

COMMERCIAL SERVICES AGREEMENT

Agreement made this 18 day of July 2012 ("Effective Date") by and between Insight, having an office at 10200 Linn Station Road, Suite 310, Louisville, KY 40223 and LFUCG (hereinafter referred to as "Business Customer" or "Customer"), the owner or authorized tenant of the commercial Premises (defined below).

Term. The term of this Agreement shall be for an initial period of (12) months from the Effective Date ("Initial Term"), and shall continue on a month-to-month basis thereafter until terminated by either party on written notice 30 days prior to expiration of the then current term (collectively, the "Term").

CUSTOMER (SERVICE LOCATION) (hereafter referred to as the "Premises"):

Customer (Company) Name: LFUCG - Div of Police Tax Id: _____
 Business Street Address: 2269 Frankfort Ct. Suite/Unit/Apt: _____
 City/Town: LEXINGTON State: KY Zip: 40510 E-Mail: _____
 Billing Address (if different): 200 E. MAIN ST. STE. 721 LEXINGTON, KY. 40507
 Business Phone: 859-425-2244 Alternate Phone Number: 859-258-3730
 Owner/Manager Name: _____ Other Authorized Contact(s): PHILIP SHAW, PAUL STEWART

THE PARTIES AGREE THAT INSIGHT SHALL PROVIDE THE FOLLOWING SERVICE(S) (the "Service(s)" or "Business Services"):

Video Services Basic/Classic Private View Public View B&R View ESPN HD ESPN2 HD BTN FSN STO
 Additional Outlets @ _____ ea Digital Receiver @ \$ _____ ea HD/DVR @ \$ _____ ea
 Seating Cable Card @ \$ _____ ea Standard Digital HD Pak Urge

VIDEO MONTHLY CHARGE \$ _____

High-Speed Internet Plan 50meg / 5meg STATIC IP BLOCKS 1 5 X 13 STATIC IP PRICE 0.00

WEB HOSTING _____ DNS: _____

INTERNET MONTHLY CHARGE \$ 295.00

Business Phone Information & Options (Requires purchase of Insight Business High Speed Internet Service)
 Two-Line Product Multi-Line Product _____ Additional Jacks

Directory Listing Options (Choose only one) Standard DA Only Non-Published **Yellow Pages Category:** _____

Primary Line Charge* \$ _____
 Additional Line Monthly Charges \$ _____
 Long Distance Charge \$ _____ 2000 Minutes
 Basic Unlimited LEC Freeze 1000 Minutes
 Additional Charges \$ _____ 500 Minutes

PHONE MONTHLY CHARGE \$ _____

Special Feature Request _____
 Current Carrier: _____
 Account Number: _____

 (initial) Equipment Supports Tone Dialing

Line #	Hosted/Ported	Number	Full Feature	Limited Feature
Main			<input type="checkbox"/>	<input type="checkbox"/>
2			<input type="checkbox"/>	<input type="checkbox"/>
3			<input type="checkbox"/>	<input type="checkbox"/>
4			<input type="checkbox"/>	<input type="checkbox"/>
5			<input type="checkbox"/>	<input type="checkbox"/>
6			<input type="checkbox"/>	<input type="checkbox"/>
7			<input type="checkbox"/>	<input type="checkbox"/>
8			<input type="checkbox"/>	<input type="checkbox"/>
9			<input type="checkbox"/>	<input type="checkbox"/>
10			<input type="checkbox"/>	<input type="checkbox"/>
11			<input type="checkbox"/>	<input type="checkbox"/>
12			<input type="checkbox"/>	<input type="checkbox"/>

TOTAL MONTHLY CHARGE* \$295.00

One Time Charges* The following non-recurring charges are estimates only and may apply subject to Insight's determination at time of installation - final charges may be higher:
 Additional Jacks _____ Construction Fees _____ Installation Fees _____ Other _____

*All charges are subject to applicable taxes and fees.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND TO ALL OF THE TERMS AND CONDITIONS LISTED ON THIS FORM AND ON THE REVERSE SIDE HEREOF, INCLUDING WITHOUT LIMITATION, THE APPLICABLE SERVICE AGREEMENTS AND ACCEPTABLE USE POLICIES THAT LIMIT INSIGHT'S LIABILITY AND PROVIDE THAT THE PARTIES AGREE TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION AND WAIVE CERTAIN RIGHTS, SUCH AS THE RIGHT TO A JURY TRIAL AND THE RIGHT TO CLASS ACTIONS.

I confirm that I am an authorized representative of the Business Customer account holder with the power to bind the Customer. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last day and year set forth below.

