



FTTB Service Contract

Company Address 102 N STEPHENS ST
QUITMAN, TEXAS 75783
United States

Created Date 2/19/2025
Expiration Date 3/31/2025
Quote Number 00002758

Prepared By Joey Hamm
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Contact Name Kent Cooper
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Bill To Name Titus County Texas
Bill To 100 West 1st Street
Mount Pleasant, TX 75455
United States

Service Name Titus County Texas
Service Address 1708 Industrial Road
Mount Pleasant, TX 75455
United States

EXHIBIT A --- Quoted Line Items

Product	Product Description	Quantity	Sales Price	Discount (Percentage)	Total Cost
1x1 Gbps - CLEC	CF0001 - Fiber Internet 1x1 Gbps	1.00	\$154.95		\$154.95
Fiber Construction	FI9999 - Construction	1.00	\$5,000.00	100.00%	\$0.00

Total Cost

Total Non-Recurring Charges (NRC) \$0.00
Total Monthly Recurring Cost (MRC) \$154.95

*Sales Tax (if applicable) is **NOT** included.

Terms and Descriptions of Service

Contract Term 24 Months
Description Fiber Construction to AgriLife Extension Office Building - Approx. lead time on construction is 4 weeks.
Will coordinate installation with Seth Bryan at Bryan IT

Extended Account Details

Account Information

Billing Address: 100 W. 1st Street
City/State/Zip: Mount Pleasant, TX 75455

Additional Customer Information

Contact Name: Linda Marshall
Contact Email Address: lmarshall@co.titus.tx.us
Phone: (903) 572-8101
Alternate Number: (903) 577-6791
SS#/Tax ID: 756001180
Driver's License Number: N/A
DOB: N/A

Must provide the answer to **one** of the following security questions. This will be used to verify your identify when making changes to your account:



- Grandfather's first name? _____
- Grandmother's maiden name? _____
- Color of first car? _____
- First employer? _____
- Name of first pet? _____
- Favorite movie? _____
- Favorite number? _____
- High school mascot? hornet

WiFi Connect

WiFi Connect Protection Plans: (Initial/Choose one)

_____ \$7.99 per month - Enhanced WiFi Connect Includes: Router, Wi-Fi Connect App, ProtectIQ Virus/Threat Scanning, Equipment Protection, Wire Maintenance/Telepole Protection (Equipment Pro+).

_____ \$5.99 per month - Standard WiFi Connect Includes: Router, Wi-Fi Connect App, ProtectIQ Virus/Threat Scanning, Equipment Protection.

X I decline the WiFi Connect option. I understand by declining this option, I will be responsible for providing my own router.

Terms of Service

Terms Acknowledgment

I grant Peoples the right-of-way easement to construct, operate and maintain services at the address listed in this application. I understand that Standard Installation will place both the Optical Network Terminal (ONT) and router in the same room. If I request a non-standard installation I will incur installation fees of \$125.00 per hour. Any additional wiring, outside of the standard installation, will not be covered by Wire Maintenance and on-site troubleshooting/repair will be at service call fees of \$125.00 per hour. I also understand that the Standard Installation includes a construction credit of up to \$350. Anything outside the Standard Installation will incur charges.

I UNDERSTAND AND AGREE THAT IF I TERMINATE PRIOR TO THE END OF THE CONTRACT PERIOD, I WILL RETURN ALL EQUIPMENT PROVIDED BY PEOPLES AND PAY AN EARLY TERMINATION FEE OF \$500.00. I AGREE THAT IF PEOPLES EQUIPMENT IS NOT RETURNED IN GOOD WORKING CONDITION WITHIN TEN DAYS OF DISCONNECTION, A FEE OF UP TO \$500.00 WILL BE CHARGED TO MY ACCOUNT AND MY DEPOSIT MAY BE FORFEITED. I agree that Peoples is authorized to charge the termination fee, as well as any other monthly fees or other charges, to my account and/or my credit card or bank account on file unless I have made other payment arrangements. Peoples reserves any legal rights and remedies it may have to ensure performance under this agreement. I understand Peoples may terminate my service if I violate this agreement or Internet Terms of Use Agreement, available at www.peoplescom.net or upon request, and I agree to pay the termination fee as described above.

This agreement will be governed by the laws of the state of Texas and I consent to the exclusive jurisdiction and venue of courts of Wood County, Texas for all disputes arising out of or in relation to this agreement. You may have additional consumer rights under local laws that this contract cannot change.

I accept Peoples service "as is," "with all faults" and "as available." Peoples makes no express warranties or guarantees about Peoples service. To the extent permitted by law, Peoples disclaims implied warranties that Peoples services are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. Peoples does not guarantee that Peoples service will meet certain requirements, is error-free, or without interruption and available at all times. No oral or written information or advice given by a Peoples representative shall create a warranty.

