



Customer Name: Lexington-Fayette Urban County Government

Address for service: 200 East Main Lexington KY 40507

Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork.

CUSTOMER SERVICE AGREEMENT # 201205203543

THIS AGREEMENT ("Agreement") is made and entered into as of August 1, 2012 ("Effective Date") by and between Lexington-Fayette Urban County Government ("Customer") and the Windstream legal entit(ies) providing the Services to Customer, as identified on Customer's bill ("Company"). The Parties agree as follows:

1. **Term and Renewal.** This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above 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. 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.

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 Company's Price Lists or Tariffs. 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. Company will bill Customer monthly for the Service, payable on receipt of the bill notice. 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); or (ii) 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); however, Company 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. In certain service areas, paper bills are available only upon request and for a monthly charge. If Customer authorizes payment by credit or debit card, then Company will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing.

2. **Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within 30 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 Company may refuse to discuss issues through Customer's external representative.
3. **Partial Payments; Late Payments.** Company may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid charges. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company 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.
4. **Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to 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 Company if Customer's address changes, in which case Company may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to Company to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location. Charges could apply and monthly fees may be affected for moves.
5. **Company-Provided and Owned Equipment.** Any equipment installed by Company on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Company. Equipment shall remain in good condition, less normal wear and tear. Company 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 Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within 30 days after Customer terminates with Company, Customer shall reimburse Company for the full purchase price of the equipment.

Customer Initials: _____



7. **Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Company 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 Company shall have no responsibility for maintenance or repair of same.
8. **Internet.** Company cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.
9. **Google.** IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH COMPANY, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT http://www.windstream.com/legal/Google_Apps_Premier_Edition_License.pdf PRIOR TO USING THE RELEVANT SERVICES. Company may cancel Google Services at any time on 30 days' notice and, at Company's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Company or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within 30 days.
10. **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 WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (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>; AND (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. This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto 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 Company 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 Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, 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. Company also may execute this Agreement via a verifiable electronic signature.
11. **Termination.** Either party may terminate this Agreement by providing at least 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 30 days after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Company may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Company's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Company 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 Company is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location), company 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 Company'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. Company may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Company shall verify the availability of facilities, and in the event that Company determines in its sole discretion that facilities are not economically or technically feasible, Company has the right to terminate this Agreement without liability. In addition to the termination rights of the Customer set forth above, Customer may terminate this Agreement without any additional obligation by providing at last 30 days notice in the event that either its legislative body fails to adequately fund for continuation of these services at any time beyond the initial fiscal year ending on June 30, 2012 or the Company raises the recurring charges.

Customer Initials: _____



12. 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 Company a Pre-Installation Cancellation Charge (Cancellation Charge) based upon Company's actual costs, which in no event shall exceed equal to three months of MRCs

13. Limitation of Liability and Indemnity. FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES PROVISIONS, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY 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 OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. EACH PART, TO THE EXTENT ALLOWABLE BY LAW, 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. HOWEVER IN NO EVENT SHALL THIS BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY OR ANY OTHER THIRD PARTY DEFENSE THAT MAY BE AVAILABLE. COMPANY IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED.

14. Disclaimer of Warranties. SERVICES 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, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

15. Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY.

Examples include voice over Internet protocol, Centrex, and private branch exchange. Additionally, because TIs 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. 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.

Customer Initials: _____



16. **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, mailed or faxed to Customer at the address populated above or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, Windstreambusinesscustomersupport@windstream.com or at such other address provided to the other party. **CUSTOMER AGREES THAT COMPANY MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING COMPANY'S SERVICES**; (b) Applicable Law: 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 Delaware law, without regard to its conflict of law principles; (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) 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 Company 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 Company's advance written consent; (e) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (f) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) Survival: Sections 12 through 16 survive after this Agreement ends; (i) Handwritten Changes: Handwritten changes are not binding on either party.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

COMPANY

By: _____

Name:

Title:

CUSTOMER

By: _____

Name: James Gray

Title: Mayor

Social Security Number, Tax ID Number or

Tax Exempt Status: 61-0858140

Tax Exempt (attach documentation):



Service Schedule: VPN

Company Name: Lexington Fayette Urban County Government**Contract No.:** 201205203543**Contact Number:** 074-500-2315**Date:** 7/17/2012**Term:** 36

Location	VPN Port Speed	Port Type	Quantity	Monthly Recurring Port Charge	Non-Recurring Port Charge	Monthly VPN Routing Charge	Total Charges
150 East Main	150M		1	3,576.25			3,576.25
4000 Terminal Dr	1.5M		1	262.50			262.50
2851 Winchester Rd	150M		1	3,576.25			3,576.25
1065 Russell Cave	150M		1	3,576.25			3,576.25
4000 Terminal Dr	1.5M		1	262.50			262.50
2899 Brannon Rd	150M		1	3576.25			3576.25
4280 Simpson Rd Richmond KY	150M		1	3576.25			3576.25
Sub-Total				\$18,406.25	\$0.00	\$0.00	\$18,406.25

Access Loop Type	Monthly Recurring Access Charge	Non-Recurring Access Charge	Total Charges
		95,000.00	95,000.00
Sub-Total	\$0.00	\$0.00	\$95,000.00

Grand Total (Port + Routing + Access)	\$ \$113,406.25
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In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by Customer on the Effective Date, prior to Company starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal.

If this is a change or addition to Services currently received by Customer at the service location, this Service Schedule supersedes the existing Service Schedule or Proposal related to the location; however, if only a partial list of the Services that Customer is currently receiving at such service location is set forth herein, this Service Schedule merely supplements the existing Service Schedule or Proposal. The term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, for existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Service Schedule.

Availability and speeds are not guaranteed and are affected by wireless signal strength. Maximum bandwidth for backup is 2 Mb regardless of the amount of bandwidth a customer has. Customer may not remove the wireless card from the service address. Service can be used as a backup for Windstream MPLS, but real time quality of service is not available. Service is for backup purposes only.

Notes:**Customer Initials:** _____**Date:** _____