



|                         |                  |                            |                     |
|-------------------------|------------------|----------------------------|---------------------|
| <b>Cox Account Rep:</b> | Victoria Zrebiec | <b>Cox System Address:</b> |                     |
| <b>Phone Number:</b>    | 702-545-1889     |                            | 1700 Vegas Dr       |
| <b>Fax Number:</b>      |                  |                            | Las Vegas, NV 89106 |

| Customer Information    |   | Authorized Customer Representative Information |                            |
|-------------------------|---|--|----------------------------|
| <b>Legal Company</b>    | Clark County Water Reclamation District | <b>Full Name:</b>                              | Bill Morris                |
| <b>Street Address:</b>  | 5857 E Flamingo Rd                      | <b>Billing Contact:</b>                        | Laura Bonesteel            |
| <b>City/State/Zip:</b>  | Las Vegas, NV 89122                     | <b>Fax:</b>                                    |                            |
| <b>Billing Address:</b> | Same as above                           | <b>Contact Number:</b>                         | 702-668-8003               |
| <b>City/State/Zip:</b>  |   | <b>Email Address:</b>                          | wmorris@cleanwaterteam.com |
| <b>Cox Account #:</b>   | 089691801                               |  |                            |

**Taxes and Fees Not Included**

| Service Description           | Quantity | Unit Price | Term (Months) | Service Charges   |                                  |
|-------------------------------|----------|------------|---------------|-------------------|----------------------------------|
|                               |          |            |               | Monthly Recurring | One Time Activation & Setup Fees |
| Please see attached Exhibit C |          |            |               |                   |                                  |
| <b>Totals:</b>                |          |            |               |                   |                                  |

**Special Conditions**

Notwithstanding anything to the contrary set forth in Sec. 2, AFTER THE INITIAL TERM EXPIRES, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS OR AS OTHERWISE AGREED TO IN WRITING (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM.

Attached hereto and incorporated herein are **Exhibit A** - Service Terms, **Exhibit B** - General Terms Amendments, and **Exhibit C** - Services Purchased. Notwithstanding anything to the contrary in this Agreement, the Parties agree that Customer, as a political subdivision of the State of Nevada and under the provisions of NRS 372.325, is exempt from payment of sales and use tax.

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (as revised by Exhibit B ("Revisions to <http://www.coxbusiness.com/generalterms>")) (collectively, the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 1 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

|  |   |
|--|---|
| <b>Clark County Water Reclamation District</b> | <b>Cox Nevada Telcom, LLC; Cox Communications Las Vegas, Inc.</b> |
| Signature:                                     | Signature:  |
| Print: THOMAS A. MINWEGEN                      | Print:  |
| Title Position: General Manager                | Title Position:   |
| Date:  | Date:   |

APPROVED AS TO LEGALITY ONLY:

By:   
DAVID J. STOFT  
General Counsel

**1. E911 Services** FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

**2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred but only if the installation was not unreasonably delayed by Cox. This provision survives termination of the Agreement.

**4. Payment** Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, within 30 days of receipt of proper invoice. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. T. No interest will be paid on deposits unless required by law.

**5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain

Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term, Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

**6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

**8. WARRANTIES** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**9. Public Performance** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

**Exhibit B**  
**General Terms Amendments**

REVISIONS TO <http://www.coxbusiness.com/generalterms>

The terms and conditions set forth at <http://www.coxbusiness.com/generalterms> are hereby revised as follows (<http://www.coxbusiness.com/generalterms> and these revisions are collectively defined herein as the "General Terms"):

1. Section A1. Billing and Payments, Clause (a) Payment is hereby amended and restated by deleting it in its entirety and replacing with the following new clause (a):

"(a) Payment. Customer shall pay Cox all monthly recurring charges ("MRCs"), all usage charges for Services, and all non-recurring charges ("NRCs"), if any, by the due date on the invoice which shall be at least thirty (30) days from Customer's receipt of the proper invoice. No interest will be paid on deposits unless required by law. If Cox permits Customer to pay any amount due via separate installment payments, Customer acknowledges that such installment payments are provided as a courtesy only and Customer remains liable for the full amount due.

If Customer provides Cox with any account information, such as its bank account and routing numbers or credit or debit card details, Cox may store that information and use it to administer Customer's account, confirm charges, detect and prevent fraud, verify identity, and process payments to Customer's account that Customer requests in the future by telephone, mobile app, internet, or otherwise. Additionally, Cox may, without prior notice to Customer, use Customer's stored account information to initiate credit or debit entries to its account as necessary to correct any mistakes or amendments in billing, payments, or collection."

