

Customer Information and Contract Specifications

Customer Name: Lexington Fayette Urban Co Gov
Account Number: 2-JPHBM7
Currency: USD
Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
115 CISCO RD, LEXINGTON, KY 40504 USA	Enterprise SIP Trunking (120 call paths)	New	36	1	\$1,829.52	\$0.00	\$1,829.52	\$0.00
	- Includes 26000 LD Minutes - Flexcall. (total) Subtotal						\$1,829.52	\$0.00
115 CISCO RD, LEXINGTON, KY 40504 USA	Converged Services - Voice + Internet - 25 Mbps	New	36	1	\$587.44	\$0.00	\$587.44	\$0.00
	- Includes Standard Voice Options							
	- Includes Deluxe feature package on business lines							
	- Includes 6500 LD Minutes - Flexcall. (total)							
	- Includes Managed Adtran IAD.							
	- Service Level = 24x7x4							
	- Call Path Range = 22-30							
	Domestic LD							
	- Interstate 1+					\$0.0251		
	- Interstate 8xx					\$0.0276		
- Intrastate 1+					\$0.0450			
- Intrastate 8xx					\$0.0450			
Port - Ethernet 100Mbps				1	\$64.44	\$0.00	\$64.44	\$0.00
Site Readiness				1	\$0.00	\$0.00	\$0.00	\$0.00
- Transport = Ethernet 100Mbps								
- Standard Delivery - To the MPoE (Customer Provided)								
Transport - Ethernet 100Mbps				1	\$218.50	\$0.00	\$218.50	\$0.00
Subtotal							\$870.38	\$0.00
200 E MAIN ST, GOVERNMENT CENTER, LEXINGTON, KY 40507 USA	Enterprise SIP Trunking - Site (120 call paths)	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Service Level = 24x7x4							
	- Includes standard voice options.							
	- Managed eSBC.							
- Customer Voice Equip = Avaya Aura Comm Mgr CM/SM (SCX 6.0)								
Domestic LD								

- Interstate 1+				\$0.0251			
- Interstate 8xx				\$0.0276			
- Intrastate 1+				\$0.0450			
- Intrastate 8xx				\$0.0450			
Enterprise Shared LD			1	\$5.00	\$15.00	\$5.00	\$15.00
Individual Telephone Numbers			500	\$0.12	\$0.28	\$60.00	\$140.00
- First 100 ITNs							
- ITNs over 100							
SIP Trunking Transport			1	\$193.20	\$0.00	\$193.20	\$0.00
Subtotal						\$258.20	\$155.00
Totals						\$2,958.10	\$155.00

Terms and Conditions Governing This Order

1. This confidential Customer Order may not be disclosed to third parties and is non-binding until accepted by Level 3 as set forth in section 4.
2. Pricing is generally valid for 90 calendar days from the date indicated unless a different time period is otherwise specified herein. Prior to installation Level 3 may give written notice to Customer (which may be via e-mail) of price increases due to price changes by off-net suppliers. Customer has 2 business days following such notice to terminate this Customer Order (without liability) otherwise Customer is deemed to accept the increase. Services may be provided by Level 3 or its affiliates. If any aspect of the Services set forth herein is to be provided internationally, a Local Country Agreement may be required.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on net services shall be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3) and off-net demarcation points shall be the off-net vendor's MPOE. If this Customer Order identifies aspects of services which are procured by Customer directly from third parties, Level 3 is not liable for such services.
4. Customer places this Customer Order by signing (including electronic or digital signature) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3. The Service identified in this Customer Order shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Level 3 and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement) applicable to such Service. If Customer has not executed a Master Services Agreement with Level 3 but has executed a services agreement (including but not limited to Standard Terms and Conditions) with an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Customer Order) provided that in such cases, the current standard Level 3 Service Schedule applicable to the Services shall apply. In the event that Level 3 and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, then Level 3's standard Master Service Agreement/Service Schedule(s) (as of the date of this Customer Order) shall govern, a copy of which are available upon request. Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Level 3's written delivery of a Customer Commit Date ("CCD") (i.e. the projected installation date) or Level 3's delivery of the requested Service. Additionally, notwithstanding anything in Customer's Affiliate Agreement to the contrary, at the end of the Service Term, the Services set forth herein shall renew on a month to month basis, terminable by either party with 30 days' advanced written notice and the rates are subject to change upon 30 days' notice from Level 3.
5. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or

punitive damages arising out of the performance or failure to perform under this Customer Order. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Level 3 will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Level 3, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.

