



## Company Information

Customer Name	LFUCG DEPARTMENT OF PUBLIC SAFETY - Police Dept	EAN	66162218
Install Street Address	150 E MAIN ST	City, State, Zip	LEXINGTON, KY, 40507-1318
Main Telephone Number	(164) 001-7944	Market	LEXINGTON
Contact Name	Jim Gray	Proposal ID	1166265
Account Representative	Michael Sanders	Proposal Type	Upsell
Partner Name		Opportunity ID	1214070
Effective Date	6/2/2016	Term	12

Bundled Services	Total Qty	Price/Unit	Total Price
Data - 3.0M MPLS/VPN	1	\$561.00	\$561.00
<b>Total Services</b>			<b>\$561.00</b>

Features	Total Qty	Price/Unit	Total Price
<b>Total Features</b>			<b>\$0.00</b>

Miscellaneous	Total Qty	Price/Unit	Total Price
<b>Total Miscellaneous</b>			<b>\$0.00</b>

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
<b>Total Other Charges (Non-Recurring)</b>			<b>\$0.00</b>

Total Solution	Total Price
<b>Total Monthly Recurring Charges</b>	<b>\$561.00</b>
<b>Total Non-Recurring Charges</b>	<b>\$0.00</b>

## Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: _____	Signature: _____
Printed Name: Jim Gray	Printed Name: _____
Title: Mayor	Title: _____
Date: _____	Date: _____

## WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with any proposal/order, service schedule(s), and any document incorporated by reference herein, these terms ("Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

**1. Term and Renewal.** This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the last date that Services are installed (the "Term"). Upon expiration of the Term, **this Agreement will automatically renew for successive one-year terms** (each, a "Renewal Term"). If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.

**2. Charges for Services.** Charges are set forth on a proposal or assessed as Services are used by Customer (i.e., features, installation/repair, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY 30 DAYS' NOTICE AND OTHER RATES AT ANY TIME.**

**3. Installation.** Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Customer is responsible for obtaining access to Customer's premises for WIN to install Services/perform maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.

**4. Billing and Payment; Disputes.** Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.

**5. Credit and Deposits.** Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.

**6. Moves.** If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.

**7. WIN-Provided and Owned Equipment; Customer Equipment Compatibility.** Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requests Customer return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the fair market value of the equipment as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.

**8. WIN-Provided Software.** Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose. Customer may be required to provide WIN with evidence that its use of the Software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.

**9. Use of Services.** Customer and/or anyone acting through it may not resell Services or use Services for: (a) traffic aggregation; (b) its own end users and/or customers as a telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent (40%) of call attempts may be uncompleted per trunk group and/or DS0/DS0 equivalent. For violations of this Section, WIN may: w) immediately terminate Services; x) charge Customer long-distance charges and an additional price per minute; y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, z) require Customer to pay for the excessive use immediately and make a deposit.

**10. Termination.** Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and fails to cure within thirty (30) days after written notice (or after ten (10) days' notice for nonpayment). Customer's right to terminate for breach applies to the affected location and/or Services only. WIN may limit, interrupt, suspend or terminate Services IMMEDIATELY if Customer or others acting through Customer: (a) use the Services in violation of Sec. 9; (b) use the Services in a manner

that affects WIN's network or other customers, (c) use the Services fraudulently or unlawfully; d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (d) use the Services in a manner that may cause or is causing an imminent and significant operational, financial, or security risk; or, (e) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.

**11. Effect of Termination.** a. Pre-Installation - If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if WIN's costs to other providers are greater than this amount, Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b). b. Post-Installation - **IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM EXCEPT THAT IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE ("MMF"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.**

**12. Limitation of Liability; Indemnity.** FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY WIN FOR OUTAGES PURSUANT TO WIN'S THEN-EFFECTIVE CREDIT POLICY. IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. CUSTOMER INDEMNITY: CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD WIN HARMLESS IF CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.

**13. Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

**14. Force Majeure.** WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.

**15. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <http://www.windstream.com/Legal-Notices/>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.WIN.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.WIN.com/privacy.aspx>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies.

**16. Miscellaneous.** (a) Signatures and Amendments: This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, [windstream.business.support@windstream.com](mailto:windstream.business.support@windstream.com) or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at [www.windstreamonline.com](http://www.windstreamonline.com), or by calling 1-800-600-5050. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) Compliance with Laws; Applicable Law: Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) Statute of Limitations: Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) Assignment: On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance

consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership.; (g) **Third Party Beneficiaries**: No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver**: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability**: : If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival**: Sections 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes**: Handwritten changes are not binding on either party; (l) **Use of Products in U.S.** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality**: Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.

