

Account Executive: David Hagan  
 Phone: (502) 410-7385 ext:  
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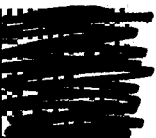
## Business Class Customer Service Order

Email: david.hagan@twcable.com

Order # 04303026

<b>Customer Information: Customer Code</b>				
<b>Business Name</b>	Board of Education of Marion County		<b>Customer Type:</b>	
<b>Federal Tax ID</b>	<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>		
*****7572				
<b>Billing Address</b>			<b>Account Number</b>	
755 E MAIN ST LEBANON KY 40033				
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>		
Tim Lyons	(270) 692-3721	thomas.lyons@marion.kyschools.us		
<b>Authorized Contact</b>				
<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>			
Tim Lyons	(270) 692-3721 thomas.lyons@marion.kyschools.us			
<b>Technical Contact</b>				
<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>			
<b>Ethernet Service Information – Ethernet Private Line</b>				
<b>Address A-location</b>	<b>Address Z-location</b>	<b>Speed</b>	<b>Circuit Type</b>	<b>Circuit Price</b>
735 E Main St, Lebanon, KY 40033	1155 Highway 327, Lebanon, KY 40033	1.0 Gbps	Metro	\$1,525.00
735 E Main St, Lebanon, KY 40033	8175 Loretto Rd, Loretto, KY 40037	1.0 Gbps	Metro	\$1,525.00
735 E Main St, Lebanon, KY 40033	3345 Highway 208, Lebanon, KY 40033	1.0 Gbps	Metro	\$1,525.00
735 E Main St, Lebanon, KY 40033	420 W Main St, Lebanon, KY 40033	1.0 Gbps	Metro	\$1,525.00
<b>Monthly Recurring Ethernet Charge At 1155 Highway 327 , Lebanon KY 40033</b>				
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>	<b>Contract Term</b>
Ethernet: EPL - Intrastate, Ethernet: 1.0 Gbps	1	\$762.50	\$762.50	60 Months
<b>Total</b>			<b>\$762.50</b>	

<b>Monthly Recurring Ethernet Charge At 3345 Highway 208 , Lebanon KY 40033</b>				
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>	<b>Contract Term</b>
Ethernet: EPL - Intrastate, Ethernet: 1.0 Gbps	1	\$762.50	\$762.50	60 Months
<b>Total</b>			<b>\$762.50</b>	



### Monthly Recurring Ethernet Charge At 420 W Main St , Lebanon KY 40033

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Ethernet: EPL - Intrastate, Ethernet: 1.0 Gbps	1	\$762.50	\$762.50	60 Months
<b>Total</b>			<b>\$762.50</b>	

### Monthly Recurring Ethernet Charge At 735 E Main St , Lebanon KY 40033

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Ethernet: EPL - Intrastate, Ethernet: 1.0 Gbps	1	\$762.50	\$762.50	60 Months
Ethernet: EPL - Intrastate, Ethernet: 1.0 Gbps	1	\$762.50	\$762.50	60 Months
Ethernet: EPL - Intrastate, Ethernet: 1.0 Gbps	1	\$762.50	\$762.50	60 Months
Ethernet: EPL - Intrastate, Ethernet: 1.0 Gbps	1	\$762.50	\$762.50	60 Months
<b>Total</b>			<b>\$3,050.00</b>	

### Monthly Recurring Ethernet Charge At 8175 Loretto Rd , Loretto KY 40037

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Ethernet: EPL - Intrastate, Ethernet: 1.0 Gbps	1	\$762.50	\$762.50	60 Months
<b>Total</b>			<b>\$762.50</b>	

### One Time Ethernet Charge At 1155 Highway 327 , Lebanon KY 40033

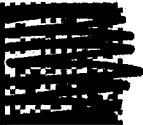
Description	Quantity	Sales Price	Total
Ethernet Install	1	\$250.00	\$250.00
<b>Total</b>			<b>\$250.00</b>