7. Charges for certain Services are subject to (a) a property tax surcharge of 4.25% and (b) a cost recovery fee of 3% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 and shall be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.level3.com/taxes.

8. Customer will pay Level 3's standard: (i) expedite charges (added to the NRC) if Customer requests a delivery date inside Level 3's standard interval duration (which will be provided by Level 3 upon request and is currently available at <https://MyLevel3.net>) and (ii) ancillary charges for additional activities, features or options as set forth in Level 3's ancillary charge summary, a copy of which is available upon request. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer for the Service and Customer shall pay such charges which will appear on Customer's first invoice following the Service Commencement Date.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Notwithstanding anything to the contrary herein, and IP VPN Services ordered hereunder are governed by the Service Schedule for Converged Services.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on the Customer's invoice by location served.

Activation Support

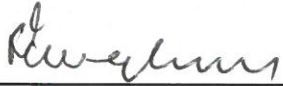
If requested by Customer, and for an additional charge assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point may be provided ("Activation Support").

Signature Block

Customer: Lexington Fayette Urban Co Gov
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Receipt of Executed Customer Order Acknowledged by Level 3:



Dwight E. Steiner
Vice President &
Asst. General Counsel

Long Distance Letter of Authorization

Customer Name: Lexington Fayette Urban Co Gov

I hereby authorize Level 3 Communications, LLC or its affiliates ("Level 3") to change my InterLATA and IntraLata Primary Exchange Carrier (PIC) for all of the services on the service order form Document No. DID-0000484852 to Level 3.

Signature Block

Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to sign this authorization on behalf of Customer.

Thank you for selecting Level 3 as your Converged Services provider.

Our goal is to provide a seamless installation of your new Converged Services product. To ensure your installation goes smoothly, one of our Order Engineering Center (OEC) engineers will contact you to schedule a technical interview to confirm your new voice and data requirements.

To simplify the assessment of requirements, we have provided a checklist for you to complete for each service location.

If you believe you might require assistance answering these questions, please invite your **Network Administrator** or **IT Consultant** for the data component and your **Phone System** vendor for the voice component of your service to attend this call.

Please have the below information ready for the interview:

Contacts:

Please provide the name, telephone number, cell phone number and e-mail for each of the following categories (include any special instructions for contacting those listed):

1. Point of contact at your company.
2. Point of contact for each location – this may be a non-technical contact such as an office manager or receptionist.
3. Point of contact for your data services.
4. Point of contact **for your voice or phone system vendor.**

For Internet and IP Addresses:

1. LAN Connectivity:

- a. If your LAN is directly connected to a Level 3 managed router/IAD with a switch (e.g. not a Layer 2 device), then please provide the following:
 - i. LAN subnet
 - ii. IP address you want assigned to the Level 3 managed router Ethernet port.
 - iii. Do you need the Level 3 managed router to perform NAT?
 - iv. Do you need the Level 3 managed router to act as your DHCP server?
 1. For DHCP Server functionality: Please provide your customer DHCP pool, primary and secondary DNS and customer domain name.

2. Public IP Addresses:

- a. If you need more than one (1) useable IP address, you will need to complete an IP Justification Request via the portal

NOTE: The IP justification Request form requires information on how your IP addresses will be used in your network.

3. LAN Port Configuration:

- a. By default, the LAN port is hard coded 100M full duplex for Bandwidths <100M. If Auto-Negotiate/Full Duplex is required it may be supported by special request.

4. Shared Web Hosting: Do you want to enable this service?

For Voice Services please provide:

1. Simultaneous Calls:

- a. What is the total number of Trunk Group Channels and/or Business Lines for each location?
NOTE: Your PBX/IP-PBX administrator may need to provide you with this information.

