



Service Level Agreement
Schedule of Service and Rates

Prepared Date:	Valid for Execution Through Date:
9/24/2021	10/23/2021

IDENTIFICATION OF PARTIES AND SERVICES

CUSTOMER Information	
Legal COMPANY Name: Brunswick County (Building J and Utilities)	
Service Addresses: 80 Stamp Act Drive, Bolivia, NC 28422 and 250 Grey Water Road, Supply, NC 28462	
Billing Address (if different from service address): PO Box 9 Bolivia, NC 28422	
Contact Name: Andy Byron	Contact Phone: 910-253-2640
Account Number: 202134	E-mail Address (optional): andrew.byron@brunswickcountync.gov
ATMC Information	
Atlantic Telecom Multimedia Consolidated, LLC (d/b/a ATMC) ("COMPANY") 640 Whiteville Road, Shallotte, NC 28470 AND/OR Atlantic Seawinds Communications, LLC ("COMPANY") 640 Whiteville Road, Shallotte, NC 28470	
Account Executive: Kris Ward	Phone # / Email Address: 910-755-1697, kward@atmc.com

COMPANY shall provide the following Services and Equipment and CUSTOMER agrees to pay the fees and charges set forth below:

Schedule of Services and Rates

Service Location/Service Description	TERM	Optional Features	Monthly Recurring Charges	Non Recurring Installation/Set-Up Fees
500 Mbps Metro-E to 250 Grey Water Road, Supply, NC	5 yr	Terminates 80 Stamp Act Drive, Bolivia, NC	\$871.13	\$110.00
500 Mbps Metro-E to 80 Stamp Act Drive, Bolivia, NC	5 yr	Terminates 250 Grey Water Road, Supply, NC	\$871.13	\$110.00
<i>(Does not include taxes/fees)</i> TOTAL			\$1,742.26	\$220.00

CUSTOMER Authorized Signature:

COMPANY Authorized Signature: *Kris Ward*

By: Randy Thompson

By: Kris Ward

Title: Chairman, Board of Commissioners

Title: Director of Business Development

Date:

Date: 10/5/2021

ATTEST:

Clerk to the Board

[SEAL]



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

Julie A. Miller
Julie A. Miller, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Bryan W. Batton
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC



This Service Agreement ("Agreement") applies to the services to which you subscribe except for services provided under another agreement between you and the COMPANY. The Effective Date of this Agreement for any individual service is the date on which you subscribe to or use the Service. When you apply for, subscribe to, or use the Service after the Effective Date, you are accepting the terms of this Agreement. If you do not agree with the terms of this agreement, you must notify the COMPANY prior to the Effective Date to disconnect the Service. To disconnect the Service, you must contact the COMPANY by calling the number on your billing statement or by using any other method designated by the COMPANY. You will be responsible for all applicable charges incurred prior to termination.

1 Definitions

AGREEMENT shall mean this entire Agreement, including the Terms and Conditions, Schedule of Services and Rates and any Appendices and/or Disclaimers referenced herein and any Memorandum of Understanding attached hereto.

APPLICATION FOR SERVICE shall mean a standard order form which includes all pertinent billing, technical, and other descriptive information which will enable COMPANY to provide the Service as required.

COMPANY shall mean the company or companies listed under the IDENTIFICATION OF PARTIES AND SERVICES above which shall be ATMC or any affiliate or subsidiary company providing services under this agreement.

CUSTOMER shall mean the customer listed under IDENTIFICATION OF PARTIES AND SERVICES above.

CUSTOMER PROVIDED EQUIPMENT shall mean equipment or facilities provided by persons other than the COMPANY and connected to the COMPANY'S Service or connected to the COMPANY'S facilities.

FORCE MAJEURE is defined as including war, riots, embargoes, strikes, or other concerted acts of workers, casualties or accidents, malicious or criminal acts of third parties, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Services.

SERVICE or SERVICES means the retail services offered by the COMPANY pursuant to this agreement and listed under the IDENTIFICATION OF PARTIES AND SERVICES above.

2 Terms and Conditions

2.1 COMPANY Limitations

COMPANY reserves the right to terminate service for failure to comply with the terms and conditions of this Agreement or the COMPANY'S Acceptable Use Policy located at www.atmc.com.

COMPANY does not undertake to transmit communications, data, messages or video services, but rather furnishes service and equipment for such transmissions by the CUSTOMER.

The Service provided pursuant to this Agreement may not be resold or transferred without express written permission by COMPANY.

2.2 Obligations of the COMPANY

COMPANY is not responsible for the installation, operation, or maintenance of any equipment provided by the CUSTOMER.

2.3 Obligations of the CUSTOMER

The CUSTOMER is responsible for obtaining and installing compatible customer premises equipment used for connection to Service.

CUSTOMER shall provide such information and assistance as are reasonably requested by COMPANY for purposes of facilitating COMPANY'S provision of Services to CUSTOMER.

CUSTOMER is responsible for (i) assuring that its authorized users comply with the provisions of this Agreement and that unauthorized persons do not gain access to or use the Services through user names, passwords, or other identifiers assigned to CUSTOMER pursuant to this Agreement; (ii) providing any equipment and software that may be necessary for the use of the Services by CUSTOMER (in addition to any Equipment and Software that may be placed at CUSTOMER'S location(s) or otherwise provided or used by COMPANY for its provision of the Services); (iii) timely payment of all charges for usage of the Services applicable to its account whether or not by authorized users or for authorized purposes; and (iv) performing its other obligations under these Terms and Conditions.



