

**Company Information**

|                        |                           |                  |                           |
|------------------------|---------------------------|------------------|---------------------------|
| Customer Name          | LEXINGTON FAYETTE CO E911 | EAN              | 615468                    |
| Install Street Address | 115 CISCO RD              | City, State, Zip | LEXINGTON, KY, 40504-1189 |
| Main Telephone Number  | (859) 252-4225            | Market           | LEXINGTON                 |
| Contact Name           | Mr. Jim Gray              | Proposal ID      | 1049779                   |
| Account Representative | Michael Sanders           | Proposal Type    | Upsell                    |
| Partner Name           |                           | Opportunity ID   | 959524                    |
| Effective Date         | 11/12/2015                | Term             | 36                        |

| Bundled Services                       | Total Qty | Price/Unit | Total Price       |
|--|-----------|------------|-------------------|
| Data - Kpen 45 Mbps L3VPN w/5 Mbps EIA | 1         | \$2,104.15 | \$2,104.15        |
| <b>Total Services</b>                  |           |            | <b>\$2,104.15</b> |

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

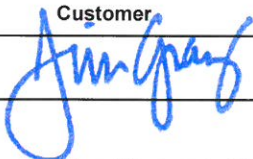

| Miscellaneous              | Total Qty | Price/Unit | Total Price   |
|----------------------------|-----------|------------|---------------|
| <b>Total Miscellaneous</b> |           |            | <b>\$0.00</b> |

| 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>\$2,104.15</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: John Collier  |
| Title: Mayor   | Title: Sales Director   |
| Date: 11/24/15   | Date: 11/12/15  |





## WINDSTREAM SERVICE TERMS AND CONDITIONS

These terms and conditions apply to the provision of all telecommunications and related services ("Services") by Windstream<sup>1</sup> ("Windstream") to Customer under the proposal to which these terms and conditions are a part. These terms and conditions and Customer's proposal/sales order, and any service specific schedules form the agreement ("Agreement"). The Services will be offered in each area to the Customer by the Windstream affiliated entity authorized to provide the Services in the applicable jurisdiction.

**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 date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, **this Agreement will automatically renew for successive one-year terms** (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Windstream shall have the option of continuing to provide such Services on a month-to-month basis, priced at Windstream's then current monthly rates.

**2. Charges for Services; Billing and Payment.** Customer is responsible for paying all charges that apply to the Services ordered on a proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the proposal or set forth in Windstream's Tariffs or the FCC or state Service Publications. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Windstream will bill Customer monthly for the Service, and all bills are due and payable upon receipt. Payment will be considered late if not paid by the due date reflected on the invoice. All amounts payable by Customer shall be made without setoff or counterclaim and without deduction. Billing at a location will begin upon the earlier of (i) the installation date (which may be the date administrative access to certain software-based Services is granted to Customer); (ii) thirty (30) days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); (iii) the date the Company notifies a Customer that Service is available for use by Customer; (iv) the date that Service would have been available for use by Customer if Customer had fulfilled its performance obligations required to provision the Service; or (v) the date that installation of MPLS services is complete at the second site in an MPLS network; however, Windstream 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. If installation of off-net Services is delayed due to action or inaction by Customer, then Customer shall be responsible for all associated third-party provider charges. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Windstream will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **WINDSTREAM 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. Service Outage Credits.** For Windstream's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the MRC for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time Customer is without Service. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; or (iii) send or receive data across a Windstream supported private network. In the event Customer rents equipment or orders data center services from Windstream, such equipment and services shall not be considered "Services" for purposes of service credits under this Agreement.

**4. Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Windstream in writing the specific basis for such dispute within sixty (60) days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Windstream may refuse to discuss issues through Customer's external representative.

**5. Partial Payments; Late Payments.** Windstream may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Windstream has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Windstream incurs as a result of collecting Customer's unpaid charges. If Windstream does not receive full payment when due or does not receive payment in immediately available funds, Windstream will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.

