

90 DAY SD WAN PROOF OF CONCEPT

ADDENDUM TO AGREEMENT

THIS ADDENDUM ("Addendum") is entered into between Windstream and **LEX FAY URBAN CO GOVT** ("Customer") and amends the Service Agreement identified by Quote # 2118928 ("Agreement") between Windstream and Customer ("Parties").

The Agreement shall be deemed amended as follows:

- I. **Windstream SD-WAN Proof of Concept.** By Customer signing this Addendum, Windstream and Customer agree to a ninety (90) day Proof of Concept ("POC") for the Software Defined WAN (SD-WAN) Services set forth on the Agreement for up to two (2) locations. Pricing is reflected on the Quote. Pricing will be applied and effective on the Service installation date of each location (if applicable) and charges will bill each month of the POC. Windstream and Customer agree to the POC success criteria listed below. By day ninety (90), Customer must notify Windstream of any issues with the POC not meeting this success criteria. If Customer does not notify Windstream of such issues by day ninety (90), the POC shall be considered to have passed and Customer hereby agrees that the Agreement shall continue for the Term set forth in the Agreement to retain the Service.

Success Criteria

- Ability to set Business Rules based on network parameters (Source, Destination, IP address, Port, and VLAN) and applications (application groups or specific applications);
- Ability to dynamically steer traffic (failover and back) based on performance measurements and Business Rules (multiple access connections required); and

Should Customer experience any issues related to the success criteria listed above during this POC, Customer and Windstream agree to work in good faith toward a resolution. Customer will open a trouble ticket with the ERC as the method of notice to Windstream and upon receiving Customer's notice of such issues, Windstream will have five (5) business days to evaluate and prescribe a resolution, including a reasonable timeline to complete the prescribed resolution/repairs ("Cure Period"). If Windstream is unable to resolve any of such Windstream related POC issues within the Cure Period, Customer may terminate the POC for the SD-WAN portion of Services without early termination charges or Liquidated Damages charges as specified in the Agreement and Customer shall have the option of reverting Service back to MPLS; however, Customer will remain obligated to pay for all SD-WAN Services received through the actual termination date, and for any applicable early termination charges associated with Access Charges for any applicable broadband or 4G Wireless circuits and Services. If applicable, Customer will be responsible for returning all Windstream-provided SD-WAN edge appliance(s) ("CPE") associated with the POC, in the original packing material, within thirty (30) days from the end of the POC. If Customer fails to return such CPE to Windstream (or, at Windstream's option, to permit recovery of CPE by Windstream) in good working order, reasonable wear and tear excepted, Windstream will invoice Customer for the CPE in the amount of \$300 per VCE-510, \$700 per VCE-520, \$1,400 per VCE-540 and/or \$5,500 per VCE-840.

Proof of Concept Services shall be provided to Customer's locations at:

- **151 N MARTIN LUTHER KING BOULEVARD, LEXINGTON, KY 40507**
- **115 CISCO ROAD, LEXINGTON, KY 40504**

The Agreement noted above and this Addendum constitute the Parties' entire Agreement. Except to the extent set forth above or in any other Addendum mutually agreed by the parties, all of the terms and conditions of the Agreement remain in full force and effect and have not been amended or modified in any respect. 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.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

This Addendum is not effective until executed by an authorized representative of each party.

LEX FAY URBAN CO GOVT
(Customer)

SIGNATURE:

PRINTED NAME:

TITLE:

DATE:

Windstream
(and its affiliates)

SIGNATURE:

PRINTED NAME:

TITLE:

DATE:

Account Summary

Customer Name	LEX FAY URBAN CO GOVT
Quote #	2118928
Windstream Enterprise Representative	John Flora
Contract Term Length	60 Months
Effective Date	October 2, 2020
MMF	\$0.00

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
SD WAN	\$813.30	\$480.00
Internet Service	\$2,076.50	\$0.00
Total	\$2,889.80	\$480.00

Service Agreement Summary

This Service Agreement is subject to and controlled by the Windstream Service Terms and Conditions and the service-specific terms and conditions located at <http://www.windstreamenterprise.com/service-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. By your signature you warrant that you have read, understand and agree to the Service Agreement, Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER	WINDSTREAM
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This offer is voidable by Windstream if not signed and returned by 11/16/2020.

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
LFUCG E911 PSOC	\$1,591.71	\$240.00	\$0.00
LEXINGTON DIV OF ENHANCED 911	\$1,298.09	\$240.00	\$0.00

Location Detail

Location Name	LFUCG E911 PSOC	Account Number	435079
Location Address	151 N MARTIN LUTHER KING BLVD , LEXINGTON, KY 40507-1569	Service Order Type	Upsell

Total One-Time Charges:
\$240.00

Total Recurring Charges:
\$1,591.71

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Internet Service			\$168.31
Broadband Access - Cable	1	Included	
Internet Service			\$964.30
DEDICATED INET BANDWIDTH-100M	1	Included	
Internet Service (100.0 Mbps)	1	Included	
SD WAN			\$439.10
Equipment - VMware VCE 840 - High Availability	2	Included	
SD-WAN Management - Concierge	1	Included	
SD-WAN Service License (200Mbps)	1	Included	
ADDITIONAL 8 IP ADDRESSES	1	\$20.00	\$20.00
		Total	\$1,591.71

One-Time Charges

Product	Qty.	Unit Price	Total Price
SD WAN			
Switches	2	\$24.00	\$48.00
Uninterruptible Power Supply (UPS)	1	\$192.00	\$192.00
		Total	\$240.00

Location Detail

Location Name	LEXINGTON DIV OF ENHANCED 911	Account Number	205014424
Location Address	115 CISCO RD , LEXINGTON, KY 40504-1189	Service Order Type	Upsell

Total One-Time Charges:
\$240.00

Total Recurring Charges:
\$1,298.09

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Internet Service			\$168.31
Broadband Access - Cable	1	Included	
Internet Service			\$775.58
DEDICATED INET BANDWIDTH-100M	1	Included	
Internet Service (100.0 Mbps)	1	Included	
SD WAN			\$334.20
Equipment - VMware VCE 540 - High Availability	2	Included	
SD-WAN Management - Concierge	1	Included	
SD-WAN Service License (200Mbps)	1	Included	
ADDITIONAL 8 IP ADDRESSES	1	\$20.00	\$20.00
		Total	\$1,298.09

One-Time Charges

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SD WAN			
Switches	2	\$24.00	\$48.00
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		Total	\$240.00