YOUR SOLE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF PEOPLES SERVICES. IN NO EVENT SHALL OUR LIABILITY, OR THE LIABILITY OF OUR PARENT AND/OR SUPPLIERS FOR ANY AND ALL CLAIMS RELATING TO THE USE OF PEOPLES SERVICES EXCEED THE TOTAL AMOUNT OF SERVICE FEES THAT YOU PAID DURING A ONE-YEAR PERIOD FOR THE SPECIFIC SERVICE AT ISSUE. WE, OUR PARENT, AND OUR SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON PEOPLES SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES.



Upon a request by Peoples, I agree to defend, indemnify, and hold harmless Peoples and other affiliated companies, and its respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from my use or misuse of Peoples Services. Peoples reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with Peoples in asserting any available defenses. This agreement and any supplemental terms, policies, rules and guidelines posted on the Peoples website constitute the entire agreement between you and Peoples and supersede all previous written or oral agreements. If any part of this agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Peoples may perform a credit check and/or require a deposit before installation/activation of service.

By accepting below, I warrant I am at least 18 years of age and all information supplied is accurate. I warrant and agree that I have actual authority to enter into this agreement on behalf of the entity named within. As more fully explained above, I agree to pay the termination fee if I end my Peoples Service subscription before the end of the period associated with my contract term. I have read and agree to the Terms and Conditions of this agreement.

Equipment Protection Terms and Conditions

Equipment protection plans safeguard you against expensive equipment replacement costs and service call fees.

Benefits:

- FREE equipment replacement*
- FREE Service Calls

Covers:

- Lightning Damage
- Defective modem
- Defective equipment

Terms:

- *Equipment must have been provided/sold by Peoples.
- Does not cover damage due to negligence or abuse.
- Service interruption caused by moving connection, adding equipment to network or by other customer actions will be subject to customary service call fees at the rate of \$125.

If you subscribe to Voice Services, initial that you have read the following disclosure.

EMERGENCY 911 SERVICES

1. ACKNOWLEDGEMENT AND WARNING LABELS. CUSTOMER ACKNOWLEDGES THAT PROVIDER'S EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. CUSTOMER AGREES TO NOTIFY ALL POTENTIAL USERS WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES OF THE 911 LIMITATIONS DESCRIBED HEREIN. PRIOR TO THE INITIATION OF SERVICE, PROVIDER WILL PROVIDE CUSTOMER WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING. CUSTOMER AGREES TO PLACE SUCH LABEL ON OR NEAR EACH TELEPHONE OR OTHER CUSTOMER-PREMISES OR USER-PREMISES EQUIPMENT ON WHICH THE SERVICES MAY BE USED. CUSTOMER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT PROVIDER HAS ADVISED CUSTOMER OF THE CIRCUMSTANCES UNDER WHICH E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. FOR COMMERCIAL LOCATIONS, PROVIDER WILL PROVIDE CUSTOMER WITH ADVISORY NOTICES REGARDING 911 EMERGENCY DIALING AND REQUEST ACKNOWLEDGMENTS FROM CUSTOMER. CUSTOMER WILL PROVIDE SUCH ADVISORY NOTICES TO ITS USERS. CUSTOMER WILL PROVIDE SIMILAR ACKNOWLEDGEMENTS FROM ITS USERS UPON REQUEST BY PROVIDER. PROVIDER ADVISES CUSTOMER AND USERS TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

2. UNAVAILABILITY. CUSTOMER ACKNOWLEDGES THAT THE SERVICES, INCLUDING WITHOUT LIMITATION E911 SERVICE, WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER AND/OR AN INTERRUPTION OF CUSTOMER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.

3. E911 SERVICE LOCATION. E911 SERVICE IS TIED TO THE CUSTOMER'S REGISTERED SERVICE LOCATION ASSOCIATED WITH THE ASSIGNED PHONE NUMBER; CUSTOMER ACKNOWLEDGES THAT PROVIDER'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE REGISTERED SERVICE LOCATION ASSOCIATED WITH THE ASSIGNED PHONE NUMBER PROVIDED TO PROVIDER BY CUSTOMER. IN THE EVENT THAT THE REGISTERED SERVICE LOCATION ASSOCIATED WITH THE ASSIGNED PHONE NUMBER IS INCORRECT, IS OUTDATED, OR IS NOT COMPLETE, A 911 CALL MAY BE ROUTED INCORRECTLY. TO UPDATE CUSTOMER'S REGISTERED SERVICE LOCATION CONTACT PEOPLES BY PHONE AT 903.763.2214 OR BY EMAIL AT CUSTOMERSERVICE@GOPEOPLES.NET.

4. E911 LIMITATION OF LIABILITY AND INDEMNITY. CUSTOMER AGREES THAT PROVIDER WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING A PROVIDER SERVICE OR TO ACCESS OR REACH AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS OWNERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER OR A USER IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO 911 DIALING OR THE INABILITY TO ACCESS OR REACH EMERGENCY 911 SERVICES.

I acknowledge that Peoples has provided me with stickers to place at my devices that notify my users that E911 service may be limited or not available and that I have read and understand the preceding disclaimer regarding emergency services.



FTTB Service Contract

_____ Initials

Customer Acceptance

CUSTOMER SIGNATURE

[Handwritten Signature]

DATE

Feb 26, 2025