### One Time Ethernet Charge At 3345 Highway 208 , Lebanon KY 40033

Description	Quantity	Sales Price	Total
Ethernet Install	1	\$250.00	\$250.00
<b>Total</b>			<b>\$250.00</b>

### One Time Ethernet Charge At 420 W Main St , Lebanon KY 40033

Description	Quantity	Sales Price	Total
Ethernet Install	1	\$250.00	\$250.00
<b>Total</b>			<b>\$250.00</b>



**One Time Ethernet Charge At 735 E Main St , Lebanon KY 40033**

Description	Quantity	Sales Price	Total
Ethernet Install	1	\$250.00	\$250.00
Ethernet Install	1	\$0.00	\$0.00
Ethernet Install	1	\$0.00	\$0.00
Ethernet Install	1	\$0.00	\$0.00
<b>Total</b>			<b>\$250.00</b>

**One Time Ethernet Charge At 8175 Loretto Rd , Loretto KY 40037**

Description	Quantity	Sales Price	Total
Ethernet Install	1	\$250.00	\$250.00
<b>Total</b>			<b>\$250.00</b>

**Total Order Summary for Board of Education of Marion County**

Monthly Charges	One Time Fees
\$6,100.00	\$1,250.00
*Prices do not include taxes and fees.	

**Special Terms**

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

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

The Special Terms set forth in the Special Terms Addendum attached to this Service Order are hereby incorporated into the Service Agreement and shall take precedence over any conflicting or inconsistent terms therein.

**Electronic Signature Disclosure**

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

\_\_\_\_\_  
Authorized Signature for Time Warner Cable Enterprises LLC

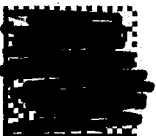
\_\_\_\_\_  
Authorized Signature for Customer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



## Service Agreement



This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

### Time Warner Cable Information

#### Time Warner Cable Enterprises LLC

Street: 10168 Linn Station Road Suite 220

City: Louisville

State: KY - Kentucky

Zip Code: 40223

Contact: David Hagan

Telephone: (502) 410-7385

Facsimile: (704) 697-4684

### Customer Information


Customer Name (Exact Legal Name): Board of Education of Marion County			Federal ID No: *****7572	
Billing Address: 755 E MAIN ST	Suite:	City: LEBANON	State: KY	Zip Code: 40033
Billing Contact Name: Tim Lyons	Phone: (270) 692-3721		E-mail: thomas.lyons@marion.kyschools.us	
Authorized Contact Name: Tim Lyons	Phone: (270) 692-3721		E-mail: thomas.lyons@marion.kyschools.us	

### Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT [WWW.TWCBC.COM/LEGAL](http://WWW.TWCBC.COM/LEGAL)), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

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

### Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
	By:
(printed):	Name (printed):
	Title:
Date:	Date:

## Time Warner Cable Business Class Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Ethernet fiber-based service (the "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC's own network ("On-Net") and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or port level, and any applicable credits are issued only for the affected On-Net circuit or port (the "Affected Service").

### I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	Metro Market – 10ms WAN - 25ms WAN Exceptions – 45ms National – 125ms	<2ms within Metro Market <4ms within WAN	<0.1%

### II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to transmit and receive network traffic between Customer's A and Z Locations. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

TWC will classify Service problems as follows:

Priority	Criteria
Priority 1	a. Service Disruption resulting in a total loss of Service; or b. Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service; or b. A single non-circuit specific quality of Service inquiry.

### III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

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

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

#### IV. Mean Time to Restore ("MTTR")

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

MTTR per calendar month is calculated as follows:

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

#### V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). TWC measures frame delay using a standard 64 byte ping between the closest TWC network hubs to corresponding Customer A and Z locations in a roundtrip fashion.

