STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
23242 O4

PAGE	ORDER DATE
1 OF 3	01/24/07
BUSINESS UNIT	BUYER
9000	TODD DLOUHY

VENDOR NUMBER: 501791

VENDOR ADDRESS:

WINDSTREAM CORPORATION
BUSINESS SALES
401 S 21ST ST
LINCOLN NE 68510-1017

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JANUARY 24, 2007 THROUGH JUNE 30, 2012

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from RFP Number 1752Z1

Contract to provide High Speed Wide Area Transport to Northeast Nebraska for the period from January 24, 2007 through June 30, 2012.

The contract shall incorporate the following previously submitted documents:
1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

CONTACT: Pam Pinkerton
PHONE: 402-437-7200
FAX: 402-437-7295

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	MPLS High Speed Network K-12 40Mbps	840	EA	1,730.0000	1,453,200.00
Original/Bid Document 1752Z1, Section 1					
2	MPLS High Speed Network K-12 with low bandwidth router	60	EA	2,200.0000	132,000.00

BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
2 OF 3	01/24/07
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9000	TODD DLOUHY

VENDOR NUMBER: 501791

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CONTRACT NUMBER
23242 O4

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Original/Bid Document 1752Z1, Section 2				
	Total Order				**1,585,200.00**

BUYER INITIALS

STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address:
http://www.das.state.ne.us/materiel/purchasing/purchasing.html

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

Revised: 08/2004

windstream communications

AGREEMENT FOR COMMUNICATION SERVICES

Contract No.

This is an Agreement between Windstream Nebraska, Inc. ('Company'), and State of Nebraska ('Customer'), dated January 24, 2007.

Company agrees to provide and Customer agrees to purchase the following Communication Services or Equipment (check as applicable) subject to the terms and conditions of this Agreement:

- ☑ Wireline
- ☐ Business Ovation
- ☐ Business Connect
- ☐ Long Distance
- ☐ Centrex
- ☐ Maintenance
- ☐ Internet
- ☐ Private Line
- ☐ Frame Relay
- ☐ VPN
- ☐ Customer Premise Equipment (CPE)

Included as part of this Agreement are the attached TERMS AND CONDITIONS and any applicable executed SERVICE SCHEDULES identifying the specific Services (which hereafter shall where applicable also refer to Equipment) purchased.

Upon the earlier of signature below, Company supplying the Service or Customer accepting the Service, the parties are bound by this Agreement in accordance with its terms.

For: State of Nebraska

By: _____ (signature)

Name: Don J. Medinger

Title: Administrator, DAS Materiel Division

Company: State of Nebraska

Address: 501 S 14th Street
Lincoln, Nebraska 68508

Number: 402-471-2401

Social Security Number, Tax ID Number or Tax Exempt Status:

_____

For: Windstream Nebraska, Inc.

By: _____ (signature)

Name: Pam Pinkerton

Title: Account Manager

Sales ID Number: 53186

VP: _____ (signature)

VP: Don Wilborne

Contact Number: 402-827-6364

Tax Exempt (attach documentation): ☐

AGREEMENT FOR COMMUNICATIONS SERVICES

TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES

Definitions
"You," "your," and "Customer" mean the person, or entity that subscribes to Communication Services or purchases or leases Equipment subject to this Agreement. This "Agreement" includes these Terms and Conditions and your Service Order. "We," "our," "us," and "Windstream" refer to Windstream Communications, Inc., its subsidiaries and affiliates, as well as any other person or entity doing business as Windstream and providing Communication Services or Equipment to you. "Communication Service(s)" or "Service(s)" refer to any services you have asked us to provide to you through this Agreement, and include any service that you are billed for by Windstream, such as wireline telecommunications services, long distance, internet access and DSL. "Equipment" means any communications equipment or accessories you purchase or lease from us or use in any manner in connection with your Services. "Service Order" means the form (whether paper or electronic) on which you apply for Services and includes certain additional Terms and Conditions for your Services. "Terms and Conditions" include the following provisions and the provisions in your Service Order that set forth the manner in which we provide Equipment and Service to you, such as the length of time you will subscribe to a Service, rate plans, access charges, fees, any applicable taxes and surcharges, choice of long distance carrier, and the Equipment you have selected. "Agency" means any agency, board or commission of the State of Nebraska. "Days" means calendar days unless specifically noted herein.