***For Managed CPE Firewall Services only:***

**Authorization to Perform Testing.** Customer grants WIN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"). Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

***For Managed Network Security Cloud Firewall only:***

WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.



**Windstream VoIP 911 Disclosure**

Windstream ("WIN") is subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP, Virtual Centrex, Allworx Reach™ Application, Virtual private branch exchange, and Dynamic IP services ("WIN VoIP Services"):

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

**Loss of 911 services due to Power failure or Internet connection failure:**

Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any internet connection failure will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non VoIP line) for elevator, alarm, and other critical functions.

**To ensure that 911 calls are properly routed:**

- **Do not move the equipment installed at your premise to another location.** Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working.
- **If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service,** you must update your service address prior to using the service from a different location by contacting WIN Customer Service at 1-855-361-7792 in order for your current location to be transmitted automatically and accurately to emergency services.
- **Always state the telephone number and address that you are calling from to the 911 operator.** The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- **Contact the WIN Business Center at 1-800-600-5050 when you plan to move your service address.** Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we have provided stickers to be placed on or near all of your telephones and devices.

**Customer Affirmation of Notification**

I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or Internet outage, in the event I fail to update my service address with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Account number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## LETTER OF AUTHORIZATION TO CHANGE LOCAL SERVICE PROVIDER

The undersigned (Local Subscriber) hereby designates Windstream Communications, LLC. (WCL) as the Local Subscriber's Agent for the purpose of changing the Local Subscriber's Local telephone service provider from to WCL.

The Local Subscriber hereby understands that only the one local telephone service provider may be selected for each of the Local Subscriber's telephone numbers listed herein. The Local Subscriber understands that, as a result of this decision to change local telephone service providers from WCL, a charge for such change may be incurred.

The authorization granted herein applies to the Local Subscriber's telephone numbers included on Attachment A.

Signature: \_\_\_\_\_

Name (Printed): Jim Gray

Title: Mayor

Company: LFUCG DEPARTMENT OF PUBLIC SAFETY - Police Dept

Address: 200 E. Main Street Room 320, Lexington, KY 40507-1310

Federal Tax ID Number: 61-0858140

Date: 06/2/2016



## LETTER OF AGENCY *to change* PREFERRED INTEREXCHANGE CARRIER

**Contract No.:** 2016051214070

**BTN:** (164) 001-7944

This letter of agency is used for the following Windstream telecommunications companies:

Windstream Communications, LLC.  
Aliant Systems, Inc. dba Windstream  
360 Long Distance Company dba Windstream/360  
KIN Network, Inc. dba Windstream

a.i.1.a. IntraLATA [ ]

a.i.1.b. InterLATA [ ]

a.i.1.c. International Exchange [ ]

The undersigned subscriber (hereafter referred to as "Subscriber") understands that only one telecommunications carrier may be designated as the Subscriber's preferred carrier for the following telecommunications services:

Signed: \_\_\_\_\_

Bill Name: Jim Gray

Title: Mayor

Company: LFUCG DEPARTMENT OF PUBLIC SAFETY - Police Dept

Address: 200 E. Main Street Room 320, Lexington, KY 40507-1310

Date: 06/2/2016

## Addendum to Customer Service Agreement

This Addendum is entered between Windstream and its affiliates ("Windstream") and LFUCG DEPARTMENT OF PUBLIC SAFETY ("Customer") Contract Number 2016051214070 and amends Customer Service Agreement ("CSA") entered between Windstream and Customer ("Parties").

## Enterprise Data Products Service Level Agreement

This Service Level Agreement ("SLA") only applies to Windstream's Enterprise Data Products, as defined herein (the "Services"), and is offered as part of networking services provided by the applicable Windstream company. The SLA does not apply to any applications or enhanced telecommunications services, local access circuits, equipment sales and related maintenance services, or any other services provided by a Windstream company or any third party provider. The SLA is effective as of the first day of the first whole calendar month after the initial installation of Services. This SLA shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer's obligations.

