US LEC"

THIS CL	JSTOMER SEF	RVICE AGREEMENT	(this "Agreeme	nt") is made by	and between:		
US LEC	of Tennessee	Inc. ("US LEC"), havir	g a place of bu	isiness at 6801	Morrison Bivd, Cha	riotte, NC 28211;	and
		AMEC					
	er Name:	Arriec Earth & Enviro	nmental				
	Incorporation:	RY NV					
•	Address:	11003 Bluegrass Pa		240			
City:	Louisville	······································	State KY		Zip	40299	
Contact	Name:			Title			
Phone: Email:	XXXXX	1 m. Klieby		Fax			-
	mpt Certificate	Number*					
• (Plea	ase attach a copy	of your tax exempt cert	ficate. You will b		his documentation is	not provided.)	
Billing A	ddress (if differ	ent): 11003 Bluegra	ss Parkway	#690			
City:	Louisville		State: KY	Y	Zip:	40299	
which a	ire a material at a later date.	ubject to the terms part of this Agreem Subject to all such ne services identified	ent and are ap terms and cor	pplicable to al nditions, US LI	l services ordered EC agrees to provi	hereunder, who	ether at this
<u>Minimu</u> \$ 500	m Monthly Cor Custon	mmitment:					
<u>Minimu</u>	m Term Comm	itment:					
36month	าร	Customer Initials:	that?				

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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GENERAL TERMS AND CONDITIONS

- 1. Agreement Subject to Tariffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth In this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and after its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantee.</u> If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC falls to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. <u>Term; Automatic Renewal.</u> This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. Termination. (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US WEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equilable termination.

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- 7. Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, 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 US LEC 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 the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorney's fees, that arise out of the Customer's failure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not alter, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
- Authorization to Perform Testing; Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC 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 US LEC 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 Services 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 Services; (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.
- Intellectual Property. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. <u>Certain Damages.</u> Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

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- 12. <u>Special Construction.</u> Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC; Disclaimer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. <u>Credit Information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(les) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement: Modification; Waiver. This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- 20. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- Assignment; Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

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US LEC"

Date:

Appointment of Agent

				тррошини		
oice / d	lata Internet ::	AMEC				
Custon	ner Name:	Amec Earth & Environmen	tal			
Physical Address:		11003 Bluegrass Parkway	#690)		
City:	Louisville	State			Zip:	40299
conne	ection with this	Agreement between US LE	C and Custo	mer, Custome	er hereby appoint	s US LEC to act as its age
		 a. Local Exchange C b. Long Distance can c. Other and/or Spec d. Facility Providers e. Joint User Groups f. Equipment Vendo g. Consultants 	riers, includi cialized Com		ited to, AT&T Cor	rp, Sprint, and MCI
S LEC	will not chang	s of ordering, changing and/ope Customer's long distance	carrier witho	ut Customer's	prior written auth	norization.
Main A	Account Billin	g Telephone Number				
All As:	sociated Cus	tomer Accounts				
Custom	ner: Amec E	arth & Environmental		US LEC	of Tennessee Life	D
Ву;	Don	an-Kaeli		Ву:	James	le
Vame:	Lar	a M. Kaelin		Name:	Paul	Carle
	Δ 1			•	^	5

CONFIDENTIAL

Title:

Date:

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Attachment A

Ref #: 105805

Term: 36 months

Created By: Knauss, Jay Total MRC: \$555.00 Total NRC: (\$1,000.00)

Amec Earth & Environmental 11003 Bluegrass Parkway Suite

Louisville, KY 40299

AMEC Earth & Environmental 11003 Bluegrass Parkway suite 690

LOUISVILLE, KY 40299

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic	A CONTRACTOR OF THE CONTRACTOR		1		\$1,000.00
	T1 Access NRC		1		
Power 1.0			1	\$548.50	
Later de la later de later de later de la later de later de later de la later de later de later de la later de la	Domestic LD Bundle - 5000		1		
7 - T	Voice Trunk		15		
	D-Channel		1		
	Automatic Number Identification		1		
Voice - Local & LD	DID Numbers Group of 20	\$3.25	2	\$6.50	
Account - Services	Conversion Credit	(\$2,000.00)	1		(\$2,000.00)
			Tatal	PEEE OO	/£4 000 00)

Total \$555.00 (\$1,000.00)

Customer Officer Initials

USLEC Officer Initials

The rates disclosed herein do not include federally- or state-regulated surcharges and fees (which include but are not limited to USF, TRS, E911, 5 nd Payroon 6 surcharges) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated on the Attachment, US LEC does not charge CALC, EUCL, FCC Charge, PICC, Long Distance Access, LNP, or Single Bill Fees. If inside wining or demarc extension is required, charges will PUBLIC SERVICE apply.

COMMISSION OF KENTUCKY 03/24/2006 FRI 11:05 FAX

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US LEC.

voice / data / internet *			
THIS CUSTOMER SER US LEC of Tennessee	VICE AGREEMENT (this "Agreement") is no. ("US LEC"), having a place of busines	made by and between: s at 6801 Morrison Blvd, Char	atte, NC 28211; and
Gustomer Name:	Datamax - Blankenbaker Pkwy		·
State of Incorporation:	KY		1
Physical Address: City: Louisville	406 Blankenbaker Pkwy Ste J State KY	Zlo	40243-1881
Contact Name:		Fitte	70270-1401
Phone:		ex	
Email;	Noab - at		
Tax Exampt Certificate	number" of your tax exempt certificate. You will be cha	rand tay if this decumentation is	ot omylded \
(Figase dilacit a cop)		iged tax in this documentation is	iot provided.)
Billing Address (If differ	ant): Attn: Accounts Payable		
City: Louisville	State: KY	Zip:	40243-1881
Minimum Monthly Cor	er Initials:	· · · · · · · · · · · · · · · · · · ·	
Based on the Minimum pricing shown in the Pub	Monthly Commitment and Minimum Term illshed Rates, Terms and Conditions (here	Commitment, Customer will re Inafter defined) and herein on	oceive the product specific Attachment A.

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GENERAL TERMS AND CONDITIONS

- 1. <u>Agreement Subject to Tariffs.</u> This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in Ut LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are evallable by contacting US LEC, or may be found at www.uslec.com. Teriffs or price lists, if applicable to a service of US LEC, are alexantled by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the available by contacting US LEC, or the appropriate regulatory agency. Gustomer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions, the provisions of time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- 2. Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to eithe Customer's premises or the Services (whether or not authorized by Gustomer). Customer will be involved on a monthly basis. Invoices an Customer's premises or the Services (whether or not authorized by US LEC within twenty-eight (28) days of the date of the Invoice, US LEC payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the Invoice, US LEC payable upon receipt by Customer in the Invoice of the Invoice as security at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security at any time thereafter, subject to applicable laws. Customer has the affirmative obligation of providing written notice and by applicable law). Except as discretized by applicable law. Except as discretized on invoice within forty-five (45) days of the date of such Invoice. All undisputed invoice charges apporting documentation for any dispute of an invoice within forty-five (45) days of the date of such Invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Custome thereunder, including reasonable attorney's fees and expenses.
- Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment Indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to Customer fail below the Minimum Monthly Commitment. If actual amounts billed to Customer are less customer will nonstheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months. US LEC may, but shall not be required to, reducing Customer's Minimum Monthly Commitment, and after its rates accordingly, to reflect actual amounts billed to Customer in such four month pariod. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment Include voice, data and internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, auch as installation charges, expedite charges and late payment penalties commitment include: all charges or all non-recurring charges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiplications appecifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantes.</u> If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales are service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC falls to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 1! day written notice.
- 5. Term: Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless accorder terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force unit the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewel term.
- 6. Terraination. (A) if a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement Withou liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2 prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US prior to the date notice is given, or on the earliest date allowed by applicable lew or regulation. (B) If, prior to the explication of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US explication of the term of this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC termination. In the event of termination of this Agreement for any reason Customer soknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all emounts incurred by Customer through the effective date of termination Nothing contained herein or in paragraph 2 shall be construid as prohibiting US LEC from pursuing any other legal or equitable remedy tha may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach.

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US LEC.

- 7. Eguloment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solety in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in end to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Including any intellectual property rights therein. Use or the Equipment may be subject to end-user licenses that are included with the Equipment, including any intellectual property rights therein. Use or other markings on the Equipment and will not cause, create or suffer any claims, license, sublicenses or security interests in, on or to the Equipment. With regard to any software components of the Equipment, Customer agrees it will not (i) use or make any copies of the software, (ii) reverse engineer, decompile, or disassemble the software, (iii) relief, it transfer, license, sublicense, or distribute the software, or (iv) create, write, or develop any derivative software or other software program that is besed on such software, or distribute the software, or (iv) create, write, or develop any derivative software or other software program that is besed on such software. Circomer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims, losses, Babilities and damages, including reasonable attorney's fees, that arise out or Customer failure to comply with the foregoing. (B) Customer agrees to refurn the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer failure to industry of the uniformal visit in the same condition at when it was originally delivered to Customer within that period. US LEC shall have the right to (s) invoice Customer for the full replacement and/or (b) pursue any other
- 8. Authorization to Perform Testing; Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of compute networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and compute systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned managed, and/or hosted by a third party service provider ("host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Hos in connection with the Services. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable afformsy's fees that prise out of Customer's failure to comply with this section Customer will Indemnify and hold US LEC and its suppliers harmless from any and all third party claims that arise out of the testing and availation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Services entail certain risks including the following possible negative improcess: (ii) performance and throughput of networks and associated routers and itemporary system unavailability and/or loss of data.
- Intellectual Property. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and
 the Equipment, including copyrights, petent rights, tredemarks, service marks, trade secrets, and other proprietary rights therein.
- Certain Damages. Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be ocused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. is an egent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tartif for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Usting for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org, when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and aubstantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org, in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer transfers its Service to another Resp.Org. US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the responsible for all outsfanding indebtachess for sarvices provided by a previous Resp.Org of or any obligations of Customer to such pravious service providers existing at the time of transfer to US LEC.

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US LEC*

- 12. Special Construction. Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEG: Disclaimer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnishing any service furnishing any portion of the Services, including directory liatings. Customer may be entitled to receive at credit for errors and contastons in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized dails originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANDAILITY OF FITTHESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR NAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PERSY ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (6) ITS PHONE EQUIPMENT IS CONF
- 15. <u>Gredit Information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency perteining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Sarvices.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeurs" event. US LEC reserves the right to amend the UB LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remainiss available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hersinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement: Modification: Walver. This Agreement and any attachments, exhibits or addends hereto, and any applicable Publishet Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement with be valid unless in writing and signed by the party against whom enforcement is sought, and no such waive shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take affect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand
- 20. Governing Law. This Agreement ishall in all respects be governed by and construed in accordance with the laws of the State of Kentuck's without regard to its choice of law rules.
- 21. Assignment: Miscellaneous, Customer may not easign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (a) pursuant to any financing, marger or reorganization of US LEC, provided only that the assignate is (censed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provides by Customer's previous carrier(s), Gustomer is solely responsible for such disconnection and for any continued billing by Customer's forme carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall no invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision, had been substituted in place thereof, consistent with the undertakings of the parties hereto. Natwithstanting anything contained herein to the contrary, neither party shall be responsible to the other for damages or lessed caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for adventising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists complied from time to time. This offer expressly limits acceptance to the pre-printed farms and conditions as se forth herein, and those contained in US LEC's Acceptable Use Policy (Incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation o

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Attachment A

Ref #: 96820 Term: 36 months Commitment: \$500.00 Datamax - Blankenbaker Pkwy 406 Blankenbaker Pkwy Ste J Louisville, KY 40243-1881

DATAMAX - BLANKENBAKER PKWY 406 BLANKENBAKER PKWY STE J LOUISVILLE, KY 40243-1881

Package/Service Type	Product_	Unit Rate	Quantity	MRC	NRC
Power Pak Basic		:	1	*	\$1,000.00
	T1 Access NRC	1	1		
Powar 1.0		· · · · · · · · · · · · · · · · · · ·	1	\$500.00	
	Domestic LD Bundle - 5000	-	1	<u>-</u>	
	Voice Line		6		
	64K Internet		10		
Voice - Tail Free	Toll Free Number	. \$3.00	1	\$3.00	
Internet - Dedicated Internet	Hosting Bronze	\$24.95	1	\$24.95	
Internet - Dedicated Internet	64K Internet	\$25.00	2	\$50.00	
Account - Services	Conversion Credit	(\$1,000.00)	1		(\$1,000.00)
		1	Total	\$577.95	\$0.00

	fla = 1 a a a
Customer Officer Initials	1+2-Date 24-MMR-06

USLEC Officer Initials Date

The rates disclosed herein do not include faderally- or state-required surcharges and fees (which include but are not limited to USF, TRS, E811, and payphone surcharges) or faderal, state and focal taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated on the Attachment, US LEC does not charge CALC, EUCL, FCC Charge, PICC, Long Distance Access, LNP, or Single Bill Fees.