2 Terms and Conditions (cont'd)

2.3 Obligations of the CUSTOMER (cont'd)

CUSTOMER shall not use the Service in any way that would be or would assist any third party to be in violation of any law, this Agreement, or any Acceptable Use Policy applicable to the Service. CUSTOMER shall not transmit or publish on or over the Service any information, software, or other content that violates or infringes upon the rights of any others or use the Service and capabilities of the Services to conduct any business or activity or solicit the performance of any activity that is prohibited by law.

It is CUSTOMER's responsibility to provide necessary access to customer premise facilities to COMPANY personnel in order to install service, as well as to investigate and repair Service outages on-site. Access includes the ability to review information and the right to construct, install, repair, maintain, replace, and remove access lines and network facilities and to use any ancillary equipment space within any building necessary for CUSTOMER's connection to COMPANY's network. CUSTOMER will furnish any conduit, holes, wire ways, wiring, plans, equipment, space, power/utilities, and other items require to perform installation or repair of Services, and obtain any necessary license, permits, and consents (including right of ways and easements). If access to customer premises is not granted, then applicable billing credits for loss of Service due to the Service disruption will not be available. If COMPANY responds to customer trouble report and finds the outage was not a result of COMPANY equipment or Service, CUSTOMER will be billed at COMPANY's regular billing rate for time incurred as a result of responding to the reported Service outage.

2.4 Liabilities of the COMPANY

Except as stated in this Section, COMPANY shall have no liability or damages of any kind arising out of or related to provision of services outlined in this Agreement.

The liability of COMPANY for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Agreement including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall be limited to amount equal to the charges under this Agreement applicable to the specific service (or portion thereof) that was affected. There shall be no other liability for COMPANY and in no event shall COMPANY be liable for any consequential or exemplary damages of CUSTOMER.

COMPANY shall not be liable for any act or omission by CUSTOMER or any other entity furnishing facilities, equipment, or services used by CUSTOMER, with COMPANY's Services. In addition, COMPANY shall not be liable for any damages or losses due to the failure or negligence of any CUSTOMER or third party or due to the failure of customer-provided or third party provided equipment, facilities or services. CUSTOMER agrees to indemnify and hold COMPANY harmless in connection with any and all damages caused by the CUSTOMER or any other entity furnishing facilities, equipment or services used by the CUSTOMER.

2.5 Force Majeure

COMPANY shall not be liable by reason of any failure or delay in the performance of its obligations due to circumstances beyond its control, including, but not limited to, interruptions due to outages of electric utilities, acts of God, terrorism, floods, outages caused by damaged communications cables, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service.

2.6 Application for Service

CUSTOMER must place an Application for Service with COMPANY to initiate, cancel or change the Services provided pursuant to this Agreement. Applications for Services may be either in writing or orally.

2.7 Installation of Service

COMPANY may require information from CUSTOMER to complete installation of Service and will make specific request to CUSTOMER, if such information is required.

COMPANY is not responsible for the installation, operation, or maintenance of any equipment provided by the CUSTOMER.

2.8 Cancellation of Service Order

CUSTOMER may cancel an Order for the installation of service on any date prior to the service date. The cancellation date is, the date COMPANY receives written or verbal notice from CUSTOMER that the order is to be



2 Terms and Conditions (cont'd)

2.8 Cancellation of Service Order (cont'd)

cancelled. A cancellation charge may apply and may include the non-recoverable costs incurred by COMPANY for equipment and labor to install Service.

If CUSTOMER is unable to accept Service within 30 calendar days after the original service date, COMPANY reserves the right to commence billing for Service or cancel the order for Service.

2.9 Expedited Orders

When placing an Order, CUSTOMER may request a service date that is prior to the applicable service date. Additionally, CUSTOMER may also request an earlier service date on a pending Order. In this case, an Order modification would be required. If COMPANY determines that the service can be provided on the requested date and that additional labor cost or other extraordinary costs are required to meet the requested service date, CUSTOMER will be notified and will be provided with an estimate of the additional charges involved. Charges will be billed at actual cost. Such additional charges will be determined and billed to CUSTOMER.

2.10 Technical Standards

COMPANY and the CUSTOMER shall agree to the industry technical standards applicable to use of COMPANY's Service provided pursuant to this Agreement. If an industry standard becomes obsolete or is otherwise no longer supported by vendors associated with COMPANY's network, any duties with respect to technical standards are invalidated. In the event the CUSTOMER and COMPANY do not come to agreement regarding replacement industry standards, COMPANY shall choose the replacement industry standard most commonly used by the industry.

2.11 Charges and Payments for Service or Facilities

2.11.1 Deposits

COMPANY may, in order to protect its interest, require the customer to make a deposit or provide a surety bond to secure payment of all charges. The deposit or security bond may equal up to three (3) months estimated payments. COMPANY also reserves the right to perform a credit check on CUSTOMER and CUSTOMER will provide such information as COMPANY requires for purposes of conducting a credit check. The credit check, at the discretion of the company, may be used to determine the amount of the deposit or surety bond due from customer. Any deposit made by the CUSTOMER shall be held for one year by company. If the CUSTOMER has paid all payments during the first year on the date they are due or payable, the COMPANY shall refund the deposit to the CUSTOMER, without interest.

Upon the cancellation of service or any default in payment, CUSTOMER agrees that any deposit held by COMPANY can be used to offset any amounts owed by CUSTOMER to COMPANY. In the event of any late payment or default by customer after the first year, COMPANY reserves the right to obtain from customer an additional deposit or surety bond equal to three months estimated payments, which shall remain in effect until the service is terminated.

The fact that a deposit is made does not relieve CUSTOMER from making advance payments or from complying with the COMPANY's regulations for the payment of bills in accordance with the terms herein and does not constitute a waiver or modification of the regulations of the COMPANY providing for the discontinuance of Service for nonpayment of any sums due the COMPANY for Service rendered.

