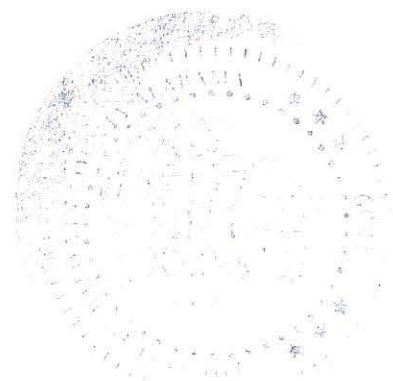
Name: *Charles F. Grubee*

Title: *SVP Strategic Operations*

Title: *Chairman*

Date: *2/18/2019*

Date: *3/6/2019*



COLOCATION SCHEDULE

Place of performance of this amendment is to be at Uniti Fiber Colocation Center at 650 Clinic Drive, Suite 2700, Mobile AL 36688, with facilities and service as specified below. Uniti Fiber will provide EITHER an industry standard 19" width and 84" height server rack OR an industry standard 19" width and 42" height half server rack OR space for rack/cabinet as provided by customer.

Term of Agreement: 36 Months

Total Monthly Recurring Charge (MRC): \$ 595.00

Total Non-Recurring Charge (NRC): \$ 1,000.00

MRC Summary of Standard and Optional Services

| Service | MRC |
|---------------------|--------------|
| Rackspace | \$595.00 |
| PDU Upgrades | |
| Security Upgrades | |
| Additional Keycards | |
| Customer Portal | |
| Cross Connects | |
| Power Billing Rate | \$0.1045/kWh |
| IP Addresses /30 | \$0.00 |

NRC Summary:

| Service | NRC |
|---------------------|------------|
| Rackspace | \$1,000.00 |
| PDU Upgrades | |
| Security Upgrades | |
| Additional Keycards | |
| Customer Portal | |
| Cross Connects | |
| IP Addresses /30 | \$0.00 |

MASTER DARK FIBER IRU AGREEMENT

This Master Dark Fiber IRU Agreement (“Agreement”) is entered into by and between Uniti Fiber LLC, a Delaware limited liability company, with a place of business at 107 St. Francis Street, Suite 1800, Mobile, AL, 36602 (“Uniti Fiber”) and the Baldwin County Commission, a political subdivision of the State of Alabama with its principal place of business at Baldwin County Administration Building, County Commission Office, 322 Courthouse Square, Bay Minette, AL, 36507 (“Customer”), (each, a “Party”; collectively, the “Parties”), effective as of March , 2019 (“Effective Date”).

1. Background. Uniti Fiber or its subsidiaries and/or affiliates own or have rights to run, maintain and use certain fiber optic cables and equipment (the “Uniti Fiber Network”) over, under, on and through public and private easements and rights-of-way of third parties. The Customer seeks to use part of the Uniti Fiber Network according to the terms and conditions of this Agreement, and Uniti Fiber is willing to grant a right to use a portion of the Uniti Fiber Network in exchange for the payments and monthly fees set forth in this Agreement. “Uniti Fiber” as used in this Agreement refers to the applicable Uniti Fiber entity with authorization to own and operate telecommunications facilities in the state in which the Customer Fibers are located.
2. IRU of Fibers. On the terms set forth in this Agreement, Uniti Fiber grants to Customer, and Customer accepts, an indefeasible right of use (“IRU”) in certain dark fibers (“Customer Fibers”) in the quantity and in the length of fiber route miles to be identified in dark fiber order form(s) (“Fiber Order”), which when executed, will become an attachment to this Agreement.
3. Limitation and Reservation of Rights. Neither this Agreement nor the grant of the IRU conveys any form or type of title in any real or personal property to the Customer. Uniti Fiber and Customer intend that this Agreement constitute an IRU of the optical fibers and not a sale of the optical fibers or any portion of the Uniti Fiber Network. No use of the Customer Fibers by Customer or payment of any Charges (as defined below) required under this Agreement shall create or vest in Customer any easement or other ownership or property right of any nature.
4. Permitted Use.
 - a) Customer may not resell, lease, sublease, sub-divide or exchange the Customer Fibers with any entity without the advance written consent of Uniti Fiber. This provision does not limit Customer’s ability to use the Customer Fibers to provide telecommunications services to its own customers or customer approved users.
 - b) Customer has no greater right to use the Customer Fibers than Uniti Fiber can legally provide. Customer represents and warrants that Customer shall obtain any permit, franchise, or authorization required by the appropriate government entity for its use of the Customers Fibers. Customer further represents and warrants that it shall not use the Customer Fibers in violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction, or any franchise, license, agreement or certificate relating to the Uniti Fiber Network and will discontinue any such violation immediately upon notice from Uniti Fiber or such other authority having jurisdiction over the use.
5. Charges. Customer agrees to pay all fees and charges applicable to the use of the Customer Fibers as set forth in the Fiber Order(s) (“Charges”) attached herein. To the extent shown on the Fiber Order, such Charges may include non-recurring charges (“NRC”) for the IRU of the Customer Fibers, monthly recurring charges (“MRC”) for maintenance of the Customer Fibers, and taxes and fees and other similar charges that arise out of Customer’s use of the Customer Fibers, or are legally required to be collected by Uniti Fiber as a direct result of Uniti Fiber’s IRU of Customer Fibers and other facilities. In no event shall Customer be obligated to pay taxes based upon Uniti Fiber's net income. Upon the execution of this Agreement, Uniti Fiber may invoice

- Customer for all NRCs then payable pursuant to the Fiber Order. Upon "Acceptance" (as defined below) of each fiber segment ("Segment") (as identified on the applicable Fiber Order), Uniti Fiber may invoice Customer for the first month's MRC for that Segment. Thereafter, Uniti Fiber shall invoice the Customer monthly, and Customer shall pay all undisputed MRCs, NRCs and other valid Charges (except taxes for which Customer provides an exemption certificate) then due according to the Fiber Order. Any additional facilities ordered by Customer (including, but not limited to, regenerator, amplifier and rack space, collocation facilities) may be provided pursuant to separate written agreements between the parties and shall be billed separately.
6. Custom Builds. If the provision of the Customer Fibers requires Uniti Fiber to construct and install a custom fiber build ("Custom Build"), Customer shall be liable for all Custom Build costs incurred by the Uniti Fiber as agreed to in writing. Notwithstanding any provision of this Agreement to the contrary, Customer may not terminate a SO with a Custom Build if any of the causes or reasons for Uniti Fiber's failure to deliver by the Target Date are beyond Uniti Fiber's reasonable control, including, but not limited to: (i) Force Majeure Events; (ii) the process of securing permits; (iii) make ready construction; or (iv) processes controlled by third parties relating to make ready construction such as engineering, surveying, moving lines and cables on poles, securing pole or conduit rights, and obtaining easements, franchises, use of rights of way, or similar permissions, authorizations or rights from unaffiliated third parties.
 7. Payment Terms. Customer shall pay invoices within thirty (30) days of the invoice date ("Due Date"). Customer shall send payment to the address specified on the invoice. Uniti Fiber may impose a late payment charge of six percent (6%) per annum ("Interest") on the undisputed amounts due under any invoice not paid by the Due Date.
 8. Invoice Disputes. Customer has the right to dispute paid amounts within one hundred eighty (180) days of the invoice date under which payment was made. Customer also may withhold payment on any amount disputed in good faith prior to the Due Date. In all cases, Customer must pay undisputed amounts, provide a written explanation setting forth the basis for Customer's dispute and cooperate with Uniti Fiber in the investigation and resolution of Customer's dispute. If Uniti Fiber determines that an amount was billed in error as a result of the dispute, Uniti Fiber shall (i) credit Customer the disputed amount within the next two billing cycles or (ii) deduct such disputed, unpaid amount from Customer's outstanding balance if Customer did not previously pay such disputed amount to Uniti Fiber. If Uniti Fiber determines that the disputed amount was properly invoiced to Customer, Customer shall pay the disputed amount together with Interest accrued thereon from the Due Date until paid. Customer's payment shall be due within ten (10) days of Uniti Fiber's written notice that the dispute is denied.
 9. Term and Renewal.
 - a. Master Agreement Term. This Master Agreement shall be in effect for 3 years from the Effective Date, and shall renew thereafter on a month to month basis for so long as any Fiber Order Term, as defined below, is in effect.
 - b. Fiber Order Term. The order term for a particular Fiber Order will be specified on such Fiber Order, and shall represent the length of time the customer shall have an IRU in the Customer Fibers ("Fiber Order Term"). The Customer shall have the right to use the Customer Fibers beginning on the Completion Date (as defined below or as otherwise set forth in the applicable Fiber Order) of each Segment. At the expiration or termination of any Fiber Order initiated under this Agreement, all rights of Customer to use the Customer Fibers will cease and Uniti Fiber shall retain its ownership of the fibers.
 10. Completion Schedule. Customer will provide a requested delivery date of the Customer Fibers ("Due Date") on the Fiber Order. If a Custom Build is required, both parties shall work together to meet the Due Date, but if Uniti Fiber determines it cannot meet the Due Date, Uniti Fiber will provide to Customer a revised Due Date. If the new Due Date is unacceptable to the Customer, Customer shall have the right to terminate the Fiber Order but shall be responsible for all reasonable Custom Build charges. Completion of the Customer