2. Section A1. Billing and Payments, Clause (c) Billing Disputes is hereby amended and restated by deleting it in its entirety and replacing with the following new clause (c):

"(c) Billing Disputes. Amounts reasonably disputed by Customer in good faith shall not be due and payable for a period of thirty (30) days following the invoice due date ("Due Date") for such charges, provided Customer: (i) pays all undisputed charges on or before the Due Date, (ii) presents a written statement of any billing discrepancies to Cox in reasonable detail together with appropriate supporting documentation on or before the Due Date of the invoice in question, and (iii) negotiates in good faith with Cox for the purpose of resolving such dispute within said thirty (30) day period. In the event such dispute is mutually agreed upon and resolved in favor of Cox, Customer agrees to pay Cox the disputed amounts within thirty (30) days of the resolution (the "Alternate Due Date"). If such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges, if any were paid by Customer, on the following month's invoice. If Cox has responded to Customer's dispute in writing and the parties fail to mutually resolve or settle the dispute within such thirty (30) day period (unless Cox has agreed in writing to extend such period), all disputed amounts shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this Agreement. Cox shall not be obligated to consider any notices of billing discrepancies from Customer

which are received by Cox more than thirty (30) days following the Due Date of the invoice in question. Cox reserves the right to invoice and collect any amounts that it failed to bill or collect in previous invoices at any time.”

3. Section A2 Service Start Date and Term is hereby amended and restated by deleting the last sentence of the final paragraph which reads. ‘Customer is subject to credit approval and Customer authorizes Cox to check credit.”

4. Section A4. Default is hereby amended and restated by deleting it in its entirety and replacing with the following new Section A.4:

“A4. Default. If either Cox or Customer (each a “Party”) fails to perform any material term, provision, covenant, condition, agreement, or obligation under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party, such Party shall be deemed in “Default” under this Agreement. In this event, the non-Defaulting Party shall be entitled to pursue any and all remedies available at law or in equity but subject to the limitations contained in this Agreement. If any non- monetary Default cannot be cured within the applicable cure period set forth above, an event of Default does not occur if the Defaulting Party commences to cure the Default within the applicable cure period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the Default notice. Notwithstanding the foregoing, if Customer is in Default during the Term of this Agreement, then Cox may pursue one or more of the following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate Service whereupon all sums then due and payable, including any applicable termination fees, shall become immediately due and payable, or (ii) suspend all or any part of Services, in addition to pursuing any and all remedies, available at law or in equity. If Customer is in Default for failing to pay any amount due, Customer shall also be liable for late fees (subject to state law and regulations), door collection fees, bank fees and any other applicable fees, charges or payments (collectively, “Collection Fees”). Any balance amount that remains delinquent may be referred to a third party for collections. In the event arbitration or suit, as the case may be, is brought or any attorney is retained by Cox to collect any payments which are past due hereunder and/or to enforce any provision of the Agreement and Cox prevails, Cox shall be entitled to recover, in addition to any other remedy, reimbursement for Collection Fees, litigation and arbitration costs, expert witness fees, and court costs incurred in connection therewith, in addition to all other relief a court may award.”

5. Section A5. Customer Responsibilities is hereby amended and restated by adding the following sentence to the end of the Section:

“Cox acknowledges that Customer is a governmental agency subject to the Chapter 239 of Nevada Public Records Laws and that any legally required disclosure of information under the Act shall not constitute a breach of any provision of this Agreement provided that Customer shall, unless legally prohibited, provide Cox with reasonable prior written notice sufficient to permit Cox with an opportunity to contest such disclosure.”

6. A13. Privacy Policy is hereby amended and restated by deleting the last sentence of the first paragraph which reads, “Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from any claims, including without limitation, claims from Customer’s end users, or any regulatory agency or person, that arise, in whole or in part, from Customer’s collection, use or disclosure of its end users’

personal information in breach of this Agreement or in violation of applicable privacy laws” and is hereby replaced with the following new sentence:

“Unless legally prohibited from doing so as a governmental agency subject to the laws of the State of Nevada, Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from any claims, including without limitation, claims from Customer’s end users, or any regulatory agency or person, that arise, in whole or in part, from Customer’s collection, use or disclosure of its end users’ personal information in breach of this Agreement or in violation of applicable privacy laws.”