**6. Credit and Deposits.** Customer authorizes Windstream to ask credit-reporting agencies for Customer's credit information. Windstream may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services, Customer is late on payment, or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Windstream at its discretion may apply the deposit to any amount due and unpaid by Customer.

**7. Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Windstream's network. Customer shall provide Windstream with the correct address to obtain Services, because Windstream relies on such information to determine which taxes, fees, surcharges and assessments apply to the Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Windstream if Customer's address changes, in which case Windstream may either (a) terminate the affected Services, or (b) allow Customer to provide sixty (60) days' advance notice to Windstream to move Services to a new location and pay any applicable installation charges. Customer will enter into a new agreement for such new location, or Windstream will apply the liquidated damages set forth in Section 14 for the terminated location. Charges, including reasonable administrative costs and fees incurred by Windstream may apply as a result of Customer's move, in addition to a change in MRCs.

**8. Windstream-Provided and Owned Equipment.** Any equipment installed by Windstream on Customer's premises that is not the subject of a sale to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, or an antenna, if applicable) shall remain at all times the property of Windstream and shall not be considered a fixture. Equipment shall remain in good condition, less normal wear and tear. Windstream 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 Windstream for the cost of any necessary repairs. Customer shall provide Windstream reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Windstream does not have access to Customer's premises within thirty (30) days after Customer

<sup>1</sup>Windstream is defined for purposes of this Agreement to mean Windstream Communications, LLC. or such authorized Windstream affiliated entity providing Services to Customer as identified on Customer's bill.



terminates this Agreement, or if Windstream requests Customer return the equipment and Customer does not return the equipment to Windstream within thirty (30) days of termination, Customer shall reimburse Windstream for the full purchase price of the equipment as well as any attorney's fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment. For the avoidance of doubt, Customer is responsible for maintaining all equipment on its premises not provided and/or owned by Windstream and ensuring such equipment is compatible with Windstream's network. All terminal equipment must be registered with the Federal Communications Commission ("FCC") under 47 C.F.R. Part 68, and all wiring must be installed and maintained in compliance with those regulations.

**9. Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Windstream is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Windstream or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Windstream specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Windstream shall have no responsibility for maintenance or repair of same.

**10. Third Party Software.** As part of the Services, Customer may be allowed to use certain software and related documentation developed and owned by Windstream's third-party software licensors (collectively, the "Software"). This Software is neither sold nor distributed to Customer and Customer may use it solely as part of the Services and for no other purpose. Customer may not and agrees not to: (i) transfer such Software outside the Services or to any other person or entity; (ii) make copies of the Software, either through a virtual snapshot of the server containing the Software or otherwise; or (iii) transfer the Software outside of Windstream's infrastructure and/or premises. Further, Customer agrees to provide Windstream with evidence that its use of the Software is in compliance with the Agreement and/or third-party software licensor's terms from time to time during the Term as requested by Windstream. If Customer fails to provide such evidence when requested, or is otherwise not in compliance with the Agreement and/or third-party software licensor's terms, Windstream may, at its sole option suspend or terminate the Services that include the Software. For the avoidance of doubt, Windstream's Software licensors are not responsible for providing any support in connection with the Services or the Software.

**11. Government Funding.** Customer must notify Windstream of all restrictions, requirements and reporting obligations to which Windstream could become subject pursuant to any government program before Windstream provisions Services to Customer. Customer will not use such funds, including stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Windstream's prior written consent regarding any specifically applicable terms. If Customer fails to provide such prior written notice to Windstream of government funding or if Windstream does not consent to the use of such funding, then Windstream has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Windstream. If Customer requests government funds for payment of Services under this Agreement and such funding request is denied, Customer shall remain responsible for one-hundred percent (100%) of the cost of Services.