- Fibers shall be deemed to have occurred with regard to a particular Segment (the "Completion Date") when the Customer Fibers of that Segment are in conformance in all material respects with the technical specifications ("Specifications") set forth in Attachment 2 and upon Acceptance by Customer pursuant to Section 15.
11. Installation and Maintenance. Uniti Fiber shall provide the fiber to the points of demarcation ("Demarcation Points") as specified in an accepted Fiber Order. The Demarcation Points, between Uniti Fiber and the Customer, shall be made at the Customer's side of the fiber optic patch panel ("FOPP") or at an existing splice enclosure as detailed by Uniti Fiber, whichever is applicable. Uniti Fiber shall install the Customer Fibers up to Uniti Fiber's side of the Demarcation Point. Uniti Fiber shall perform maintenance and repair services as provided below in this Agreement and Attachment 4. Uniti Fiber shall have no equipment, service or maintenance responsibility with respect to any portion of the Customer's network on the Customer's side of the Demarcation Point. All work in conjunction with accessing Uniti Fiber's fiber including splicing, maintenance, restoration, relocation, locates, testing, is Uniti Fiber's sole responsibility. The Customer shall have no right to access Uniti Fiber's splice enclosures, manholes, hand holes, utility vaults, POPs, facilities, conduits, pole attachments or accoutrements associated with Uniti Fiber's fiber.
 12. Removal of the Customer Property. Within thirty (30) days after the termination of a Fiber Order for any reason, the Customer shall remove all of the Customer's property from Uniti Fiber property and cease all use of the Uniti Fiber Network. The Customer shall complete such removal at its own cost and expense in a manner that does not interfere with or damage the Uniti Fiber Network. In the event that the Customer fails to remove its property within such thirty (30) day period, Uniti Fiber may, upon ten (10) days written notice and using reasonable care, remove and store all of the Customer's property at the Customer's expense for a period not to exceed thirty (30) days, at the expiration of which Uniti Fiber may dispose of the unclaimed Customer property without liability to Uniti Fiber. If the Customer's removal of the Customer's property results in damage to the Uniti Fiber Network, Uniti Fiber shall have the right to charge the Customer for any and all costs to restore the Uniti Fiber Network to its original state.
 13. Acceptance Test Plan. Following the installation of the Customer Fibers, Uniti Fiber shall conduct acceptance testing ("Acceptance Testing") in accordance with the Acceptance Test Plan ("ATP") included herein as Attachment 3 to verify that the Customer Fibers are installed and operational in accordance with the Specifications. At the conclusion of Acceptance Testing, Uniti Fiber shall deliver the acceptance testing results ("Acceptance Testing Results") to the Customer in accordance with the ATP.
 14. Evaluation of Acceptance Testing Results. In the event the Acceptance Testing Results show that any of the Customer Fibers are not installed and operational in accordance with the Specifications, the Customer shall notify Uniti Fiber within five (5) days of receiving the Acceptance Testing Results, that such results are unacceptable and shall specify in reasonable detail the portions of the Customer Fibers that are out of compliance with the Specifications ("Rejection Notice"). If Customer fails to notify Uniti Fiber within five (5) days of receiving the Acceptance Testing Results that such results are unacceptable, the Customer Fibers shall be deemed accepted by Customer ("Deemed Acceptance"). Upon receipt of Rejection Notice from Customer, Uniti Fiber shall promptly take such action as shall be reasonably necessary with respect to such portion of the Customer Fibers to bring the installation and operating standards of such Customer Fibers within the Specifications. After taking corrective action, Uniti Fiber shall notify the Customer of the completion of corrective action and shall provide the Customer with written notice of the date and time of additional Acceptance Testing. The cycle described above of testing, taking corrective action and re-testing shall take place as necessary to ensure that all of the Customer Fibers operate within the parameters of the Specifications. If after two (2) cycles of re-testing the Customer Fibers still do not meet the Specifications, then Customer or Uniti Fiber, in their sole discretion, may terminate the IRU of the affected Customer Fibers with no further liability.
 15. Acceptance and Billing. Upon acceptance or Deemed Acceptance by the Customer of the Customer Fibers following the processes in Sections 13 and 14 ("Acceptance"), billing will commence.

16. Customer Delay. In the event there is a delay caused by Customer, and such delay continues for ten (10) days after the estimated Completion Date for the Customer Fibers, Uniti Fiber may commence billing customer for such Customer Fibers that are commercially available on the Completion Date. If Acceptance Testing Results are not acceptable due to Customer's acts or omissions, or defective Customer-provided equipment or configurations, then Uniti Fiber must notify Customer in writing of the specific circumstances it believes to be causing the failure of Acceptance Testing Results, and thereafter, Customer shall have sole responsibility to correct those deficiencies at Customer's expense. In the event Customer's continued failure to correct deficiencies under its control prevents Acceptance or the successful operation of the network, this failure shall be deemed a Customer Default.
17. Documentation. Upon Customer request (no sooner than 90 days after Completion Date), Uniti Fiber shall deliver to the Customer the following documentation (the "Deliverables") regarding the as-built condition of the Customer Fibers:
1. Technical specifications of the optical fiber cable and other equipment used in installing and providing the Customer Fibers.
 2. Documentation of the route and demarcation locations in KML or other agreeable format.
18. Relocation or Fiber Substitution. If Uniti Fiber is forced to relocate or replace all or any portion of the Customer Fibers (or any of the facilities used or required in providing Customer with access to the Customers Fibers) as required by a third party acting pursuant to condemnation, right of way agreements or similar authority or by a governmental entity, or a catastrophic event, Uniti Fiber shall, to the extent practicable, provide Customer one hundred and twenty (120) days' prior notice or such shorter prior notice permitted by the circumstances of any such relocation or replacement and shall proceed with such necessary action. Uniti Fiber shall have the right to direct such necessary action, including the right to determine the extent of, the timing of, and methods to be used for such necessary action.
19. Uniti Fiber Warranties. Uniti Fiber represents and warrants to Customer that (a) it has full corporate authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated Uniti Fiber in this Agreement have been duly and validly authorized by all necessary corporate action on the part of Uniti Fiber; (c) it has obtained and will maintain all Required Rights; (d) neither the execution nor performance of this Agreement nor the delivery of the Customer Fibers contemplated hereby conflict with or result in a breach or violation of any provision of Uniti Fiber's operating authority or applicable law; (e) as of the date of the execution of this Agreement, there is no action, suit, investigation, claim, arbitration, or litigation pending or, to Uniti Fiber's knowledge, threatened against, affecting, or involving Uniti Fiber or the operation of the Uniti Fiber Network at law or in equity or before any court, arbitrator or governmental authority that is reasonably likely to result in a material adverse effect on Uniti Fiber's ability to perform its obligations under this Agreement and (f) Uniti Fiber is not in default in any material respect of any contract with a third party that is reasonably likely to result in a material adverse effect on Uniti Fiber's ability to perform its obligations under this Agreement.
20. Customer Warranties. Customer represents and warrants to Uniti Fiber that (a) it has full corporate authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated by Customer in this Agreement have been duly and validly authorized by all necessary corporate action on the part of Customer; (c) it has obtained all necessary licenses, permits and authorizations from governmental authorities and third parties to conduct the activities authorized and contemplated under this Agreement; (d) as of the date of the execution of this Agreement, there is no action, suit, investigation, claim, arbitration, or litigation pending or, to Customer's knowledge, threatened against, affecting, or involving Customer at law or in equity or before any court, arbitrator or governmental authority that is reasonably likely to result in a material adverse effect on Customer's ability to perform its obligations under this Agreement and (f) it is not and execution and performance of this Agreement will not cause it to be in default in any material respect of

any contract with a third party that is reasonably likely to result in a material adverse effect on Customer's ability to perform its obligations under this Agreement.

21. Disclaimer of Further Warranties. THERE ARE NO 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 OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
22. Taxes and Fees. Each party shall be responsible for property taxes imposed on each respective party's personal property. Upon request, Customer will provide Uniti Fiber a certificate and/or statement that the IRU in the Customer Fibers has been granted for the purpose of resale of services to third parties. Each Party shall use commercially reasonable efforts, such as sharing applicable information, to cooperatively minimize taxes imposed on either Party as a result of this transaction or the ownership or use of the Customer Fibers.
23. Tax Status. Notwithstanding anything to the contrary herein, Uniti Fiber and its subsidiaries and affiliates shall be permitted to take such actions under, or with respect to, this Agreement as they reasonably determine necessary or appropriate to preserve the status of Uniti Fiber's parent, Uniti Group Inc., as a "real estate investment trust" within the meaning of Section 856 of the Internal Revenue Code of 1986, as amended; *provided*, that no such action shall adversely affect Customer's or any of its affiliates in any material respect. The parties agree to execute such further instrument as may reasonably be required by Uniti Fiber in order to give effect to the forgoing provisions.