Tariffs
Your Agreement and Windstream's provision of Communications Services are subject to the provisions of any applicable federal or state tariffs. In the case of a conflict in terms between this Agreement and any applicable federal or state tariff, the terms of this Agreement shall govern to the extent allowed by law. In the case of a conflict between the terms and conditions of the Request for Proposal (RFP) and this Agreement or any applicable state or federal tariff, the terms and conditions of the RFP shall govern to the extent allowed by law.

Term

a. Fixed Term. If you subscribed for a fixed term and you terminated that Service, you remain liable for payment of all outstanding charges for all Services you used and Equipment you purchased from us prior to termination.
b. The term of this agreement shall commence on the date on which it is accepted by you and shall continue through June 30, 2012. You, at your sole option, may renew this Agreement for up to three (3) additional one (1) year periods by providing written notice of your intent to renew thirty (30) days before expiration.
c. Bundled Services. If you receive special rates in return for subscribing to multiple Services ("bundling") and you subsequently unbundle, terminate, or disconnect any of these Services at any time, then we may adjust the rates for the remaining Service(s).
d. Change in Location. A change in your service address or the location to which any Service is provided to you may constitute your termination of that Service.

Termination By Us
We may limit, interrupt or terminate a Service upon thirty (30) days notice and opportunity to cure: (a) if you do not honor any provision of these Terms and Conditions (including payment obligations), (b) if you use a Service in a manner that adversely affects Service to other customers or harasses our customers or employees, (c) if you or others use a Service to engage in fraud or unlawful conduct or are suspected of doing so, or (d) if your Service is used in a manner that is excessive or unreasonable with respect to volume or length of calls when compared to the predominant volume or length of call of other customers on a similar rate plan or in your geographic area. You may not resell any Service. Reselling, for the purposes of this agreement, will not include any contractual service with respect to services under this Agreement provided by Nebraska's Office of the Chief Information Officer (OCIO) to other governmental entities within the OCIO's statutory authority. Additionally, to the extent that the OCIO's authority to provide such contractual service to other governmental entities is challenged by a third party, OCIO solely is responsible for producing or obtaining any applicable certificates including any reseller certification from the Nebraska Public Service Commission.
We may restore such interrupted or terminated Service, in our sole discretion, following correction of the violation and payment of any amounts due, including any restoration charge we assess for restoring your Service.

Termination By You
You may terminate this agreement immediately for the following reasons without penalty:

a. If directed to do so by statute.
b. We have made an assignment for the benefits of creditors, have admitted in writing its inability to pay debts as they mature, or have ceased operating in the normal course of business.
c. A trustee or receiver of ours or any substantial part of our assets have been appointed by any court.
d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under this agreement by us, our employees, officers, directors or shareholders.
e. We have filed a voluntary petition under any of the chapters of Title 11 of the United States Code.
f. We intentionally disclose material confidential information.
g. In the event funding is no longer available. Your obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of the funds for this Agreement. Should said funds not be appropriated, you

AGREEMENT FOR COMMUNICATIONS SERVICES

may terminate this Agreement with respect to those payments for the fiscal years for which such funds are not appropriated. You will give us written notice thirty (30) days prior to the effective date of any termination by loss of appropriation. All your obligations to make payments after the termination date will cease and all your interest in related equipment or service will terminate. We shall be entitled to receive just and equitable compensation for any authorized work which had been satisfactorily completed as of the termination date. In no event shall we be paid for a loss of anticipated profit.

h. If we fail to perform a material obligation under this Agreement, you may terminate this Agreement in whole or in part. You may, by providing written notice of default to us, allow us to cure a failure or breach of this Agreement within a period of thirty (30) days. Allowing us to cure a failure or breach of contract does not waive your right to immediately terminate this Agreement for a different material breach.

Charges for Services and Equipment

a. In General. You are responsible for paying all charges applicable to your Equipment and Service, including: access charges. airtime, features, roaming, toll, long distance, and directory assistance. In addition, you are responsible for paying any taxes (unless exempt) surcharges, fees, and assessments imposed by us or a governmental authority from time to time in connection with the Services and the Equipment.

b. Reserved.

c. Internet Access Service. Internet access may be billed in full hour increments. Partial hours of use may be rounded up to the next full hour. Unused hours may not be carried over to subsequent monthly billing cycles. Access time may be measured from the time the port is seized to the time the port is released by your computer.

d. Reserved.