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Appointment of Agent

Custo	mer Name:	Datame	x - Blankenbaker Pkw	<u>y</u>	<u> – – – </u>		<u> </u>
Physic	cal Address:	406 Bla	nkenbaker Pkwy Ste J				
City:	Louisville		State;	KY		Zip:	40243-1881
In conf in deali	ection with this ng with any or	s Agreeme all of the t	ent between US LEC a following:	nd Custo	mer, Gustomer I	nereby appoints	US LEC to act as its agent
		a. b. c. d.	- · · · - · · · · · · · · · · · · · · ·	rs, includ	ing but not limite imon Carriers	d to, AT&T Con	p, Sprint, and MCI
		e. f. Q-					
Solely ! US LEG	for the purpose C will not chan	es of order ge Custon	ing, changing and/or n her's long distance can	naintainin rier witho	g US LEC's prov ut Customer's pr	rision of the Ser ior written auth	rvices, provided, however, that orization.
THIS A	UTHORIZATI	ON SHAL	L REMAIN IN EFFEC	r until	MODIFIED OR F	REVOKED IN V	VRITING BY CUSTOMER.
-	202-4 Account Billin	<u>- ' </u>		_			
All As	sociated Cus	tomer Ac	counts	<u>.</u> .			
Custon By:	ner: Datama	x,-Blank	enbaker Pkwy		US LEC OF	Tennessee Inc	Tul
Name:	1#	MAS	D. SHULAK		Name:	Yaul Co	ie live
Title:	PK	ES/1)E	WT		Title:	Dyre	<u> </u>
Date:	2	4-M)	4R-06		Date:	3/27	٥٤
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Mar-08-06 11:40A Sterling Service Corp.

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CSA 033106 55L

Customer Name:	Sterling Services LIC						
State of Incorporation:	4104 Fort Man Road 6 4						
Physical Address: City: Louisville	4104 East Moor Road East Troop	Zip 40218					
	ik Lanhem	Title MANGUING POETNER					
Phone: 502 45		ax 502 475c5/4					
Email: Enail:	L @ Seass c/earl Cor						
Tax Exempt Certificate	Numbai ^m						
• (Please attach a copy	of your tax exempt conflicate. You will be characteristic	rged lax if this documentation is not provided.)					
	41.	•					
Billing Address (if differ							
City:	State:	Zip:					
City: This Agreement is s which are a material time or at a later date	State: Ubject to the terms and conditions so	t forth herein, and in any Addendum attached heretable to all services ordered hereunder, whether at thems, US LEC agrees to provide, and Customer agrees					
This Agreement is s which are a material time or at a later date receive and pay for, t	State: Libject to the terms and conditions so part of this Agreement and are applicable to all such terms and conditions so services identified on Attachment A	t forth herein, and in any Addendum attached heretable to all services ordered hereunder, whether at thems, US LEC agrees to provide, and Customer agrees					
This Agreement is s which are a material time or at a later date receive and pay for, to Minimum Monthly Co	State: Libject to the terms and conditions so part of this Agraement and are applied. Subject to all such terms and conditions services identified on Attachment Ammitment:	t forth herein, and in any Addendum attached heretable to all services ordered hereunder, whether at thems, US LEC agrees to provide, and Customer agrees					
This Agreement is s which are a material time or at a later date receive and pay for, to Minimum Monthly Co. \$ 500 Custon	State: Libject to the terms and conditions so part of this Agraement and are applied. Subject to all such terms and conditions services identified on Attachment Ammitment:	t forth herein, and in any Addendum attached heretable to all services ordered hereunder, whether at thems, US LEC agrees to provide, and Customer agrees					

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Retes, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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GENERAL TERMS AND CONDITIONS

- 1. Agreement Subject to Tariffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- 2. Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service Initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and after its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantee.</u> If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Term: Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. Termination. (A) if a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee walvers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer* the each.

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PUBLIC SERVICE COMMISSION OF KENTUCKY



- Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, 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 US LEC 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 the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer falls to return the Equipment within that period, US LEC shall have the right to (a) Invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorney's fees, that arise out of the Customer's failure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not alter, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
- 8. Authorization to Perform Testing; Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC and its suppliers hamnless 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 US LEC and its suppliers hamless 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 Services 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 Services; (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 res
- 9. <u>Intellectual Property.</u> US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. <u>Certain Damages.</u> Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence. Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org, in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer Is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

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- 12. <u>Special Construction.</u> Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC; Discialmer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. <u>Credit Information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement: Modification: Waiver. This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No weiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) If mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- 20. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- Assignment: Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is Ilcensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice Prasident of Sales.

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Appointment of Agent

Customer Name:		Sterling Services Lic / Employee Castlet Cleaning Info						
Physical A	iddress:	4104 526	LMoor Road	Eastmoo	8			
City: Lo	oulsville			itale: KY		Zip:	40218	
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Attachment A

Ref #: 104585 Term; 36 months

Created By: Knauss, Jay Total MRC: \$644.00 Total NRC: \$0.00

Starling Services Lic 4104 Seet Moor Road Bastmoor Rd.

Louisville, KY 40218

STERLING SERVICES LLC 4104 Seet Moor Road Eastern to E Rd LOUISVILLE, KY 40218

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Plus			1	\$50.00	
	Hosting Bronze		· 1		
	Analog & Internet Gateway		1		
· · · · · · · · · · · · · · · · · · ·	Subscription Services		1		
Maximum Power			1	\$585,00	
	Domestic LD Bundle - 5000		1		
	D-Channel		1		,
	64K Internet		10		
	Automatic Number Identification		7		<u>-</u>
	Voice Trunk	-	13	<u> </u>	
Voice - Toil Free	Toll Free Number	\$3.00	15	6u.00-/	5.00
			Total	\$544.00	50.00

* CREdit of \$ 1000.00 to be applied to First two billings.

US', IC Officer Initals,

The rates disclosed here'n de not include federally- or state-regulated surcharges and fees (which include but are not limited to USF TRS. Early land expression.CH surcharges) or federal, state and local bases, all or which the customer shall be responsible for paying as applicable. Unloss specifically stated on the Attachment, US LEC does not charge CALC. EUCL, FCC Charge, PICC, Long Distance Aucess, LNP, or Single Bill Fees. It inside wring or demand order to the property of the state of the

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GENERAL TERMS AND CONDITIONS

- Apreament Subject to Terriffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Terriffs or price lists, if applicable to e service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are authority agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- 2, Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable lews or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-helf percent (1.1/2%) per month of the balance due (or such lesser amount as is permitted by applicable lew). Except as otherwise provided by applicable lew, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such indisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Gustomer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service Initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and after its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment pendities, taxes and other government-imposed surcharges, and all charges by other carriers that are not involced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Quatomer Satisfaction Guarantee</u>. If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC falls to correct the problem to Customer's responsible satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Term: Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless aconer terminated as provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall be sutomatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the tren current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- Termination. (A) If a party materially breaches, any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its Intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the saffest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for; (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's heads.

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- 7. Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or ficensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest is and to the Equipment. Including any intellectual property rights therein. Use of the Equipment may be subject to end-user scanes that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges of enoumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, customer agrees it will not (i) use or make any copies of the software, (ii) reverse engineer, decomplie, or disassemble the suftware, (iii) sell, resalt, transfer, ilcense, sublicance, 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 US LEC and its suppliers harmless from and against any and all claims, losses, liabilities and demages, including reasonable attorney's fees, that srise out of customer's falkure to comply with the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) Invoice Customer for the full replacement value for the Equipment within that period, US LEC shall have the right to (a) Invoice Customer for the full replacement value for the Equipment and or licenses or licenses and or licenses or licenses or use the Customer. (C) To the extent US LEC is performing the Services to the extent as a provide use of its suppliers with such required for US LEC or its suppliers to access or use the Custo
- 8: Authorization to Perform Testing: Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party services provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC and its suppliers hermiess from sind against any and all claims, losses, liabilities and damages, including reasonable attorney's feas that arise out of Customer's failure to comply with this section. Customer will indemnify and hold US LEC 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 Services 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 Services; (ii) performance and throughput of networks and sesociated routers and firewalls may be temporarily degreeded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or creat
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- 19. <u>Certain Damages.</u> Customer hereby agrees to reimbured US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toli Free Service. A Resp.Org, is an agent appointed by a customer to access the national toil free database, which stores characteristics of each toil free number, and to act on the Customer's behalf in defining and administering the toil free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toil free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any outstoner. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toil Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shell apply if Customer retains US LEC as Resp.Org. when using shofter Toil Free service provider. The Customer must notify US LEC of any changes in the Customer's Resp.Org. In writing within 46 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. Is affective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toil Free Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toil Free Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toil Free Directory Listing (s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

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- Special Construction. Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs erising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- Liability of US LEC: Discialment of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Services furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the Interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES; OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS GOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PEX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. Gradit Information, Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(les) of related parties in order to receive the Services.
- 5ervice Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degredation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days followed a notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred though the following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement: Modification: Waiver. This Agreement and any attachments, exhibits or addends hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written egreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such welver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class cartified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect; (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- 20. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- 21. Assignment: Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, marger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous certeir(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be litigal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic outstomer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.usleo.com). Any additional or different terms proposed by Gustomer (either by notatio

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Appointment of Agent

City:	Address: Louisville ction with this		th Sixth Street Stete	e: KY		Zip:	40202	
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PowerTOOLS - Presale Credit Check Form

Quick Find:

Office of the Month for December 2005: Team Tamps Team of the Month for D

VIEW

ACTIONS

TOOLS

REPORTS

LINKS

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Account Details

Contacts 🛴

Workflows

Activities

History

Opportunities

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ৰ্মী Trouble Mgmt

Orders

Presale Credit Check Request

Salesperson Name: **USLEC Sales Office:**

Name of the Company:

Judy Bruk

Atianta

T-NETIX INC. LOUISVILLE METROPOLITAN DEPT. OF

CORRECTIONS

400 South Sixth Street LOUISVILLE, KY 40202

Current Provider

Parent Company:

Salesperson Phone#:

Date of the Request:

Parent Company Address

Previous Address:

Current Amount \$0.00

Revenue \$2,160.00 \$100.00

USLEC

\$0.00 \$0.00

\$2,260.00

Arbor#

Address:

Service

Main Phone

Local MRCs

Outbound LD

Account Name

T-NETIX INC. LOUISVILLE METROPOLITAN DEPT. OF CORRECTIONS

Address

400 SOUTH SIXTH STREET LOUISVILLE, KY 40202

Total

City

LOUISVILLE

Current ...

Acct: T-NETIX INC. LOUISVI.. Oppty: 4 Local Digital T1s Quote: 1 PRI with 40 DIDs w.