Additionally, the parties (a) intend and agree that, for U.S. federal income tax purposes, any IRU of Customer Fibers pursuant to this Agreement constitutes an IRU involving tangible property and (b) agree to use commercially reasonable efforts to determine, at the time any such IRU is entered into, whether such IRU is a "section 467 rental agreement" within the meaning of Treasury Regulations Section 1.467-1(c)(1) and, if such IRU is determined to be a "section 467 rental agreement", to cooperate in good faith to comply with the requirements of Section 467 of the Internal Revenue Code of 1984, as amended, and the Treasury Regulations thereunder applicable to such IRU.
24. Required Rights. Uniti Fiber agrees to use commercially reasonable efforts to keep in place all Required Rights (as defined below) and other rights, licenses, permits and authorizations as required to maintain the Customer Fibers during the Term of this Agreement. "Required Rights" means any and all rights, licenses, authorizations, rights of way, and other agreements necessary for the use of fibers or other physical plant facilities, as well as any other such rights, licenses, authorizations (including any necessary municipal, state, tribal or federal authorizations such as environmental permits), rights of way and other agreements necessary for the installation, use of and access to the Uniti Fiber Network and Customer Fibers. "Uniti Fiber" as used in this Agreement refers to the applicable Uniti Fiber entity with authorization to own and operate telecommunications facilities in the state in which the Customer Fibers are located.
25. Expiration of Required Rights. In the event that one or more Required Rights expires during the Term and cannot be maintained upon commercially reasonable terms due to no fault of Uniti Fiber, then the right of use granted hereunder shall terminate with respect to the affected portion of the Customer Fibers, and the MRCs and other applicable charges shall be reduced in proportion to the reduction in the total number of fiber miles constituting the Customer Fibers. If Uniti Fiber or the Customer determines that the expiration of the Required Rights results in the loss of all or part of the fibers defined in the Fiber Order, either party may terminate the remainder of the affected Fiber Order without liability to either party. Uniti Fiber and the Customer shall promptly thereafter execute an appropriate amendment to this Agreement to document such termination of rights and adjustment in the MRCs and other applicable charges.
26. Access to Fibers. Subject to the availability of adequate and sufficient space and subject to the limitations and restrictions of any Required Rights, Uniti Fiber shall provide the Customer with access to the Customer Fibers only at those designated splice points listed in the Fiber Order. The Customer shall have no limitations

on the types of electronics, optronics or technologies employed to utilize the Customer Fibers, subject to mutually agreeable safety procedures and so long as such electronics, optronics or technologies do not interfere with the use of or present a risk of damage to any portion of the Uniti Fiber Network. Customer must coordinate in advance all maintenance and repair activities with Uniti Fiber related to fiber provided by Uniti Fiber or facilities associated with the Customer-provided fiber.

27. Limitation of Usage. Customer may use the Customer Fibers only for lawful telecommunications purposes between the A-Location and Z-Location as indicated on the Fiber Order.

28. Indemnification.

a). Uniti Fiber shall indemnify and hold harmless Customer, its Commissioners, employees, officers, directors, contractors, subcontractors, agents, parent, affiliates (and the employees, officers, and directors of its affiliates) and subsidiaries from and against:

i. Any injury, loss or damage to any person (including death), and any damage to property (including claims by any party, person or entity that is not a signatory to this Agreement and any party, person, or entity that is not a successor or permitted assignee of the signatories hereto ("Third Party") of infringement of patent or trade secret) or facilities of any person or entity, including reasonable attorneys' fees and costs, to the extent arising out of or resulting from the negligent acts or omissions or intentional misconduct of Uniti Fiber, its officers, employees, servants, affiliates, agents, or invitees arising out of or in connection with this Agreement; and

ii. Any claims, liabilities or damages, including reasonable attorneys' fees and costs, arising out of any violation by Uniti Fiber of any regulation, rule, statute or court order of any local, state or federal governmental agency, court or body in connection with the performance of its obligations under this Agreement.

29. Indemnification Procedures. Indemnitee shall give prompt notice of any claim for which indemnification is or will be sought and shall assist Indemnitor in the defense of the claim. Indemnitor shall have the right to control the defense and select the counsel after consulting with Indemnitee. Indemnitor shall bear the sole cost of defense, except Indemnitee may, at its sole cost and expense, through counsel of its own choosing participate in the defense and settlement of such claim. Indemnitee shall not contribute to or be subject to any liability or obligation for a settlement agreement entered by Indemnitor unless Indemnitee has approved such settlement in writing, which approval shall not be unreasonably withheld or delayed. This indemnification provisions in Sections 28 and 29 shall survive any termination or expiration of this Agreement.

30. Insurance. Each Party shall, at its own expense, secure and maintain in force throughout the term of this Agreement, General Liability Insurance with competent qualified issuing insurance companies, including the following coverages: Blanket Contractual Liability (covering the liability assumed in this Agreement); Personal Injury (including death); and Broad Form Property Damage in policy or policies of insurance such that the total available limits to all insured will not be less than \$2,000,000 Combined Single Limit for each occurrence and \$4,000,000 aggregated for each annual period. Such insurance may be provided in policy or policies, primary and excess, including so-called umbrella or catastrophe forms. Each party shall obtain from the insurance companies providing the coverages required by this Agreement a waiver of all rights of subrogation or recovery in favor of the other party and, as applicable, its members, managers, shareholders, affiliates, assignees, officers, directors, and employees. Each Party shall also carry such insurance as will protect it from all claims under any workers compensation laws in effect that may be applicable to it. Nothing in this Agreement shall be construed to prevent Uniti Fiber or Customer from satisfying its insurance obligations pursuant to this Agreement under a blanket policy or policies of insurance that meet or exceed the requirements of this Section.

31. Consequential Damages Exclusion. WITH THE EXCEPTION OF THE PARTIES' INDEMNIFICATION OBLIGATIONS AND BREACH OF REQUIREMENTS WITH RESPECT TO CONFIDENTIAL INFORMATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY

INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FROM ANY CUSTOMER OR END USER FOR LOSS OF USE OF THE UNITI FIBER NETWORK) ARISING UNDER THIS AGREEMENT OR FROM ANY BREACH OR PARTIAL BREACH OF THE PROVISIONS OF THIS AGREEMENT OR ARISING OUT OF ANY ACT OR OMISSION OF EITHER PARTY, ITS EMPLOYEES, SERVANTS, CONTRACTORS AND/OR AGENTS.

32. Assignment. The Customer shall have the right to assign this Agreement, in whole or in part, to any parent, subsidiary or affiliate of Customer which shall control, be under the control of or be under common control with Customer upon thirty (30) days' advance written notice to Uniti Fiber. The proposed Customer assignee must sign an agreement specifically assuming all obligations pursuant to this Agreement. Customer shall not assign or otherwise transfer this Agreement, in whole or in part, to any other party without the prior written consent of Uniti Fiber, which shall not be unreasonably withheld. Uniti Fiber may assign this Agreement, in whole or in part, to any other party upon ~~thirty (30)~~ sixty(60) days ("Termination Window") written notice to Customer. In the event Uniti Fiber elects to assign this Agreement, in whole or in part, to any other party, ~~and Customer has a reasonable objection to such assignment~~, Customer shall have the right to terminate this Agreement by giving written notice to Uniti Fiber within the Termination Window; provided, however, that if Uniti Fiber does not receive written notice of termination within the Termination Window, such assignment will be deemed accepted. Subject to the provisions of this Agreement, this Agreement, and each of the Parties' respective rights and obligations under this Agreement, shall be binding upon and shall inure to the benefit of the Parties and each of their respective permitted successors and assigns.
33. Force Majeure. Neither Party shall be liable for any delay, failure of performance or equipment, damage, or any consequence caused by, or due to acts of God, fire, flood, explosion, or other catastrophes; acts, delays, or omissions of third parties unrelated to either Party hereof, any law, order, regulation, action or request of the United States Government, or of any other government, including state and local governments, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; acts of terrorism, or any other cause beyond its reasonable control. Any requirement for performance contained in this Agreement shall be extended until such force majeure event can be resolved.
34. Confidentiality. The Customer and Uniti Fiber hereby agree that if either Party (the "Disclosing Party") provides (or prior to the execution of this Agreement, has provided) confidential or proprietary information ("Proprietary Information") to the other Party (the "Receiving Party"), such Proprietary Information shall be held in confidence, and the Receiving Party shall afford such Proprietary Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall be not less than reasonable care) to avoid disclosure to or unauthorized use by any third party. Notwithstanding any terms or provisions of this Agreement or any Attachments to the contrary, the Parties acknowledge and agree that the Customer is a governmental entity and shall be entitled to disclose any information deemed necessary to comply with all applicable laws, rules or regulations.
35. Customer Default. In the event Customer breaches any material term or obligation of this Agreement, Customer shall be in default under this Agreement. Uniti Fiber shall give Customer written notice of such breach, and the Customer shall have thirty (30) days after receipt of such notice to cure the breach (except in the case where the Customer's breach causes interference with or an interruption of the Uniti Fiber Network, in which case the cure period shall be twenty-four (24) hours, or Customers' failure to pay an undisputed amount when due, in which case the cure period shall be ten (10) days) after receipt of such notice. If, however, such breach cannot reasonably be cured within the thirty (30) day period, the time of curing such breach shall be extended for a period of time as may be necessary to complete such cure as agreed to by the parties. Upon the failure by the Customer to timely cure any such breach, Uniti Fiber may take action as it may reasonably determine to be necessary to cure the breach at the Customer's cost and expense or to terminate one or more Fiber Orders or this Agreement upon written notice to the Customer.

