

ADDENDUM TO AGREEMENT

This addendum ("Addendum"), effective as of this 29th day of December, 2022, contains modifications and/or additions to the Agreement (Quote # 29687-Q-21092) dated \_\_\_\_\_, in addition to any and all related addenda or amendments (collectively, the "Agreement"), between **Conterra Ultra Broadband, LLC d/b/a Conterra Networks**, a South Carolina limited liability company ("Conterra") on behalf of itself and its affiliates and **Brown County Texas** (Customer"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

In consideration of the mutual covenants contained in this Addendum and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the following provisions shall apply:

- 1. **Termination for Non-Appropriation.** Customer intends to pay for this Agreement for the duration of the its Service Commitment Term if funds are legally available to pay the applicable monthly recurring charges; provided, however, that Customer may terminate this Agreement without penalty or liability after the initial twelve (12) months, if funds sufficient to pay Customer's obligations under this Agreement are not appropriated for a specific fiscal year (a "Non-Appropriation"); provided that Customer (a) provides Conterra with prior written notice certifying that (i) funds have not been appropriated for the fiscal period, and (ii) such Non-Appropriation did not result from any act or failure of Customer; (b) has paid Conterra all undisputed amounts due and owing at the time of such Non-Appropriation for all Services provided by Conterra pursuant to the Agreement.
2. **Notices; Publicity and Disclosure.** The following paragraph shall be added as the last paragraph of Section 10 of the Agreement.

Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Parties understand and acknowledge that Customer is a governmental entity, and that Texas law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Conterra of confidential information which would result in economic loss or damage to Conterra if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Information Act, Texas Government Code Chapter 552, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Information Act (or other similar law) to disclose information identified by Conterra in writing as confidential, Customer's sole obligations to Conterra shall be: (i) to promptly notify Conterra; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Conterra an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Information Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Conterra initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Conterra's request, Conterra shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Conterra's request. Customer shall not be liable to Conterra for any loss, cost or expense relating to the disclosure of requested records if Conterra fails to obtain legal protection against disclosure and Customer releases the records in good faith.

- 3. Other than the addition set forth above, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail.

IN WITNESS WHEREOF, this Addendum is hereby duly executed by an authorized representative of each party hereto as of the date first above written.

Brown County Texas
AUTHORIZED REP.
(PRINTED NAME):
SIGNATURE:
TITLE:
DATE:

Conterra Ultra Broadband, LLC d/b/a Conterra Networks
AUTHORIZED REP.
(PRINTED NAME):
SIGNATURE:
TITLE:
DATE:

December 19, 2022 (Exhibit #3)



# Service Order

**Conterra Networks**  
 5301 77 Center Drive  
 Charlotte, NC 28217  
 Phone 704.936.1800  
[www.conterra.com](http://www.conterra.com)

**Quote #:** 29687-Q-21092  
**Date:** November 21, 2022  
**Valid Until:** December 21, 2022

<p><b>Legal Business Name:</b> Brown County Texas</p> <p>Contact: Jennifer Robison          Phone: 325-646-0328          E-Mail: <a href="mailto:jennifer.robison@browncountytexas.org">jennifer.robison@browncountytexas.org</a>          Address: 200 S Broadway St          Brownwood, Texas 76801          United States</p>	<p><b>Conterra Contact</b></p> <p>Rep: Todd Smith          Phone: 3257168340          E-Mail: <a href="mailto:tsmith@conterra.com">tsmith@conterra.com</a></p>
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**Contract Term: 60 Months**

Promotion Details	Total Promotion Discount
90 Day Customer Satisfaction: \$3885 in bill credits will be applied to your first invoice.	(\$3,885.00)

**Location: 200 S BROADWAY ST BROWNWOOD TX 76801**

Description	QTY	Unit MRC	Total NRC	Total MRC
Dark Fiber	1.00	\$175.00	\$7,500.00	\$175.00
<b>Sub Total:</b>			<b>\$7,500.00</b>	<b>\$175.00</b>

**Location: 1050 W COMMERCE ST BROWNWOOD TX 76801**

Description	QTY	Unit MRC	Total NRC	Total MRC
Dark Fiber	1.00	\$175.00	\$7,500.00	\$175.00
1 Gbps Premier Internet	1.00	\$825.00	\$300.00	\$825.00
Included: 1 IPv4 Static IP Address	1.00		\$0.00	\$0.00

Additional Stand-Alone IPv4 Static IP Address	2.00	\$10.00	\$0.00	\$20.00
IPv4 Static IP Address Block (/27) 29 Usable	1.00	\$100.00	\$0.00	\$100.00
		<b>Sub Total:</b>	<b>\$7,800.00</b>	<b>\$1120.00</b>

**Quote Totals**

<b>Total NRC</b>	<b>Total MRC</b>
<b>\$15,300.00</b>	<b>\$1,295.00</b>

**Order**

This Order Form ("Order") is entered into by and between Conterra Ultra Broadband, LLC, a South Carolina liability company ("Conterra Networks") on behalf of itself and for the benefit of itself and its Affiliates, and Customer.

This Order is subject to and controlled by the **Terms and Conditions set forth at [www.Conterra.com](http://www.Conterra.com)**, which are incorporated herein by reference (collectively, the Order and the Terms and Conditions shall be referred to as the "Agreement"). Customer's signature constitutes acceptance of the Order and its agreement to the Terms and Conditions.