2.11.2 Payment and Billing Periods

CUSTOMER is responsible for the payment of all charges for any and all Services or facilities provided by the COMPANY to the CUSTOMER for Service.

Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the CUSTOMER through notice given to COMPANY.

COMPANY shall establish the start date for monthly bill periods, and such monthly periods shall continue through the term of the Agreement.

Proration of Charges and Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this Agreement will be prorated to the number of days based on a 30 day month.



2 Terms and Conditions (cont'd)

2.11 Charges and Payments for Service or Facilities (cont'd)

2.11.3 Changes to Agreement, Taxes and Other Charges

COMPANY reserves the right, from time to time, to change the price for a Service upon the following notice: 1) the price of Service may be decreased without notice, and 2) COMPANY will provide notice of a Service price increase at least thirty (30) days prior to the effective date of the price increase. If you do not disconnect the affected Service by the effective date of the price increase, you will be liable for the increased price.

COMPANY reserves the right, from time to time, to change the terms and conditions of this Agreement other than a change in price upon at least thirty (30) days prior notice of such a change. When notice is required, COMPANY will provide notice by 1) posting notice on the COMPANY website 2) by bill message insert, 3) by letter or postcard via U.S. Postal Service to CUSTOMER billing address, 4) via a call to CUSTOMER's billed telephone number, or 5) by email to CUSTOMER's provided email address. COMPANY may at its discretion provide notice using more than one method; however, multiple notices are not required at any time. CUSTOMER AGREES THAT NOTICE BY COMPANY THROUGH ANY OF THESE METHODS IS SUFFICIENT.

In addition to payment for Services, CUSTOMER must pay all lawful taxes, fees, surcharges and other charges. COMPANY will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such taxes and charges shall be separately shown and charged on bills rendered by COMPANY or its billing agent.

COMPANY may impose a Regulatory Cost Recovery Fee to help defray COMPANY's cost of providing Service. If imposed, the fee will be separately shown and charged on CUSTOMER's bill rendered by COMPANY or its billing agent. More than one Regulatory Cost Recovery Fee may apply if more than one service is imposed.

2.11.4 Payment and Late Payment Charge

Payment will be due as specified on the CUSTOMER bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by state law will be applied to all amounts past due.

Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

Service may be denied or discontinued at COMPANY's discretion for nonpayment of amounts due COMPANY past the due date as specified in this Section. Restoration of Service will be subject to all applicable installation charges.

2.12 Termination or Denial of Service by the COMPANY

COMPANY may, immediately and without notice to the CUSTOMER, and without liability, temporarily deny, terminate, or suspend Service to any CUSTOMER upon any of the following:

- (a) In the event CUSTOMER or its agent: (a) willfully damages COMPANY equipment, interferes with use of COMPANY's Service by other customers of COMPANY; (b) unreasonably places capacity demands upon COMPANY's facilities or Service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of this Agreement or applicable law.
- (b) In the event a CUSTOMER becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or in the event that COMPANY determines that any Service is being used fraudulently or illegally, whether by a CUSTOMER or its agent.
- (c) In the event that COMPANY determines that any Service is being used fraudulently or illegally, whether by CUSTOMER or its agent.
- (d) If COMPANY chooses to suspend Service, COMPANY may require that CUSTOMER pay a fee for restoring Service in addition to the regular cost for such Service during the suspension.



2 Terms and Conditions (cont'd)

2.13 Billing Disputes

If CUSTOMER believes CUSTOMER has been billed by COMPANY in error, CUSTOMER must contact COMPANY within ninety (90) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than ninety (90) days old at the time CUSTOMER notifies COMPANY. CUSTOMER may withhold from payment to COMPANY the disputed portion of any bill pending resolution of the dispute. CUSTOMER must pay all non-disputed charges on the bill by the due date indicated on the bill. COMPANY will notify CUSTOMER of the results of its inquiry, and either adjust the billing, issue a credit, or notify CUSTOMER that all or a portion of the disputed amount is still owed. CUSTOMER will be required to pay such amount within fifteen, (15) days thereafter, and if CUSTOMER fails to pay this amount within the time required, CUSTOMER's account will be deemed past due and unpaid and CUSTOMER's Service subject to termination under Section 2. Any payments CUSTOMER withholds pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts.

2.14 Credit Allowance

Credit for failure of Service will be allowed only when failure is caused by or occurs in COMPANY's facilities or equipment owned, provided and billed for by COMPANY. A credit allowance is not applicable for any period during which CUSTOMER cannot utilize the Service, except for such period where the Service is interrupted by COMPANY for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.

Credit allowance for failure of Service or equipment starts when the CUSTOMER notifies COMPANY of the failure and ceases when the operation has been restored.

The CUSTOMER shall notify COMPANY of failures of Service or Equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided equipment or customer provided facilities, or any act, or omission by the CUSTOMER, or in wiring or equipment connected to the CUSTOMER's terminal.

Only those portions of the Service or equipment operation disabled will be credited.

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, COMPANY shall make a credit allowance at the CUSTOMER's request for a pro rata adjustment of all Service charges billed by COMPANY for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to COMPANY, by a standard thirty (30) day month, and then multiplying the result by COMPANY's fixed monthly charges for each interrupted Service. If the duration of the service interruption is less than the minimum duration, no credit allowance will apply. The minimum duration for the Service is defined in the Appendix for the Service.

A credit allowance will not be given for interruptions caused by the negligence or willful act of the CUSTOMER, or interruptions caused by failure of equipment or service not provided by COMPANY.