Date of Credit Check: 3/14/2006 Result: Approved

\$0.00 Deposit: Credit Check Done By: Mary Jones

Credit Check Note:

approval for \$ 2260.00/ mmj (D&B# 61-904-0173)

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4/4/2006

.00 .00 .00 s only	Account Name:	T-NETIX INC. LOU OF CORRECTIONS	TNC. LO	ISVILLE M	ETROPOLIT	AN DEPT.	ETROPOLITAN DEPT. AE/NAM/CAM		Bruk, Judy		
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This is what I sold In PLAIN ENGLISH 4 Digital T1s (96 Trunks One trunk Group) E&M wink start, ESF/B8ZS, One way outbound with one new BTN per T1 But only one trunk group for all 4 T1s. Please contact . LCON KEVIN 4 Digital T1s (96 Trunks One trunk Group) E&M wink start, ESF/B8ZS, One way outbound with one new BTN per T1 But only one trunk group for all 4 T1s. Please contact . LCON KEVIN 4 Digital T1s (96 Trunks One trunk Group) E&M wink start, ESF/B8ZS, One way outbound with one new BTN per T1 But only one trunk group for all 4 T1s. Please contact . LCON KEVIN 4 Digital T1s (96 Trunks One trunk Group) E&M wink start, ESF/B8ZS, One way outbound with one new BTN per T1 But only one trunk group for all 4 T1s. Please contact . LCON KEVIN 4 Digital T1s (96 Trunks Group) E&M wink start, ESF/B8ZS, One way outbound with one new BTN per T1 But only one trunk group for all 4 T1s. Please contact . LCON KEVIN 4 Digital T1s (96 Trunks Group) E&M wink start, ESF/B8ZS, One way outbound with one new BTN per T1 But only one trunk group for all 4 T1s. Please contact . LCON KEVIN 4 Digital T1s (96 Trunks Group) E&M wink start, ESF/B8ZS, One way outbound with one new BTN per T1 But only one trunk group for all 4 T1s. Please contact . LCON KEVIN 4 Digital T1s (96 Trunks Group) E&M wink start, ESF/B8ZS, One way outbound with the per T1 But only one trunk group for all 4 T1s.									Grand Tota		\$2,260.00
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BTN Porting Please check all that apply Verizon Other (please list) Sprint Bellsouth PORTING STOM

NO PORTING

Other (please list)

Ro Porting on this order

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OF KENTUCKY

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SECURUS TECHNOLOGIES

PAGE 08



Attachment A

Ref #: 105970

Term: 24 months Created By: Bruk, Judy Total MRC: \$2,064.00 Total NRC: \$0.00

T-Netix Inc. Louisville Metropolitan Dept. Of Corrections 400 South Sixth Street Louisville, KY 40202

T-NETIX Inc. LOUISVILLE METROPOLITAN DEPT. OF CORRECTIONS 400 South Sixth Street **LOUISVILLE, KY 40202**

Package/Service Type	Product		Unit Rate	Quantity	MRC	NRC
Power Pak Basic				1		\$1,000.00
	T1 Access NRC			1		
Power Pak Basic		: :		1		\$1,000.00
	T1 Access NRC	:		1		
Power Pak Basic				1		\$1,000.00
	T1 Access NRC	:		1		
Power Pak Basic	,	_ :		1		\$1,000.00
	T1 Access NRC	. ,		1		
Voice - Local & LD	Voice Trunk	;	\$21.50	96	\$2,064.00	
Voice - Conferencing	Conferencing		\$0.00	1	\$0.00	
Account - Services	Conversion Credit		(\$4,000.00)	1		(\$4,000.00)
				Total	\$2,064.00	\$0.00

USLEC Officer Inflife

The rates disclosed herein do not include federally- or state-regulated surcharges and fees (which include but are not limited to USF, Tr s. 2011, and pays home surcharges) or federal, state and local taxes, all of which the outlower shall be responsible for paying as applicable. Unless specifically stated on the rate three r, eS LEC does not charge CALC, EUCL, FCC Charge, PICC, Long Distance Access, LNP, or Single Bill Fees. If finalds wining or demand expension is required, charges and apply,

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4/4/2006

US LEC OF TN INC
US LEC

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US LEC' roico / data / laternet*

US LEC of Tennessee	inc. ("US LEC"), having a place of busi	ness at 6	801 Morrison Bivd, Cha	riotte, NC 28211; and				
Customer Name:	Law Office Of John Plymire							
State of Incorporation:	KY							
Physical Address:								
City: Louisville	State KY		Zip	40202				
Contact Name:	John Primite	Title	Outres					
	<u> 30 - 4650 </u>	_ Fax _	(502) 499-0840	· · · · · · · · · · · · · · · · · · ·				
Email: Yohn Tax Exempt Certificate	lymire C hotmail. com							
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(Please auach a cop)	y of your tax exempt certificate. You will be	charged te	X II TITIS COCUMENTATION IS	not provided.)				
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City:	State:		Zip:					
which are a material time or at a later date receive and pay for, the Minimum Monthly Co. \$ 500 Custon Minimum Term Comm	ner Initials:	ilcable to itions, U	o all services ordered S LEC agrees to provi	l hereunder, whether at this				
36months	Customer initials:							

THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between:

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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GENERAL TERMS AND CONDITIONS

- 1. Agreement Subject to Tariffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uelec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- 2. Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be involced on a monthly basis, involces are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the involce, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service Initiation) where actual amounts bified to Customer tall below the Minimum Monthly Commitment, Customer will nonetheless be bified for and agrees to pay the Minimum Monthly Commitment. If actual amounts bified to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and after its rates accordingly, to reflect actual amounts bified to Customer in such four month pariod. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedits charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other camers that ere not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. Customer Satisfaction Guarantee. If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC falls to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice:
- 5. Term: Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sconer terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. Termination. (A) if a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) if, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (control terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee walvers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitedie/AntirelyPitel NCH may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's begal or equitedie/AntirelyPitel NCH

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- 7. Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as cutlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any Intellectual property rights therein. Use of the Equipment may be subject to end-user ticenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges or encumbrances or security Interests in, on or to the Equipment: With regard to any software components of the Equipment, Customer agrees it will not (i) use or make any copies of the software, (ii) reverse engineer, decompile, or discussemble the software, (iii) self, reself, 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 US LEC and its suppliers harmless from and against any and all claims, losese, liabilities and damages, including reasonable attorney's fees, that arise out of Customer's failure to comply with the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customery wear and to are. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or locensed by Customer (the "Customer Equipment"). Customer ag
- 8. Authorization to Perform Teating: Associated Risks. Certain isws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to; (I) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to Indemnify, defend and hold US LEC and its suppliers harmless from any against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that srise out of Customer's fallure to comply with this saction. Customer will indemnify and hold US LEC 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 Services 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 Services; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degreeded; (iii) degreedation of bandwidth; and (iv) Customer computer systems may hang or cra
- 9. Intellectual Property. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. <u>Certain Damages.</u> Customer hereby agrees to relimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. Is an agent appointed by a customer to access the national toil free database, which stores characteristics of each toil free number, and to act on the Customer's behalf in defining and administering the toil free number(s) in the national database used by the Customer. US LEC provides Resp.Org, functions in accordance with Bell Operating Companies joint tariff for access to the toil free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as Bl Resp.Org, for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to subscribe to Toil Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates. Terms and Conditions shall apply if Customer retains US LEC as Resp.Org, when using another Toil Free service provider. The Customer must place each Toil Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. In writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toil Free Directory Listing Service in behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toil Free Directory Listing(s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous services providers existing at the time of transfer to US LEC.

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- 12. Special Construction. Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. <u>Liability of US LEC: Disclaimer of Warranties.</u> The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer. for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have itability for any fraudulant or unauthorized calls originating from or terminating to Custother's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT, US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PEX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY I CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 16. <u>Credit Information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(les) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a mailclous action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (a) is caused by an "Act of God" or other "force majoure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.usiec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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US LEC OF TN INC
US LEC

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- 16. Entire Agreement: Modification: Waiver. This Agreement and any attachments, exhibits or addends hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject malter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. <u>Notices.</u> All notices hereunder shall be in writing and malled first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shell take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- 20. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- 21. Assignment: Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (0) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed as if no containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference an

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COMMISSION OF KENTUCKY

Law Office Of John Plymire

539 West Market Street

US LEC OF TN INC
US LEC

Suite 400

KY

State:

☑ 006/007 ☑ 006 ☑ 008/007

US LEC.

Customer Name:

Physical Address:

City:

Louisville

Appointment of Agent

Zlp:

40202

	ith this Agreeme any or all of the f		ier, Custo	mer hereby appoints US LEC to act as its agent
	b. c. d. e. f.	Local Exchange Carriers Long Distance carriers, including Other and/or Specialized Community Facility Providers Joint User Groups Equipment Vendors Consultants		imited to, AT&T Corp. Sprint, and MCI rs
Solely for the pu US LEC will not	irposes of orderi change Custom	ng, changing and/or maintaining er's long distance camer without	US LEC's	s provision of the Services, provided, however, that r's prior written authorization.
THIS AUTHORI	ZATION SHALI	. REMAIN IN EFFECT UNTIL M	ODIFIED	OR REVOKED IN WRITING BY CUSTOMER.
	199 - 21 Billing Telepho	one Number		
Customer	aw Office Of Joh	Di-	TO TO	
By:	()	in Flynne	Ву:	C of Tennessee Inc.
Name:	John Prim	184	Name:	COPPEN
Title:	owner.		Title:	Annator of Salua
Date:	8 feb ob		Date:	2/9/06

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OF KENTUCKY



Attachment A

Ref #: 99075 Term: 36 months Commitment: \$500.00

Law Office Of John Plymire 539 West Market Street Louisville, KY 40202

Law Office of John Plymire 539 West Market Street LOUISVILLE, KY 40202

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic		·····	1		\$1,000.00
	T1 Access NRC		1		
Power 1.0			1	\$500.00	
	Domestic LD Bundle - 5000		1		······································
	Volce Line		в		
	64K Internet		10		
Internet - Dedicated Internet	Analog & Internet Gateway NRC	\$2,000.00	1		\$2,000.00
Internet - Shared Hosting	Hosting Branze	\$24.85	1	\$24.95	
Account - Services	Conversion Credit	(\$4,000.00)	1		(\$4,000,00)
Usage Discount	Conferencing	50%			
Usage Discount	Toll Free Intrestate	28.57%			
			Total	\$524.95	(\$1,000,00)

Sustomer Officer Initials Date 8 Fee Ole

USLEC Officer Initializ_

1916

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The nates disclosed herein do not include federally or state-requisted surcharges and fees (which include but are not limited to USF, TRS, it in a d participant) or federal, state and local tokes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated or the Attachment, US LEC does not charge CALC, EUCL, FGC Charge, PICC, Long Distance Access, LNP, or Single Bill Fees.

2/17/2006

DBOIDE AL. Ch



State of Incorporation:	rchdiocese Of Louisville - Gharities Chancer Y 12 E. College St. State KY	Zip 40208	
Contact Name:	Title	2ip 40206	
Phone:	Fax _		
Tax Exempt Certificate No			
(Please attach a copy of	your tax exempt certificate. You will be charged tax	if this documentation is not provided.)	
Billing Address (if differen	t):		
Olb a	04-4-	~ :	
which are a material pa	ect to the terms and conditions set forth	all services ordered hereunder, wheth	er at thi
This Agreement is subj which are a material pa time or at a later date. S	ect to the terms and conditions set forth rt of this Agreement and are applicable to ubject to all such terms and conditions, US services identified on Attachment A herein	herein, and in any Addendum attache all services ordered hereunder, wheth LEC agrees to provide, and Customer :	er at thi
This Agreement is subject which are a material patime or at a later date. Some of the material patime or at a later date, some of the material pay for, the material	ect to the terms and conditions set forth rt of this Agreement and are applicable to ubject to all such terms and conditions, US services identified on Attachment A herein nitment:	herein, and in any Addendum attache all services ordered hereunder, wheth LEC agrees to provide, and Customer :	er at thi

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GENERAL TERMS AND CONDITIONS

- 1. Agreement Subject to Tariffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- 2. Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to the applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to the Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and alter its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not involced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantee</u>. If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Term; Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. Termination. (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) if, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits.

PAGE AIC 2 SERVICE COMMISSION OF KENTUCKY

US LEC voice / data / internet

discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach.