**SERVICE, TERM AND RATES:** Conterra agrees to provide, and Customer agrees to accept the services (hereinafter, the "Service(s)") beginning on the In-Service Date and continue for the Term and the rates contained above. Conterra and Customer shall use commercially reasonable efforts to provide services on or about the Requested Service Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Order to be executed by their duly authorized officers or representatives.

**Notes**

1. Customer will provide rack space and power at no cost to Conterra.
2. Pricing is exclusive of taxes and fees.
3. Pricing and availability are contingent upon the credit approval, final site survey and engineering.
4. Customer will confirm Building Access as outlined in the Terms and Conditions set forth at [www.Conterra.com](http://www.Conterra.com)
  - a. If Customer is not the building/property owner, Customer will provide the contact information for the Building/Property Owner, the Property Leasing Agent, or designee.
  - b. Customer is Building/Property owner. Please initial to acknowledge.

**CONTERRA**

**Brown County Texas**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



## IP Address Request and Justification Form

*Completion of this form is mandatory when requesting more than five usable IPv4 static IP address*

Conterra Networks abides by the policies of the American Registry for Internet Numbers (ARIN) regarding IP address allocation. As part of standard service provided, Conterra Networks will assign the amount of IP addresses that customers can justify for use on their equipment. Written justification for any IP addresses requested is required so that we can demonstrate to ARIN that IP addresses allocated to Conterra Networks are used efficiently.

As you may be aware, the depletion of Internet Protocol Version 4 (IPv4) has made legacy IP addresses difficult to obtain, and ISPs are not receiving additional allocations except under special circumstances. As such, we appreciate your diligence and honesty in the request for these resources.

Please complete and sign the form and return it to your Account Executive.

### Customer Information

Please provide the following information:

<b>Organization/Company Name:</b>	Brown County Texas			
<b>Address:</b>	200 S Broadway St			
<b>City:</b>	Brownwood	<b>State:</b>	Texas	<b>Zip:</b> 76801
<b>Phone:</b>	325-642-1770	<b>Email:</b>		

### Current IPv4 Address Space Utilization

Please list all IPv4 address space currently assigned from all sources:

Network	Size	Assigned By	Assign Date	% in use
Example: 200.22.22.0	/24	SomeISP	4-11-2002	80%

*If more space is required, you may list additional IP addresses with the above information of such on a separate sheet of paper and attach it to the end of this form.*

Check this box if you are going to renumber and return IPv4 addresses from another ISP. If checked, what is the expected date for the renumbering to be completed:

**Requested IP Address Space**

IPv4 block size or number of additional useable IPv4 addresses requested:

Please describe your planned use of the requested IPv4 address space. List the services you will be using that require a discreet IP address and their purpose. Typical services include email servers, web servers, private nameservers, FTP servers, firewalls and SSL websites.

IPv6 block size or number of additional useable IPv6 addresses requested:

Please provide a map or diagram showing how the IPv6 address block would be sub-netted.

**Planned Usage of IPv4 Address Space**

Please provide additional information about the Projected usage for the IPv4 address space that you are requesting

Network	Subnet Size	Max	Now	3 Months	6 Months	Description
Example 200.22.22.0	255.255.255.0	254	128	150	230	Campus Network

If you are providing webhosting services, please indicate in section above the IP addresses currently being used for this purpose and provide a list of the domains being hosted below. If IP-based hosting is being done, a list the technical reasons why name-based hosting cannot be done must be included as well.

**Additional Comments:**

**Customer Acknowledgement:**

I hereby certify that I am authorized to represent the organization named above and that all the information provided on this form is true and correct to the best of my knowledge. I understand Internet Protocol Version 4 address space is limited and users of the Internet are responsible for conserving address space and ensuring that space is utilized efficiently.

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*Signature*

---

*Print Name*

---

*Title*

*The review of IP requests sent to Conterra Networks for /27 and smaller requests will be completed in one business day. The review for larger requests may take longer.*

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Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

In consideration of the mutual covenants contained in this Addendum and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the following provisions shall apply:

- 1. Term, Pricing, Credits and Billing. The Service Term shall begin immediately following the 90-day test period referenced in Section 2 below. No payments for Services are due during such test period and invoicing shall commence immediately following such period.
- 2. 90-Day Test Period. 90-Day Test Period shall mean that period immediately following the In-Service Date, during which Customer may test such services for 90 days.
- 3. Customer Satisfaction.

If within the 90 Day Test Period, Customer determines that Conterra is unable to provide the Services to Customer's reasonable satisfaction, Customer may terminate the Service and Agreement within such period, without penalty or other liability beyond the termination date, upon written notice and if such issue(s) is(are) not corrected by Conterra to Customer's reasonable satisfaction within fifteen (15) calendar days following such notice.

- 4. Other than the addition set forth above, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail.

IN WITNESS WHEREOF, this Addendum is hereby duly executed by an authorized representative of each party hereto as of the date first above written.

**Brown County Texas**

\_\_\_\_\_  
 AUTHORIZED REP.  
 (PRINTED NAME):  
 \_\_\_\_\_  
 SIGNATURE:  
 \_\_\_\_\_  
 TITLE:  
 \_\_\_\_\_  
 DATE:  
 \_\_\_\_\_

**CONTERRA ULTRA BROADBAND, LLC**

\_\_\_\_\_  
 AUTHORIZED REP.  
 (PRINTED NAME):  
 \_\_\_\_\_  
 SIGNATURE:  
 \_\_\_\_\_  
 TITLE:  
 \_\_\_\_\_  
 DATE:  
 \_\_\_\_\_