It is the CUSTOMER's responsibility to request any applicable Service credit. To request a credit allowance, CUSTOMER must do so by contacting COMPANY within five (5) business days of reporting an applicable Service outage. COMPANY reserves the right to deny Service Credit requests for Service outages that are not covered under the terms outlined in this Agreement. If a credit allowance is approved, the applicable credit will be applied to CUSTOMER's bill within 1-2 billing cycles. No credit is available for a CUSTOMER (a) that is blocking COMPANY from monitoring customer's premises equipment; (b) that does not provide the necessary access to personnel and facilities at the customer's premises to enable COMPANY to perform comprehensive troubleshooting; or (c) whose account is not in good financial standing with COMPANY. COMPANY is not liable for failure to fulfill its obligations hereunder if such failure is due to customer's use of Service which does not comply with the Terms and Conditions of Service, or acts beyond COMPANY's reasonable control.

3 Service Description

Detailed service information applicable to this Agreement is attached to this Service Agreement as an Appendix, or, if multiple services are covered under this Agreement, as a separate Appendix for each service.



4 Customer Installation

COMPANY may require information from CUSTOMER to complete installation of Service and will make specific request to CUSTOMER, if such information is required.

COMPANY will select a date for installation of Service after receiving all information needed from CUSTOMER, including the customer-signed original of this agreement and if applicable, a completed credit application and verification.

CUSTOMER may request a specific date for installation of Service, but COMPANY reserves the right, in its discretion, to establish the service date selected and the scheduling for installation. CUSTOMER agrees to cooperate with COMPANY to provide access to customer premise(s) for the purpose of completing installation of Service and applicable COMPANY provided equipment.

COMPANY is not responsible for the installation, operation, or maintenance of any equipment provided by the CUSTOMER.

5 CUSTOMER Support

COMPANY'S standard support is available Monday through Friday, from 8AM to 5PM, excluding company holidays.

COMPANY may at its discretion offer support outside of COMPANY'S standard support hours, for which additional support charges shall apply.

COMPANY Support Telephone Number is 910-754-4317

6 Use of Service and Equipment

CUSTOMER agrees to use the Service and any COMPANY provided equipment for lawful purposes only. The Service may not be used to transmit or receive any communication or material of any kind which, in COMPANY's sole discretion, the transmission, receipt or possession of such communication or material may constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, federal or international law. COMPANY reserves the right to terminate Service without refund and reclaim possession COMPANY provided equipment immediately if COMPANY, believes that this provision has been violated.

CUSTOMER is liable for any and all use of the Service and/or COMPANY provided equipment, and any transmissions made thereon, by CUSTOMER or any person using the Service or COMPANY provided equipment. CUSTOMER agrees to indemnify, defend and hold COMPANY harmless against any and all liability, damages or claims, including attorneys' fees and costs, arising from or related to such use of the Service and/or COMPANY provided equipment in violation of this Agreement. If COMPANY, in its sole discretion, believes that CUSTOMER may have violated this provision, COMPANY may forward the objectionable material, as well as any CUSTOMER communications, including personally identifiable information, to the appropriate authorities for investigation.

6.1 Permitted Locations

CUSTOMER is permitted to use Service at locations expressly approved by COMPANY. If COMPANY determines CUSTOMER is using Service at a location not expressly approved by COMPANY, COMPANY will notify CUSTOMER that it must cease use of Service at the unapproved location immediately. If CUSTOMER does not cease using service at the unapproved location, COMPANY, at its discretion, may disconnect Service at the unapproved location any time beginning thirty (30) days after initial notice to CUSTOMER of the violation.

6.2 Use and Maintenance of COMPANY Equipment

COMPANY equipment installed at the customer premises by COMPANY for the purpose of delivering or monitoring Service will remain the property of COMPANY. The removal, modification, or tampering with company provided equipment by anyone other than company employees or an authorized agent of COMPANY is strictly prohibited. During any term of the agreement, COMPANY, at its sole discretion, may repair or replace any company provided equipment, at no charge to the CUSTOMER, if COMPANY determines equipment to be defective (and not the subject of tampering, abuse, or unauthorized modification/repair).

CUSTOMER must provide a secure, environmentally-controlled area as required by manufacturer's guidelines for the placement of COMPANY equipment and must maintain the temperature of such area in accordance with the equipment manufacturer's guidelines. CUSTOMER is also required to provide an uninterruptible power supply with a battery backup unit that meets the manufacturer's specifications for the equipment to which it is connected.



6 Use of Service and Equipment (cont'd)

6.3 Theft of Service

CUSTOMER agrees to notify COMPANY immediately if CUSTOMER becomes aware at any time that the Service is being stolen or fraudulently used. When contacting COMPANY, CUSTOMER must provide all information requested by COMPANY and a detailed description of the circumstances surrounding the allegation of theft or fraud. Until such time as CUSTOMER provides COMPANY with notice of the theft or fraudulent use of the Service, CUSTOMER is responsible for maintaining the confidentiality of all account numbers and/or passwords. CUSTOMER is responsible for all uses of account information, whether or not actually or expressly authorized by CUSTOMER.

6.4 Theft or Damage to COMPANY Equipment

CUSTOMER is responsible for protecting and securing all equipment provided by COMPANY for use with the Service. CUSTOMER agrees to notify COMPANY immediately if CUSTOMER becomes aware at any time that the COMPANY provided equipment has been stolen or damaged. COMPANY reserves the right to bill CUSTOMER at the full retail rate for any equipment stolen or damaged during the time equipment was installed at the customer premises.

6.5 Return of COMPANY Equipment

Upon expiration or cancellation of the COMPANY Service, CUSTOMER agrees to give COMPANY access to customer premises for removal of COMPANY provided equipment. If CUSTOMER fails to make access available within five (5) business days of the expiration or cancellation of Service, CUSTOMER may be charged the full retail rate for such equipment.

6.6 Equipment and Software Compatibility

The CUSTOMER is responsible for the provision and maintenance of all customer-provided equipment and for insuring that the operating characteristics of the customer equipment is compatible with, and does not interfere with, the services offered by COMPANY.