### 1 Description of Services

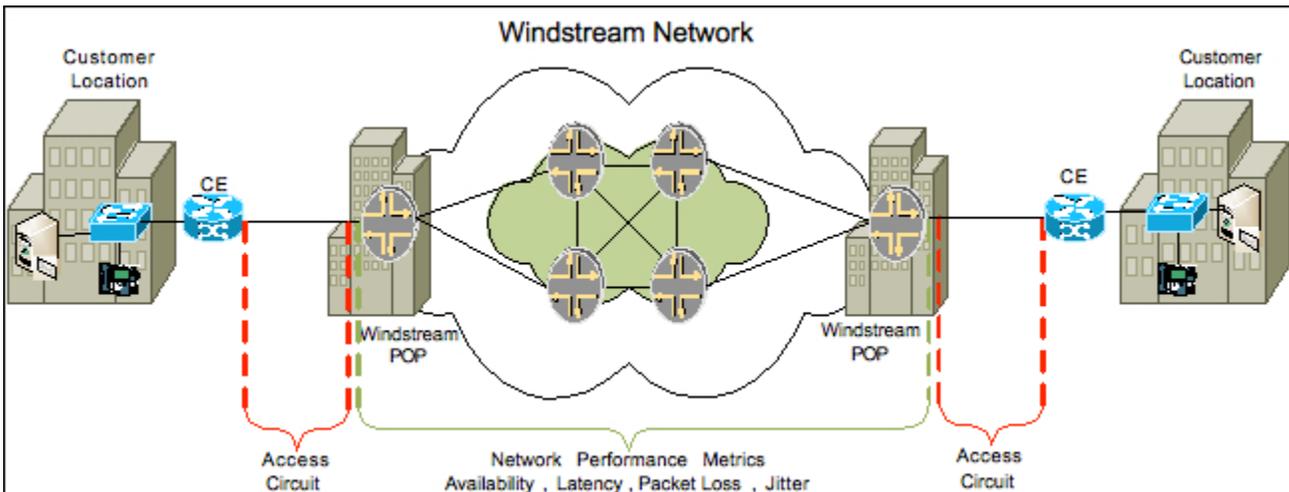
The Services covered under this SLA are Ethernet Internet ("EI"), Dedicated Internet ("DI"), and MPLS Networking Services. MPLS Networking Services ("MPLS Networking") are IP Virtual Private Network ("IP VPN"), Virtual LAN Services ("VLS"), Dynamic IP, and Virtual PBX. Individually, the Services may be referenced in this SLA by the noted abbreviations. Collectively, the term "Services" as used in this SLA refers to any of the qualifying EI, DI, and MPLS Networking Services but does not refer and shall not be interpreted as referring to other services offered by Windstream or any third party provider. Services under this SLA shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

#### 1.1 MPLS Networking

As noted above, MPLS Networking includes for purposes of this SLA only IP VPN, VLS, Dynamic IP, and Virtual PBX. Windstream's MPLS Networking provides connectivity through Windstream's network at designated speeds, enabling Customer to transport private data between two or more Customer locations. MPLS Networking enables Customer to prioritize voice or data through Quality Of Service ("QOS") levels, as defined later, based on Customer's unique business requirements.

The performance of Windstream's network for purposes of measuring MPLS Networking deliverables under this SLA is measured through Network Availability, Network Latency, Network Packet Loss, and Network Jitter. These individual metrics are defined in Section 3 below and collectively may be referenced in this SLA as "Network Performance Metrics." All Network Performance Metrics will be measured across specific Points of Presence ("POP") on Windstream's Network (**See figure 2-1**). Windstream's network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Performance Metrics.