Authorized Customer Signature (Print): _____ Customer Signature: _____
 Date of Customer Signature: _____ Date Insight Signed: _____
 Insight Sales Mgr Signature: _____

1. Charges for Services: Customer agrees to pay INSIGHT in advance for all recurring monthly services and for any and all services received by Customer ("Service(s)"). Customer also agrees to pay any applicable nonrecurring charges or fees, such as but not limited to, installation, construction, equipment, activation, and/or usage charges. INSIGHT shall invoice Customer on a monthly basis and such invoice is due and payable upon receipt, or as otherwise indicated on the invoice. Customer must notify INSIGHT of any disputed invoice items within 30 days of receipt, or such greater amount of time as required by law. All Services, offers, terms, rates and charges may be changed at INSIGHT's sole discretion and in accordance with applicable law at any time during the Term. INSIGHT reserves the right to: (a) charge an administrative late fee for any payments not received in a timely basis; (b) suspend and/or terminate Customer's Service and remove INSIGHT's property if your account remains unpaid; (c) charge a fee if a check is not honored due to insufficient funds; and/or (d) charge a fee to be determined with reference to INSIGHT's then current schedule, which amount shall be due immediately, upon failure of Customer to return all equipment belonging to INSIGHT, including without limitation any receiver(s), switch, decoder(s), remote(s), modems(s), NIUs, or other appurtenant devices used in connection with providing the Service(s) ("Equipment") upon termination of Service. An additional charge may be imposed for any damage to or loss of Equipment not caused by INSIGHT. In the event INSIGHT requires the assistance of a collection agent or attorney to collect past due amounts or Equipment from Customer or assert any other right we may have under this Agreement, you agree to pay our reasonable costs of collection or of any action to enforce our rights, including without limitation, attorneys' fees and court costs, in accordance with applicable law.

2. Other Accounts: Customer represents to INSIGHT that no unpaid amounts remain on any other account that Customer has or had with INSIGHT. If INSIGHT, in its sole discretion, determines this to be false, INSIGHT may apply any funds received from Customer to such other or prior account(s).

3. Credit Scoring: Installation or continuation of any INSIGHT Service may require a valid Social Security Number from the Customer, and may be subject to a satisfactory credit score. INSIGHT reserves the right to require a prepayment (or deposit) on Service and/or Equipment.

4. Right to Access: Customer grants to INSIGHT the right to access Customer's Premises at reasonable times and upon reasonable notice to install, operate, inspect, maintain, upgrade, terminate and/or remove Equipment, wires, cables, and facilities used in connection with the Service(s) it provides. Moreover, Customer warrants that it has the right to grant such right to access the Premises. This Agreement is subject to the continuing right of INSIGHT to access and serve the building in which the Premises are located by obtaining a commercial real estate right of entry agreement with the building owner and may be terminated by INSIGHT if that right does not, or ceases to, exist.

5. Taxes, Fees and Assessments: All prices and contingencies are subject to change as permitted under applicable law, including but not limited to taxes, fees or assessments now or hereafter imposed. Customer agrees to pay listed and nonlisted local, state or federal taxes, fees and charges imposed, permitted or levied on or with respect to the Service(s), the Equipment or installation or placement charges incurred with respect to the same, including per use charges.

6. Service and Repairs: (a) **Interruption in Service:** INSIGHT assumes no responsibility for interruption of Service(s) or program transmissions, or liability for any loss or damage due in part or entirely to force majeure conditions, such as but not limited to acts of God, lightning, storms, accidents, power failures, delays, fires, floods, water, war emergencies, labor troubles, unavailability of programming, or regulations, orders, decisions or acts of any lawfully constituted authority or court or any circumstances beyond its control; (b) **Repairs:** INSIGHT will maintain and within a reasonable time make all repairs needed on any of the Equipment either inside or outside the Customer's Premises. INSIGHT assumes no responsibility for the condition, operation, maintenance or repair of any Customer provided equipment. INSIGHT will authorize for INSIGHT Service a set-top box or CableCARD for which Customer provides a valid proof-of-purchase from a recognized retail establishment, and the box must be compatible with INSIGHT technical specifications; (c) **INSIGHT's Equipment:** Customer agrees not to remove, disturb or alter any Equipment and will not hire or permit anyone other than an INSIGHT representative to perform any work on Equipment; (d) Customer is responsible for maintenance, upgrade and repair of all wiring and equipment owned by Customer. Customer is responsible for ensuring that its equipment and wiring is compatible with the Services. INSIGHT is not responsible or liable for any loss or impairment of reception of INSIGHT's Service(s) due in whole or in part to Customer provided equipment.

7. Transfer of Accounts Prohibited: Customer acknowledges that they may not transfer this Agreement or the Equipment without the prior written consent of INSIGHT. INSIGHT may freely assign its rights under this Agreement.

8. Ownership of Wiring and Equipment: INSIGHT retains all right, title and interest in all Equipment and wiring installed on Customer's Premises. Customer must return all Equipment upon substitution of use or termination of Service(s). Failure to do so will result in a charge, due immediately, whether the Equipment is lost (through theft or otherwise) or destroyed. INSIGHT may remove all such Equipment in the event of termination hereof. Failure of INSIGHT to remove such Equipment shall not be deemed an abandonment. None of the Equipment shall become a fixture. INSIGHT will have the right to use other telecommunications equipment or wiring on the Premises, regardless of ownership, for delivery of the Service(s). Customer shall provide without charge adequate space and electricity for the Equipment.