It shall be the responsibility of CUSTOMER to ensure compatibility with COMPANY's equipment and services for any CUSTOMER provided equipment and software used with the Service. COMPANY shall not be responsible if changes in any of the equipment, operations, or procedures used in the provisioning of Service render any facilities provided by the CUSTOMER obsolete or require modification of such equipment or system, or otherwise affect its use of performance.

The CUSTOMER is responsible for ensuring the continuing compatibility of CPE at the customer premises. The CUSTOMER shall be responsible for any expenses incurred for required changes to CUSTOMER equipment or facilities in order to make such equipment or facilities compatible with Service.

7 Privacy Rights and Obligations

CUSTOMER privacy interests, including CUSTOMER's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal Communications Act of 1932, as amended, and the Electronic Communications Privacy Act. CUSTOMER grants COMPANY permission to collect, use or disclose CUSTOMER personal information as described in COMPANY'S Privacy Notice, found at www.atmc.com.

COMPANY may disclose any information that it believes appropriate to protect its rights, company compliance with applicable laws, safeguard its personnel, property and operations, or where it believes that individual or public safety is in peril.

CUSTOMER is responsible for protecting the information needed to access CUSTOMER's account information securely and verify orders (for example, tax identification number or passwords assigned by CUSTOMER or issued by COMPANY. If a third party acquires CUSTOMER information (through no fault of COMPANY), COMPANY may assume that CUSTOMER has authorized that person's use of the information and COMPANY may provide CUSTOMER's personal information to that person as if he or she were CUSTOMER.



8 Warranties and Limitations of Liabilities

NO WARRANTIES. COMPANY'S SERVICES (WHICH FOR PURPOSES OF THIS SECTION, ALSO REFER TO COMPANY'S EQUIPMENT AND SOFTWARE) ARE NOT GUARANTEED TO WORK, TO BE ERROR-OR VIRUS-FREE, OR TO BE COMPATIBLE WITH ANY SERVICES, EQUIPMENT OR SOFTWARE NOT PROVIDED TO CUSTOMER BY COMPANY OR COMPANY'S LICENSORS OR SUPPLIERS (INCLUDING CUSTOMER-OWNED EQUIPMENT). COMPANY'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER COMPANY NOR COMPANY'S LICENSORS OR SUPPLIERS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THESE SERVICES. THIS INCLUDES 'IMPLIED WARRANTIES' (SUCH AS THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IF THE LAW WHERE CUSTOMER IS LOCATED SAYS COMPANY CANNOT EXCLUDE CERTAIN WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED.

COMPANY'S LIABILITY IS LIMITED. NEITHER COMPANY NOR COMPANY'S EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS WILL BE LIABLE TO CUSTOMER FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED DIRECTLY OR INDIRECTLY ON CUSTOMER'S RELATIONSHIP WITH COMPANY OR COMPANY'S PROVISION OF THE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, TORT, (FOR EXAMPLE, A NEGLIGENCE OR PRODUCT LIABILITY CLAIM), VIOLATION OF LAW OR REGULATION OR ANY OTHER LEGAL THEORY. FOR EXAMPLE, COMPANY IS NOT LIABLE TO CUSTOMER FOR LOSSES OR DAMAGES THAT RESULT FROM YOUR CUSTOMER'S USE OR INABILITY TO USE THE SERVICES (INCLUDING 911 SERVICES), OR FOR ANY LOSSES OR DAMAGES THAT MAY RESULT FROM INSTALLATION, USE, MODIFICATION, REPAIR OR REMOVAL OF CUSTOMER USE EQUIPMENT OR CUSTOMER-OWNED EQUIPMENT. IN NO EVENT WILL COMPANY BE REQUIRED TO CREDIT CUSTOMER AN AMOUNT IN EXCESS OF CUSTOMER'S SERVICE FEES FOR THE MONTH DURING WHICH CUSTOMER SUFFER ANY LOSSES OR DAMAGES.

SECURITY. THE SERVICES AND THE COMMUNICATIONS MADE BY CUSTOMER USING THE SERVICES MAY NOT BE SECURE. CUSTOMER IS RESPONSIBLE FOR SECURING CUSTOMER'S COMMUNICATIONS AND DATA. COMPANY WILL NOT BE RESPONSIBLE IF A THIRD PARTY GAINS ACCESS TO THE SERVICES, THE CUSTOMER-OWNED EQUIPMENT, OR CUSTOMER'S COMMUNICATIONS OR DATA.

DAMAGE OR LOSS TO YOUR PROPERTY. THE SERVICES MAY RESULT IN DAMAGE OR LOSS TO CUSTOMER'S OWN SERVICES, EQUIPMENT (INCLUDING CUSTOMER-OWNED EQUIPMENT), SOFTWARE AND DATA (INCLUDING PERSONAL FILES). COMPANY IS NOT RESPONSIBLE FOR ANY SUCH DAMAGE OR LOSS. THIS INCLUDES DAMAGE OR LOSS RESULTING FROM SOFTWARE DOWNLOADS OR OTHER CHANGES OR MODIFICATION THAT ARE MADE TO CUSTOMER-OWNED EQUIPMENT AS CONTEMPLATED IN THIS AGREEMENT.

INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ANY OTHER UNDERLYING SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF SERVICE EXCEPT IF THE HARM IS CAUSED BY OR RELATED TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY COMPANY OR ITS UNDERLYING SERVICE PROVIDER.

9 General Provisions

Governing law - The law of the State Of North Carolina shall govern this Agreement, proper venue shall be District 13B of the North Carolina General Court of Justice. To the extent that such law is preempted or inconsistent with applicable federal law, in such case, proper venue will be Federal District Court for the Eastern District of North Carolina.