Figure 2-1

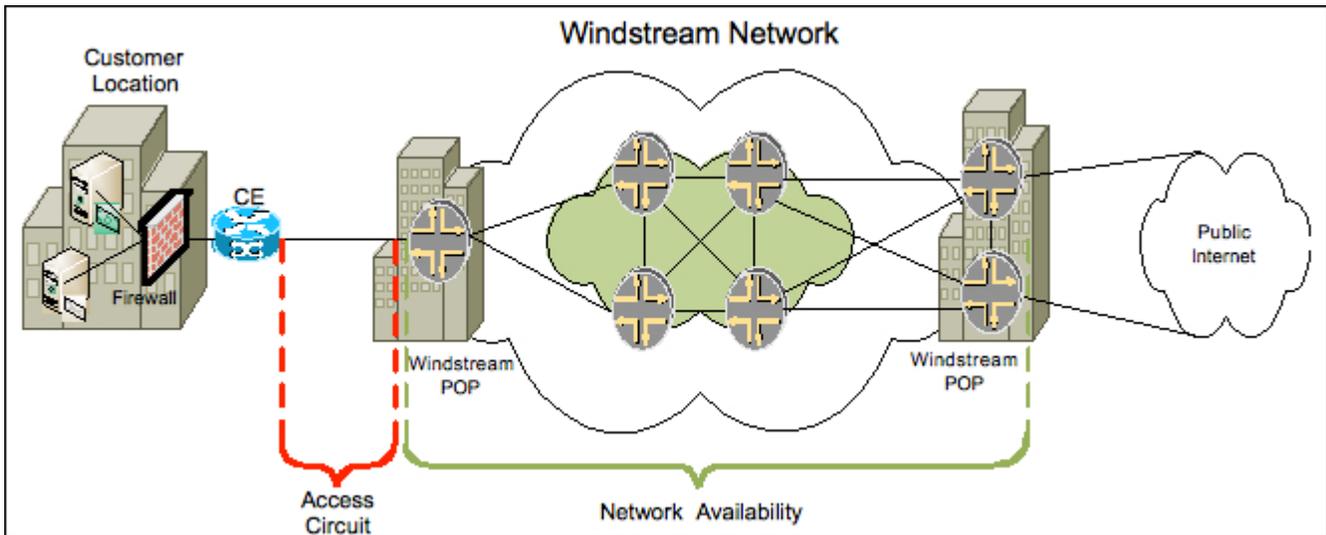


#### 1.2 Dedicated Internet / Ethernet Internet Access

As noted previously, in addition to MPLS Networking, this SLA applies to DI and EI. DI and EI provide connectivity to the public internet through Windstream's network at designated speeds.

The performance of Windstream's network for purposes of measuring DI and EI deliverables under this SLA is measured through Network Availability. For purposes of DI and EI, Network Availability will be measured across specific POPs on the Windstream Network. (**See figure 2-2**). Windstream's network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Availability.

Figure 2-2



## 2 Definition

### 2.1 Service Outage:

A Service Outage is defined as the complete unavailability or degradation of Services during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, "Exclusions"):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Services;
- Failure of power, equipment, services or systems not provided by Windstream;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);
- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;
- Election by Customer not to release the Services for testing and/or repair during which time Customer continues to use Services;
- Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires Services interruption;
- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control; and
- Failure of equipment or systems responsible for network measurements.

### 2.2 Windstream Point of Presence ("POP"):

Physical location of Windstream router at the edge of Windstream's network that faces the Customer Edge and delivers private data and/or Internet Services to Customer's network.

### 2.3 Customer Edge ("CE"):

CE refers to the router at Customer's premises that is connected to the Windstream POP.

### 2.4 Quality of Service ("QOS"):

QOS is the ability to provide different priority to different applications, users, or data flows, or to offer a certain level of performance for data flows. For example, a required bit rate, delay, jitter, packet dropping probability and/or bit error rate may be offered by Windstream to Customer. To determine what QOS level applies to the Services, Customer either must select from the following QOS classes of service or subscribe to a Service that is defaulted into one or more QOS classes. The Windstream QOS classes are identified as:

QOS Class of Service	Description
Real Time	Real-time Class of Service delivers premium QOS to a customer's site and is optimized for low latency and low jitter performance required for voice communications. All managed VoIP services are defaulted into Real-time QOS.
Mission Critical Data	Mission Critical Class of Service provides the highest priority treatment for data. Intended for applications with high business value requiring large bandwidth allocations and/or lower latency such as interactive video conferencing, streaming video, credit card transactions, and ERP applications like SAP and PeopleSoft.
Business Critical Data	Business Critical Data Class of Service provides priority treatment to transactional and interactive data such as email, or client/server applications.
Standard Data	Standard Data class of Services enables customers to share latency and jitter tolerant data and Internet applications across all locations. DI and EIA traffic are defaulted into Standard Data QOS.

### 2.5 Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

## 3 Service Levels

### 3.1 Network Availability

For purposes of measuring Windstream's MPLS Networking, DI, and EI QOS under this SLA, the term "Network Availability" is defined as the percentage of time in one Calendar Month during which POPs on Windstream's wholly owned IP/MPLS network can deliver traffic to/from other Windstream POP locations and does not apply to local access circuits. Network Availability shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Availability measurements do not include the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

MPLS Networking DIA / EIA	99.99% (< = 4.32 minutes of network unavailability per month)
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#### 3.1.1 Services Credit for time when Network Availability is not provided ("Network Unavailability")