Latency / Frame Delay is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$



Latency / Frame Delay Targets for Services in defined Metro Area Markets, WAN, WAN Exceptions and National are as follows:

<b>Metro Area Market – 10ms Latency</b>	<b>WAN – 25ms Latency</b>	<b>WAN Exceptions – 45ms Latency</b>	<b>National – 125ms Latency</b>
Round trip where both sites A and Z are <i>within</i> the same Metro Area Market	Round trip <i>between</i> any 2 Metro Area Markets within the same WAN	Round trip <i>between</i> any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are within the same WAN Exception, the Latency target is 10ms.	Round trip <i>between</i> any two WANs
<ul style="list-style-type: none"> <li>• Austin, TX</li> <li>• Beaumont, TX</li> <li>• Corpus Christi, TX</li> <li>• Laredo, TX</li> <li>• San Antonio, TX</li> <li>• Dallas, TX</li> </ul>	Texas WAN	<ul style="list-style-type: none"> <li>• El Paso, TX</li> <li>• Rio Grande Valley, TX</li> <li>• Del Rio, TX</li> <li>• Eagle Pass, TX</li> <li>• Wichita Falls, TX</li> <li>• Kansas City, KS,</li> <li>• Kansas City, MO</li> <li>• Lincoln, NE</li> </ul>	
<ul style="list-style-type: none"> <li>• North Los Angeles, CA</li> <li>• South Los Angeles, CA</li> <li>• Desert Cities, CA</li> <li>• Palm Springs, CA</li> <li>• Yuma, AZ</li> <li>• San Diego, CA</li> </ul>	PacWest WAN	<ul style="list-style-type: none"> <li>• Coeur d'Alene, ID</li> <li>• Gunnison, CO</li> <li>• Telluride, CO</li> <li>• Pullman, WA</li> <li>• Libby, MT</li> </ul>	
<ul style="list-style-type: none"> <li>• Island of Hawaii</li> <li>• Island of Oahu</li> <li>• Island of Kauai</li> <li>• Island of Kahului</li> <li>• Island of Molokai</li> </ul>	Hawaii WAN	<ul style="list-style-type: none"> <li>• N/A</li> </ul>	
<ul style="list-style-type: none"> <li>• Columbus, OH</li> <li>• Cincinnati, OH</li> <li>• Dayton, OH</li> <li>• Akron, OH</li> <li>• Cleveland, OH</li> <li>• Lima, OH</li> <li>• Louisville, KY</li> <li>• Lexington, KY</li> <li>• Green Bay, WI</li> <li>• Appleton, WI</li> <li>• Milwaukee, WI</li> </ul>	Mid-West WAN	<ul style="list-style-type: none"> <li>• Bolivar, TN</li> <li>• Charleston, WV</li> <li>• Clarksburg, WV</li> <li>• Richmond, KY</li> <li>• Terre Haute, IN</li> </ul>	
<ul style="list-style-type: none"> <li>• New York City (including all surrounding boroughs and metro areas in New Jersey and Pennsylvania)</li> <li>• Albany, NY</li> <li>• Buffalo, NY</li> <li>• Rochester, NY</li> <li>• Syracuse, NY</li> <li>• Hudson Valley, NY</li> </ul>	Northeast/ NYC WAN	<ul style="list-style-type: none"> <li>• Portland, ME</li> </ul>	

<b>Metro Area Market –</b> 10ms Latency	<b>WAN –</b> 25ms Latency	<b>WAN Exceptions –</b> 45ms Latency	<b>National –</b> 125ms Latency
Round trip where both sites A and Z are <i>within</i> the same Metro Area Market	Round trip <i>between</i> any 2 Metro Area Markets within the same WAN	Round trip <i>between</i> any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are within the same WAN Exception, the Latency target is 10ms.	Round trip <i>between</i> any two WANs
<ul style="list-style-type: none"> <li>• Greensboro, NC</li> <li>• Raleigh, NC</li> <li>• Charlotte, NC</li> <li>• Fayetteville, NC</li> <li>• Asheville, NC</li> <li>• Wilmington, SC</li> <li>• Florence, SC</li> <li>• Columbia, SC</li> <li>• Myrtle Beach, SC</li> <li>• Hilton Head, SC</li> <li>• Charleston, SC</li> <li>• Greenville, SC</li> </ul>	Carolinas WAN	<ul style="list-style-type: none"> <li>• Atlanta, GA</li> <li>• Augusta, GA</li> <li>• Birmingham, AL</li> <li>• Dothan, AL</li> <li>• Huntsville, AL</li> <li>• Chattanooga, TN</li> <li>• Knoxville, TN</li> <li>• Nashville, TN</li> </ul>	

## VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received (\%)}$$

## VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation =	Sum of the Frame Delay Variation measurements for an On-Net Service
	Total # of measurements for an On-Net Service

## VIII. Network Maintenance

### Maintenance Notice:

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

### Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.



## IX. Remedies

### Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an off-set against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

### Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.

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SPECIAL TERMS TO MARION COUNTY PUBLIC SCHOOLS SERVICE ORDER NO. 04303026

Notwithstanding anything to the apparent contrary herein, the Initial Order Term of this Service Order shall be one year from its Effective Date, with four (4) additional one-year Renewal Order Terms, which shall automatically extend this Service Order without need for further action by either Party, unless either Party delivers proper notice of its intent to terminate the Services at the conclusion of the then-current Order Term. Customer shall have the right to terminate the Services hereunder after the Initial Order Term, without incurring early termination charges, provided that: (a) Customer delivers to TWC with at least sixty (60) days prior written notice of its intention to terminate; (b) Customer has paid TWC all amounts due and owing at the time of such termination for all Services provided by TWC; and (c) Customer promptly pays to TWC, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the terminated Services, and any costs and expenses incurred by TWC to terminate the terminated Services, including, without limitation, any applicable third-party termination liability charges. If, during the three (3) year period following such termination, Customer opts to reinstate the same or substantially similar replacement Services, Customer agrees to enter into a new agreement with TWC for substantially similar services for a term not less than the portion of the combined five-year Term remaining at the time of termination.

**Non-Appropriation.** If the funds sufficient to pay the Customer's obligations under a Service Order are not appropriated for a fiscal year (a "Non-Appropriation"), the Customer shall have the right to terminate, without penalty, such Services at a Service location listed on a Service Order, provided that Customer shall (a) provide TWC with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay TWC all amounts due and owing at the time of such Non-Appropriation for all Services provided by TWC pursuant to the Master Agreement; (c) pay to TWC, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by TWC to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly shall cease all use of any software provided by TWC hereunder for such Service, and shall return such software to TWC; and (e) return to TWC or permit TWC to remove, in TWC's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the repair or replacement of any Equipment not returned in accordance with this paragraph. If Customer obtains funds that are legally available and sufficient to pay the applicable Service charges for the Services, Customer agrees to enter into a new agreement with TWC for substantially similar services for a term not less than the portion of the Initial Order Term remaining at the time of the Non-Appropriation, which obligation shall expressly survive any termination of the Master Agreement.

Section 12.0 (Indemnification) of the Terms and Conditions is amended and replaced with the following language: As allowed by applicable Kentucky law, Customer shall defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 of these Terms and Conditions; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; or (c) any fees, fines or penalties incurred by TWC as a result of Customer's violation of the 10% Rule as set forth in Attachment D.

Section 22.0 (Governing Law; Jurisdiction; Claims) of the Terms and Conditions is hereby amended and restated in its entirety to read as follows: **The interpretation, validity and enforcement of the Master Agreement, and all legal actions brought under or in connection with the subject matter of the Master Agreement, shall be governed by the law of the State of Kentucky (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).** Any claim that Customer wishes to assert under the Master Agreement must be initiated not later than one (1) year after the claim arose.

Attachment B (Voice Services) is hereby amended by adding the words "as allowed by applicable Kentucky law," after the phrase "In such areas," in the following sentence: "In such areas, Customer further agrees to defend,

indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to 911 calls made by end users of the Voice Service from locations other than the Master Address."

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