36. Default by Uniti Fiber. In the event Uniti Fiber breaches any material term or obligation of this Agreement, Uniti Fiber shall be in default under this Agreement. Customer shall give Uniti Fiber written notice of such breach and Uniti Fiber shall have thirty (30) days after receipt of such notice to cure the breach. If, however, such breach cannot reasonably be cured within the thirty (30) day period, and Uniti Fiber proceeds promptly to cure the breach and diligently and continuously prosecute such cure, the time for curing such breach shall be extended for a period of time as may be agreed to by the parties. Upon the failure by Uniti Fiber to timely cure any such breach after notice thereof from the Customer, the Customer may terminate the Fiber Order for the affected Customer Fibers upon written notice to Uniti Fiber without further liability for any Charges beyond the date of termination.
37. Publicity; Advertising Materials; Logos. Neither Party shall publish or use any advertising, sales promotions, or other publicity materials that use the other Party's logo, trademarks, or service marks without the prior written approval of the other Party. Uniti Fiber agrees not to issue any such publicity materials, press releases, or public statements without the prior written approval of the Customer.
38. Notices. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to Uniti:

Uniti Fiber LLC
ATTN: Legal Department
107 St. Francis Street, Suite 1800
Mobile AL, 36602

If to the Customer:

Baldwin County Commission
ATTN: Legal Department
312 Courthouse Square,
Suite 12
Bay Minette, Alabama 36507

With a copy to: N/A


or at such other address as may be designated in writing to the other Party.

39. Method of Delivery. Unless otherwise provided herein, notices shall be sent by certified U.S. mail, return receipt requested, or by commercial overnight delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; or, if sent by commercial overnight delivery Network, one (1) business day after deposit.
40. Governing Law. This Agreement shall be interpreted and construed in accordance with the internal laws of the State of Alabama without giving effect to its principles of conflicts of laws.
41. Compliance with Law. Each party shall perform its respective rights and obligations hereunder in accordance with the Authorizations obtained by it and all applicable laws, rules and regulations imposed by any governmental authority.


45. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
46. Relationship of Parties. Nothing contained herein shall be construed to constitute the parties as partners with or agents for one another for any purpose, action, or transaction, including those related to the performance of the Agreement. Nothing herein shall be construed to constitute the parties as joint employers.
47. Entire Agreement. This Agreement, and any exhibits or attachments attached or to be attached to this Agreement, constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersede any and all prior negotiations, understandings and agreements between the Parties, whether oral or written.
48. Order of Precedence. In the event of conflict among the documents comprising this Agreement, the order of priority shall be (i) any Fiber Order; (ii) then any Attachment; (iii) then the body of the Master Dark Fiber IRU Agreement.

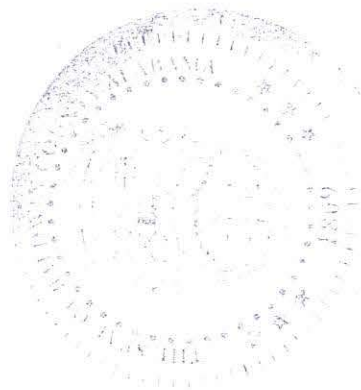
IN WITNESS WHEREOF, the following signatures of the Parties by their duly authorized agents.

UNITI FIBER LLC

By: 
 Name: Paul Bullington
 Title: SVP Strategic Operations
 Date: 2/18/2019

BALDWIN COUNTY COMMISSION

By: 
 Name: Charles F. Gruber
 Title: Chairman
 Date: 3/16/2019



ATTACHMENT 1
Fiber Order Form (to be attached)

Dark Fiber Segments



| # | # Fibers | Fiber Mile | A Loc | Street Address | City | Z Loc | Street Address | City |
|----|----------|------------|------------------------|-----------------------------|--------------|---------------------------|------------------------------|--------------|
| 1 | 4 | 13.392 | BCC Annex IV | 105 W Third Street | Bay Minette | BC BOE Admin | 2600 Hand Avenue | Bay Minette |
| 2 | 4 | 52.08 | BCC Annex IV | 105 W Third Street | Bay Minette | Perdido Water Tower | 52901 Hwy 31 | Perdido |
| 3 | 2 | 40.75 | BCC Annex IV | 105 W Third Street | Bay Minette | Spanish Fort City Hall | 7361 Spanish Fort Boulevard | Spanish Fort |
| 4 | 2 | 12.054 | Spanish Fort City Hall | 7361 Spanish Fort Boulevard | Spanish Fort | Daphne City Hall | 1705 Main Street | Daphne |
| 5 | 2 | 13.712 | Daphne City Hall | 1705 Main Street | Daphne | Fairhope Courthouse | 101 Courthouse Drive | Fairhope |
| 6 | 2 | 66.516 | BCC Annex IV | 103 W Third Street | Bay Minette | Fairhope Courthouse | 101 Courthouse Drive | Fairhope |
| 7 | 4 | 51.1 | BCC EMA Facility | 23100 McAuliffe Drive | Robertsdale | Foley Courthouse | 201 E Section Avenue | Foley |
| 8 | 4 | 58.46 | Foley Courthouse | 201 E Section Avenue | Foley | Lillian MM Point | Hwy 93 @ Hillcrest Road | Lillian |
| 9 | 2 | 22.074 | Foley Courthouse | 201 E Section Avenue | Foley | Gulf Shores City Hall | 1905 W 1st Street | Gulf Shores |
| 10 | 2 | 18.978 | Gulf Shores City Hall | 1905 W 1st Street | Gulf Shores | Orange Beach Admin Office | 4099 Orange Beach Boulevard | Orange Beach |
| 11 | 2 | 41.052 | Foley Courthouse | 201 E Section Avenue | Foley | Orange Beach Admin Office | 4099 Orange Beach Boulevard | Orange Beach |
| 12 | 4 | 4.0000 | BCC Central Annex | 22251 Palmer Street | Robertsdale | BCC Central Annex II | 22070 AL-59 | Robertsdale |
| 13 | 4 | 22.272 | BCC Annex IV | 105 W Third Street | Bay Minette | BCC George Miller Road | George Miller Road @ Hwy 287 | Bay Minette |

ATTACHMENT 2

Fiber Specifications [Terrestrial Only]

SPECIFICATIONS

The following are specifications on fiber installed by Uniti Fiber, and are target specifications in all other instances, subject to applicable specifications in any applicable underlying IRU agreement.

The fiber optic cable shall generally be single-armored unless otherwise designated by Uniti Fiber in its sole discretion.

Fiber Optic Cable with Single Mode Fiber (SMF-28e or Equivalent)

- ♦ Attenuation at 1310 nm ≤ 0.40 dB/km
- ♦ Attenuation at 1550 nm ≤ 0.30 dB/km

Splice Loss

- ♦ Splice Loss at 1310 nm ≤ 0.20 dB Single Fiber Bi-Directional Average using OTDR
 - ♦ Splice Loss at 1550 nm ≤ 0.20 dB Single Fiber Bi-Directional Average using OTDR
- *Spans Longer than 60 Km require only 1550 Bi-Directional OTDR test

Connector Loss

- ♦ Connector Loss at 1310 nm ≤ 0.75 dB/Mated Pair SC/UPC
- ♦ Connector Loss at 1550 nm ≤ 0.50 dB/Mated Pair SC/UPC

Calculating Fiber Span Loss

The "system route" maximum allowable loss per kilometer shall be calculated by the following equation:

$$\frac{A \text{ km} * a \text{ dB/km} + B \text{ km} * b \text{ dB/km} + \dots + Z \text{ km} * z \text{ dB/km}}{A \text{ km} + B \text{ km} + \dots + Z \text{ km}} + (\text{num of conn} * 0.5\text{dB}) + (0.3 \text{ dB} * \text{num of splices})$$

Where *A, B, ..., Z* equals fiber type distance and *a, b, ..., z* equals maximum allowable loss per kilometer by fiber type.