**12. 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 <https://www.windstream.com/About-Us/Tariffs>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement, the documents incorporated by reference and any addendums entered between the parties constitute the parties' entire Agreement. 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 Windstream employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Tariffs, the FCC or state Service Publications, or Value-Added Services click-through agreements for applicable Services, shall control, followed by this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Windstream also may execute this Agreement via a verifiable electronic signature. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Windstream employee or agent, including any statements made by a Windstream employee or agent regarding Customer's proposed use of the Services.

**13. 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 such other party fails to cure within thirty (30) days after written notice; Customer must submit a disconnection request by accessing the online portal at [www.windstreamonline.com](http://www.windstreamonline.com), choosing "service disconnect", and completing the onscreen steps. Alternately, Customer may call 1-800-600-5050 for disconnect and service questions. Notwithstanding the foregoing, unless prohibited by law, in the event of nonpayment, the breaching party shall have ten (10) days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. In the event Customer rents equipment from Windstream and Customer terminates network Services pursuant to this section, Customer shall remain obligated to fulfill the remainder of the applicable equipment schedule term. Windstream may limit, interrupt, suspend or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services, or has failed to pay a deposit or advance payment requested by Windstream; or (b) Customer uses the Services in an adverse manner that affects Windstream's network or other customers, Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or via Customer's equipment or while the Services are under Customer's control, or there otherwise occurs an event for which Windstream reasonably believes that the suspension or termination of Services is necessary to protect Windstream or Windstream's other customers from an imminent and significant operational, financial or security risk, in which case Windstream will provide advance notice if practicable; or (c) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (d) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (e) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider; or (f) Customer fails to comply with any applicable regulations or statutes and does not cure such failure to comply within ten (10) days of receiving notice from Windstream; or (g) if Customer impersonates another person, uses obscene or profane language or is abusive or harassing when communicating with Windstream representatives, and fails to stop the behavior after receiving a written or verbal warning from Windstream; or (h) for fixed wireless customers, Customer fails to comply with the Customer Responsibilities as defined below. In addition to the termination rights of Windstream set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Windstream is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location or Customer is terminating large volumes of calls to areas in which the cost to terminate such calls is high, or to a toll-free number, or, when ten percent (10%) or more of Customer's calls are six (6) seconds or less, and/or when more than forty percent (40%) of call attempts are uncompleted per trunk group and DS0/DS0 equivalent and/or when more than twenty percent (20%) of Customer's traffic originates from or terminates to a high cost origination area, which is defined for the purposes of this



Agreement as any area with access costs greater than regional Bell operating company access costs), and whether or not such use of the Services is due to Customer or a third party accessing Customer's Services or Equipment fraudulently, Windstream may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Windstream's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Windstream may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. Prior to installation of Services, Windstream may attempt to verify the availability of facilities, and in the event that Windstream determines in its sole discretion that facilities are not economically or technically feasible, Windstream has the right to terminate this Agreement without liability. In the event facilities leased by Windstream from third parties to provide the Service(s), including, but not limited to, copper or fiber facilities, are no longer available to Windstream at reasonable rates or are not available for any reason, including, but not limited to, regulatory changes or retirement of copper plant, Windstream has the right to terminate this Agreement without liability upon thirty (30) days' notice.

**14. Effect of Termination.** a. Pre-Installation - If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Windstream a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if Windstream's costs to other providers are greater than this amount, Customer shall also reimburse Windstream for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Windstream to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(b) below for post-installation cancellations.

b. Post-Installation - CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF WINDSTREAM'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO WINDSTREAM AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE TERMINATED SERVICES MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("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 WINDSTREAM, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY WINDSTREAM TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's proposal does not include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below fifty percent (50%) of its original contracted rate for that location, Customer will pay fifty percent (50%) of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Windstream to the unbundled service rates.

**15. Limitation of Liability.** FOR PURPOSES OF THIS SECTION, AND THE FOLLOWING SECTIONS DESCRIBING INDEMNITY, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES SECTIONS, "WINDSTREAM" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WINDSTREAM RESELLS SERVICES.

