



**Level 3 Communications:
Order, Rev.2**

Quote Id : Q1-562460711
Issue Date : March 29, 2012
Valid Through : April 28, 2012

Prepared For :

City of Leesburg
1-5JP78M
501 West Meadow Street
Leesburg, FL, 34749

Srv ID /Srv Comp ID	Location	Component /Configuration	Net Price	MRC	NRC	YRC	IRU
BBYF8211		HSIP Service		\$2531.50	\$0.00	\$0.00	\$0.00
		Action Code	Add				
		Port Rate Limiting	N/A				
		Region	NA				
		Service Role	Primary				
		Term	3 Year				
		<i>Install Charge</i>	\$0.00				
BBGT06760		Flat Rate Billing Option					
		Action Code	Add				
		Routing Type	Standard Full Routes				
		<i>Monthly Charge</i>	\$2531.50				
BBGR75184		Logical-to-Port Relationship(Connected Service Id: BBGR75166; ORLANDO)					
		Action Code	Add				
IP Services Subtotal				\$2531.50	\$0.00	\$0.00	\$0.00
BBYF8207		Wavelengths		\$4468.50	\$2650.00	\$0.00	\$0.00
		Action Code	Add				
		Bandwidth	GIG-E				
		Circuit Diversity Required	No				
		Designed for Diversity	No				
		Latency Guarantee Level	None				

Srv ID /Srv Comp ID	Location	Component /Configuration	Net Price	MRC	NRC	YRC	IRU
		Non-Standard Diversity Required?		No			
		Private Dedicated Network Egress Channel(s)					
		Private Dedicated Network Ingress Channel(s)					
		Private Dedicated Network Routing Protection		Unprotected			
		Term		3 Year Lease			
		Universal Service Fund (USF) Treatment		U.S. Interstate			
		Uses Private Dedicated Network?		No			
BBGS61569	1101 ESTATE DR TAVARES, FL 32778-	CPA/CPF(Access A)					
		Action Code		Add			
		<i>MRC Charge(Access A)</i>	\$212.50				
		<i>Install Charge(Access A)</i>	\$150.00				
BBGR75164	TAVARES - ORLANDO	Transport Connection(Connection)					
		Action Code		Add			
		<i>MRC Charge(Connection)</i>	\$4256.00				
		<i>Install Charge(Connection)</i>	\$2500.00				
BBGS61650	TAVARES - ORLANDO	Connection Segment					
		Action Code		Add			
BBGR75165	380 S LAKE DESTINY RD ORLANDO, FL 32810-6226	Port Terminated Access(Access Z)					

Srv ID /Srv Comp ID	Location	Component /Configuration	Net Price	MRC	NRC	YRC	IRU
		Action Code Add					
		<i>MRC Charge(Access Z)</i>	\$0.00				
		<i>Install Charge(Access Z)</i>	\$0.00				
BBGR75166		Level 3 Port					
		Action Code Add					
		Port Bandwidth GIG-E					
		Service Role Primary					
		Term No Term Commitment					
		<i>Install Charge</i>	\$0.00				
		<i>Monthly Charge</i>	\$0.00				
Transport Services Subtotal				\$4468.50	\$2650.00	\$0.00	\$0.00
Total				\$7000.00	\$2650.00	\$0.00	\$0.00

Terms and Conditions

1. This document is confidential and may not be disclosed to third parties; it is non-binding unless it is executed by Customer and accepted by Level 3 as provided in Section 4 below.
2. The pricing stated herein is contingent on Service availability (as determined by Level 3). This Order supersedes any prior Order from Level 3 for the Service set forth herein. Services may be provided by Level 3 or a Level 3 affiliate. Pricing for off-net Service is subject to change by Level 3. Any local access pricing in the United States based on NPA/NXX is Level 3's estimate of such pricing only.
3. The demarcation point for the Service shall be as stated herein, provided that if a generic demarcation point (such as a street address) is provided, the demarcation point for on net services shall be Level 3's Minimum Point of Entry at the stated demarcation point (as determined by Level 3) and off-net demarcation points shall be as determined by Level 3 consistent with the applicable Service Schedule. Even if included in this Order (which sometimes occurs for operational reasons) Customer shall have no remedies against Level 3 for any service or part thereof procured by Customer from any third party.
4. Customer may order the Service stated herein by signing or otherwise acknowledging (in a manner acceptable to Level 3) this Order and returning it to Level 3, at which time this Order shall become a Customer Order. The Service identified in this Customer Order shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Level 3 and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement) applicable to such Service. If Customer has not executed a Master Services Agreement with Level 3 but has executed a services agreement with an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply (to the Service to the extent not inconsistent with this Customer Order) provided that in all cases, the then current Level 3 Service Schedule applicable to the Services shall apply. In the event that Level 3 and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, then Level 3's standard Master Service Agreement/Service Schedule(s) (as of the date of this Customer Order) shall govern, a copy of which are available upon request.
5. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Customer Order. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service. This Section 5 is binding on the parties notwithstanding Section 1 above.
6. All transport services ordered from Level 3 will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) by requesting that Level 3 designate them as such in this Order above, but only where the transport services are sold on a stand alone basis, the end points for the service are located in the same state and neither end point is a Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Order.
7. Charges for certain Services are subject to (a) a property tax surcharge of 4.0%, and (b) a cost recovery fee of 2.5% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 on written notice to Customer, and shall be applied regardless of whether Customer has delivered a valid sales tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.level3.com/taxes
8. For Service ordered in the United States, the following expedite charges will be added to the NRC when the Customer's requested delivery date is inside Level 3's published standard interval duration (as stated in the Level 3 Customer Handbook, available from your account representative or via the Level 3 enabled portal) from the day of clean order receipt (as determined by Level 3):

\$750 per onnet DS1 and DS3 circuit	\$1500 per onnet OC-3 & OC-12	\$3000 per onnet OC48
\$1500 per onnet EPL circuit	\$2500 per onnet wavelength circuit	\$1000 per offnet DS1 and DS3 loop
\$1500 per offnet OC-3 and OC-12 loop	\$3000 per offnet OC-48 loop	

For expedited Service containing both on-net and off-net components, separate fees will apply to each expedited component. Expedite charges do not apply to Service ordered in Europe.
9. In the event that Customer cancels Services prior to the end of the service term, or in the event that Level 3 cancels Service as a result of Customer's breach, termination charges (as set forth in the applicable service) agreement shall apply. Unless otherwise agreed to in writing by the parties, CPE provided pursuant to this Customer Order shall remain the property of Level 3. Notwithstanding the foregoing, to the extent title to and license rights for any CPE hardware or software is being transferred to Customer, such title and license rights, if any, will pass directly from a third-party supplier. Additional charges such as local, state and federal taxes, and surcharges may apply.
10. Level (3) does not currently offer Jumbo Framing (MTU > 1522 bytes) for Level (3) Services with Off-Net Ethernet access solutions.

Customer submits this Order as a Customer Order

Authorized Customer Signature _____ **Date of Customer Order** _____

Printed Name _____ **Title** _____