- 7. Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, 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 US LEC 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 the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or (icensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorney's fees, that arise out of the Customer's failure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not after. modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
- 8. Authorization to Perform Testing; Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of Information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC 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 US LEC 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 Services 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 Services; (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.
- Intellectual Property. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. Certain Damages. Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. is an agent appointed by a customer to access the national toil free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to serve as its Resp.Org.

agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as R specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Report where using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the

Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in

Recurring charges, as

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the Customer's Resp.Org. In writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

- 12. <u>Special Construction.</u> Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation.</u> If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC; Disclaimer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. <u>Credit Information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (35) BBysNCH following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.

3/8/2006

US LEC

- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.
- 18. Entire Agreement; Modification; Walver. This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates. Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- 20. Governing. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Florida without regard to its choice of law rules.
- 21. Assignment: Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

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PASSLICE SERVICE COMMISSION OF KENTUCKY

Archdiocese Of Louisville - Charities

US LEC° voice | data | Internet "

Customer Name:

Appointment of Agent

Physical Address:		212 E. College St.			
City:	Louisville	State: K	Υ	Zip:	40208
In conne in dealir	ection with thi ng with any or	s Agreement between US LEC and all of the following:	Customer, Custom	er hereby appoints	s US LEC to act as its agent
		 a. Local Exchange Carriers b. Long Distance carriers, in c. Other and/or Specialized d. Facility Providers e. Joint User Groups f. Equipment Vendors g. Consultants 	ncluding but not lim	ited to, AT&T Cor	p, Sprint, and MCI
Solely fo	or the purpose will not chan	es of ordering, changing and/or main ge Customer's long distance carrier	ntaining US LEC's p without Customer's	rovision of the Se prior written auth	rvices, provided, however, that orization.
THIS AL	UTHORIZATI	ON SHALL REMAIN IN EFFECT UI	NTIL MODIFIED O	R REVOKED IN V	VRITING BY CUSTOMER.
Main A		585-329 ng relephone wumber	· ·		
All Ass	sociated Cus	tomer Accounts			
Custom	er: Archdio	ocese Of Louisville - Charities	US LEC	of Tennessee Inc.	,
By:	B	i B. Rull	By: (Jull	<u></u>
Name:	Ba	alongso, o all	Name:	Paul (a	dist
Title:	<u> </u>	nancellor	Title:	Dive	<u> </u>
Date:		2/16/00	Date:	2-21	-o C

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ACSA 3/28/2006

US LEC

Attachment A

Ref #: 98011 Term: 36 months Commitment: \$500.00 Archdiocese Of Louisville - Charities 212 E. College St. Louisville, KY 40208

ARCHDIOCESE OF LOUISVILLE - CHANGERY 212 E. College St. LOUISVILLE, KY 40208

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Maximum Power			1	\$588.00	
	Domestic LD Bundle - 5000		1		·- ·-
	Voice Line		24		
Voice - Local & LD	Analog & Internet Gateway NRC	\$1,500.00	1		\$1,500.00
Account - Services	Conversion Credit	(\$3,500.00)	1		(\$3,500.00)
			Total	\$588.00	(\$1,000,00)

USLEC Officer Initials______

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The rates disclosed herein do not include federally- or state-regulated surcharges and fees (which include but are not limited to USF, TRS, E911, and 346/6006 surcharges) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated on the Attachment, US LEC does not charge CALC, EUCL, FCC Charge, PICC, Long Distance Access, LNP, or Single Bill Fees.

030106 AL.C



THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between: US LEC of Tennessee Inc. ("US LEC"), having a place of business at 6801 Morrison Blvd, Charlotte, NC 28211; and

Customer Name:	Archdiocese Of Louisville - Charities	<u> </u>		
State of Incorporation:	KY			
Physical Address:	2911 South 4th St.			
City: Louisville	State KY		Zip	40208
Contact Name:		Title		
Phone:		Fax		
Email:				
Tax Exempt Certificate	Number*			
(Please attach a copy	of your tax exempt certificate. You will be	charged tax if thi	is documentation Is	not provided.)
Billing Address (if differ	ent):			
City:	State:		Zip:	

This Agreement is subject to the terms and conditions set forth herein, and in any Addendum attached hereto, which are a material part of this Agreement and are applicable to all services ordered hereunder, whether at this time or at a later date. Subject to all such terms and conditions, US LEC agrees to provide, and Customer agrees to receive and pay for, the services identified on Attachment A herein (the "Services").

Minimum Monthly Commitment:

\$ 500

Customer Initials:

Minimum Term Commitment:

36months

Customer Initials:

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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GENERAL TERMS AND CONDITIONS

- 1. <u>Agreement Subject to Tariffs.</u> This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- 2. Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to the applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to the Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and alter its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantee</u>. If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Term; Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 1 Termination. (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liablette PSECNCH for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits,

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discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach.

- 7. Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, 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 US LEC 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 the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, fiabilities and damages, including reasonable attorney's fees, that arise out of the Customer's failure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not alter, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
- Authorization to Perform Testing: Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (II) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC 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 US LEC 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 Services 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 Services; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (fii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.
- 9. Intellectual Property. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. <u>Certain Damages</u>, Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer may also request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Resp.Org. white using specified in the approaches are stated. The operation are stated as the service of the payor of the provided and conditions shall apply if Customer retains US LEC as Resp.Org. white using

another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in 3/8/2006

Recuming the request and
Recuming the results of the substantial use. If the 3/8/2006



effective date of termination

the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US

- 12. Special Construction. Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. Customer Representation. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC; Disclaimer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. Credit Information. Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA service levels or to the LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA service levels or to the LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA results in a material reduction of the US LEC SLA service levels or to the LEC SLA service levels or to the LEC SLA results in the LEC SLA service levels or to the LEC SLA results in t available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts in the the tree of the such amendment.

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- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.
- 18. Entire Agreement; Modification; Waiver. This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- 20. <u>Governing</u>. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- 21. Assignment; Miscellaneous, Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

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Appointment of Agent

Customer Name:		Archdiocese Of Louisville - Chantics					
Physica	al Address:	2911 South 4th St.					
City:	Louisville	State: KY	Zip: 40208				
In conne in dealin	ction with thi g with any or	s Agreement between US LEC and Cus all of the following:	tomer, Customer hereby appoints US LEC to act as its agent				
		 a. Local Exchange Carriers b. Long Distance carriers, incluing the control of the carriers o	ding but not limited to, AT&T Corp, Sprint, and MCI mmon Carriers				
Solely fo	or the purpose will not chan	es of ordering, changing and/or maintair ne Customer's long distance carrier with	ing US LEC's provision of the Services, provided, however, that nout Customer's prior written authorization.				
THIS AL	JTHORIZATI	ON SHALL REMAIN IN EFFECT UNTI	MODIFIED OR REVOKED IN WRITING BY CUSTOMER.				
	.	(0)					
Main A	502-	€37 ~ 9786 ng Telephone Number					
All Ass	sociated Cus	tomer Accounts					
Custom	er: Archdie	ocese Of Louisville - Conege	US LEC of Tennessee Inc.,				
By:	02	W. Keell	By: Sudll				
Name:	<u> </u>	LOUVILD . D. MAL	Name: Paul Gul				
Title:	<u>C'</u>	hanceller	Title: Drew				
Date:		2/14/00	Date: 2/21/06				

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Attachment A

Ref #: 98079 Term: 36 months Commitment: \$500.00 Archdiocese Of Louisville - College 2911 South 4th St. Louisville, KY 40208

ARCHDIOCESE OF LOUISVILLE - CHARITIES 2911 SOUTH 4TH ST. **LOUISVILLE, KY 40208**

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Maximum Power			1	\$588.00	
	Domestic LD Bundle - 5000	·-	1		
	Voice Line		12		
•	64K Internet		12		
Voice - Local & LD	Analog & Internet Gateway NRC	\$1,500.00	1		\$1,500.00
Account - Services	Conversion Credit	(\$3,500.00)	1		(\$3,500.00)
			Total	\$588.00	(\$1,000.00)

Customer Officer Initials

USLEC Officer Initials

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The rates disclosed herein do not include federally- or state-regulated surcharges and fees (which include but are not limited to USF, FRS, E911, and suppose of surcharges) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated on the Attachment, US LEC does not charge CALC, EUCL, FCC Charge, PICC, Long Distance Access, LNP, or Single 8ill Fees.

038106 AL-M

US LEC*

	VICE AGREEMENT (this "Agreement") is made by and between: nc. ("US LEC"), having a place of business at 6801 Morrison Blvd, Charlotte, NC 28211; and
Customer Name:	Archdiocese Of Lou Maloney

Customer Mame.	Archulocese Of Lou Maiorie	y				
State of incorporation:	KY					
Physical Address:	1200 South Shelby Street					
City: Louisville	State	KY	Zip 40203			
Contact Name:		Títle				
Phone:		Fax				
Email:						
Tax Exempt Certificate	Number*					
 (Please attach a copy 	of your tax exempt certificate. You	u will be charged tax if this o	locumentation is not provided.)			
Dulle - Address Of differ						
Billing Address (if differ	ent):					
City:	State:		Zip;			
· · · · · · · · · · · · · · · · · · ·						

This Agreement is subject to the terms and conditions set forth herein, and in any Addendum attached hereto, which are a material part of this Agreement and are applicable to all services ordered hereunder, whether at this time or at a later date. Subject to all such terms and conditions, US LEC agrees to provide, and Customer agrees to receive and pay for, the services identified on Attachment A herein (the "Services").

Minimum Monthly Commitment:

\$ 500

Customer Initials:

Minimum Term Commitment:

36months

Customer Initials:

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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GENERAL TERMS AND CONDITIONS

- 1. Agreement Subject to Tariffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment Indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and alter its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- Customer Satisfaction Guarantee. If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC falls to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- <u>Term: Automatic Renewal.</u> This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service Initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- Termination. (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) if, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the affective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer

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- Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, 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 US LEC 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 the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement. value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorney's fees, that arise out of the Customer's failure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not alter, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
- 8. Authorization to Perform Testing; Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC 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 US LEC 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 Services 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 Services; (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 re
- 9. <u>Intellectual Property.</u> US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. <u>Certain Damages.</u> Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. <u>Toll Free Service.</u> A Resp.Org. is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

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- 12. <u>Special Construction.</u> Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC; Disclaimer of Warrantles. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES. EXPRESS OR IMPLIED. INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. <u>Credit Information</u>, Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(les) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement: Modification: Walver. This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. <u>Notices.</u> All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- 20. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- 21. Assignment: Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

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Attachment A

Ref #: 98010 Term: 36 months Commitment: \$500.00 Archdiocese Of Lou. - Maloney 1200 South Shelby Street Louisville, KY 40203

ARCHDIOCESE OF LOU. - MALONEY 1200 South Shelby Street LOUISVILLE, KY 40203

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		-
Maximum Power			1	\$588.00	
	Domestic LD Bundle - 5000		1		
	Voice Line		24		
Voice - Local & LD	Analog & Internet Gateway NRC	\$1,500.00	1		\$1,500.00
Account - Services	Conversion Credit	(\$3,500.00)	1		(\$3,500.00)
			Total	\$588.00	(\$1,000.00)

Customer Officer Initials Date

USLEC Officer Initials__

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The rates disclosed herein do not include federally- or state-regulated surcharges and fees (which include but are not limited to USF TRS, E911, and payphone surcharges) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated on the Attachment, US LEC does not charge CALC, EUCL, FCC Charge, PICC, Long Distance Access, LNP, or Single Bill Fees.

Archdiocese Of Lou. - Maloney



Customer Name:

Appointment of Agent

Physica	al Address:	1200 South Shelby Street	
City:	Louisville	State: KY	Zip: 40203
In conne in dealin	ection with this	s Agreement between US LEC and Cus all of the following:	tomer, Customer hereby appoints US LEC to act as its agent
		 a. Local Exchange Carriers b. Long Distance carriers, inclusion c. Other and/or Specialized Cond. d. Facility Providers e. Joint User Groups f. Equipment Vendors g. Consultants 	iding but not limited to, AT&T Corp, Sprint, and MCI mmon Carriers
Solely fo JS LEC	or the purpose will not chang	s of ordering, changing and/or maintain ge Customer's long distance carrier with	ning US LEC's provision of the Services, provided, however, that cout Customer's prior written authorization.
		•	MODIFIED OR REVOKED IN WRITING BY CUSTOMER.
	ccount Billin	し36-029し g Telephone Number tomer Accounts	
Custome		cese Of Lou, - Maloney	US LEC of Tennessee Inc.,

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US LEC"

THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between:	
US LEC of Tennessee Inc. ("US LEC"), having a place of business at 6801 Morrison Blvd,	NC 28211; and
.	