**A. WINDSTREAM'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, OR (II) CUSTOMER'S MRCs MULTIPLIED BY SIX (6). IF CUSTOMER'S SERVICE IS INTERRUPTED, WINDSTREAM'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WINDSTREAM'S LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL WINDSTREAM BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY 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. WINDSTREAM IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN, MISUSED, OR THE VICTIM OF FRAUD, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, THEFT, OR THE RESULT OF FRAUD OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WINDSTREAM NOTIFIES CUSTOMER OF INCREASED USAGE.**

**B. ENTRY ONTO WINDSTREAM'S PREMISES IS AT CUSTOMER'S OWN RISK, AND WINDSTREAM ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM ARISING FROM ANY CAUSE OTHER THAN WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PERSONAL INJURY TO CUSTOMER DURING SUCH VISIT. WINDSTREAM IS NOT RESPONSIBLE IF EQUIPMENT IS LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL LOSS INCURRED FOR MISUSE, MISHANDLING OR PROVISIONING OF CUSTOMER EQUIPMENT INCOMPATIBLE WITH THE SERVICES, CHANGES MADE TO THE SERVICES BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED TO MAKE CHANGES, OR BY WINDSTREAM AT THE DIRECTION OF CUSTOMER. IN NO EVENT SHALL WINDSTREAM BE RESPONSIBLE FOR ANY THIRD-PARTY EQUIPMENT, INCLUDING ANY DAMAGES THAT MAY ARISE AS A RESULT OF DEFECTS OR ISSUES RELATED TO THE THIRD-PARTY EQUIPMENT. TO THE EXTENT WINDSTREAM IS LIABLE FOR DAMAGE TO, OR LOSS OF, CUSTOMER EQUIPMENT, SUCH LIABILITY WILL BE LIMITED TO THE THEN-CURRENT BOOK VALUE OF THE DAMAGED EQUIPMENT. EACH PARTY IS RESPONSIBLE FOR INSURING THE EQUIPMENT AND PROPERTY IT OWNS WITH COVERAGE CONSISTENT WITH INDUSTRY STANDARDS.**

**16. Indemnity.** EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. FURTHER, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS WINDSTREAM FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH (I) ANY FAILURE BY CUSTOMER OR CUSTOMER'S END USERS TO COMPLY WITH WINDSTREAM'S ACCEPTABLE USE POLICY OR APPLICABLE LAW, OR (II) CLAIMS OF OWNERSHIP OR SUPERIOR RIGHTS TO CUSTOMER EQUIPMENT OR OTHER INTELLECTUAL PROPERTY BY A THIRD PARTY.

**17. Force Majeure.** Windstream shall be excused from, and shall have no liability, including service credits, with respect to, any delay or failure to perform hereunder caused by any event beyond its reasonable control, including but not limited to, (i) cable cuts or common carrier delays; (ii) actions, failures to act or delays by Customer or others authorized by the Customer to use the Service; (iii) failure or unavailability of power, equipment, materials, services or systems not provided by Windstream including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iv) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (v) during any period in which Windstream or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (vi) maintenance (planned or emergency) or implementation of a





Customer order that requires a Services interruption (Windstream reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vii) when a Service Outage has not been reported to Windstream or where there is a trouble reported, but no trouble found; (viii) labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Windstream's reasonable control; and (ix) spectrum interference, electrical storms, heavy precipitation, or excessive weather conditions.

**18. Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WINDSTREAM'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, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. EXCEPT AS EXPRESSLY PROVIDED IN WINDSTREAM'S PRIVACY POLICY, WINDSTREAM HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WINDSTREAM'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

**19. Emergency. Critical Lines.** CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT, IN CERTAIN CIRCUMSTANCES, PROVIDE ACCESS TO 911 OR TRANSMIT THE MOST ACCURATE LOCATION OR EXTENSION INFORMATION IN A TIMELY MANNER, IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol ("VoIP"), Centrex, Allworx Reach™ Application ("Allworx Reach™"), and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. When using VoIP service or Allworx Reach™, Customer must timely update changes to their registered location for 911 services. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