Severability - If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains in full force and effect and is enforceable.



Service Level Agreement
Terms and Conditions

The undersigned represents that he/she is the CUSTOMER or is authorized to sign this Agreement on behalf of CUSTOMER for the services in this Agreement. The undersigned further represents that the CUSTOMER Information provided in this Agreement is true and accurate. This Agreement binds CUSTOMER to the Rates, Terms and Conditions of Service contained in this Agreement, including any termination penalties that may apply. All Services provided under this Agreement are subject to the Rates, Terms and Conditions of this Agreement. Other services, if selected by CUSTOMER, are subject to the Rates, Terms and Conditions applicable for such services. COMPANY's Acceptable Use Policy is located at www.atmc.net and CUSTOMER acknowledges it is CUSTOMER's responsibility to review and adhere to this policy as it pertains to the use of COMPANY services and agrees to be bound thereby. The Term of this Agreement begins on the date of commencement of services. Prices listed in the Schedule of Services and Rates do not include applicable taxes, fees, assessments or surcharges. Until this Agreement is signed by COMPANY, it serves as a proposal which may be withdrawn or changed at any time. COMPANY will honor the prices in this agreement provided CUSTOMER delivers signed Agreement to COMPANY within thirty (30) days from the date shown above.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date hereof.

BRUNSWICK COUNTY	ATMC
By:	By: <i>Kris Ward</i>
Printed Name: Randy Thompson	Printed Name: Kris Ward
Title: Chairman, Board of Commissioners	Title: Director of Business Development
Date:	Date: 10/5/2021

ATTEST:

Clerk to the Board

[SEAL]

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

Julie A. Miller

Julie A. Miller, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Bryan W. Batton

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC



Service Level Agreement Appendix - Metro-Ethernet Service

1 Service Description

Metro-Ethernet Service ("Metro-E") is a high-speed packet-based advance data service that provides connectivity between customer locations, using packet-switching technology and Internet Protocol (IP). In connection with Metro-E COMPANY offers Virtual Local Area Network (VLAN) service through use of Virtual Private Network (VPN) functions.

Metro-E Service provides high-speed data connections that are a part of a packet-based IP network within COMPANY service areas. Metro-E Service provides the ability to order Ethernet Service or other supported packet-based services where a single customer connection can support multiple applications with varying Classes of Service (CoS).

Metro-E Service provides customer capabilities to support different Classes of Service (CoS), i.e., Real-Time, Business Critical, Interactive, and Best Effort, as described in this Appendix, over the same Metro-E connection allowing increased flexibility to provision bandwidth requirements for voice, data, and video applications. CUSTOMER specifies the required Class of Service (CoS) Package Profile for each Metro-E connection.

Service includes (1) a one-hour callback guarantee for reported service issues, (2) priority repair response time twenty-four (24) hours a day, seven (7) days a week, 365 days a year and, (3) real-time monitoring of COMPANY-provided equipment to ensure service availability.

2 Service Term

The minimum Term of Service is one year. If CUSTOMER chooses to disconnect all or a portion of the Service prior to the expiration of the minimum Term of Service, discontinuance charges will apply to the portion of the Service being discontinued. Discontinuance charge is equal to the monthly recurring rates for Service times the number of months remaining in Term.

The initial Term of Service shall commence on the date Service is installed and will continue for the number of consecutive months of the term.

Term of this Agreement will automatically renew on a month-to-month basis upon expiration of initial Term, unless not less than 30 days prior to the end of the Term or any Renewal Term, either party notifies the other party of its intent to terminate this Agreement.

3 Term Discounts

Service may be ordered at the CUSTOMER'S option on a monthly rate basis, subject to a minimum service period of one year, or for a Term Discount period, if offered. If CUSTOMER chooses to disconnect all or a portion of the service prior to the expiration of the Term Discount period, discontinuance charges will apply to the portion of the Service being discontinued. Discontinuance charge is equal to the monthly recurring rates for Service times the number of months remaining in Term.

Term Discount period, if applicable, must be specified at time of ordering.

4 Service Availability

Metro-E Service is available twenty-four hours per day, seven days per week, except for preventive maintenance.

If it is necessary to perform preventive maintenance, Service will be unavailable during the period of time when preventive maintenance is being performed. This could result in Service being unavailable during the period of time between 12:00 AM and 6:00 AM, Eastern Standard Time on any given morning. COMPANY, upon written notice to the CUSTOMER, may adjust the maintenance window.

Such effects related to Scheduled Network Maintenance shall not give rise to Service credits outlined in this document.

5 Emergency Provisions

Service will not function without proper electrical power. CUSTOMER is responsible for providing back-up electrical power to the service. CUSTOMER must insure that back-up electrical power, when connected to COMPANY provided equipment, meets the manufacturer's specifications for the equipment for which it is connected.

COMPANY is not responsible for failure of customer-provided equipment or full or partial failure of Service caused by electrical power failure, degradation or interruption.



Service Level Agreement Appendix - Metro-Ethernet Service

6 Outages

A Service Outage is defined as a period of time during which Service is unusable. A Service outage does not include instances of power outages, force majeure, customer premise equipment impairment, and/or failure resulting in barred access to network Services (e.g., personal computers, customer-owned switches and routers, and network peripheral devices), or outages caused by scheduled repair or maintenance. Service outages are measured on a per-incident, per connection basis.

Upon service activation, if CUSTOMER experiences a service outage, CUSTOMER shall contact COMPANY to report the outage. Upon notification from CUSTOMER, COMPANY personnel will respond to the CUSTOMER to verify receipt of the outage report. If a service outage requires access to customer premise(s), CUSTOMER shall provide access during COMPANY's normal business hours.