Customer	Name:	Kleir Communication	sinc. /	4SAP	JAC	k LLC		
State of Inc	corporation:	KY						
Physical A	ddress:	9700 Ormsby Station	n Rd.					
City: L	oulsville		State	KY			Zip	40223
Contact Na	ame: Cha	d Dehart			17	IT Mgr		
Phone:	502-992-63	80			Fax	502-339-8891		
Email:	cdehart@as	apjack.com						
Tax Exemp	of Certificate I	Number*						
• (Please	attach a copy	of your tax exempt cert	ficate. Yo	u will be ch	varged t	ax If this documenta	tion is n	ot provided.)
Billing Add	ress (If differe	nt): 9700 Omnsby	Station R	Rd.				
City:	Louisville		_State:	KY			Zìp:	40223
				···				

This Agreement is subject to the terms and conditions set forth herein, and in any Addendum attached hereto, which are a material part of this Agreement and are applicable to all services ordered hereunder, whether at this time or at a later date. Subject to all such terms and conditions, US LEC agrees to provide, and Customer agrees to receive and pay for, the services identified on Attachment A herein (the "Services").

Minimum Monthly Commitment:

\$ 500

Customer Initials: CSD

Minimum Term Commitment:

36months

Customer Initials: CSD

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Atlachment A.

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GENERAL TERMS AND CONDITIONS

- 1. Agreement Subject to Tariffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.usiec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonethaless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and after its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recording charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer focations specifically referenced herein or In an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantee.</u> If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC falls to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Term: Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. Termination. (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without ilability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its Intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (I) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (II) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach.

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Equipment. (A) US LEC will provide hardwere and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, 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, ticense, 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 US LEC 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 the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorney's fees, that arise out of the Customer's fallure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not alter, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance,

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- 8. Authorization to Perform Testing: Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (I) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC 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 US LEC 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 Services antall 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 Services; (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 re
- Intellectual Property. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and
 the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. Certain Damages. Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willfut misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request end agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(a) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for essuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer is responsible for all outstanding Indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

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- Special Construction. Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- Liability of US LEC: Disclaimer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulant or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM, EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. <u>Credit information</u>, Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
- 18. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment in the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement: Modification: Walver. This Agreement and any attachments, exhibits or addends hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embedded herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and malled first class certified mall, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mall or (b) when received, if delivered by hand.
- 20. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- 21. Assignment; Miscellaneous, Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s). Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illiegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may Include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notatio

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3/8/2006



Appointment of Agent

Customer Name;		Kleir Communications Inc. ASAP	SACK LLC
Physical	Address:	9700 Ormsby Station Rd.	
City:	Louisville	State: KY	Zip: 40223
in connec	tion with this with any or	S Agreement between US LEC and Cust all of the following:	tomer, Customer hereby appoints US LEC to act as its agent
		 a. Local Exchange Carriers b. Long Distance carriers, incluing c. Other and/or Specialized Cond. d. Facility Providers e. Joint User Groups f. Equipment Vendors g. Consultants 	ding but not limited to, AT&T Corp, Sprint, and MCI mmon Carriers
OS LEC M	vili not chanj	ge Customer's long distance carrier with	ing US LEC's provision of the Services, provided, however, that out Customer's prior written authorization. MODIFIED OR REVOKED IN WRITING BY CUSTOMER.
502-339-		are as result in the first of the first	. MODIFIED OR REVOKED IN WARTING BY COSTOMER.
		ng Telephone Number	
All Asso	ciated Cus	tomer Accounts	
Customer	: Kleir Co	ommunications Inc.	US LEC of Tennessee Inc.,
Ву:	Char	LSDe Hand	By: Why
Name:	Chad	S. DeHart	Name: Coppley
Title:	17 M	lanager	Title: Unnter of Jales
Date:	2/4/	06	Date: 2/14/06

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Attachment A

Ref #: 100326 Term: 36 months Created By: Knauss, Jay Total MRC: \$660.76 Total NRC: \$0.00

Kleir Communications Inc. 9700 Ormsby Station Rd. Louisville, KY 40223

KLEIER COMMUNICATIONS INC. 9700 Ormsby Station Rd. LOUISVILLE, KY 40223

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Plus			1	\$60.01	
	Hosting Bronze		1		
	Analog & Internet Gateway		1		
	Subscription Services		1		
Maximum Power			1	\$585.00	
	Domestic LD Bundle - 5000		1		
	D-Channel		1		
	64K Internet		18		
	Automatic Number Identification		1		
	Voice Trunk		5		
Volce - Local & LD	DID Numbers Group of 20	\$3.25	3	\$9.75	
Voice - Toll Free	Toll Free Number	\$3.00	2	\$8.00	
			Total	\$660.76	\$0.0

Customer Officer Initials (SD Date 2)1406

USLEC Officer Initials Date 2

The rates disclosed herein do not include federally- or state-regulated surcharges and fees (which Include but are not ilmited to USF, TRS, E9 1, and paying the BRANCH surcharges) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated on the Attachment, US LEC does not charge CALC, EUCL, FCC Charge, PICG, Long Distance Access, LNP, or Single Bill Fees. If inside wiring or demand extension is recurred with apply.

3/8/2006

US LEC

TO: 150232699591762

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02/07/2008 15:45 FAX 5023269959

US LEC

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voice | data | Internet *

THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between: US LEC of Tennessee Inc. ("US LEC"), having a place of business at 6801 Morrison Blvd, Charlotte, NC 28211; and

	Danny'S Tobacco		
State of Incorporation:	KY		
Physical Address:	409 E. Dixle Ave		
City: Elizabethtown		Zip 42701	
Contact Name:		Title	
Phone:		Fax	
Email:			
Tax Exempt Certificate I	Number*		
(Please attach a copy	of your tax exempt certificate. You will be cha	rged tax if this documentation is not provided.)	
Billing Address (if different	ent):		
City:	State:	Zip:	
which are a material p time or at a later date.	part of this Agreement and are applic	t forth herein, and in any Addondum attached to able to all services ordered hereunder, whether sons, US LEC agrees to provide, and Customer agreeln (the "Services").	at this
which are a material p time or at a later date.	part of this Agreement and are applic Subject to all such terms and condition a services identified on Attachment A	able to all services ordered hereunder, whether a ons, US LEC agrees to provide, and Customer agr	at this
which are a material p time or at a later date. receive and pay for, th Minimum Monthly Con	part of this Agreement and are applic Subject to all such terms and condition a services identified on Attachment A	able to all services ordered hereunder, whether a ons, US LEC agrees to provide, and Customer agr	at this
which are a material p time or at a later date. receive and pay for, th Minimum Monthly Con	part of this Agreement and are applic Subject to all such terms and condition e services identified on Attachment A mmitment:	able to all services ordered hereunder, whether a ons, US LEC agrees to provide, and Customer agr	at this
which are a material patime or at a later date. receive and pay for, the Minimum Monthly Con \$ 500 Custom	part of this Agreement and are applic Subject to all such terms and condition e services identified on Attachment A mmitment:	able to all services ordered hereunder, whether a ons, US LEC agrees to provide, and Customer agr	at this
which are a material patime or at a later date. receive and pay for, the Minimum Monthly Con \$ 500 Custom	part of this Agreement and are appliced Subject to all such terms and condition a services identified on Attachment Americans. er initials: er initials: et initials:	able to all services ordered hereunder, whether a ons, US LEC agrees to provide, and Customer agr	at this

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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3/8/2006



GENERAL TERMS AND CONDITIONS

- 1. Agreement Subject to Tariffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- 2. Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to the applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to the Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and alter its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantee</u>. If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Term: Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. Termination. (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its Intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Peragraph 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be flable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of the paragraph of the termination charge in an amount equal to any promotional credits,

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discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach.

- 7. Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, 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 US LEC 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 the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorney's fees, that arise out of the Customer's failure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not alter, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
- Authorization to Perform Testing; Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC 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 US LEC 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 Services 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 Services; (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.
- 9. Intellectual Property. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. <u>Certain Damages</u>. Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer Reduced to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer Resuring charges as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in



the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

- 12. <u>Special Construction.</u> Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation.</u> If Customer is a reseller or offers shared tenant services. Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC; Disclaimer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any Interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the Interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM, EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. <u>Credit Information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels to the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred into the effective date of termination.

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- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.
- 18. Entire Agreement; Modification; Walver. This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. <u>Notices.</u> All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- 20. <u>Governing</u>. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Florida without regard to its choice of law rules.
- 21. Assignment; Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

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3/8/2006 5 of 6 PUBLIC SERVICE COMMISSION OF KENTUCKY 02/07/2006 15:46 FAX 5023269959

270-763-1599

US LEC

US LEC

To: 150232699591762

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US LEC

Appointment of Agent

Customer Name:		Danny'S Tobacco					·	
Physic	al Address:	409 E. Dixie Ave						
Olly:	Elizabethtov	អា	State:	KY	z	⊻ip:	42701	 •

In connection with this Agreement between US LEC and Customer, Customer hereby appoints US LEC to act as its agent in dealing with any or all of the following:

- a. Local Exchange Carriers
- b. Long Distance carriers, including but not limited to, AT&T Corp. Sprint, and MCI
- c. Other and/or Specialized Common Carriers
- d. Facility Providers
- e. Joint Úser Groups
- f. Equipment Vendors
- g. Consultants

Solely for the purposes of ordering, changing and/or maintaining US LEC's provision of the Services, provided, however, that US LEC will not change Customer's long distance carrier without Customer's prior written authorization.

THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING BY CUSTOMER.

Main Account Billing Telephone Number		
All Associated Customer Accounts		
Customer: Damiy'S Tobacco	US LEC	of Tennessee Inc.,
By:	Ву:	Paul Concesse
Name: Many Foul	Name:	Paul Carliste
Title:	Title:	Director
Date:	Date:	2/21/06

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To: 150232699591762

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US LEC



Attachment A

Ref #: 85583 Term: 36 months Commitment: \$500.00 Danny'S Tobacco 409 E. Dixia Ave Elizabethtown, KY 42701

DANNY'S TOBACCO 409 E. Dixle Ave **ELIZABETHTOWN, KY 42701**

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power 1.0			1	\$600.00	
	Domestic LD Bundle - 5000		1		
	Volce Trunk		15		
	D-Channel		1		
Account - Services	Conversion Gredit	(\$1,000.00)	1		(\$1,000.00)
Voice - Toll Free	Tall Free Number	\$3,00	3	\$9.00	
Voice - Local & LD	DID Numbers Group of 20	\$3.25	1	\$3.25	
			Total	\$612.25	\$0.00

USLEC Officer Initials

The rates disclosed herein do not include federally or state-regulated surcharges and fees (which include but are not limited to USF, The continues) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically such at the Atlantic Access, LNP, or Single Bill Fees.

3/8/2006



THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between:
US LEC of Tennessee Inc. ("US LEC"), having a place of business at 6801 Morrison Blvd, Charlotte, NC 28211; and
Customer Name:

Dmia Diagnostic Medical Imaging

Custom	er Name:	Dmia Dia	gnostic Medical Imag	ging				
State of	f Incorporation:							
Physica	al Address:	3900 So	uth Dupont Square					
City:	Louisville		State 1	KY		Zip	40220	
Contact	Name:				Title			
Phone:					Fax			
Email:			_					
Tax Ex	empt Certificate	Number*						
• (Ple	ase attach a copy	of your tax	exempt certificate. You	will be c	harged tax if th	nis documentation is	not provided.)	
Billing A	Address (if differ	ent): <u>39</u>	00 South Dupont Squ	ıare				
City:	Louisville		State:	KY		Zip:	40220	
								

This Agreement is subject to the terms and conditions set forth herein, and in any Addendum attached hereto, which are a material part of this Agreement and are applicable to all services ordered hereunder, whether at this time or at a later date. Subject to all such terms and conditions, US LEC agrees to provide, and Customer agrees to receive and pay for, the services identified on Attachment A herein (the "Services").