Billing Information Provided By You

To determine whether certain taxes, fees and surcharges are applicable to Service provided to you, we are required by federal law to obtain your street address, which must be within our service area. You represent and warrant that the address you provide us to obtain Service is correct, and you acknowledge that we are relying on this information to determine which taxes, fees or surcharges are applicable to your Service. You agree to notify us if your address changes. In the event you do not provide us with a valid address or address change; you understand and agree that you may be responsible for additional taxes, fees or surcharges for your Service.

Payments

We will bill you monthly for all charges associated with the Services, and we will invoice you for all charges associated with Equipment. Payment in full is due no later than the due date indicated on your bill. We may accept late payments, partial payments or any payments marked as being "payment in full" or as being settlement of any dispute without losing any of our rights under this Agreement. Notwithstanding the foregoing, you will pay all undisputed invoices within forty-five (45) days as per the State of Nebraska Prompt Pay Act, Neb. Rev. Stat. 81-2401 to 81-2408. The terms and conditions included in our invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon you, and no action by you, including without limitation the payment of any such invoice in whole or in part shall be construed as binding or estopping you with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by you as an amendment to this Agreement.

Internet Access Service

If you subscribe to our Internet access Service, or in any manner access the Internet through us, you agree to abide by our Acceptable Use Policy, available via a link on the Windstream web site (www.windstream.net), and by any other policies posted there. The Acceptable Use Policy generally provides that you may not use our Internet access Service to (1) engage in illegal activity, (2) violate the network policies of any network accessed through our Service or (3) engage in any activity that interferes with other Internet users' use and enjoyment of the Internet or our Service.

Personal Identifiers

We assign telephone numbers, e-mail addresses and other personal identifiers in connection with the Services. Unless we provide you advance notice, you have no proprietary right to any such identifiers, and we reserve the right to change them upon notice to you. In the event that you become entitled to transfer a personal identifier to another party to obtain any Services we provide you, we reserve the right, prior to honoring the request for transfer, to charge a fee for the transfer and to collect any money owed by you for Services or Equipment.

Services Provided by Third Parties

The Services will be provided either by us or by our third party vendors or contractors. Notwithstanding the foregoing, we are solely responsible for fulfilling this Agreement with responsibility for all services offered and products to be delivered as outlined in this Agreement and shall be the sole point of communication for issues regarding this Agreement. We shall use our best efforts to ensure that our employees, agents and subcontractors comply with any and all reasonable site rules and regulations that are provided to us in writing at least 30 days in advance of work while on your premises. We reserve the right to change or modify the source of any Services provided to you without notice.

AGREEMENT FOR COMMUNICATIONS SERVICES

Privacy and Customer Proprietary Network Information
You authorize us to monitor and record communications to us regarding your account or the Services for purposes of quality assurance. We will not give you notice of any subpoenas or court orders related to your account or use of Services unless required by law. Information in our billing and customer care systems concerning your account and your use of Services belongs to us, and you have no expectation of privacy with respect to such information to the extent permitted by law. You agree that we may release information we have about you when required to do so by law, to provide to third parties solely for the purpose of assisting us in providing any Service to you, or if we reasonably believe that an emergency involving immediate harm to a person or property requires disclosure. We may analyze your account and usage information and share this information with other Windstream entities to communicate with you regarding Equipment or Services that may become available to you. If you do not want us to provide your information to other Windstream entities for this purpose, please notify us.

Theft and Fraud
If your Service or Equipment is lost or stolen or fraudulently used, then you are responsible for all usage incurred before we receive notice from you of such loss or theft if such fraudulent use is due to your gross negligence or intentional act. You agree to cooperate in the investigation of fraud or theft and to provide us with such information and documentation as we may request (including affidavits and police reports).

LIMITATION OF LIABILITY
In the event of Windstream's material breach of this Agreement, Customer and Windstream agree that actual damages for loss of service will be calculated as the charges Customer incurs for Services or Equipment during the affected period. To the extent permitted by law, in no event shall either party's liability for special, incidental, punitive or consequential damages of any nature whatsoever arising out of or in connection with this Agreement, or commercial loss directly or indirectly caused by either party's material breach of this Agreement, exceed three (3) times the amount paid by the State under this contract. It is understood by the parties that in the State's opinion, this paragraph is unconstitutional under the Nebraska State Constitution, Article 13, Section 3, and the State may assert such unconstitutionality as a theory in litigation, despite assent to the remainder of this agreement.