A severe outage is defined as a loss of Service in excess of four (4) hours in one twenty-four hour period, or ten (10) cumulative hours in any calendar month. If a subsequent severe outage occurs within one calendar month following the calendar month in which CUSTOMER experienced a Severe Outage, the outage will be considered a Chronic Disruption. Upon verification of a Chronic Disruption, CUSTOMER may request that COMPANY disconnect the Service and waive any applicable Early Termination Fees.

7 Response Time

Service includes one-hour response support. To qualify for one-hour response support, CUSTOMER must utilize the COMPANY'S Priority Response Telephone Number (910-755-2222) to report any Service outage. Upon application for service, COMPANY will assign CUSTOMER a personalized Customer Verification Number and Personal Identification Number for use when requesting one-hour response support.

Upon notification from CUSTOMER of a Service outage, COMPANY personnel will respond, within one hour, to the customer and verify receipt of the outage report.

If access to customer premise(s) is required in order to diagnose or restore Service, after a Service outage, CUSTOMER shall provide access to COMPANY at a time requested by COMPANY. If CUSTOMER denies access to customer premise(s) for the purpose of diagnosing or restoring Service, CUSTOMER shall not be eligible for any Service credit, if such credit is applicable.

If access to CUSTOMER premise is required to investigate and/or resolve a reported Service Outage, COMPANY will perform an on-site visit within three (3) hours of CUSTOMER notifying COMPANY of the Service Outage, provided that CUSTOMER is willing to accept COMPANY's appointment date and time and provided that CUSTOMER provides access to the customer premise and applicable equipment. COMPANY shall not be responsible for a delay in an outage response caused by a failure to properly report a Service outage, acts of God, failure of customer to allow access to customer's premises or applicable equipment, or any other occurrence commonly known as force majeure.

8 Service Standard Features

Metro-E Service includes twenty-four (24) hour, seven (7) days per week, three hundred sixty-five (365) days per year monitoring service and priority response service.

9 Optional Features

CUSTOMER may order with Metro-E Service the following Classes of Services (CoS):

- (a) Real-Time - supports Voice over Internet Protocol (VoIP) applications. The Real-Time CoS is supported by a low latency queue.
- (b) Business Critical - supports mission-critical business data applications. These applications tend to be data specific and may include medical imaging, electronic funds transfer, medical records transfer, etc.
- (c) Interactive Video - supports interactive video applications.
- (d) Best-Effort - the default CoS for all other traffic that is not defined as Business Critical, Interactive Video, or Real-Time and is included, at no additional charge, with the Metro-E Connection charge. CUSTOMER traffic that is not marked with a particular CoS will be treated as Best Effort. Traffic with the Best Effort CoS will have the lowest priority on the network and will support lower priority data applications, such as email and file transfer protocol (FTP).



Service Level Agreement Appendix - Metro-Ethernet Service

9 Optional Features (Cont'd)

CUSTOMER may order with Metro-E Service the following Class of Service Profile Packages:

- (a) Profile 10-70% Real Time/30% Business Critical
- (b) Profile 20-50% Real Time/50% Business Critical
- (c) Profile 30-40% Real Time/40% Interactive/20% Business Critical
- (d) Profile 40-100 Business Critical

Class of Service Values are assigned as follows:

- (a) Best-Effort = 1, Class of Service values of 0 are treated as 1
- (b) Business-Critical = 4, Class of Service values of 2 and 3 are treated as 4
- (c) Interactive = 6, Class of Services value of 7 is treated as a 6
- (d) Real-Time = value of 5

Optional features may incur additional charges.

10 Benchmarks and Metrics

10.1 Network Availability

COMPANY's Ethernet network is designed to be available 24 hours per day, 7 days per week, 365 days per year, except during periods of maintenance. COMPANY will take all reasonable effort to maintain $\geq 99.99\%$ core network availability.

Network availability is monitored continuously by the COMPANY and any calculation of network availability or unavailability shall be based solely on such monitoring.

Network unavailability does not include any loss of availability resulting from: (a) problems with or maintenance on CUSTOMER applications, equipment or facilities; (b) acts or omissions of CUSTOMER or user of the network, whether authorized or not; (c) acts or omissions of third parties, or (d) a force majeure event.

If CUSTOMER experiences network unavailability for more than sixty (60) consecutive minutes, as evidenced by COMPANY monitoring, CUSTOMER may be eligible for a Service Credit according to Section 2.14 of the Service Level Agreement.

10.2 Committed Information Rate (CIR)

Committed Information Rate is defined as the minimum bandwidth available across the COMPANY's Metro-E core network available to transport data originating from a specific customer location. CIR is offered in preset bandwidth increments and is related to the physical line used to transport the customer data from the Network Interface (NI) to the services Node port. The actual customer data throughput is a function of the customer network configuration, applications, overhead and capabilities. The Physical Line determines the physical Network Interface (NI) that can be supported and the CUSTOMER Premises Equipment (CPE) port required.

The treatment of CIR values and the Physical Line Rate required to support that CIR values are as follows:

CIR Value 2, 3, 4, 5, 8 Mbps = Physical Interface Rate of 10 Mbps

CIR Value 10, 20, 50 Mbps = Physical Interface Rate of 100 Mbps

CIR Value 100, 200, 250, 300, 450, 500, 750, 1000 Mbps = Physical Interface Rate of 1000 Mbps



Service Level Agreement Appendix - Metro-Ethernet Service

10 Benchmarks and Metrics (Cont'd)

10.3 Network Latency

Network Latency is the average time it takes for an IP packet to route from COMPANY's Metro-E network to the customer-premise equipment at a location within COMPANY's service area.