Minimum Monthly Commitment:

\$ 500

Customer Initials:

EP .

Minimum Term Commitment:

36months

Customer Initials:

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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GENERAL TERMS AND CONDITIONS

- 1. <u>Agreement Subject to Tariffs.</u> This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- 2. Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and alter its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantee.</u> If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Term; Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. Termination. (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC previously intended to termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legative pagiliable remindy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's pagiliable remindy that

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COMMISSION
OF KENTUCKY



- Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, ilens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, 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 US LEC 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 the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) Invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorney's fees, that arise out of the Customer's failure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not alter, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
- Authorization to Perform Testing; Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC 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 US LEC 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 Services 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 Services; (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.
- 9. <u>Intellectual Property</u>. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. <u>Certain Damages.</u> Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. Is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org, functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

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- 12. Special Construction. Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC; Disclaimer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT. EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CÓNFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. <u>Credit Information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. <u>Acceptable Use Policy</u>. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement; Modification; Waiver. This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky
 without regard to its choice of law rules.
- 21. Assignment; Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (Incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

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Appointment of Agent

Custo	mer Name:	Dmia Diagnostic Medi	cal Imaging		
Physic	al Address:	3900 South Dupont Sc	quare		
City:	Louisville		State: KY	Zlp:	40220
in conn in deali	ection with thi ng with any or	s Agreement between U	S LEC and Customer,	Customer hereby appoint	is US LEC to act as its agent
		 a. Local Exchar b. Long Distance c. Other and/or d. Facility Proving e. Joint User Go f. Equipment V g. Consultants 	ce carriers, including bi Specialized Common ders roups	ut not limited to, AT&T Co Cerriers	rp, Sprint, and MCI
Solely 1	for the purpos C will not chan	es of ordering, changing ge Customer's long dist	and/or meintaining US ance carrier without Cu	LEC's provision of the Sastomer's prior written auti	ervices, provided, however, that horization.
502 502	- 584-012	on shall remain in 8 Dupont Squ 9 - Dupont Ciki ng Telephone Number	are	IFIED OR REVOKED IN '	Writing by Customer.
All As	sociated Cur	stomer Accounts			
Custor	ner: Dmia I	Diagnostic Medical Imag	ing (IS LEC of Tennessee Inc	
Ву:	- 6	W/ Keller	- E	ly:	affecy
Name:	_GA	dy feterson	, N	lame: COFF	
Title:	Pr.	rident		itle:	to of Jelu
Date:		18/06	I	Date:	1/2/105

ADDENDUM TO THE ADVANTAGE CUSTOMER SERVICE AGREEMENT

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This Addendum made as of the January 17, 2008, by and between US LEC COMMUNICATIONS INC ("US LEC"), having its principal place of business at 6801 Morrison Blvd, Charlotte, NC 28211 and Draie Diagnostic Medical Imaging, having offices at 3900 South Dupont Square, Louisville, KY 40220, contains modifications and additions to the terms and conditions of the Advantage Customer Service Agreement of even date herewith between US LEC and Customer (the "Agreement").

In consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, US LEC and Customer hereby agree as follows:

- US LEC acknowledges that all usage at the following Customer locations will be aggregated to satisfy the Minimum Monthly Commitment:
 - 1108 Dupont Circle, Louisville, KY 40220
- 2. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement unless clearly otherwise defined in this Addendum:

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

US LEE CONTINUENTIONS INC	Dmla Diagnostic Medical Imaging
BY: My Atter	BY: TO CASTA
NAME: CARRY PETERSON	NAME: COFFELI
TITLE: Pesident DITIA	TITLE: Vinter of Salia
DATE: 1/17/06	DATE: 1/2-6/05
NAME: CARRY PETERSON TITLE: PRESIDENT DITIA	NAME: COFFER Sales

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US LEC NASHVILLE
US LEC

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US LEC

Attachment A

Ref #: 95355 Term: 36 months Commitment: \$500.00 Dmia Diagnostic Medical Imaging 3900 South Dupont Square Louisville, KY 40220 Contact: Stacia Alford Phone: 502-584-0128

DMIA Diagnostic Medical Imaging 3900 South Dupont Square LOUISVILLE, KY 40220

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power Pak Basic			1		\$1,000,00
	T1 Access NRC		1		
Power 1.0			1	\$500.00	
	Domestic LD Bundle - 5000		1		
	Voice Line		10		
	64K Internet		8		
Data - DPL	Inter Office Channel Intrelata	\$75.00	1	\$75.00	
Data - DPL	Equipment NRC	\$250.00	1		\$250.00
Data - DPL	Data Gateway	\$25.00	1	\$25.00	
Data - DPL	DPL Port 64K	\$20,00	30	\$600.00	
Data - DPL	Cross Connect - DPL	\$100.00	1	\$100.00	
Internet - Dedicated Internet	64K Internet	\$25,00	2	\$50.00	
Voice - Local & LD	Analog & Internet Gateway NRC	\$1,500.00	1		\$1,500.00
Account - Services	Conversion Credit	(\$3,750.00)	1		(\$3,750.00)
			Total	\$1,350,00	\$0.00

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Customer

_Date <u>01-17-00</u>

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The rates disclosed herein do not include federally- or state-regulated surcharges and free public include but are not limited to USF, TRE, E811, and payphone surcharges) or federal, state and focal taxes, all of which this customer shall be responsible to paying as applicable. Unless specifically stated on the Attachages, PICC, Long Distance Access, LNP, or Single Bill Fees.

PUBLIC SERVICE COMMISSION

OF KENTUCKY



THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between: US LEC of Tennessee Inc. ("US LEC"), having a place of business at 6801 Morrison Blvd, Charlotte, NC 28211; and

Customer Name: State of Incorporation: Physical Address:	Dmia Diagnostic M			
City: Louisville		State KY	Zip	40220
Contact Name:			Title	
Phone:			Fax	
Email:				
Tax Exempt Certificate				
 (Please attach a copy 	y of your tax exempt o	ertificate. You will be cha	arged tax if this documentation is	not provided.)
Billing Address (if differ	ent): 3900 South	Dupont Square		
City: Louisville		State: KY	Zip:	40220
which are a material time or at a later date	part of this Agree . Subject to all suc	ment and are applications in the second seco	et forth herein, and in any a cable to all services ordered lons, US LEC agrees to provi a herein (the "Services").	Addendum attached hereto, hereunder, whether at this de, and Customer agrees to
which are a material time or at a later date receive and pay for, to the manual	part of this Agree . Subject to all suche services identified	ment and are applic th terms and condition	cable to all services ordered ions, US LEC agrees to provi	hereunder, whether at this
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COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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GENERAL TERMS AND CONDITIONS

- 1. Agreement Subject to Tariffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and after its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not involced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantee.</u> If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Tem: Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. Termination. (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination of the damages to which US LEC may be entitled in law or in equity, due to Customer's breaching and the construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breaching the second of the damages to which US LEC may be entitled in law or in equity, due to Customer's breaching the damages to which US LEC may be entitled in law or in equity, due to Customer's bre

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- Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges or encumbrances or security interests in, on or to the Equipment, With regard to any software components of the Equipment, 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 US LEC 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 the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) Invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorney's fees, that arise out of the Customer's failure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not alter, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
- Authorization to Perform Testing; Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims, losses, flabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold US LEC 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 Services 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 Services; (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.
- 9. <u>Intellectual Property.</u> US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. <u>Certain Damages.</u> Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

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- Special Construction. Customer shall be responsible for all costs associated with any special construction requested by Customer as part of
 US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the
 completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC: Disclaimer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS. DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. <u>Credit Information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement: Modification: Waiver. This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand
- Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- 21. Assignment; Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (Incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

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Appointment of Agent

	ner Name:	ועשוע שווווע	nostic Medical Imag	88		
Physic	al Address:	3900 Souti	n Dupont Squere			
City:	Louisville		State:	KY	Zlp:	40220
in conn in deali	ection with this	Agreement all of the follo	between US LEC : owing:	and Customer, Cust	omer hereby appoint	s US LEC to act as its agent
		b. Li c. O d. F. e. Ji f. E	ocal Exchange Car ong Distance carrie other and/or Specia acilly Providera oint User Groups quipment Vendors onsultants	riers ns, including but not lized Common Cent	t limited to, AT&T Co ers	rp, Sprint, and MCI
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602	-584-012	8 puboi	ut square	T UNTIL MODIFIEI	or revoked in	writing by Customer.
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ADDENDUM TO THE ADVANTAGE CUSTOMER SERVICE AGREEMENT

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Attachment A

Ref #: 95355 Term: 36 months Commitment: \$500.00 Dmia Diagnostic Medical Imaging 3900 South Dupont Square Louisville, KY 40220 Contact: Stacia Alford Phone: 502-584-0128

DMIA Diagnostic Medical Imaging 3900 South Dupont Square LOUISVILLE, KY 40220

Package/Service Type	Product	Unit Rate	Quantity	MIRC	NRC
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power Pak Basio			1		\$1,000.00
	T1 Access NRC		1		
Power 1.0			1	\$500.00	
	Domestic LD Bundle - 5000		1		
	Voice Line		10		
	64K Internet		в		
Data - DPL	Inter Office Channel Intrelata	\$7 5.00	11	\$75.00	
Date - DPL	Equipment NRC	\$250.00	1		\$250.00
Data - DPL	Data Gateway	\$25.00	1_	\$25.00	
Data - DPL	DPL Port 64K	\$20,00	30	\$600.00	
Data - DPL	Cross Connect - DPL	\$100.00	1	\$100.00	_
Internet - Dedicated Internet	64K Internet	\$25,00	2	\$50.00	
Voice - Local & LD	Analog & Internet Gateway NRC	\$1,500.00	1		\$1,500.00
Account - Services	Conversion Credit	(\$3,750.00)	1		(\$3,750.00)
			Total	\$1,350.00	\$0.00

Customer.

The rates disclosed herein do not include federally- or state-regulated suncharges and fees (which include but are not limited to USF, TRS E911, and payphone suncharges) or federal, state and local taxes, all of which the counterer shall be responsible for paying as applicable. Unless specifically stated on the Attachment, US LEC does not charge CALC, EUCL, FCC Charge, PICC, Long Distance Access, LNP, or Single Bill Fees.

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OF KENTUCKY

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US LEC

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This Addendum made as of the January 17, 2008, by and between US LEC COMMUNICATIONS INC ("US LEC"), having its principal place of business at 6801 Morrison Bivd, Charlotta, NC 28211 and Dmle Diagnostic Medical Imaging, having offices at 3900 South Dupont Square, Louisville, KY 40220, contains modifications and additions to the terms and conditions of the Advantage Customer Service Agreement of even date herewith between US LEC and Customer (the "Agreement").

in consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, US LEC and Customar hereby agree as follows:

- 1. US LEC acknowledges that all usage at the following Customer locations will be aggregated to satisfy the Minimum Monthly Commitment:
 - 1108 Dupont Circle, Louisville, KY 40220
- 2. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement unless clearly otherwise defined in this Addendum:

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

US LEE DONIMUNICATIONS INC	Dmla Diagnostic Medical Imaging
BY: (MAN) (the	BY: The falls
NAME: GREY PETERSON	NAME: COTTO
TITLE: President DMIA	TITLE: Ventural Salia
DATE: 1/17/06	DATE: 1/2-6/05

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THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between:

JS LEC of Tennessee Inc. ("US LEC"), having a place of business at 6801 Morrison Blvd, Charlotte, NC 28211; and

State of Incorporation: Physical Address: 10200 Lir City: Louisville Contact Name: Stephen Clark Phone: 502-410-7181 Email: Clark.Stephen@insigh Tax Exempt Certificate Number		Title Fax	Zip 40202 Tele com provide 20015 (502) 41つ~7101 ex If this documentation is not provide	Menæqer
Billing Address (if different):				
City:	State:		Zip:	
This Agreement is subject to the which are a material part of this time or at a later date. Subject to receive and pay for, the services	Agreement and are appail such terms and cond	dicable 1 litions, U	o all services ordered hereund IS LEC agrees to provide, and C	er, whether at this
Minimum Monthly Commitment:	_			
\$ 2000 Customer Initials:	<u> </u>			
Minimum Term Commitment:	_			
months 36 Customer	Initials:			

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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GENERAL TERMS AND CONDITIONS

- Agreement Subject to Teriffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tartifs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are svellable by contacting US LEC, or may be found at www.uslec.com. Teriffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions in effect from time to time. In the service of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be involved on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twonty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpeid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment Indicated above. In any given month (after the third full month following Service Initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and alter its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties. taxes and other government-imposed surcharges, and all charges by other carriers that are not involced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- Customer Satisfaction Guarantee. If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- Term: Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service Initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered heraunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such tenewal term.
- Termination. (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for; (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts of the waiters previously provided by US LEC may withhold customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remarks that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach. TARIFF BRANCH

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- 6. Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment sotely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user itemses that are included with the Equipment. Customer will not remove any Identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, Customer agrees it will not (it use or make any copies of the software, (ii) self, reself, transfer, illoanse, 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 indemnity, defend and hold US LEC and its suppliers hamless 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 the foregoing. (ii) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customer Baulpment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as in occassary to perform the Services, and (c) meet other physical and environmental requirements. Customer
- 3. Authorization to Perform Testing: Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider (Thost'), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the daks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC 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 US LEC 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 Services entail certain risks including the following possible negative impacts: (i) performance and throughput of networks and associated routers and frewalls 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.
- Intellectual Property. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and Interest in and to the Services and
 the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- Certain Damages. Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Sell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. In writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for all outstanding indebtodress for services provided by a previous Resp.Org or for any abigations of Customer to such previous service providers existing at the time of transfer to US LEC.

