



This Frontier Services Agreement ("FSA") is effective as of 12/30/2016 ("Effective Date"), by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and BROWN COUNTY, whose primary address is 200 S BROADWAY ROOM, BROWNWOOD, Texas, 76801 ("Customer").

This document incorporates the complete Frontier Services Agreement terms and conditions at <http://www.Frontier.com/FSA> as an integral part of the agreement (collectively, the "FSA").

Provision of Services and Equipment

Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules issued by Frontier and executed by Customer.

Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

Payment

Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

Cancellation and Early Termination Charges

If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this FSA are intended to establish liquidated damages in the event of termination and are not intended as a penalty.

Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA, the terms and conditions, including the Limitation of liability, warranty, indemnification, breach and other terms and conditions, at <http://www.Frontier.com/FSA>, and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

Signature blocks for Frontier Communications of America, Inc. and BROWN COUNTY, including fields for Signature, Printed Name, Title, and Date.

December 12, 2016 (Exhibit # 3)

**Contractual
Notice:**

Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

Contractual Notice:

BROWN COUNTY
200 S BROADWAY ROOM
BROWNWOOD, Texas, 76801
Attn: Matt Krischke

This is Schedule Number S-0000138157 to the Frontier Services Agreement dated 12/30/2016 ("FSA") by and between BROWN COUNTY ("Customer") and Frontier Communications of America Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide Services and Equipment identified in the Schedule below.

Primary Service Location: 200 S. Broadway, Brownwood, Texas, 76801
 Schedule Type/Purpose: Order for new Services

Schedule Date: 12/30/2016
 Service Term: 36

Service Summary	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	\$	\$ 743.00
Managed Router (details in Table 1)	\$	\$
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$	\$
Special Construction	\$	\$
Total:	\$ 0.00	\$ 743.00

Table 1: Ethernet Access Circuit & Managed Router

Service Location	Service Address, and NPA NXX	Service	Charges	
			NRC	MRC
A new	200 S. Broadway, Brownwood, TX, 76801, 325 646	Access CIR (Mbps) Managed Router	20 Mbps \$	\$ 743.00 \$
B	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps \$	\$ \$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps \$	\$ \$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps \$	\$ \$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps \$	\$ \$
F	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps \$	\$ \$
G	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps \$	\$ \$
H	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps \$	\$ \$
I	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps \$	\$ \$
J	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps \$	\$ \$
K	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps \$	\$ \$
L	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps \$	\$ \$
M	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps \$	\$ \$
N	street, city, state, zip, NPA NXX	Access CIR (Mbps) Managed Router	Mbps \$	\$ \$
Subtotal:			\$ 0.00	\$ 743.00

Table 2: IP Addresses

Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): A	/29 - \$0 NRC, \$0 MRC	
Service Location (from Table 1): select	none	
Service Location (from Table 1): select	none	
Service Location (from Table 1): select	none	
Subtotal:	\$ 0.00	\$ 0.00

1. Service Description.

Ethernet Internet Access is a data service comprised of a User Network Interface (UNI) and an Ethernet Virtual Connection (EVC) to the Internet which provides traffic separation, privacy, and security.

Managed Router Service Description. Frontier will configure the Router based on documented customer requirements. Customer shall permit Frontier to access the Router's Simple Network Management Protocol (SNMP) variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP

trap messages. Frontier will perform monitoring based on standard SNMP traps received from the Router. Frontier will work to isolate and determine the source and severity of the problems. If a problem is caused by either the network transport or the Router, Frontier and Customer will cooperate to restore the Router to operational condition. If the source of the problem is within the Router, Frontier will be responsible for the repair or replacement of the Router, in Frontier's sole discretion. If the source of the problem is not the Router, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates. Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.

2. Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to

proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. Obligations of Customer. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

BROWN COUNTY

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____