COMPANY does not guarantee any specific latency experience on its Metro-E network. COMPANY will regularly monitor the aggregate latency within its Metro-E network and take reasonable steps to maintain an aggregate latency experience of 55 milliseconds or less, as measured on an average basis over a calendar month.

If CUSTOMER experiences an aggregate latency experience greater than the threshold stated above, CUSTOMER may notify COMPANY to request an investigation of the latency experience. Upon receiving notification from CUSTOMER, COMPANY will work with CUSTOMER to determine if the aggregate latency experience can be improved. CUSTOMER agrees to cooperate with COMPANY to correct any incompatibilities between customer-provided equipment and COMPANY's equipment and/or network, including but not limited to installing new customer equipment, updating existing customer equipment to technical standards required to be compatible with COMPANY's equipment and/or network.

10.4 Packet Loss

Packet Loss is the packets that do not reach the COMPANY's Metro-E network when sent from the customer premise equipment at a location within COMPANY's service area or the packets that do not reach the customer premise equipment at a location within COMPANY's service area when sent from the COMPANY's Metro-E network.

COMPANY does not guarantee any specific packet loss minimum. COMPANY will regularly monitor its aggregate packet loss, and take reasonable steps to maintain an aggregate packet loss experience of 1% or less.

If CUSTOMER experiences an aggregate packet loss greater than the threshold stated above, CUSTOMER may notify COMPANY to request an investigation of the packet loss experience. Upon receiving notification from CUSTOMER, COMPANY will work with CUSTOMER to determine if the aggregate packet loss experience can be improved. CUSTOMER agrees to cooperate with COMPANY to correct any incompatibilities between customer-provided equipment and COMPANY's equipment and/or network, including but not limited to installing new customer equipment, updating existing customer equipment to technical standards required to be compatible with COMPANY's equipment and/or network.

10.5 Jitter

Jitter is a variation in the delay of received packets due to network congestion, improper queuing, or configuration errors.

COMPANY does not guarantee any specific jitter minimum. COMPANY will regularly monitor its aggregate jitter, and take reasonable steps to maintain an aggregate jitter experience of 1% or less.

If CUSTOMER experiences an aggregate jitter greater than the threshold stated above, CUSTOMER may notify COMPANY to request an investigation of the jitter experience. Upon receiving notification from CUSTOMER, COMPANY will work with CUSTOMER to determine if the aggregate jitter experience can be improved. CUSTOMER agrees to cooperate with COMPANY to correct any incompatibilities between customer-provided equipment and COMPANY's equipment and/or network, including but not limited to installing new customer equipment, updating existing customer equipment to technical standards required to be compatible with COMPANY's equipment and/or network.

11 Customer Support

11.1 Support Hours

COMPANY's standard support is available Monday through Friday, from 8AM to 5PM, excluding holidays.

COMPANY may at its discretion offer support outside of COMPANY's standard support hours, for which additional charges shall apply.

11.2 How to Reach Support

COMPANY Priority Response Telephone Number is 910-755-2222. The Priority Response Telephone Number must be used to guarantee a one-hour response.

COMPANY General Support Telephone Number is 910-754-4317



**Service Level Agreement
Appendix - Metro-Ethernet Service**

11 Customer Support (Cont'd)

11.3 Support Charges

In cases where Support Charges are applicable, COMPANY Support Rates are \$85.00 per hour. Minimum Support charge includes a premise visit charge, where applicable, plus a one hour support charge. Support Charges are billed in one hour increments.

Certificate Of Completion

Envelope Id: A45CB4728CD64BEC90396F07DD852C7F

Status: Sent

Subject: iContracts - Signature Request on Document. Contract 960296 ATMC Metro Ethernet 2021 Bldg J and UOC

Source Envelope:

Document Pages: 16

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Laura Hughes

AutoNav: Enabled

laura.hughes@brunswickcountync.gov

Envelopeld Stamping: Enabled

IP Address: 52.207.176.51

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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10/5/2021 4:00:24 PM

laura.hughes@brunswickcountync.gov

Signer Events**Signature****Timestamp**

Kris Ward

Kris Ward

Sent: 10/5/2021 4:05:11 PM

kward@atmc.com

Viewed: 10/5/2021 4:08:29 PM

Director of Business Development

Signed: 10/5/2021 4:08:44 PM

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 216.99.112.66**Electronic Record and Signature Disclosure:**

Accepted: 10/5/2021 4:08:29 PM

ID: 881db3dc-c610-493a-a85b-0086b317a054

Bryan W. Batton

Bryan W. Batton

Sent: 10/5/2021 4:08:46 PM

bryan.batton@brunswickcountync.gov

Viewed: 10/5/2021 4:11:36 PM

Asst. County Attorney

Signed: 10/5/2021 4:11:45 PM

Brunswick County Government

Signature Adoption: Pre-selected Style
Using IP Address: 216.99.123.2Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/17/2019 3:41:44 PM

ID: d1cb4f80-7fbd-4aa2-bc7a-0f26f8e161a8

Julie A. Miller

Julie A. Miller

Sent: 10/5/2021 4:11:47 PM

julie.miller@brunswickcountync.gov

Viewed: 10/5/2021 4:26:55 PM

Security Level: Email, Account Authentication
(None)

Signed: 10/5/2021 4:27:04 PM

Signature Adoption: Pre-selected Style
Using IP Address: 216.99.123.2**Electronic Record and Signature Disclosure:**

Accepted: 10/5/2021 4:26:55 PM

ID: 5360f131-fcb6-4302-97fb-76e5d4771adc

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Laura Hughes

Sent: 10/5/2021 4:27:06 PM

laura.hughes@brunswickcountync.gov

Paralegal

Brunswick County Government

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/5/2021 4:05:11 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Brunswick County MIS as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Brunswick County MIS during the course of my relationship with you.