

for any such matters. Additionally, WIN will manage the Project's assets for their most efficient use, consistent with current management practices of the WIN network, including transferring title to, or allowing use by, other parties.

## **GENERAL TERMS & CONDITIONS**

**13. Term.** This Agreement shall become effective as of the date first written above and shall expire upon completion of the Project. Notwithstanding the expiration of this Agreement upon the completion of the Project, WIN will continue to provide commercially reasonable assistance to the County in responding to any subsequent audits of the Project by governmental authorities.

**14. Relationship of Parties.** Each party shall perform its duties under this Agreement, and neither party has the authority to create binding obligations or liabilities on the part of other party through the first party's actions.

**15. Warranties.** Each party represents and warrants that the entry and performance of this Agreement are within the powers of the respective party; have been duly authorized by all necessary actions; have received all necessary approvals; do not contravene any law, regulation, decree, or any contractual obligations; and will be the legal and binding obligations of the party.

**16. Successors and Assigns.**

a. **Generally.** This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and permitted assigns. Unless otherwise set forth herein, neither of the parties may assign this Agreement to any other person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

b. **Exceptions.** Notwithstanding the foregoing,

(i) Unless prohibited by the Terms and Conditions, WIN may assign this Agreement without the consent of the County to any WIN affiliate, to the surviving entity into which WIN may merge or consolidate, or to any entity to which WIN transfers all, or substantially all, of its business and assets or its stock or all or a substantial portion of its assets located within the limits of the County, provided such assignee shall assume in writing all of WIN's obligations to the County under this Agreement;

(ii) Unless prohibited by the Terms and Conditions, WIN may, at any time, transfer its ownership interest in any of the Project components to any WIN affiliate without the consent of County, provided WIN shall remain the provider of broadband services utilizing the Project unless the transferee accepts such responsibility in writing; and

(iii) WIN shall also have the right, without the consent of the County, to assign or otherwise transfer this Agreement as collateral to any lender to WIN (or lender to any successor or assign of WIN); provided that the assignee or transferee in any such circumstance shall continue to be subject to all of the provisions of this Agreement, except that any lender shall not incur any obligations under this