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- 12. Special Construction. Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and wemants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC; Disclaimer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interruption Services). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services hall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCILIDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR PIRILIATE OR PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT TO THIS AGREEMENT. US LEC OS SINCT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THR
- 15. <u>Gredit Information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(les) of related parties in order to receive the Services.
- 16. Service Love! Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disciption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party ageinst the Customer are authorized agent, (d) is caused by so located aquipment, scilities, or applications er (e) is eaused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment in the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shell remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement: Modification; Walver. This Agreement and any attachments, exhibits or addends hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained iterein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- 20. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- 21. Assignment: Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in pert to (a) any subsidiary, parent company or other attiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s). Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of taw, the same shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majoure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as a forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to

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Insight Communications

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Customer Name:

Appointment of Agent

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ADDENDUM TO THE **CUSTOMER SERVICE AGREEMENT** BETWEEN US LEC OF TENNESSEE INC. D.B.A. US LEC COMMUNICATIONS INC. AND INSIGHT COMMUNICATIONS COMPANY, L.P.

This Addendum made as of the 31 day of September 2005, by and between US LEC of Tennessee Inc., d.b.a. US LEC Communications Inc. ("US LEC"), with an office at 9780 Ormsby Station Road, Louisville, KY 40223, and Insight Communications Company, L.P. ("Customer"), with an office at 4701 Commerce Crossings Drive, Louisville, KY 40229, contains modifications and additions to the terms and conditions of the Customer Service Agreement of even date herewith between US LEC and Customer ("the Agreement").

In consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, US LEC and Customer hereby agree as follows:

- The Services are as defined in Attachment A.
- 11. The fifth sentence in Section 2 of the Agreement is hereby deleted and is replaced by the following:

"If payments are not received by US LEC within thirty (30) days of the date of Customers receipt of the invoice, US LEC may on written notice pursuant to Section 6 (A) discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). For purposes hereof, "'receipt" shall be deemed to have occurred three (3) business days after an invoice is deposited with the U.S. Postal Service."

- III. The word, "reasonable" is hereby inserted between the words, "all" and, "costs" in the last sentence of Section 2 of the Agreement.
- IV. The third sentence of Section 3 of the Agreement is hereby deleted and is replaced by the following:

"If Customer's actual usage is less than Customer's Minimum Monthly Usage Commitment for a period of four consecutive months, either US LEC or Customer may amend this Agreement in writing to reduce Customer's Minimum Monthly Usage Commitment, and after its rates accordingly, to reflect Sustamer's actual usage in such four month period."

- V. The fourth sentence of Section 3 of the Agreement is hereby deleted.
- VI. The second occurrence of the number, "15" in Section 4 of the Agreement is hereby deleted and is replaced by the number, "5"
- VII. The fourth sentence of Section 5 of the Agreement is hereby deleted and is replaced by the following:

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"This Agreement shall be automatically renewed for successive thirty-day terms unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term."

- Vill. The words, "on the date" in the second sentence in Section 6 (A) of the Agreement are hereby deleted and are replaced by the words, "(10) days from the date".
- IX. The number, "50%" in the first sentence of Section 6 (B) is hereby deleted and is replaced by the number, "25%"
- X. The second sentence of Section 6 (B) of the Agreement is hereby deleted.
- XI. The following new sentence is hereby inserted at the end of Section 6 (B) of the Agreement:

"Notwithstanding the foregoing, except with respect to any fraudulent amounts, this paragraph contains US LEC's exclusive remedy in the event of Customer's early termination of this Agreement."

- XII. Section 10 of the Agreement is hereby deleted and is replaced by the following:
 - "Certain Damages. Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or equipment of US LEC, which may be directly caused by the gross negligence or willful misconduct of Customer, its agents, employees or representatives."
- XIII. The words, "or it's partners" are hereby inserted after the first occurrence of the word, "Customer" in the first sentence of Section 15 of the Agreement.
- XIV. The words, "or a guaranty(les) of related parties" are hereby deleted from the third sentence of Section 15 of the Agreement.
- XV. The words, "State of Tennessee" in Section 20 of the Agreement is hereby deleted and is replaced by the words, "Commonwealth of Kentucky".
- XVI. The words, "which consent may not be unreasonably withheld" are hereby inserted at the end of the first sentence in Section 21 of the Agreement.
- XVII. The following new sentence is hereby inserted after the first sentence in Section 21 of the Agreement:

"Notwithstanding the foregoing, Customer may assign this Agreement to an affiliate or to a successor in interest upon the sale of all or substantially all of its assets or pursuant to a merger or acquisition, on at least sixty (60) days prior written notice to US LEC, provided that such affiliate or successor in interest agrees beforehand in writing to assume all of the rights and obligations of Customer in the Agreement."

- XVIII. Subsections c through g in the Appointment of Agent Section of the Agreement are hereby deleted.
 - XIX. The following new paragraphs are hereby incorporated into the Agreement:

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"US LEC shall be solely responsible for it's employees and shall maintain Workers Compensation Insurance at the statutory limits for the Commonwealth of Kentucky"

"USLEC hereby agrees to defend and indemnify and hold Customer harmless from and against any claim, expense or liability occurring by reason of death of or injury to any person, or loss of or damage to any property arising out of or in connection with this Agreement, unless caused by Customer's breach of this Agreement, violation of law, negligence or willful misconduct. Notwithstanding the foregoing, neither US LEC nor any nor any other carrier furnishing any portion of the Services shall be liable to Customer (or to any third party claiming through Customer) for allegations, demands, claims, liabilities, damages, fines, penalties or costs resulting from the failure or interruption of the telecommunications services to be provided hereunder by US LEC, or for consequential, special, incidental, exemplary, or punitive damages, including, without limitation, lost profits."

"US LEC and Customer are independent contractors. Nothing in this Agreement or in the activities contemplated by the parties will be deemed to create a partnership, employment or joint venture relationship between the parties (or any of their subcontractors)."

XX. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

US LEC OF TENNESEE INC., D.B.A. US LEC COMMUNICATIONS INC.	INSIGHT COMMUNICATIONS COMPANY, L.P.			
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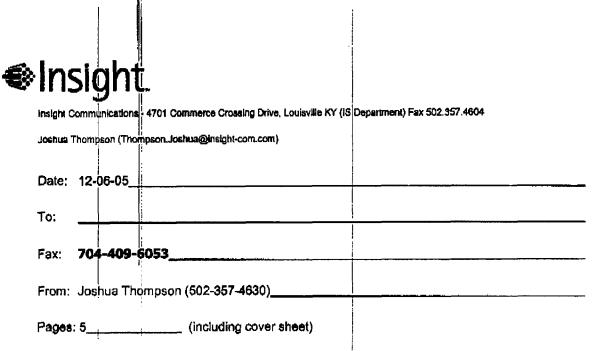
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DEC-06-2005 11:55 FROM: INSI

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Attu: Jessica	
,	

TARIFF BRANCH

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2/17/2006

tWolves Network Services

Location Summary Current Charges - Dependent Locations Only

ght Communications / Louisville 1 Commerce Crossings Drive isyille, KY 40229

359500

Insight Communications / Louisville

STOMER

LOCATION/ PRODUCT

TOTAL

INTRASTATE USAGE

INTERSTATE USAGE

INTERNATIL USAGE

DIR ASST

SUR-CHARGES

OTHER CHARGES

TAXES

TOTAL

Billing P

Invoice Date 11/1/2005

Invoice Number: NNS00492721	Custom	3 Period 10/1/2005 To 10/31/2 005	
NNS00492721	Customer # 40259599	To 10/31/2005	Page 1 Of 1

TARIFF BRANCH 2/17/2006

PUBLIC SERVICE

09:49 AM NetWolves Corporation NOISHING WHORE SOUR LIE 25:16/2005/19/07/07/07 FROM: INSIGHT

\$8,770.95

AND TOTAL FOR COUNT # 40259500

167,285.6

\$3,649.62

\$3,348.05

SS. 35

\$32.50

\$37.21

3571.23

\$1,131.99

SUBTOTALS FOR 40259500

167,285,6

S3,649,62

\$3,348.05

Taxes

V-DS1 Entrance Facility Fee

₹

\$0,00

50.05

00,00 20.62

\$0.00 \$0.00

S0.00

\$9,60

83.03

\$0.CD

\$194.31

\$194.37

\$0.35

\$32.50

\$37.21

8571.23 55.00

\$1,131.99 \$1,131.99

SE.770.95 \$1,131,99 \$0.00 SD,00 \$1.26

CO.03

80.00

\$0.00 \$0.00 \$0.00 \$0,00

S0.03 \$0.00 S0.00

S270.00 \$106.92

20.00 80.00 20,00

S276.00 S105.92 \$1.26

50,09 \$0.00 80.08

\$0.00

\$4,096.38 80 ULE ZS

20,00

V-DS1 Central Office

Switched Outbound

Switched 800 Dedicated Outbound Louisville KY

103,615.7

13.2

Z

63,656.7

\$1,001.07 \$2,647,33

51,936,16

\$1,411,38

20.00

\$0.35

\$32.50

\$0.00

81.18

000

80.00

20.03

Line Admin Fee

4014

P.3/5

DEC-08-2005 TUE 09:50 AM NetWolves Corporation

FAX NO. 813 491 0212

P. 03

NetWolves Network Schvices

Average Cost Per Minute Summary by Product

Insight Communications / Louisville 4701 Commerce Crossings Drive Louisville, KY 40229

Page 1 Of 3
Billing Period 10/1/2005 To 10/31/2005
Customer # 40259500

Invoice Number: NNS00492721 Invoice Date 11/1/2005

RATE	#OF CALLS	# OF MINUTES	USAGE CHARGES	AVERAGE DURATION	COST PER MIN	SURCHARGE
8XX CALLS						
Switched 800						
Interstate						
Day	3,549	25,814.6	5922.13	7.2	50.035 0	\$9.15
Evening	1,202	12,121,8	\$436.38	10,1	\$0.036 0	
Night	211	1,292.8	\$40,54	6.1	\$0.0360	
Intrastate						
Day	5,916	40,205.6	\$1,848.43	6.8	\$0,0410	\$20.13
Evening	2,400	22,446.1	\$920.29	9.4	\$0.0410	\$4.86
Night	339	1,916.5	\$78.58	5.7	\$0.0410	\$3.05
TOTALS	13,517	103,597,4	\$4,052.35	7.6	\$0 ,0381	\$37.21
Canada Calls						
Switched 800						
Interstate						
Day	4	18.3	\$8.83	4.6	80.3733	
Evening	O	0.0	\$0.08	0,0	\$0.0000	
Night	0	0,0	\$0.00	0.0	\$0.0000	
Dedicated Outbound						
Interstate						
Day	17	18,2	\$2.84	1.1	\$0.1560	
Evening	0	0.0	\$0.00	0.0	\$0.0000	
Night	0	0.0	\$0.00	0.0	\$0.0000	
	21	7		1.7		