9. Copyright: Customer acknowledges and agrees that the programs or Service(s) received from INSIGHT will be utilized solely for Customer's personal, non-commercial use and will not be duplicated, reproduced, publicly performed, distributed or retransmitted except as permitted by law and expressly permitted by the Terms of Service for that Service.

10. Programming: INSIGHT reserves the right to preempt or change programming whenever it desires. All programming, program services, program packages, number of channels, channel allocations and broadcast channels are subject to change in accordance with applicable law. Customer acknowledges that INSIGHT is not responsible or liable for the content of any programming or Service(s). INSIGHT shall not be responsible for any

products, merchandise or prizes promoted on or purchased through the use of the cable system.

11. Termination: Notwithstanding any other term in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Initial Term, upon (i) thirty (30) days prior written notice to INSIGHT and (ii) the payment of 100% of the charges for the balance of the Initial Term within ten (10) days following termination of the Agreement, including any waived or discounted installation and construction costs ("Termination Charges"). Such payment shall be in addition to, and shall not preclude the exercise of, any other remedy available to INSIGHT. INSIGHT may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide the Service(s) due to any law, rule, regulation, Force Majeure event or judgment of any court or governmental agency. A "default" includes without limitation if either party: a) is the subject of any state or federal bankruptcy, insolvency, or similar proceeding; or makes an assignment for the benefit of creditors; or b) fails to meet or perform any material term or obligation contained in this Agreement or in any other agreement between Customer and INSIGHT. In the event of a default, the non-defaulting party may terminate this Agreement on 30 days prior written notice (10 days for non-payment), provided that the defaulting party fails to remedy the default within the notice period.

12. Additional Terms and Conditions: In addition to the terms and conditions set forth herein, Customer agrees to be further bound by the applicable rates, terms and conditions contained in the applicable Service Agreement(s), Price List, tariff and/or Service Guide(s) for the specific Service(s) purchased, each of which is incorporated by reference herein and are subject to change. The current Service Agreement(s), Price List, tariffs and Service Guide(s) for the Service(s) purchased can be found online at www.insightbusiness.com. In the event of a conflict between these Terms and Conditions and any Service Agreement, Price List, Service Guide or tariff for a specific Service, the provisions of the Service Agreement, Price List, Service Guide or tariff shall govern. All Payments in future fiscal years are subject to funds being appropriated by the Urban County Council. All notices, requests, demands, or other communications hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, and postage prepaid, to Customer and INSIGHT at the address listed on the first page hereof. This Agreement represents the full understanding of the parties and cannot be modified or amended orally. All terms, covenants, and conditions specified in this Agreement shall bind the respective parties hereto and their successors, and assigns.

13. Theft of Service: Customer shall not intercept or receive or assist in the interception or receipt of any Service(s) offered by INSIGHT without the prior authorization of INSIGHT. Customer shall not move Equipment to another location or alter it to receive Service(s) without authorization or provide Service(s) to an unauthorized number of outlets or locations.

14. Severability: In the event any term of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

15. Governing Law: These Terms and Conditions as well as those of any applicable Service Agreement shall be governed by and construed in accordance with the laws of the state where the Service(s) are being provided, excluding its conflicts of law rules. Any dispute arising out of or relating to these Terms and Conditions or any applicable Service Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located within the state where the Service(s) are being provided, and you hereby expressly submit to the personal jurisdiction of such courts.

16. DISCLAIMER OF WARRANTIES: INSIGHT makes no warranty, either express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose or non-infringement, as to any goods or Service(s) provided under this Agreement. INSIGHT shall not be liable for any damages by reason of the failure of the Equipment to operate or the faulty operation of such Equipment. In no event shall INSIGHT be held responsible for any indirect, incidental, special, exemplary, consequential or punitive damages or losses resulting from whatever cause, including but not limited to, the installation, operation or use of any Equipment or Service(s) furnished by INSIGHT, any acts or omissions by INSIGHT, its employees, agents, contractors etc., loss of business or wages. Notwithstanding anything in this Agreement or otherwise to the contrary, the sole and exclusive remedy of Customer for any loss or damage in anyway related to or arising out of this Agreement or any Service(s) provided or anticipated to be provided shall be limited to Customer's actual, direct damages; provided that the aggregate amount of all such actual, direct damages shall not under any circumstances exceed an amount equal to the amount of the monthly fees actually paid by the Customer in the preceding 30-day period. Notwithstanding the foregoing, Insight shall be responsible to pay for actual damages, if such damages are caused by Insight's employees, agents, or subcontractors' gross negligence or willful misconduct to the property.

17. Indemnification: Both Parties agrees to indemnify and hold the other and its affiliates harmless to the extent allowable by law from any and all demands, claims, suits, costs and expenses for breach of this Agreement by the other party, damages to property or for injury to any person in any way arising from the Service(s) or Equipment, unless such damage shall result from either parties gross negligence or willful misconduct.