2. Telephone numbers:

- a. What is the total number of telephone numbers (TNs) that you are Porting/Moving?
- b. What is the total number of TNs needed for service at each location?
NOTE: your PBX/IP-PBX administrator may need to provide you with this information.

3. Trunk Groups:

- a. Please provide the trunk type that you are configuring (if any)
 - i. Digital or PRI/ISDN?
 - ii. The number of digits you require be sent to your phone system.
 - iii. If porting telephone numbers please identify which number to use as your Billing Telephone Number.

4. Business Lines:

- a. Please provide your Hunt Group arrangements, voice features and voice mailbox requirements (if lines are required)

- i. Provide the Hunt Group telephone numbers as well as the order you want them.

NOTES: Fax/modem/credit card lines should, in most cases, remain separate from the Hunt Group. It is strongly recommended any Fire Alarm or Security Alarm lines utilize a locally provided POTS line.

5. Billing Restrictions

- a. Do you want to permit or deny third party billing and/or collect calls?

6. Toll Restrictions

- a. Indicate if you want to deny any of the following
 - i. International calls.
 - ii. 01 or 011.
 - iii. 411 or Long Distance Directory Assistance (555).

7. Call Blocking

- a. Indicate if you want to block outbound calls to
 - i. 8xx
 - ii. Directory Assistance
 - iii. 9xx
 - iv. 7xx
 - v. Casual Dial

8. Outbound Caller ID

- a. Individual telephone numbers for each line will be displayed.
- b. Please provide the calling name you want displayed.
- c. You may elect to have a single number displayed from your Hunt Group.

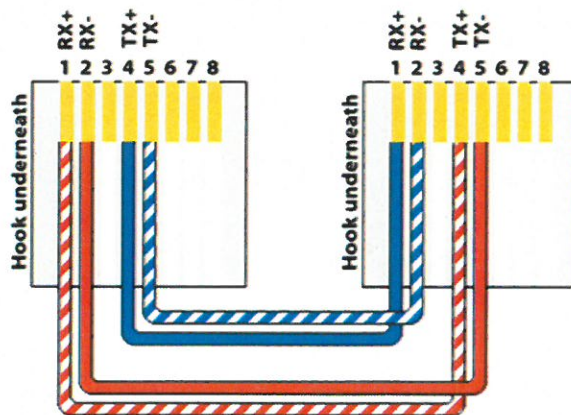
9. Account Codes:

- a. If you use Account Codes for Outbound Calling, please provide a list of those account codes and their associated names.

Cabling

Level 3 does not supply cabling between the managed CPE and the customer network. Customers are responsible for providing the appropriate cable connections (Ethernet, PRI/CAS, etc) and hardware (e.g. rack/shelf space) for the managed CPE to LAN connectivity.

- a. Customers are expected to both provide the actual LAN cable(s) and perform the physical connection from the Level 3 managed CPE to the LAN equipment.
- b. PRI/CAS connections require a T1 cross-over cable (see diagram below) for connectivity between the Level 3 managed IAD and the customer PBX.



PRI (T1/E1) CrossOver/Loopback Cable

Inside Wiring

Our customers are responsible for providing and maintaining the inside wiring facilities from Level 3's point of entry in the building to the location in customer's premises where the managed CPE is to be physically installed (within one meter). This includes any inside wiring, conduit, repeaters, equipment, core drilling between floors, or other facilities or authorizations necessary to complete the installation. If Customer requests that Level 3 install the inside wiring for Customer, or requests that Level 3 make arrangements with the ILEC to install the inside wiring for Customer, it shall pay Level 3 for such installation. If Level 3 performs repair work to the inside wiring at Customer's request, the Customer shall pay Level 3 a reasonable time and materials charge.

Demarc Requirements:

Managed solutions extend the service point of demarcation up to the local LAN side interface(s), i.e. Ethernet, PRI/CAS, analog line, on the Level 3 owned and managed CPE (router/IAD, firewall). Our customers are responsible for cabling, installation, IP address scheme, on-going management and maintenance of the customer LAN network (physically and logically) connecting up to CPE LAN-side interface(s) handoff.