Network Unavailability / Duration	Services Credit
>4.32 minutes and < = 1 hour	1/30th of the Monthly Recurring Charge
>1 hour and < = 2 hours	2/30th of the Monthly Recurring Charge
>2 hours and < = 3 hours	3/30th of the Monthly Recurring Charge
>3 hours and < = 4 hours	4/30th of the Monthly Recurring Charge
>4 hours and < = 5 hours	5/30th of the Monthly Recurring Charge
>5 hours and < = 6 hours	6/30th of the Monthly Recurring Charge
>6 hours and < = 7 hours	7/30th of the Monthly Recurring Charge
>7hours and < = 8 hours	8/30th of the Monthly Recurring Charge
>8 hours and < = 9 hours	9/30th of the Monthly Recurring Charge
>9 hours and < = 10 hours	10/30th of the Monthly Recurring Charge
>10 hours and < = 11 hours	11/30th of the Monthly Recurring Charge
>11 hours and < = 12 hours	12/30th of the Monthly Recurring Charge
>12 hours and < = 13 hours	13/30th of the Monthly Recurring Charge
>13 hours and < = 14 hours	14/30th of the Monthly Recurring Charge
> 14 hours	15/30th of the Monthly Recurring Charge

### 3.2 Network Latency

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Latency is defined as the round trip delay (in milliseconds) of packets transported between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Latency shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the latency objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment
Real Time	< = 40 ms (Roundtrip)
Mission Critical Data	< = 45 ms (Roundtrip)
Business Critical Data	< = 48 ms (Roundtrip)

**3.2.1 Services Credit for Network Latency**

QOS Class	Target	Network Latency, =(Credit as a fraction of the MRC for the Affected Services)
Real Time	< = 40ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Real Time QoS during any Calendar Month
Mission Critical Data	< = 45 ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Mission Critical QoS during any Calendar Month
Business Critical Data	< = 48 ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

**3.3 Network Packet Loss**

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Packet Loss is defined as the percentage of packets in a Calendar Month that are dropped between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Packet Loss shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the Network Packet Loss objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment
Real Time	< = .10%
Mission Critical Data	< = .30%
Business Critical Data	< = .50%
Standard Data	N/A

**3.3.1 Services Credit for Network Packet Loss**

QOS Class	Target	Network Packet Loss =(Credit as a fraction of the MRC for the Affected Services)
Real Time	< = .10%	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Packet Loss SLA for Real Time QoS during any Calendar Month.
Mission Critical	< = .30%	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Packet Loss SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	< = .50%	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Packet Loss SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

**3.4 Network Jitter**

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Jitter is defined as the variation in the delay of received packets transmitted between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Jitter shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Jitter measurement is only available to customers selecting the Real Time and/or Mission Critical QOS class. The following outlines the Network Jitter objectives in any given Calendar Month:

QOS Class of Service	Target Commitment
Real Time	< = 2.5 ms
Mission Critical Data	< = 3.0 ms
Business Critical Data	< = 3.5 ms
Standard Data	N/A

### 3.4.1 Services Credit for Network Jitter

QOS Class	Target	Network Jitter, =(Credit as a fraction of the MRC for the Affected Services)
Real Time	< = 2.5 ms	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.
Mission Critical	< = 3.0 ms	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Jitter SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	< = 3.5 ms	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Jitter SLA for Business Critical QoS during any Calendar Month.
Standard Data	N/A	N/A

## 4 Credits

When Customer's Services fail to meet the applicable commitments outlined in this SLA after being reported by Customer, Customer may receive a credit adjustment to its account. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages. To request a credit under this SLA, Customer shall email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Service Center within thirty (30) calendar days of the asserted Service Outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.

### 4.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

## 5 Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

### 5.1 Scheduled Network Maintenance

The term "Scheduled Network Maintenance" refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer's Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken **between the hours of 12:00AM and 6:00AM of the local time zone.**

### 5.2 Emergency Network Maintenance:

The term "Emergency Network Maintenance" refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer's Services, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

## 6 LIMITATION OF LIABILITY

Windstream's total liability to Customer under this SLA is limited to the MRCs for the affected Services for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

### **THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM'S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, EQUIPMENT OR SERVICE ISSUES.**

The CSA noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the CSA, this Addendum controls.