Calculating Fiber Splice Loss

The "Splice Loss" maximum allowable loss per splice shall be calculated by the following equation:

$$\frac{AZ \text{ Splice Loss} + ZA \text{ Splice Loss}}{2}$$

Where *AZ* equals the OTDR splice loss in the A to Z direction and where *ZA* equals the OTDR splice loss in the opposite direction.

ATTACHMENT 3

Acceptance Test Plan

3.1 FIBER OPTIC OTDR NAMING CONVENTION

OTDR results will be named using the standard Uniti Fiber OTDR naming convention:

- ALOC 9 to 11 digits from OSP Insight "Uniti Fiber Site ID" or "Splice Point" name
- ZLOC 9 to 11 digits from OSP Insight "Uniti Fiber Site ID" or "Splice Point" name
- Frequency 1 digit signifying OTDR frequency (3 = 1310 or 5 = 1550)
- Fiber Number 3 digit number of fiber

Example: PAWPA322HZ1PAWPA605PE15007ALOC: PAWPA322HZ1

ZLOC: PAWPA605PE1

OTDR Frequency: 5 (1550)

Fiber Number: 007

Results shall be recorded and delivered as part of the Acceptance Testing Results.

3.2 FIBER OPTIC TESTS

All splicing and testing shall be performed with commercially available and industry-accepted equipment.

Uniti Fiber shall perform the following tests:

End-to-End Optical Power Tests

Total optical attenuation of the span from demarcation to demarcation shall be measured using a light source and power meter at both 1310 nm and 1550 nm wavelengths. These tests shall be conducted twice per fiber per wavelength; once with the power source at location "A" and the power meter at location "Z" for each wavelength and a second time with the power source at location "Z" and the power meter at location "A" for each wavelength.

End-to-End OTDR Tests

Each span shall be measured bi-directionally at 1310nm and 1550nm wavelengths with an Optical Time Domain Reflectometer (OTDR) capable of adequate long range and high resolution testing. These tests shall be conducted twice per fiber per wavelength; once with the OTDR at location "A" and then with the OTDR at location "Z". Adequate launch fiber shall be used to insure the entire span is captured and readable on the OTDR trace. Both beginning and ending demarcation connectors must be visible in the trace.

Individual Splice Tests

All splices shall be tested to insure compliance with Attachment 2. Splice testing shall be accomplished bi-directionally at 1310nm and 1550nm wavelengths using an Optical Time Domain Reflectometer (OTDR) capable of adequate long range and high resolution testing. These tests shall be conducted twice per wavelength from either side of the splice. Adequate launch fiber shall be used when measuring splices close to the OTDR launch end of the fiber.

The maximum allowable individual splice loss is 0.20 dB bi-directionally averaged. In an attempt to achieve this goal, a fiber may be re-spliced up to 3 times after the initial splicing attempt. If after three additional attempts the splice still exceeds 0.20 dB, the higher individual splice loss will be acceptable if the average bi-directional splice loss of all splices across the entire tested span is .20 dB or less.

3.3 TEST RESULT FORMATS

- OTDR Results will be provided to the Customer in PDF format. Results in SOR format is available on request.

ATTACHMENT 4
Maintenance Procedures

During any time after the Acceptance of any Segment, Uniti Fiber shall provide Proactive Maintenance and Unscheduled or Emergency Maintenance.

Proactive Route Maintenance. Routine maintenance described in this section (“Proactive Route Maintenance”) shall be performed by or under the direction of Uniti Fiber. Proactive Route Maintenance shall include the following activities:

- a). Patrol of both Uniti Fiber’s underground conduit system and Uniti Fiber’s aerial fiber routes on a regularly scheduled basis;
- b). Maintenance of a “Call-Before-You-Dig” program and all required and related cable locates;
- c). Maintenance of sign posts and route markers along Uniti Fiber’s right-of-way with the number of the local “Call-Before-You-Dig” organization and the number for Uniti Fiber’s Network Operations Center (“NOC”).

Non-Routine and Unscheduled Route Maintenance. Non-routine and unscheduled route maintenance and repair which is not defined as Proactive Route Maintenance shall be performed by or under the direction of Uniti Fiber. Customer shall be responsible for Customer’s Proportionate Share of the costs incurred by Uniti Fiber related to any Non-Routine and Unscheduled Route Maintenance. Non-Routine and Unscheduled Route Maintenance related to the Customer Fibers shall consist of:

- a). “Emergency Unscheduled Maintenance” in response to an alarm identification by Uniti Fiber’s Network Operations Center, notification by any third party of any failure, interruption or impairment in the operation of Uniti Fiber’s System, or any event imminently likely to cause the failure, interruption or impairment in the operation of Uniti Fiber’s System.
- b). “Non-Emergency Unscheduled Maintenance” in response to any potentially service-affecting situation to prevent any failure, interruption or impairment in the operation of Uniti Fiber’s System.

Network Operations Center. Uniti Fiber shall operate and maintain a Network Operations Center (“NOC”) staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. Uniti Fiber’s employees or representatives shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Uniti Fiber will take commercially reasonable steps to have its first maintenance employee or company representative at the site requiring Emergency Unscheduled Maintenance activity within two (2) hours after the time Uniti Fiber becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of Uniti Fiber. Uniti Fiber shall maintain a toll-free telephone number to contact personnel at the Network Operations Center. Uniti Fiber’s NOC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected on Uniti Fiber’s network, (i) through the Customer’s surveillance equipment and upon receipt of OTDR traces provided by the Customer to Uniti Fiber’s NOC detailing the location of the damage to the cable or (ii) upon notification by a third party of damage to the cable.

Cooperation and Coordination. Customers shall utilize an operations escalation list, as updated from time to time, to report and seek immediate initial redress of exceptions noted in the performance of Uniti Fiber in meeting maintenance service objectives.

- a). In performing any services hereunder, Uniti Fiber shall take workmanlike care to prevent impairment to the continuity and performance of Uniti Fiber’s System. The precautions to be taken by Uniti Fiber shall include notifications to the Customer. In addition, Uniti Fiber shall reasonably cooperate with the Customer in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable

or fibers, then the Customer shall, at Uniti Fiber's reasonable request, make such personnel available as may be necessary to accomplish such maintenance, which personnel shall coordinate and cooperate with Uniti Fiber in performing such maintenance as required of Uniti Fiber hereunder.

- b). Uniti Fiber shall notify Customer at least seven (7) days prior to the date in connection with any Scheduled Maintenance, and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Customer shall have the right to be present during the performance of any Scheduled Maintenance so long as this requirement does not interfere with Uniti Fiber's ability to perform its obligations under this Agreement, nor delay the completion of the Scheduled or Unscheduled Maintenance. If Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, Uniti Fiber shall notify Customer at Uniti Fiber's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.
- c). Customer shall provide to Uniti Fiber's Network Operations Center ("NOC") with a current list, and provide an updated list as necessary, of Customer's personnel to receive notices of Scheduled Maintenance and Unscheduled Maintenance.

Cable/Fibers. Uniti Fiber shall perform appropriate Scheduled Maintenance on its fiber optic system in accordance with Uniti Fiber's then current maintenance procedures, which shall not substantially deviate from standard industry practice.

- a). Uniti Fiber shall maintain sufficient capability to communicate with the Customer during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing Cable discontinuity or damage, including but not limited to in the event of Emergency Unscheduled Maintenance, Uniti Fiber shall use reasonable efforts to repair traffic-affecting discontinuity within eight (8) hours after Uniti Fiber first became aware of the problem. In order to accomplish such objective, it is acknowledged that the repairs so affected may be temporary in nature. In such event, and if not already permanently repaired and within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, Uniti Fiber shall commence its planning for permanent repair, and thereafter promptly shall notify Customer of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available Planned Service Work Period.
- b). Uniti Fiber shall maintain and supply an inventory of spare Cable in storage facilities supplied and maintained by Uniti Fiber or its Vendors at strategic locations to facilitate timely restoration.

Planned Maintenance Events. Scheduled Maintenance that is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time.

Restoration. Uniti Fiber shall respond to any interruption of service or a failure of the Customer Fibers to operate in accordance with the specifications set forth in Attachment 2 of the Agreement (in any event, an "Outage") as quickly as possible in accordance with the procedures set forth herein.

- a). When restoring a cut Cable in Uniti Fiber's System, the parties agree to work together to restore all traffic as quickly as possible. Uniti Fiber, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the Cable and shall begin restoration efforts.
- b). Uniti Fiber shall maintain commercially reasonable systems of personnel and processes so that most maintenance is treated within (2) hours time-to-site, and eight (8) hours time-to-repair for service affecting outages.

Subcontracting. Uniti Fiber may subcontract any of the maintenance services hereunder; provided that Uniti Fiber shall require the subcontractor(s) to perform in accordance with the requirement and procedures set forth herein. The use of any such subcontractor shall not relieve Uniti Fiber of any of its obligations hereunder.

UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

This Services Agreement (this "Agreement") is by and between Uniti Fiber LLC, a Delaware limited liability company ("Uniti Fiber"), and Baldwin County Commission, a/n political subdivision of the State of Alabama ("Customer"), and is effective as of the date signed by Uniti Fiber below ("Effective Date").

1. Attachments and Service Orders: Customer and Uniti Fiber may execute a written order for a particular service (a "Service Order") using such Service Order form as provided by Uniti Fiber at the time of the order. A Service Order shall be deemed incorporated herein at the time Uniti Fiber provides Order Acceptance. The Service Order(s) and other attachments attached hereto and incorporated by reference detail the price, location, FOC date and other information about the service(s) to be provided by Uniti Fiber or its affiliates to Customer ("Services"), and are incorporated herein by reference. Customers may be required to forms relevant to e911, directory listing, and letter of authorization forms if ordering voice-related Services. All Services are offered subject to availability, and Uniti Fiber has the right not to accept any Service Order submitted by Customer. A Service Order may only be submitted to orders@unitifiber.com and shall be deemed accepted only after Order Acceptance by Uniti Fiber. If Uniti Fiber elects not to accept a Service Order submitted by Customer, Uniti Fiber shall use reasonable efforts to notify Customer of such rejection. "Order Acceptance" shall mean execution of the applicable Service Order(s) by a representative who has proper signatory authority and written notification (email is acceptable) sent to the other party that the Service Order has been reviewed and accepted.

2. Authorized Use: Customer may use the Services only for purposes which are (a) lawful, (b) do not violate Uniti Fiber's AUP and (c) in compliance with the terms of this Agreement and any applicable attachments related to the specific Service. Internet Service provided by Uniti Fiber is intended for Customer's use only and may not be resold by Customer. Uniti Fiber offers all Services subject to availability; provided, however, if Customer has received notice that a Service Order has been accepted by Uniti Fiber, Uniti Fiber will provide Services for the term of such Service Order, subject to the terms of this Agreement and the Service Order. Uniti Fiber has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. Any Service provided to Customer that includes bandwidth service is subject to Uniti Fiber's Acceptable Use Policy (AUP), which is incorporate herein by reference and is located at <http://unitifiber.com/uploads/images/legal/Acceptable-Use-Policy-12-19-16.pdf>. By its signature below, Customer acknowledges receipt of the Acceptable Use Policy and any updates to such policy made by Uniti Fiber.

3. Cancellation, Modification, Delay or Expedition of Orders: Charges referenced hereunder are subject to modification from time to time by Uniti Fiber.

(a) Customer may request to cancel any Service Order(s) if the request is received in writing by Uniti Fiber prior to the Service Date (as defined in Section 7 below). Upon receipt of such request, Uniti Fiber shall use reasonable efforts to cancel the Service Order as promptly as possible. Each such request shall result in a cancellation charge to be invoiced to Customer equal to the costs incurred by Uniti Fiber through the date the applicable Service is cancelled, not to exceed fifty percent (50%) of the total monthly charges that would have been due during the Service Term (as defined in the Service Order). Once cancelled, a new Service Order must be submitted and accepted by Uniti Fiber if Customer wishes to order the Service.

(b) Customer may request the modification (including delay of Service) of any Service Order(s). Such requests must

be made in writing at least three (3) business days before the date that Uniti Fiber is committing to deliver the Service (the "FOC date") and such requests are subject to acceptance by Uniti Fiber. Each such modification accepted by Uniti Fiber shall result in the assessment by Uniti Fiber of a Service Order modification charge of \$250 (the "Modification Charge"). However, in the case of a requested delay, the first requested delay will be allowed by Uniti Fiber at no charge. Requests for delay may not exceed thirty (30) days cumulative. Any subsequent requests for delay, if allowed by Uniti Fiber, will result in a Modification Charge. If Uniti Fiber receives a written modification request for delay of installation less than three (3) business days prior to the FOC date Customer must pay, in addition to the Modification Charge, all recurring charges for the shorter of one billing month or the period from the original due date to the requested installation date.

(c) Customer may request Uniti Fiber to expedite the initial anticipated delivery date of any Service. Such requests must be made in writing and are subject to acceptance by Uniti Fiber. Each such request to expedite accepted by Uniti Fiber shall result in the assessment by Uniti Fiber of a Service Order expedite charge equal to Uniti Fiber's standard rates at the time of the request to expedite (the "Expedite Charge"). The Modification Charge shall be waived in those cases where the Expedite Charge is solely applicable.

(d) In addition to any charges imposed under clauses (a), (b) or (c) above, Uniti Fiber reserves the right to assess Customer any third-party charges incurred by Uniti Fiber to fulfill any request to cancel, modify, or expedite the Service Order(s).

4. Equipment, Installation and Interconnection: Other than the facilities, termination equipment, software and other devices or equipment provided by Customer or its end users in connection with the receipt and use of the Services ("Customer Property"), and unless otherwise provided elsewhere in this Agreement or any attachments hereto, Uniti Fiber will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains Uniti Fiber's personal property, regardless of where located or attached. Uniti Fiber may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the Service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment, and is responsible for any damage to or loss of System Equipment caused by Customer's actions or omissions or that of its end users. Uniti Fiber has no obligation to install, maintain or repair any Customer Property. If any Customer Property is incompatible with Service(s) provided by Uniti Fiber, Customer is responsible for any special interface equipment, software or facilities necessary to ensure compatibility and Uniti Fiber shall not be required to deliver such Service(s) unless and until such additional Customer Property is installed and properly functioning. If, in responding to a service call from Customer, Uniti Fiber reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer Property, including any installed for purposes of compatibility, Customer will pay Uniti Fiber for such service call at Uniti Fiber's then prevailing rates.

5. Special Construction Charge: During the term of this Agreement as set forth in Section 14, Customer may request Uniti Fiber to construct a network path to meet Customer's specific needs with respect to the provision of Services. In the event Uniti Fiber elects to accept such request, Customer shall pay Uniti Fiber a "Special Construction Charge" as agreed upon by the parties in writing prior to the commencement of said construction. The parties understand and acknowledge that payment of the Special Construction Charge in no way shall grant to Customer any ownership of said network path being constructed, including any fiber therein, the System Equipment,

UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

Uniti Fiber's other equipment or materials, or any portion of the Uniti Fiber Network whatsoever, all of which shall remain the sole and separate property of Uniti Fiber.

6. Access: Uniti Fiber requires a Customer point of contact that can be reached 24x7. Uniti Fiber may require access to Customer's or its end user's premises to install and maintain the Service and System Equipment necessary for the provision of Service. Customer must provide, or cause its end users to provide, at no cost to Uniti Fiber, reasonable access, space, power and environmental conditioning as applicable to the particular installation, and must use, and cause its end users to use, commercially reasonable efforts to obtain any necessary consents or rights of way from third parties for such purposes. The failure of Customer to obtain such consents or rights shall excuse Uniti Fiber's delay in performing the Services until such consent or right is obtained.

7. Commencement of Service: Uniti Fiber will promptly notify Customer on the date that Uniti Fiber has completed its obligations for the commencement of Service and such Service is available for Customer's use (the "Service Date"). Unless Customer notifies Uniti Fiber in writing within 24 hours of the Service Date that Service is not operational as a result of Uniti Fiber's failure to deliver the Service, the term of the Service Order will begin on the Service Date and billing will commence. If Customer so notifies Uniti Fiber, Uniti Fiber will use reasonable efforts to inspect the purported issue and correct any compliance issues. If Uniti Fiber does not identify a compliance issue with the Service, Uniti Fiber will notify Customer, and the Service Date will remain unchanged. If Uniti Fiber does identify a compliance issue, the Service Date for such Service will be deemed to be the date upon which Uniti Fiber corrects such issue.

8. Charges, Billing and Payment: Acceptance of a Service Order submitted by Customer and the provision of Service is subject to Uniti Fiber's approval of Customer's credit standing. Uniti Fiber may require a deposit prior to the provision of Service or at any time as a condition to the continued provision of Service, if Uniti Fiber reasonably believes Customer's credit standing or payment record so requires such additional security for payment. Billing for Service begins on the Service Date and will not be delayed due to Customer Property not being ready or Customer's readiness to accept or use the Service. Uniti Fiber bills in advance for Service, except for usage-based charges for voice-related services. Any installation charges or other non-recurring charges, which are non-refundable, should appear on the first monthly invoice but may be delayed. All amounts billed are due by the next billing date. Any payment or portion thereof not made when due is subject to a late charge of 6% per annum on the unpaid amount or, if lesser, the maximum rate permitted under applicable state law. Notwithstanding anything to the contrary herein, in the event of the nonpayment by Customer of an invoice for any Service(s) or equipment for a period exceeding sixty (60) days after the invoice due date, Uniti Fiber may, in its sole and absolute discretion, suspend providing Services to Customer (whether under this Agreement or other contract between Customer and Uniti Fiber), retrieve any Uniti Fiber equipment and pursue all legal remedies available to Uniti Fiber for such breach. Upon notice to Customer, Uniti Fiber may change rates ("New Rate(s)") offered pursuant to special arrangement or individual case basis pricing if the provision of service at the original rate(s) becomes economically infeasible. If Customer does not accept the applicable Service(s) at the New Rate(s), Customer may terminate such Service(s) without Termination Liability by submitting a termination request in writing to Uniti Fiber within sixty (60) days of receiving notice from Uniti Fiber of the New Rate(s). Billing for a terminated Service will stop thirty (30) days from the date the disconnect request is acknowledged by Uniti Fiber unless a specific date of greater than thirty (30) days is requested.