DISCLAIMER OF WARRANTIES
WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES OR EQUIPMENT YOU RECEIVE FROM US, AND DISCLAIM ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING WITHOUT LIMITATION ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. WE DO NOT PROMISE UNINTERRUPTED OR ERROR FREE SERVICE. WE DO NOT MANUFACTURE ANY EQUIPMENT OR SOFTWARE THAT YOU MAY USE IN CONNECTION WITH YOUR SERVICE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH WE HAVE NO LIABILITY WHATSOEVER). WE AGREE TO IDENTIFY IN WRITING ALL THIRD-PARTY WARRANTIES THAT WE RECEIVE IN CONNECTION WITH ANY PRODUCT PROVIDED TO YOU. WE WILL HEREBY TAKE REASONABLE STEPS TO PASS THROUGH THE BENEFITS OF ALL SUCH WARANTIES, PROVIDED THAT NOTHING IN THIS SECTION SHALL REDUCE OR LIMIT OUR OBLIGATIONS UNDER THIS AGREEMENT. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized agents of the parties. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

Force Majeure
Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this Agreement. A party so affected shall promptly give notice to the other party of the Force Majeure Event. Time to perform is extended by the time of delay.

Applicable Law
Your Agreement and Windstream's provision of Services to you are subject to (a) the laws of the state of Nebraska, without regard to or application of choice of law rules or principles, and (b) any applicable federal or state laws. In the event of an inconsistency between any governmental requirement and this Agreement regarding the provision of a Service that is subject to the governmental requirement, the provisions of the governmental requirement will apply to the extent necessary to avoid the inconsistency. Both parties hereby consent to the exclusive jurisdiction of Nebraska courts, and expressly waive any objections or defense based upon lack of personal jurisdiction or venue.

Assignment
Neither party may assign this Agreement without the other party's written consent, which consent shall not be unreasonably withheld, conditioned or delayed and there shall be no charge to your for any assignment hereunder.

AGREEMENT FOR COMMUNICATIONS SERVICES

No Waiver; Severability
If a party does not enforce any right available to it under this Agreement, that failure is not a waiver. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in force, but such term or provision shall be deemed modified in a writing signed by both parties to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the parties set forth in the remainder of this Agreement. A party's waiver of any breach by the other party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or different kind.

Compliance With Civil Rights and Equal Opportunity Employment
We shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights law and equal opportunity employment. Neither we nor any of our subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges employment, because of his or her race, color, religion, sex, disability or national origin.

Drug Free Workplace
We certify that we maintain a drug free workplace environment to ensure worker safety and workplace integrity. We agree to provide you a copy of our drug free workplace policy at any time upon request.

Nebraska Technology Access Standards
We shall review the Nebraska Technology Access Standards found at http://www.nitc.state.ne.us/standards/accesibility and ensure that products and/or services procured under this Agreement comply with the applicable standards. In the event such standards change during our performance, you may create a change order to this Agreement to request that we comply with the changed standard at a cost mutually agreed by the parties. If you choose not to create a change order, you agree that the products and services provided under this Agreement will comply with the applicable standards as of the effective date of this Agreement.

Advertising
Both parties agree not to refer to the Agreement in commercial advertising, news releases, or public statements without the prior written approval of the other party.

THIRD PARTIES
This Agreement is for the benefit of you and us only, and not any third party.

Entire Agreement
The terms and conditions of the RFP and this Agreement, including its Terms and Conditions and your Service Order and any applicable tariff, represent the entire Agreement between you and us for this subject matter, which may only be amended as described above. The terms and conditions of the RFP and this Agreement supersede any inconsistent or additional statements or promises made to you by any of our employees or agents. The terms and conditions included in our invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon you, and no action by you including without limitation the payment of any such invoice in whole or in part, shall be construed as binding upon you with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by you as an amendment to this Agreement.

Workers' Compensation Insurance
If we have employees involved in the carrying out of on-site services under this Agreement, we shall certify that we have obtained a policy providing workers' compensation coverage for our employees and shall provide you with proof of such coverage. If we subcontract a portion of the work involved in this Agreement and have obtained approval of such subcontract, we shall ensure that the subcontractor has obtained workers' compensation insurance and will file proof of such insurance with you. We shall not commence work under this Agreement until we have obtained all the workers' compensation insurance.

windstream

Attachment to Agreement for Communication Service

Service Schedule: Wireline

Company Name: State of Nebraska
Contact Number: 402-471-1428

Contract No.: 23269 O4
Date: 1/24/2007

Wireline Services (check all that applies):