7. A19. Indemnity is hereby amended and restated by deleting the entire provision and replacing with the following new A.19. Indemnity provision:

“A19. Indemnity. Unless legally prohibited from doing so as a governmental agency subject to the laws of the State of Nevada, Customer shall indemnify, defend and hold Cox and its parent companies, subsidiaries, Affiliates, and Cox suppliers, contractors, distributors, licensors and business partners, as well as the officers, directors, employees, agents and representatives of each of these (each a “Cox Related Party”, and collectively, the “Cox Related Parties”) harmless from and against any claim, actions, or demands relating to or arising out of (a) any breach or alleged breach of this Agreement by Customer or any end users of the Services, or (b) Customer’s use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or any end users of the Services, (ii) any claim that Customer’s content or registration and maintenance of Customer’s selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees, agents or any end users using the Services; and/or (iv) violation of the Cox AUP by Customer, its employees, agents or any end users of the Services.

8. A20. Limitation of Liability/Disclaimer of Warranties is hereby amended and restated by deleting the third paragraph in its entirety and replacing with the following new paragraph:

“COX’S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE LESSER OF (I) THE FEES PAID OR OWED BY CUSTOMER UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM ARISES OR (II) ANY OTHER APPLICABLE LIMITATION ON COX’S LIABILITY. CUSTOMER AGREES THAT, UNDER ALL OF THE CIRCUMSTANCES, THE TWELVE (12) MONTHS’ FEES LIMITATION ON COX’S LIABILITY IS FAIR AND REASONABLE.”

9. A21. Protected Health Information is hereby amended and restated by deleting the last sentence of the first paragraph which reads, “Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from any third party claims, including without limitation, claims from Customer’s patients or end users, or the Department of Health and Human Services, or any other regulatory agency or person, that arise, in whole or in part, from Customer’s use of Cox Services in violation of the HIPAA regulations” and is hereby replaced with the following new sentence:

Unless legally prohibited from doing so as a governmental agency subject to the laws of the State of Nevada, Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from any third party claims, including without limitation, claims from Customer’s patients or end users, or the

Department of Health and Human Services, or any other regulatory agency or person, that arise, in whole or in part, from Customer's use of Cox Services in violation of the HIPAA regulations.

10. A32. Dispute Resolution; Mandatory Binding Arbitration; Jury Trial Waiver; Class Action Waiver (The "Dispute Resolution Provision") is hereby amended and restated by deleting clause (D) Restrictions in its entirety and replacing with the following new clause (D) Restrictions:

"(D). Restrictions. CUSTOMER MUST CONTACT COX WITHIN ONE (1) YEAR OF THE DATE OF BECOMING AWARE (OR THE DATE CUSTOMER SHOULD HAVE BECOME AWARE) OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH CUSTOMER MUST CONTACT COX WITHIN THIRTY (30) DAYS AS PROVIDED IN SECTION A1 OF THE GENERAL TERMS), OR CUSTOMER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE."

11. C13. Call Recording is hereby amended and restated by deleting the second to last sentence of the section which reads, "Customer shall indemnify, defend and hold harmless Cox, its Affiliates, employees, directors and shareholders and the Cox related Parties from any and all claims arising from tor related to recording made using the Services, and Cox provide Equipment or any third party services or equipment" and is hereby replaced with the following new sentence:

"Unless legally prohibited from doing so as a governmental agency subject to the laws of the State of Nevada, Customer shall indemnify, defend and hold harmless Cox, its Affiliates, employees, directors and shareholders and the Cox related Parties from any and all claims arising from tor related to recording made using the Services, and Cox provide Equipment or any third party services or equipment."

12. D.1. Video Service is hereby amended and restated by deleting the last sentence of the fifth paragraph which reads, "Further, Customer's indemnity obligations under the Agreement shall include the obligation to indemnify and defend Cox for any actual or alleged claims of contributory or vicarious infringement through the use of the Services and DVR Equipment provided by Cox to Customer" and is hereby replaced with the following new sentence:

"Unless legally prohibited from doing so as a governmental agency subject to the laws of the State of Nevada, Customer's indemnity obligations under the Agreement shall include the obligation to indemnify and defend Cox for any actual or alleged claims of contributory or vicarious infringement through the use of the Services and DVR Equipment provided by Cox to Customer."

13. D.3. Premium Channels is hereby amended and restated by deleting the sentence in this section which reads, "Customer's indemnity obligation under the Agreement shall include the obligation to indemnify and defend Cox for any actual or alleged claims of contributory or vicarious infringement through the use of the Premium Channels provided by Cox to Customer" and is hereby replaced with the following new sentence:

"Unless legally prohibited from doing so as a governmental agency subject to the laws of the State of Nevada, Customer's indemnity obligation under the Agreement shall include the obligation to indemnify and defend Cox for any actual or alleged claims of contributory or vicarious infringement through the use of the Premium Channels provided by Cox to Customer."