9. Claims and Disputes: If Customer reasonably disputes any charges billed hereunder, Customer must submit a documented claim regarding the disputed amount within 60 days of receipt of the bill on which the disputed charges appear. All claims regarding disputed charges not submitted to Uniti Fiber within such time are deemed waived and such charges accepted. Withheld disputed amounts determined in favor of Uniti Fiber will bear interest at the lesser of 6% per annum or the maximum rate allowed by applicable state law from the date payment was due to the date payment was made.

10. Service Level Guarantee and Credits: Uniti Fiber will issue credit allowances for service outages as set forth below following Customer's written request, which credit will appear on the next invoice following processing. A service outage begins when Customer reports the outage to the appropriate Uniti Fiber number(s) to open a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket. No credits will be given for outages that are (a) caused by Customer or an end user; (b) due to failure of power or Customer Property; (c) during any period in which Uniti Fiber is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a Force Majeure Event (as defined in Section 19). Services provisioned entirely on Uniti Fiber's Network will be credited at 1/1440 of the monthly recurring charges per 30-minute outage up to and including a 24-hour period, or if an outage is greater than 24 consecutive hours, at 1/144 of the monthly recurring charges per 3-hour outage. If 3 or more trouble tickets have been opened for a particular Service in a 30-day period for outages totaling an aggregate of 6 hours of outage in that 30-day period, and the cause of each outage is determined to be in Uniti Fiber's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a chronic trouble Service, and Customer may terminate the Service without incurring a Termination Liability.

11. Governmental Authorization, Regulatory Changes: Each party must comply with all applicable federal, state and local laws, rules, regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision, however, all other provisions will be enforced to the extent permitted by law and in accordance with the commercial intent of the parties. Uniti Fiber may discontinue, limit or impose additional requirements to the provision of Service, upon 15 days written notice, as required to meet governmental regulatory requirements or when such requirements have a material adverse impact on the economic feasibility of Uniti Fiber providing Service, as determined in Uniti Fiber's reasonable business judgment.

12. Limitation of Liability: Uniti Fiber is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of Services hereunder or its indemnification obligations hereunder, including any claims made by or through third parties, or for any claim by Customer made more than one year after the occurrence of the event for which a claim is made. Uniti Fiber's liability to Customer shall in no event exceed one month's calculation of monthly recurring charges for the applicable Services. Uniti Fiber has no liability or obligation to Customer or its end users whatsoever for the content of information passing through its Network.

13. Term: Subject to Section 15 and Section 16 below, this Agreement is effective for a period of three (3) years and commences upon the Effective Date. Thereafter, this Agreement remains in effect solely with respect to any then-current Service Order until the expiration or earlier termination of such Service Order(s). The term for which Customer is purchasing Services

UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

("Service Order Term") shall be set forth on the applicable Service Order. Uniti Fiber and Customer may negotiate a renewal term at least thirty (30) days prior to the expiration of the initial Service Order Term. If the parties do not agree in writing to a renewal of the Service Order Term prior to its expiration, then Service(s) shall continue on a month-to-month basis at a rate not to exceed 100% of the prior rate until either of the parties terminates the Service(s) upon thirty (30) days' written notice. Upon termination of this Agreement, all rights of Customer to order new Services cease and Uniti Fiber has no further obligations to furnish Services to Customer.

14. Termination by Uniti Fiber:

(a) Uniti Fiber may terminate this Agreement or any Service Order hereunder or suspend Services, with thirty (30) days prior written notice, upon: (i) Customer's failure to pay any amounts as provided herein; (ii) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to Customer or its affiliates; (iv) any governmental prohibition or required alteration of the Services or if Uniti Fiber is unable to reasonable maintain any necessary Underlying Rights. "Underlying Rights" shall mean any right to use a service, facility or asset used by Uniti Fiber to deliver Service(s) to the Customer; including but not limited to pole attachments, franchise agreements, colocation agreements and dark fiber agreements.

(b) Uniti Fiber may terminate or suspend Services without notice if: (i) necessary to protect Uniti Fiber's Network; (ii) Uniti Fiber has reasonable evidence of Customer's fraudulent or illegal use of Services; or (iii) required by regulatory or other governmental authority.

(c) Any termination pursuant to this Section 15 shall not relieve Customer of any liability incurred prior to such termination or for payment of unaffected Services. All terms and conditions of this Agreement shall continue to apply to any Service or applicable Service Order not so terminated, regardless of the termination of this Agreement. If the Service provided under any Service Order hereunder has been terminated by Uniti Fiber in accordance with this Section 15 part (a)(i), (a)(ii), (a)(iii) or (b)(ii) and/or any other breach of this Agreement by Customer, and Customer wants to restore such Service, Customer first must pay all past due charges, any applicable non-recurring charge(s) and/or reconnection charge and a deposit equal to 2 months' recurring charges. All requests for termination will be processed by Uniti Fiber in 30 days or less. Customer must pay for Services until such termination occurs.

15. Termination Liability: If Uniti Fiber terminates this Agreement or any Service Order(s) hereunder pursuant to Section 15 above, or if Customer terminates this Agreement or any Service Order(s) hereunder for any reason (other than Uniti Fiber's material breach of this Agreement that remains uncured after written notice and a reasonable cure period of at least thirty (30) days or termination as permitted by Section 19), Customer must pay immediately to Uniti Fiber all monthly recurring charges associated with the terminated Service(s) through the date of termination for the balance of the Service Order Term(s) in such Service Order(s) and any outstanding non-recurring or other charges permitted hereunder ("Termination Liability").

16. Assignment: Customer may not assign or otherwise transfer this Agreement, any Service Order or any rights and/or obligations contained therein (including pursuant to a merger or change of control of Customer) without the prior written consent of Uniti Fiber, not to be unreasonably conditioned, withheld or delayed.

17. Entire Agreement: This Agreement, together with the Service Order(s), the Acceptable Use Policy, any attachments and all applicable tariffs incorporated herein by this reference, sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the parties with respect thereto. In the event of a conflict, the applicable Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Any modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by authorized representatives of both parties.

18. Force Majeure: Uniti Fiber is not liable to Customer or any third party for any failure of performance if such failure is due to any cause or causes beyond its reasonable control (a "Force Majeure Event"), including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cut, adverse weather conditions, governmental action or inaction, labor difficulties and supplier failures. Invocation of this clause shall not relieve Customer of its obligation to pay for any Services provided to Customer. In the event such Force Majeure Event continues for 45 days, Customer may terminate the affected portion of the Services upon no less than thirty (30) days prior written notice.

19. Governing Law: This Agreement is governed by and subject to the laws of the State of Alabama, excluding its principles of conflicts of law.

20. Headings: The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

21. Relationship of Parties: The parties are independent contractors, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

22. Litigation: If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

23. Non-Exclusivity: This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar arrangements with other entities.

24. Notices: Whenever written notice is required to be provided by this Agreement, Uniti Fiber must provide such notice to Customer's billing address, and Customer must provide such notice to Uniti Fiber at 107 St. Francis Street, Suite 1800, Mobile, AL 36602, Attn: Chief Financial Officer. A notice is deemed given when delivered at such designated address.

25. No Waiver: Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

26. Use of Name: Customer may not use Uniti Fiber's name, logo or service mark in marketing services to end users.


27. Representations and Warranties: Each party represents and warrants that it is fully authorized to enter into this Agreement and any Service Order hereunder. Uniti Fiber represents and warrants to Customer that any Services provided hereunder will be performed in a professional manner by qualified and trained personnel. **UNLESS SPECIFICALLY STATED HEREIN OR IN ANY SERVICE ORDER, UNITI FIBER MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS**


28. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties' original intent.