**20. Miscellaneous.** (a) 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 Windstream at Windstream, 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), choosing "service disconnect", and completing the onscreen steps, or alternately by calling 1-800-600-5050. CUSTOMER AGREES THAT WINDSTREAM MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WINDSTREAM'S SERVICES; (b) Applicable Law: Venue: This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Nebraska law, without regard to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction of federal courts in the state in which the Services are provided (or federal courts in Nebraska, if the Agreement covers multiple states) so long as diversity and the amount in controversy requirements are met, or a federal question is at issue; (c) 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; (d) Statute of Limitations: No claim may be asserted by either party against the other with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted; the foregoing statute of limitations is not applicable to billing disputes, which are governed by the timeframe for disputes described in Section 4; (e) Assignment: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer shall provide Windstream with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Windstream's advance written consent. Any attempted assignment in violation of this provision is void; (f) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (g) Publicity: Customer agrees that Windstream may publicly disclose that Windstream is providing Services to Customer and may include Customer's name in promotional materials, including press releases; (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 15 through 20 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 Windstream's request, Customer shall sign written assurances and other export-related documents as may be required for Windstream to comply with U.S. export regulations; (m) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms; (n) Confidentiality: Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Windstream that are negotiating with Customer in order to execute this Agreement.

**21. Service Specific Provisions:**

***For Dynamic IP Services only:***

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Windstream Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Windstream harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Windstream's dynamic IP service.



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

**Authorization to Perform Testing.** Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Windstream the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Windstream are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Windstream of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Windstream to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Windstream with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Windstream and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Windstream 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. Customer will indemnify and hold Windstream and its suppliers harmless 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 Managed CPE Firewall Service entail 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 Managed CPE Firewall Service; (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.

With regard to any software components of the Firewall Device, 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. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.

***For Fixed Wireless Services only:***

**Customer Responsibilities:** Customer shall comply with and satisfy the following responsibilities ("Customer Responsibilities") related to the installation, support, and maintenance of Services and Windstream equipment: (a) Obtain, secure, and maintain "roof rights" for Windstream equipment from property owners at each service location and make available to Windstream upon request all applicable and necessary authorizations, licenses, permits, and proof thereof; (b) Provide secure and environmentally sound space that is sufficient for Windstream equipment at each of 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 Windstream the ability to rod/rope to the point of demarcation. In the event Customer fails to comply with any of the Customer Responsibilities, Windstream may cancel or terminate Services at such particular service location(s) without any liability or obligation to Customer and the provisions of Section 14 shall apply.

**Windstream Fixed Wireless Equipment:** Windstream will not maintain and is not responsible for any software, cables, or hardware attached to the Windstream equipment that is not installed by Windstream, including Customer's internal network. Unless Windstream has notified Customer that it has lease or license rights to the roof on which the Windstream equipment is installed, it is Customer's sole obligation to safely secure and reasonably protect Windstream equipment from and against damage, abuse, and theft while at the Service Location(s). Windstream 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 Windstream's then current hourly rates. Windstream shall perform any installation or de-installation in a workmanlike manner using reasonable care, but shall not be liable for any reasonable alterations or necessary work to the Service Location(s) that are required for the installation services, use, or removal of the Windstream equipment such as holes in walls or ceilings, cable wiring, penetration, or antenna mounting brackets.



## 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): Mr. Jim Gray

Title: Mayor

Company: LEXINGTON FAYETTE CO E911

Address: 200 E MAIN ST, LEXINGTON, KY 40507-1310

Federal Tax ID Number:

Date: 11/12/2015



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

**Contract No.:** 201509959524

**BTN:** (859) 252-4225

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: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "Jim Gray", is written over the signature line.

Bill Name: Mr. Jim Gray

Title: Mayor

Company: LEXINGTON FAYETTE CO E911 -

Address: 200 E MAIN ST, LEXINGTON, KY 40507-1310

Date: 11/12/2015