14. E. Terms and Conditions Applicable to Other Services. The Parties agree that Section E of the Cox Business General Terms shall not apply to this Agreement. The terms and conditions set forth in Section E pertain to services that are not being provided under this Agreement and are therefore inapplicable.

15. If services that are currently not being offered become applicable, it is expressly understood that revisions related to the indemnity provisions already adopted by Cox in other sections shall apply. Additionally, Customer reserves the right to request revisions to objectionable provisions for such services.

**EXHIBIT C**

**SERVICES PURCHASED**

| Service Address  | Billing ID    | Services Name                    | MRC        | Service City   |
|--|---------------|----------------------------------|------------|----------------|
| 2630 US HWY 95 INDIAN SPRINGS NV 89018<br>United States    | 476-149834001 | Internet Access Change           | \$1,008.70 | INDIAN SPRINGS |
| 5857 E Flamingo-Diverse                                    | 476-089691801 | 10g Wave                         | \$1,020.00 | LAS VEGAS      |
| 5857 E Flamingo  | 476-089691801 | 10g Wave                         | \$1,020.00 | LAS VEGAS      |
| 4085 S Tomsik St-diverse                                   | 476-129819001 | 10g Wave                         | \$1,020.00 | LAS VEGAS      |
| 4085 S Tomsik St   | 476-129819001 | 10g Wave                         | \$1,020.00 | LAS VEGAS      |
| 4085 S TOMSIK ST LAS VEGAS NV 89147 United<br>States       | 476-129819001 | Internet Access Change           | \$3,312.50 | LAS VEGAS      |
| 450 BRUCE WOODBURY DR LAUGHLIN NV 89029<br>United States   | 476-149834101 | Internet Access Change           | \$628.32   | LAUGHLIN       |
| 5857 E FLAMINGO RD LAS VEGAS NV 89122<br>United States     | 476-89691801  | CBI Modem                        | \$7.00     | LAS VEGAS      |
|  | 476-89691801  | CBI 100 Mbps x 20<br>Mbps        | \$99.00    | LAS VEGAS      |
|  | 476-89691801  | Static IP Address                | \$15.00    | LAS VEGAS      |
| 5857 E FLAMINGO RD LAS VEGAS NV 89122<br>United States     | 476-89691801  | Cox Optical Internet 10<br>Gbps  | \$2,422.00 | LAS VEGAS      |
|  | 476-89691801  | Cox Optical Internet<br>500 Mbps | \$1,175.00 | LAS VEGAS      |
| 1800 W CHARLESTON BLVD LAS VEGAS NV 89102<br>United States | 476-132636601 | Metro E-5Mb UNI<br>Interstate    | \$175.00   | LAS VEGAS      |
|  | 476-132636601 | Metro E-5Mb UNI<br>Interstate    | \$175.00   | LAS VEGAS      |
| 4085 S TOMSIK ST LAS VEGAS NV 89147 United<br>States       | 476-129819001 | Metro E-1Gb UNI<br>Interstate    | \$930.00   | LAS VEGAS      |
|  | 476-129819001 | Metro E-10Mb UNI<br>Interstate   | \$200.00   | LAS VEGAS      |
| 5857 E FLAMINGO RD LAS VEGAS NV 89122<br>United States     | 476-89691801  | Metro E-1Gb UNI<br>Interstate    | \$930.00   | LAS VEGAS      |
|  | 476-89691801  | Metro E-10Mb UNI<br>Interstate   | \$200.00   | LAS VEGAS      |
|  | 476-89691801  | Metro E-5Mb UNI<br>Interstate    | \$175.00   | LAS VEGAS      |
|  | 476-89691801  | Metro E-5Mb UNI<br>Interstate    | \$175.00   | LAS VEGAS      |
| 5857 E FLAMINGO RD LAS VEGAS NV 89122<br>United States     | 476-89691801  | Cox Business TV Starter          | \$25.00    | LAS VEGAS      |
|  | 476-89691801  | Business TV Essential            | \$70.00    | LAS VEGAS      |
|  | 476-89691801  | Regional Sports<br>Surcharge     | \$6.50     | LAS VEGAS      |
|  | 476-89691801  | Cox Business TV Starter          | \$5.00     | LAS VEGAS      |
|  | 476-89691801  | Business TV Essential            | \$2.50     | LAS VEGAS      |

| Service Address | Billing ID   | Services Name                | MRC    | Service City |
|-----------------|--------------|------------------------------|--------|--------------|
|                 | 476-89691801 | Business TV Contour Receiver | \$8.50 | LAS VEGAS    |
|                 | 476-89691801 | Business TV Contour Receiver | \$8.50 | LAS VEGAS    |

TOTAL

\$15,833.52