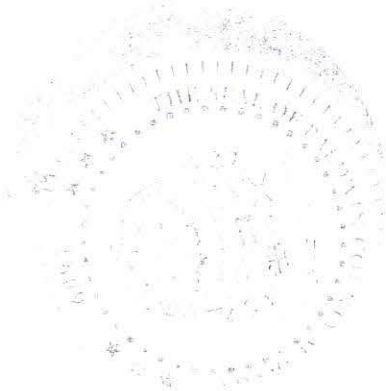
29. Survival: The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

UNITI FIBER LLC

Signature: 
Name (printed): Paul Bullington
Title: SVP Strategic Operations
Date: 2/18/2019

BALDWIN COUNTY COMMISSION

Signature: 
Name (printed): Charles F. Gruber
Title: Chairman
Date: 3/6/2019





Service Order

| | | |
|----------------------|--|--|
| Offer Date: | 2/17/2019 | |
| Description: | /24 IPv4 for Baldwin County Commission | |
| Opp. Number: | OPP-155172 | |
| Requested By: | Baldwin County Commission 1569280 Charles Gruber | cchristian@cityoffoley.org (251) 943-5061 |
| Offered By: | Uniti Fiber Scott McMahan | scott.mcmahan@uniti.com (251)445-1807 |

| Locations <i>Note: For Ethernet orders, "A" is Remote location and "Z" is Host location</i> | |
|---|--|
| A Location: | Uniti Fiber Internet, 201 Saint Joseph Street, Mobile, AL, 36602 |
| A CPE Location: | Uniti Fiber Internet |
| Z Location: | Uniti Fiber Internet, 201 Saint Joseph Street, Mobile, AL, 36602 |
| Z CPE Location: | Uniti Fiber Internet |

| Selection | Service | Term | Monthly Recurring Charge | Non-Recurring Charge |
|-----------|----------|------|--------------------------|----------------------|
| X | /24 IPv4 | 36 | \$500.00 | \$0.00 |

Remarks
 1. Uniti Fiber will provide a Class C of IPv4 addresses to be utilized across both internet connections.

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date. Please provide separate Implementation Form as soon as possible, via email as electronic or scanned document to orders@uniti.com or via fax to 251-445-0642.

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer.

Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.

By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request.

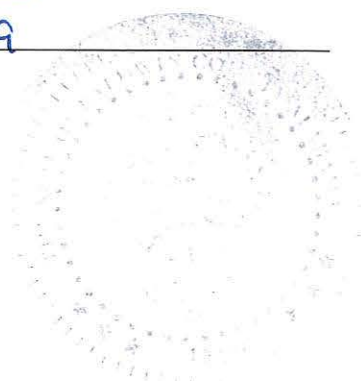
Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This order fully incorporates the March, 2019 Uniti Fiber Standard Terms and Conditions.

Uniti Fiber
 Signature:
 Name (printed): Paul Bullington
 Title: SVP Strategic Operations
 Date: 2/18/2019

Baldwin County Commission
 Signature:
 Name (printed): Charles F. Gruber
 Title: Chairman
 Date: 3/16/2019





Service Order

| | | |
|----------------------|---|--|
| Offer Date: | 2/17/2019 | |
| Description: | 100 Mbps Ethernet Bay Minette County Commission Annex IV to the USA Data Center | |
| Opp. Number: | OPP-155171 | |
| Requested By: | Baldwin County Commission 1569280 Charles Gruber | cchristian@cityoffoley.org (251) 943-5061 |
| Offered By: | Uniti Fiber Scott McMahan | scott.mcmahan@uniti.com (251)445-1807 |

| Locations <i>Note: For Ethernet orders, "A" is Remote location and "Z" is Host location</i> | |
|---|--|
| A Location: | Bay Minette-105 West 3rd Street, 105 West 3rd Street, Bay Minette, AL, 36507 |
| A CPE Location: | Baldwin County Commission Annex IV |
| Z Location: | Mobile-650 Clinic Drive, 650 Clinic Drive, Mobile, AL, 36688 |
| Z CPE Location: | Southern Light USA Datacenter |

| Selection | Service | Term | Monthly Recurring Charge | Non-Recurring Charge |
|-----------|-------------------|------|--------------------------|----------------------|
| X | 100 Mbps Ethernet | 36 | \$610.00 | \$0.00 |

Remarks
 1. Offer assumes a connection to a leased collocation half rack, back to the Baldwin County Commission Annex IV.

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date. Please provide separate Implementation Form as soon as possible, via email as electronic or scanned document to orders@uniti.com or via fax to 251-445-0642.

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer.

Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.

By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request.

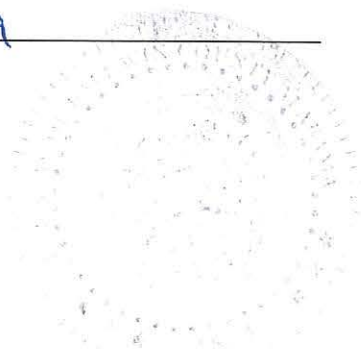
Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This order fully incorporates the March, 2019 Uniti Fiber Standard Terms and Conditions.

Uniti Fiber
 Signature:
 Name (printed): Paul Bullington
 Title: SVP Strategic Operations
 Date: 2/18/2019

Baldwin County Commission
 Signature:
 Name (printed): Charles F. Gruber
 Title: Chairman
 Date: 3/16/2019





Service Order

| | | |
|----------------------|---|--|
| Offer Date: | 2/17/2019 | |
| Description: | 100, 150, 200, 250, 300, 500 Mbps and 1 Gbps Internet to the Baldwin County EMA - Robertsdale | |
| Opp. Number: | OPP-148349 | |
| Requested By: | Baldwin County Commission 1569280 Charles Gruber | (251) 943-5061 |
| Offered By: | Uniti Fiber Scott McMahan | scott.mcmahan@uniti.com (251)445-1807 |

| Locations <i>Note: For Ethernet orders, "A" is Remote location and "Z" is Host location</i> | |
|---|--|
| A Location: | Robertsdale-23100 McAuliffe Drive, 23100 McAuliffe Drive, Robertsdale, AL, 36567 |
| A CPE Location: | Baldwin County EMA-Robertsdale |
| Z Location: | Uniti Fiber Internet, 201 Saint Joseph Street, Mobile, AL, 36602 |
| Z CPE Location: | Uniti Fiber Internet |

| Selection | Service | Term | Monthly Recurring Charge | Non-Recurring Charge |
|-----------|-----------------|------|--------------------------|----------------------|
| X | 1 Gbps Internet | 36 | \$2,120.00 | \$0.00 |

| Remarks |
|--|
| <ol style="list-style-type: none"> Offer assumes the use of a static IP address. More IPv4 space can be made available for a fee. Bandwidth can be upgraded within term with no additional installation charges. |

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date. Please provide separate Implementation Form as soon as possible, via email as electronic or scanned document to orders@uniti.com or via fax to 251-445-0642.

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer.

Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.

By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request.

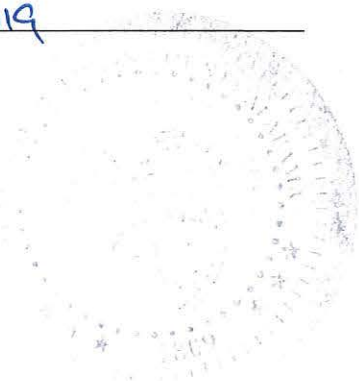
Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This order fully incorporates the March, 2019 Uniti Fiber Standard Terms and Conditions.

Uniti Fiber
 Signature:
 Name (printed): Paul Bullington
 Title: SVP Strategic Operations
 Date: 2/18/2019

Baldwin County Commission
 Signature:
 Name (printed): Charles F. Gruber
 Title: Chairman
 Date: 3/6/2019





Service Order

| | | |
|----------------------|---|--|
| Offer Date: | 11/26/2018 | |
| Description: | 100, 150, 200, 250, 300, 500 Mbps and 1 Gbps Internet to the Bay Minette County Commission Annex IV | |
| Opp. Number: | OPP-148285 | |
| Requested By: | Baldwin County Commission 1569280 Charles F. Gruber | (251) 943-5061 |
| Offered By: | Uniti Fiber Scott McMahan | scott.mcmahan@uniti.com (251)445-1807 |

| Locations | Note: For Ethernet orders, "A" is Remote location and "Z" is Host location |
|-----------------|--|
| A Location: | Bay Minette-105 West 3rd Street, 105 West 3rd Street, Bay Minette, AL, 36507 |
| A CPE Location: | Baldwin County Commission Annex IV |
| Z Location: | Uniti Fiber Internet, 201 Saint Joseph Street, Mobile, AL, 36602 |
| Z CPE Location: | Uniti Fiber Internet |

| Selection | Service | Term | Monthly Recurring Charge | Non-Recurring Charge |
|-----------|-----------------|------|--------------------------|----------------------|
| X | 1 Gbps Internet | 36 | \$2,120.00 | \$0.00 |

| Remarks |
|--|
| 1. Offer assumes the use of a static IP address. More IPv4 space can be made available for a fee. 2. Bandwidth can be upgraded within term with no additional installation charges. |

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date. Please provide separate Implementation Form as soon as possible, via email as electronic or scanned document to orders@uniti.com or via fax to 251-445-0642.

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Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This order fully incorporates March , 2019 Uniti Fiber Standard Terms and Conditions.

Uniti Fiber

Signature:
 Name (printed): Paul Bullington
 Title: SVP Strategic Operations
 Date: 2/18/2019

Baldwin County Commission

Signature:
 Name (printed): Charles F. Gruber
 Title: Chairman
 Date: 3/6/2019

