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To: Bryan Eugene From: Paul See
Date: 07/23/2013 12:32PM PDT Re: LEXINGTON FIRE DEPARTMENT - Opp

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Account Executive: Bryan Eugene
 Phone: (502) 410 - 7148 ext:
 Cell Phone: (502) 419 - 4187
 Fax: (502) 470 - 9900
 Email: bryan.eugene@twcable.com

| | | |
|-----------------------------------|---------------------------------|---|
| Business Name | LEXINGTON FIRE DEPARTMENT | Customer Type: |
| Federal Tax ID | Tax Exempt Status | Tax Exempt Certificate # |
| *****9999 | | |
| Billing Address | | Account Number |
| 219 E THIRD ST LEXINGTON KY 40508 | | |
| Billing Contact | Billing Contact Phone | Billing Contact Email Address |
| Paul See | (859) 231-5674 | seep@lexingtonky.gov |
| Authorized Contact | Authorized Contact Phone | Authorized Contact Email Address |
| Paul See | (859) 231-5674 | seep@lexingtonky.gov |
| Technical Contact | Technical Contact Phone | Technical Contact Email Address |
| | | |

New and Revised Services and Monthly Charges At 219 E THIRD ST , LEXINGTON KY 40508

| Description | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|---------------|----------|-------------|-------------------------|---------------|
| 20M/2M | 1 | \$239.95 | \$239.95 | 36 Months |
| 13 STATIP | 1 | \$0.00 | \$0.00 | 36 Months |
| MEPL INTRA | 1 | \$475.00 | \$475.00 | 24 Months |
| *Total | | | \$714.95 | |

*Prices do not include taxes and fees.



Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Cable television and Work-at-home services are subject to annual price change.

Customer Locking in their Insight rates on a Time Warner Agreement

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable

Authorized Signature for Customer

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed



Time Warner Cable Business Class

Ethernet and Dedicated Internet Access Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for the Ethernet and Dedicated Internet Access (“DIA”) fiber-based Services (each, a “Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA, on the one hand, and any provision of the Agreement, on the other hand, are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control.

I. SLA Targets:

| Service | Availability | Mean Time To Restore (“MTTR”) | Latency (Roundtrip) | Packet Loss |
|--|---|---|---|-------------|
| DIA / Ethernet (Metro and Regional Services) | End to End: 99.99% (On-Net Circuit) | Priority 1 Outages within 4 hours | DIA: 45ms | <0.1% |
| | | | Ethernet: Metro Market - 10ms Wide Area Market - 25ms Metro Market Exception - 45 ms | |



II. Priority Classification:

A “Service Disruption” is defined as a disruption or degradation that interferes with the ability of a TWC network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the TWC network hub; and (ii) exchange network traffic with another TWC network hub. The Service Disruption period begins when Customer reports a Service Disruption using TWC’s trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, and TWC validates that the Service is affected. The Service Disruption ends when the affected Service has been restored.

TWC will classify Service Disruptions as follows:

| Priority | Criteria |
|------------|--|
| Priority 1 | a. Total loss of Service other than as a result of Excluded Disruptions (as defined below) b. Service degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing. |
| Priority 2 | Degraded Service where Customer is able to use the Service and is not prepared to release it for immediate testing. |
| Priority 3 | a. A service problem that does not impact the Service. b. A single non-circuit specific quality of Service inquiry. |

III. Network Availability

“Network Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the circuit is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month. Downtime excludes (i) planned outages, (ii) routine maintenance, (iii) time when TWC is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the circuit, (iv) service problems resulting from acts or omissions of Customer, (v) Customer equipment failures, and (vi) Force Majeure Events (collectively “Excluded Disruptions”).



Commitment:

TWC’s monthly Network Availability Target is 99.99% for that portion of the circuit that is part of TWC’s own network (“On-Net Circuit”) and not any portion that is provided by a third party.

The following table contains examples of the percentage of Network Availability translated into minutes of Downtime for the 99.99% Network Availability target:

| Percentage by Days Per Month | Total Minutes / Month | Downtime Minutes |
|------------------------------|-----------------------|------------------|
| 99.99% for 31 Days | 44,640 | 4.5 |
| 99.99% for 30 Days | 43,200 | 4.3 |
| 99.99% for 29 Days | 41,760 | 4.2 |
| 99.99% for 28 Days | 40,320 | 4 |

IV. Mean Time To Restore (“MTTR”)

The MTTR measurement for a Priority 1 Outage is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore Service for an On-Net Circuit following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for that circuit.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Circuit}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Circuit}}$$



V. Latency (On-Net Circuit)

Latency is the average roundtrip network delay, measured every 5 minutes during a calendar month, to adequately determine a consistent average monthly performance level for latency for each On-Net Circuit. The roundtrip delay is expressed in milliseconds (ms).

For DIA, TWC measures latency using a standard 64 byte ping from the Customer dedicated access port at the TWC network hub to the TWC Internet access router in a roundtrip fashion between TWC inter-regional transit backbone (TBONE) routers.

For Ethernet, TWC measures latency using a standard 64 byte ping between closest TWC network hubs to corresponding site A and site Z locations in a roundtrip fashion.