1. Local Phone ☑ Centrex ☐ Business Ovation* ☐ CPE Business Connect Bundle** ☐

   Term: 1 Year - January 24, 2007 through June 30, 2008

2. TAMCO Financing ☐
3. Customer Premise Equipment (CPE): Purchased ☐ Rented ☐ Customer Owned ☐

   Equipment Serial Number: _____

4. Business Protect: Maintenance, Monitoring & Service Plans ☐
5. Bundle Service Elements (check all that applies):

Bundle Elements	Qty of Lines	Local Features	Internet/Data	
☐ Local		☐ 500 Minutes	☐ Full T-1	☐ 512k
☐ PRI		☐ 1000 Minutes	☐ 1024k	☐ 256k
☐ BRI		☐ 2000 Minutes	☐ 768k	☐ 128k
☐ PBX		☐	☐ 1.5M Broadband w/Static	
☐ Key		☐	☐ 3M/384k Broadband w/Static	
☐ DCS			☐ 3M/768k Broadband w/Static	
☐ Other:			☐ Other Internet/Data =	
☐ Other:			☐ Other Internet/Data =	

*Elements of Business Ovation Bundle (CLEC Only): Local, Long Distance, and Dedicated Access
**Required Elements of CPE Business Connect Bundle (ILEC Only): Customer Premise Equipment, Maintenance, Monitoring, & Service Plan, Local Service, and Internet/DSL/Data

Optional Services: Long Distance Package, and Conferencing
Note: Business Ovation Equipment: If customer will utilize the internal router associated with Windstream owned ADIT600, the Windstream ADIT600 will be removed when a customer disconnects.

Item Description	Quantity	Monthly Rate	Monthly Total	Non-Recurring Charge	Total
Original/Bid Document 17522 Sections 7 & 8					
High Speed Wide Area Transport Kearney to Lincoln recurring (40 Mb Service)	1	$5,600.00			
High Speed Wide Area Transport Kearney to Lincoln non-recurring	1			$125.00	
High Speed Wide Area Transport Scottsbluff to Lincoln (20 Mb)	1	$2,120.00			
High Speed Wide Area Transport Scottsbluff to Lincoln (30 Mb)	1	$2,370.00			
High Speed Wide Area Transport Scottsbluff to Lincoln (40 Mb)	1	$2,620.00			
High Speed Wide Area Transport Scottsbluff to Lincoln non-recurring	1			$125.00	

Customer Initials: _____

Date: _____

Version 02.00.0.0

windstream

Attachment to Agreement for Communication Service

Service Schedule: Wireline

Company Name: State of Nebraska
Contact Number: 402-471-1428

Contract No.: 23269 04
Date: 1/24/2007

Wireline Services (check all that applies):

1. Local Phone ☑ Centrex ☐ Business Ovation* ☐ CPE Business Connect Bundle** ☐

   Term: 5 Years - January 24, 2007 through June 30, 2012

2. TAMCO Financing ☐
3. Customer Premise Equipment (CPE): Purchased ☐ Rented ☐ Customer Owned ☐

   Equipment Serial Number: _____

4. Business Protect: Maintenance, Monitoring & Service Plans ☐
5. **Bundle Service Elements** (check all that applies):

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
☐ Local		☐ 500 Minutes	☐ Full T-1	☐ 512k
☐ PRI		☐ 1000 Minutes	☐ 1024k	☐ 256k
☐ BRI		☐ 2000 Minutes	☐ 768k	☐ 128k
☐ PBX		☐	☐ 1.5M Broadband w/Static	
☐ Key		☐	☐ 3M/384k Broadband w/Static	
☐ DCS			☐ 3M/768k Broadband w/Static	
☐ Other:			☐ Other Internet/Data =	
☐ Other:			☐ Other Internet/Data =	

*Elements of Business Ovation Bundle (CLEC Only): Local, Long Distance, and Dedicated Access
**Required Elements of CPE Business Connect Bundle (ILEC Only): Customer Premise Equipment, Maintenance, Monitoring, & Service Plan, Local Service, and Internet/DSL/Data

Optional Services: Long Distance Package, and Conferencing
Note: Business Ovation Equipment: If customer will utilize the internal router associated with Windstream owned ADIT600, the Windstream ADIT600 will be removed when a customer disconnects.

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Original/Bid Document 175221 Section 1					
High Speed Network K-12 40 Mbps		$1,730.00			
Original/Bid Document 175221 Section 2					
High Speed Network K-12 with low bandwidth router		$2,200.00			
Each individual school has the option of					
High Speed Network with or without					
the low bandwidth router.					

Customer Initials: _____

Date: _____

Version: 02.00.0.0