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.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

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

LFUCG DEPARTMENT OF PUBLIC SAFETY - Police Dept

Windstream and its affiliates

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

## Business Credit Application

Business Name (Full Legal Name): LFUCG DEPARTMENT OF PUBLIC SAFETY	Business Phone Number : (164) 001-7944 Name:  Responsible Party Number : (859) 258-3730 Name:  Accounts Payable Number: Name:		
Physical Address (street): 150 E MAIN ST, LEXINGTON, KY 40507-1318	Billing Address (street): 200 E. Main Street Room 320, Lexington, KY 40507-1310		
Email Address: jimgray@lexingtonky.gov	Former / Other Billing Account (with Windstream or Windstream acquired company):		
Company Name: (if DBA)	Application Type: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship / Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
Federal Tax ID: 61-0858140  Date:  Phone:	Signature: _____  <i>References not required but may be considered.</i>		
<p><b>Personal Guarantee (Complete only if an individual chooses to use their personal credit information as a guarantor) I,</b> _____, residing at _____ for and in consideration of your extending credit at my request to (company name) _____, of which I am (title) _____, hereby personally guarantee payment of all debts owed by the above named company to Windstream Communications, LLC., in the event the above named company fails to pay the same. It is understood that this guarantee shall be continuing and irrevocable. I do hereby waive notice of default and consent to any modification or renewal of the credit agreement hereby guaranteed.</p>			
Social Security #  Date:  Phone:	Signature: _____		
<b>Sales Department Usage Only:</b>			
Estimated One Time and or Recurring Charges: \$ Monthly _____ Install _____			
Sales Rep Name: Michael Sanders  Fax #:	Contact #: 502-736-2203  Email Address: michael.sanders@windstream.com		
<b>Credit Department Usage Only:</b>			
Date Received: Credit Agent:	Date Completed: Credit Decision:	Ref./Application #: Deposit:	Advance Pay:



# Private Line Jurisdiction Traffic Certification

As required by FCC rules, this form is to be completed for any private line or similar services to determine whether the Federal Universal Service Surcharge applies. Please check the appropriate box, complete the required information, and return as directed below.

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Contact Person's Telephone Number: \_\_\_\_\_

Customer represents and verifies that:

- 1. The amount of traffic routed over leased private line circuit(s) or similar type services (circuits, Virtual Private Line, Business Data, TDM, etc.) represent:

*Please check one of the boxes below*

Intrastate Services *☞* If the end points of the circuit(s) are in the same state and at least 90% of the traffic stays within the same state the service is considered *☞* intrastate *☞* or if the services are used within a state (excluding internet usage and long distance calls). Example includes: bank connects ATMs to a centralized location and FX lines within the state

Interstate services *☞* If the end points of the circuit(s) are in different states or more than 10% of the traffic crosses a state boundary the service is considered *☞* interstate *☞* . Example includes: a circuit from a manufacturing plant in one state to a main office in another state.

Some circuits that the Customer purchases carry 10% or less interstate traffic and some circuits that Customer purchases carry more than 10% interstate traffic. If your circuits are mixed, please provide a list of circuits IDs and whether they are intrastate or interstate. The circuit listing should be sent to [wci.regulatory@windstream.com](mailto:wci.regulatory@windstream.com)

The circuits are exempt from federal Universal Service Surcharges (*☞* FUSF Surcharge *☞* ) because you are a wholesale customer who files your own form 499 report

- 2. Customer acknowledges that the Company may in its sole discretion provide a copy of this certification to the Universal Service Administrator, the FCC, or an authorized auditor.
- 3. Customer acknowledges that the Company's determination of applicability of a FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event the Company exempts Customer from the payment of the FUSF Surcharges based upon the information, representations and certifications contained in this Certification, and the Company thereafter determines that Customer provided incorrect information, then the Company may bill Customer, and Customer will pay, the FUSF Surcharges that were not billed, plus applicable late fees. Accordingly, if Customer does not provide accurate or timely information to the Company, Customer may be responsible for payment of the FUSF Surcharge. Furthermore, Customer agrees to indemnify and hold harmless the Company from any and all claims arising from any breaches of the information, representations or certifications made hereunder.
- 4. If, at any time, the Customer's information changes, Customer will notify the Company within thirty (30) calendar days by completing and submitting a new certification form to the Company.

The individual named below is duly authorized by Customer to make the representation and certifications contained herein on behalf of Customer.

### CERTIFICATION

I certify that the representations above are true and accurate.

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title (Print): \_\_\_\_\_

Date: \_\_\_\_\_

Please return form to:

*Windstream Communications  
4001 Rodney Parham Road  
Mail Stop: 1170 B1F212-12A  
Little Rock, Arkansas 72212  
ATTN: PL Certification*

OR

Email to: [wci.regulatory@windstream.com](mailto:wci.regulatory@windstream.com)