Latency is calculated as follows:

| | |
|------------------|--|
| Latency = | $\frac{\text{Sum of the roundtrip delay measurements for an On-Net Circuit}}{\text{Total \# of measurements for an On-Net Circuit}}$ |
|------------------|--|

Latency targets for Ethernet circuits in defined Metro Area Markets, Wide Area Markets, and Metro Market Area Exceptions are as follows:

| Metro Area Market – 10ms Latency | Wide Area Market – 25ms Latency | Metro Area Market Exceptions – 45ms Latency |
|--|--|---|
| Round trip where both sites A and Z are <i>within</i> the same Metro Area Market | Round trip <i>between</i> any 2 Metro Area Markets within Wide Area Market | Round Trip <i>between</i> any Metro Area Market and Metro Area Market Exception within same Wide Area Market, except that where both sites A and Z are within the same Metro Market Area Exception, the Latency target is 10ms. |
| <ul style="list-style-type: none"> • Austin, TX • Beaumont, TX • Corpus Christi, TX • Dallas, TX | <ul style="list-style-type: none"> • Laredo, TX • San Antonio, TX • Wichita Falls, TX | <ul style="list-style-type: none"> • El Paso, TX • Rio Grande Valley, TX |
| | Texas Region | |



| Metro Area Market – 10ms Latency | Wide Area Market – 25ms Latency | Metro Area Market Exceptions – 45ms Latency |
|--|--|---|
| Round trip where both sites A and Z are <i>within</i> the same Metro Area Market | Round trip <i>between</i> any 2 Metro Area Markets within Wide Area Market | Round Trip <i>between</i> any Metro Area Market and Metro Area Market Exception within same Wide Area Market, except that where both sites A and Z are within the same Metro Market Area Exception, the Latency target is 10ms. |
| <ul style="list-style-type: none"> • North Los Angeles, CA • South Los Angeles, CA • San Diego, CA • Palm Springs, CA | <ul style="list-style-type: none"> • Desert Cities, CA • Yuma, AZ • Honolulu, HI | PacWest Region <ul style="list-style-type: none"> • Coeur d’Alene, ID • Gunnison, CO • Telluride, CO • Pullman, WA |
| <ul style="list-style-type: none"> • Columbus, OH • Cincinnati, OH • Dayton, OH • Akron, OH • Cleveland, OH • Green Bay, WI • Milwaukee, WI | <ul style="list-style-type: none"> • Louisville, KY • Lexington, KY • Richmond, KY • Lincoln, NE • Kansas City, MO • Kansas City, KS • Lima, OH | Mid-West Region <ul style="list-style-type: none"> • Libby, MT • Dothan, AL |
| <ul style="list-style-type: none"> • New York City (including all surrounding boroughs and metro areas in New Jersey and Pennsylvania) | <ul style="list-style-type: none"> • Albany, NY • Buffalo, NY • Rochester, NY • Syracuse, NY | Northeast/ NYC Region <ul style="list-style-type: none"> • Portland, ME |
| <ul style="list-style-type: none"> • Greensboro, NC • Raleigh, NC • Charlotte, NC • Wilmington, SC | <ul style="list-style-type: none"> • Columbia, SC • Myrtle Beach, SC • Hilton Head, SC | Carolinas <ul style="list-style-type: none"> • None |



VI. Packet Loss (On Net)

Packet Loss is defined as the percentage of packets that are not successfully received compared to the total packets that are sent in a calendar month. The percentage calculation is based on packets that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss is calculated as follows:

$$\text{Packet Loss (\%)} = 100 (\%) - \text{Packets Received (\%)}$$

VII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance, and in some cases, TWC will have to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance.

Maintenance Windows:

Routine maintenance may be performed during the following maintenance windows:

Monday – Friday 12 a.m. – 6 a.m. Local Time



VIII. Service Credits

Any SLA credits shall be calculated based on a percentage of the Service Charges for the Service that was affected by the Service Disruption. All credits must be (a) requested by the Customer within 30 days of a Service Disruption by calling the Customer Care Center and opening a trouble ticket and (b) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the Network Availability and/or MTTR targets. The credits described in this SLA shall constitute Customer's sole and exclusive remedies, and TWC's sole and exclusive liabilities, with respect to TWC's failure to meet any service level commitments outlined herein. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Network Availability Credits

In the event that Network Availability is less than 99.99% in any calendar month, then upon Customer's compliance with this section, Customer is entitled to receive a credit equal to thirty percent (30%) of the applicable monthly Service Charges for the affected Service, to be applied as a credit or set-off against any amounts otherwise due by Customer to TWC.

Meantime to Restore Credits

In the event that MTTR for Priority 1 Outage averages greater than 03:59:59 hours, then upon Customer's compliance with this section, Customer is entitled to receive a credit equal to the percentage of the applicable monthly Service Charges for the affected Service as set forth below, to be applied as a credit or set-off against any amounts otherwise due by Customer to TWC.

| MTTR | Monthly Credit (% of Service Charges) |
|---------------------------|--|
| > 4 hours ≤ 7:59:59 hours | 4% |
| > 8 hours | 10% |

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