



Document No. DOC-0000533658
Scenario: SM727752

Customer Information and Contract Specifications

Customer Name: Lexington Fayette Urban Co Gov
Account Number: 2-JPHBM7

Currency: USD
Monthly Recurring Charges (MRC): \$1,858.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
200 E MAIN ST, GOVERNMENT CENTER, LEXINGTON, KY 40507 USA	UNI - 1000 Mbps	New	36	1	\$238.00	\$0.00	\$238.00	\$0.00
	- Service Level = 24x7x4 - UNI Type = Transparent							
	Site Readiness			1	\$0.00	\$0.00	\$0.00	\$0.00
	- Port Bandwidth = 1 Gbps - Standard Delivery - To the MPoE (Customer Provided) Subtotal						\$238.00	\$0.00
43940 DIGITAL LOUDOUN PLZ, BUILDING G, ASHBURN, VA 20147 USA	UNI - 10000 Mbps	New	36	1	\$357.00	\$0.00	\$357.00	\$0.00
	- Service Level = 24x7x4 - UNI Type = Transparent							
	3rd Party Cross Connect			1	\$127.83	\$0.00	\$127.83	\$0.00
	Site Readiness - Port Bandwidth = 10 Gbps - Standard Delivery - To the MPoE (Customer Provided) Subtotal			1	\$0.00	\$0.00	\$0.00	\$0.00
43940 DIGITAL LOUDOUN PLZ, BUILDING G, ASHBURN, VA 20147 USA 200 E MAIN ST, GOVERNMENT CENTER, LEXINGTON, KY 40507 USA	E-Line - EVG EVPL 500 Mbps	New	36	1	\$1,135.17	\$0.00	\$1,135.17	\$0.00
	- Class = Enhanced Subtotal						\$1,135.17	\$0.00
Totals							\$1,858.00	\$0.00

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Level 3 Communications, LLC ("Level 3"), a CenturyLink affiliate, as set forth in section 4.

2. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified herein. Prior to installation Level 3 may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability or otherwise Customer is deemed to accept the increase. Level 3 provides Services in the United States. Services provided internationally may require a Local Country Agreement that will identify the CenturyLink affiliate providing Services.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Level 3 is not liable for such services.

4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3.

(a) The Service in this Order is subject to the CenturyLink Master Service Agreement entered into after March 16, 2018 and any applicable Service Schedule(s) between CenturyLink Communications, LLC and Customer. If Customer has not executed a CenturyLink Master Service Agreement but has executed a services agreement (including Standard Terms and Conditions) with Level 3 or an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will govern this Order. If there are any inconsistencies between the Affiliate Agreement and this Order, the current standard Level 3 Service Schedule will apply. If Level 3 and Customer have not executed a CenturyLink Master Service Agreement or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, CenturyLink's standard Master Service Agreement and Service Schedule(s) as of the date of this Order will govern this Order. Copies are available upon request. The Level 3 entity invoicing the Services is the contracting party.

(b) Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3 will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Level 3 will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Service will continue month-to-month at the expiration of the Service Term. Rates are subject to change upon 30 days' notice from Level 3.

(c) "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). In the event of a CenturyLink Affiliate Agreement, (i) Level 3 will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, and (ii) if Customer cancels or terminates Service for any reason other than Level 3's uncured default or if Level 3 terminates due to Customer's uncured default, Customer will pay Level 3's standard early termination liability charges as identified in Level 3's ancillary charge summary, a copy of which is available upon request.

5. Neither party will 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 Order. Customer's sole remedies for any nonperformance, 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 Order.

7. Charges for certain Services are subject to (a) a property tax surcharge of 3.75% and (b) a cost recovery fee of 4.25% 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: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Level 3's standard interval duration (available upon request or at <https://MyLevel3.net>) and (b) 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 and Customer shall pay such charges.

9. Equipment provided by Level 3 to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. 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. For Level 3 Internet Services provided in certain countries in the Asia-Pacific region where Level 3 does not currently hold a license to provide such Services Customer consents to Level 3 providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Level 3 as its agent to the extent necessary to obtain such Service. Level 3 is licensed in Hong Kong, Japan, Singapore and Australia.

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").

Multiple Site Services (IP VPN, ILAN, NLAN, ENLAN, Converged, Multi-VPN/VPN Connector, UNI, E-Line, E-Access, and E-NNI)

Billing for multiple site Services will commence on the Service Date for each individual node or site. Customer networks should be engineered so that a hub-site and at least one other site are brought online first and on the same date. Notwithstanding the foregoing, billing for E-NNI Service locations will commence when the E-NNI Service has been successfully installed and is available for Customer's use regardless of the status of other sites or configurations.

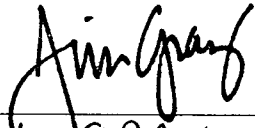
Equipment Recovery

Upon termination of a Service for any reason, Level 3 or its representative will contact Customer to schedule a mutually acceptable time and date for retrieval of Level 3 Equipment located on Customer's premises. Alternatively, Level 3 may request that Customer package Level 3 Equipment and return it, at Level 3's cost, to a location identified by Level 3. If Customer does not provide Level 3 with access to its premises to allow Level 3 to recover the Level 3 Equipment within thirty (30) days following Level 3's contact, or if Customer does not ship the Level 3 Equipment to Level 3 within the thirty (30) days, then Level 3 may charge Customer and Customer shall pay for the replacement cost of such Equipment.

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Signature Block

Customer:	Lexington Fayette Urban Co Gov
Signature:	
Name:	JIM GRAY
Title:	MAYOR
Date:	6/8/18

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

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