2/17/2006

DEC-06-2005 TUE 09:50 AM NetWolves Corporation

FAX NO. 813 481 0212

P. 04

NetWolves Network Services

Average Cost Per Minute Summary by Product

Insight Communications / Louisville 4701 Commerce Crossings Drive Louisville, KY 40229

Fage 2 Of 3
Billing Period 10/1/2005 To 10/31/2005
Customer # 40259500
Invoice Number; NNS00492721

Invoice Date 11/1/2005

RATE	# OF CALLS	# OF MINUTES	USAGE CHARGES	AVERAGE DURATION	COST PER MIN SURCHARGE
DIRECTORY ASSISTANCE		•			
Dedicated Outbound Interstate					
Day	33	33.0	\$24.75	1.0	80,7600
Evening	5	8.0	\$3.75	1.0	\$0.7500
Night	2	2,0	\$1.50	1.0	\$0.7500
Intrastate					
Day	2	2.0	\$2.50	1.0	\$1,2500
Evening	0	0.0	\$0.00	0.0	5 0,0000
Night	•	0,0	\$0.00	0.0	20.0000
TOTALS	42	42.0	5 32.50	1,0	\$0,7736
DOMESTIC CALLS					
Switched Outbound					
Intrastate					
Day	8	2.6	\$0.25	0.3	\$0.0953
Evening	٥	0.0	\$0.00	0.0	\$0,000 O
Night	43	10.6	\$1.01	0.2	8 0.0954
Dedicated Outbound					
Interstate					
Day	8,627	28,923.4	\$1,200.67	3.4	\$0,0415
Evening	3,349	18,827.6	\$698.44	5.0	\$0.0415
Night	151	826 .8	\$34.32	5.5	\$0.0415
Intrastate					
Day	7,817	12,630.4	\$743.02	1.6	\$0 .0588
Evening	2,339	4,162.6	\$244.87	1.8	\$0.05 88
Night	149	223.9	\$13.17	1.5	\$0. 0588
TOTALS	22,483	63,607.9	\$2,936.65	2.8	\$0.0462



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P. 05

NetWolves Network Services

Average Cost Per Minute Summary by Product

Insight Communications / Louisville 4701 Commerce Crossings Drive Louisville, KY 40229

Page 3 Of 3 Billing Period 10/1/2005 To 10/31/2005 Customer # 40259500

invoice Number: NNS00492721 invoice Date 11/1/2006

RATE	# OF CALLS	# OF MINUTES	USAGE CHARGES	AVERAGE DURATION	COST PER MIN	SURCHARGE
INTERNATIONAL CALLS	-				_	
Dedicated Outbound International						
Day	1	0.5	\$0.10	0.5	\$0.1930	
Evoning	2	1,3	\$0 25	0,7	\$0.1930	
Night	٥	0.0	\$0.00	0.0	\$0.0000	
TOTALS	3	1,8	\$0.35	0.6	5 0.1930	
ALL CATEGORIES						
Day (D)	25,974	107,448,6	34,551,41	4.1	\$0.0424	\$29,28
Evening (E)	9,297	55,504.4	\$2,303.99	6.0	\$0.0415	\$4.88
Night/We (NW)	895	4,272.6	\$175.12	4.8	\$0.0410	\$3.05
TOTALS	36,168	167,285.6	\$7,030,52	4.5	\$0,0420	\$37.21



2/17/2006

Insight Kentucky Partners

50% Interstate Toll Disc - Comp ID 5722 50% Intrastate Toll Disc - Comp ID 5655 50% Interstate TF Disc - Comp ID 5772 50% Intrastate TF Disc - Comp ID 5797

DS3 Circuit Route:

DOO CHICAIL NO	ute.	
W. Statistical W.		. Complete and the contract that the property of the property of the contract
	}	TELCOVE @ LSVLKYOA 1138 MINOR LANE
TELCOVE	USL LSVNKYPIDS0	LOUISVILLE KY 40219 (502-964)
	LEFCOAF @	
	LSVLKYOA 1138	
	MINOR LANE	
	LOUISVILLE KY	
BS	40219 (502-964)	CUSTOMER PREMISE

Note: The BS loop for the 36 month term must be ordered on 37 months to receive the discounted price

2 yrs 3 yrs	Term
	DS3 Access
	Price Per PRI
	PRI MRC (11 T's)
	ANI Delivery Per PRI Total ANI Delivery
	Mux
	Total MRC

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Circuit Route:

AND THE RESERVE OF THE PARTY OF		
Telcove	USL Louisville	10200 Linn Station Road

Term	2 yrs	3 yrs
DS3 Access \$	1,500.00 \$	1,300.00
Price Per PRI \$	100.00 \$	75.00
PRI MRC (11 T's) \$	1,100.00 \$	825.00
ANI Delivery Per PRI \$	50.00 \$	40.00
Total ANI Delivery \$	550.00 \$	440.00
Mux \$	150.00 \$	100.00
Total MRC \$	3,300.00 \$	2,665.00

Term	2 угѕ	3 yrs
DS3 Access \$	1,500.00 \$	1,300.00
Price Per PRI	100.00 \$	75.00
PRI MRC (28 T's) \$	2,800.00 \$	2,100.00
ANI Delivery Per PRI	walved	walved
Total ANI Delivery \$	\$	•
Mux \$	200.00 \$	150.00
Total MRC \$	4,500.00 \$	3,550.00

Circuit Route:

	TANGE HOP A	
Telcove	USL Louisville	BS LSVLKYWE
Bellsouth	BS LSVLKYWE	10200 Linn Station Road

Term DS3 Access \$	2 yrs 3,200.00 \$	3 yrs 3,000.00
Price Per PRI	100.00 \$	75.00
PRI MRC (11 T's) \$	1,100.00 \$	825.00
ANI Delivery Per PRI \$	50.00 \$	40.00
Total ANI Delivery \$	550.00 \$	440,00
Mux \$	150.00 \$	100.00
Total MRC \$!	5,000.00 \$	4,365.00

Term 2 yrs	3 yrs
DS3 Access \$ 3,200.00 \$	3,000.00
Price Per PRI \$ 100.00 \$	75.00
PRI MRC (28 T's) \$ 2,800.00 \$	2,100.00
ANI Delivery Per PRI waived	waived
Total ANI Delivery \$ - \$	<u>.</u> .
Mux \$ 200.00 \$	150.00
Total MRC \$ 6,200.00 \$	5,250.00

		RC		
Mux	٠. · . · .			
Tota	il Ah	II D	elive	ry
ANI	Del	iver	y Pei	PRI
PRI				
Pric				
DS3				·. · ·
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Term
DS3 Access
Price Per PRI
PRI MRC (18 T's)
ANI Delivery Per PRI
Total ANI Delivery
Mux
Total MRC

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2/17/2006

2 yrs	3 yrs
\$1,500.00	\$1,300.00
\$ 100.00	\$ 75.00
\$1,800.00	\$1,350.00
\$ 50.00	\$ 40.00
\$ 900.00	\$ 720.00
\$ 200.00	\$ 150.00
\$4,400.00	\$3,520.00

2 yrs	3 yrs
	\$3,000.00
	75.00
	\$1,350.00
	40.00 720.00
	150.00
	\$5,220.00

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2/17/2006



THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between: US LEC of Tennessee Inc. ("US LEC"), having a place of business at 6801 Morrison Blvd, Charlotte, NC 28211; and

	er Name: Incorporation:	Landmark Commun	ity News	papers, Inc)		
	Address:	601 Taylorsville Rd					
•		601 Taylorsville Ru					
City:	Shelbyville		State	KY		Zip	40065
Contact	Name: Less	a Ferguson			Title		
Phone:	(502) 633-43	334			Fax		
Email:	iferguson@l	cni.com					
Tax Exe	mpt Certificate	Number*					
● (Plea	ase attach a copy	of your tax exempt ce	rtificate. Y	ou will be c	harged t	ax if this documentation is	not provided.)
Billing A	ddress (if differ	ent): P.O. Box 549)				
City:	Louisville		_State:	KY		Zip:	40065
		·					

This Agreement is subject to the terms and conditions set forth herein, and in any Addendum attached hereto, which are a material part of this Agreement and are applicable to all services ordered hereunder, whether at this time or at a later date. Subject to all such terms and conditions, US LEC agrees to provide, and Customer agrees to receive and pay for, the services identified on Attachment A herein (the "Services").

Minimum Monthly Commitment:

\$ 500.00

Customer Initials:

Minimum Term Commitment:

36 months

Customer Initials:

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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2/17/2006



GENERAL TERMS AND CONDITIONS

- Agreement Subject to Tariffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- 2. Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable lews or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of εny amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and alter its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment Include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantee</u>, if, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Term: Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. Termination. (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the precious of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's blescy.

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- 7. Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, tiens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, 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 (tv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold US LEC 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 the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customery wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorneys fees, that arise out of the Customer's failure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not alter, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
- Authorization to Perform Teating: Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC and its suppliers hamless from and against any and all claims, losses, liabilities and darnages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold US LEC and its suppliers hamless 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 Services entail certain risks including the following possible negative impacts: (i) excessive log file disk spacer may be consumed due to the excessive number of log messages generated by the Services; (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 resul
- 9. Intellectual Property. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. Certain Damages. Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. is an agent appointed by a customer to access the national toil free database, which stores characteristics of each toil free number, and to act on the Customer's behalf in defining and administering the toil free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toil free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toil Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toil Free service provider. The Customer must place each Toil Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toil Free Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toil Free Directory Listing(s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

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- 12. <u>Special Construction.</u> Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC: Disclaimer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any Interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM, EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS. DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. <u>Credit information</u>, Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(les) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement: Modification; Waiver. This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- 20. Governing Law, This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- 21. Assignment: Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

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PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Landmark Community Newspapers, Inc.



Customer Name:

Appointment of Agent

Physica									
City:	Shelbyville			State:	KY		Zi	p:	40035
In conne in dealin	ction with this g with any or	Agreem all of the	ent betwee following:	en US LEC a	and Custom	er, Custor	mer hereby app	oints	US LEC to act as its agent
		b. c. d. e. f.	Long Dis Other an Facility F Joint Use	d/or Special Providers er Groups ent Vendors				ſ Cor	p, Sprint, and MCI
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(502) 63	ccount Billings and a serial Landma	tomer Ac	counts	spapers, Inc		US LEC	of Tennessee	inc.,	

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US LEC vaice / duta / Internet

To: Jeff mor From: Lesa Fey

Attachment A

Ref #: 92511

Term: 36 months Commitment: \$500.00 Landmark Community Newspapers,

601 Taylorsville Rd Shelbyville, KY 40065 Contact: Lesa Ferguson Phone: 502-633-4334

LANDMARK COMMUNITY NEWSPAPERS, INC.

601 Taylorsville Rd

SHELBYVILLE, KY 40065 🖟

Package/Service Type	Product		Unit Rate	Quantity	MRC	NRC
Voice - Local & LD	Account Codes NRC		\$30.00	1		\$30.00
Voice - Local & LD	Account Codes Alpha Translation NRC	3	\$30.00	1		\$30.00
Voice - Local & LD	Account Codes Verifi	ed	\$10.00	1	\$10.00	
Voice - Local & LD	D-Channel		\$75.00	1	\$75.00	
Voice - Local & LD	Voice Trunk	·	\$25.00	23	\$575.00	
Voice - Local & LD	Automatic Number Id	entification	\$25.00	1	\$25.00	
Voice - Local & LD	DID Numbers Group	of 20	\$3.25	4	\$13.00	
Voice - Toli Free	Toll Free Number	,	\$3.00	3	\$9.00	
Usage Discount	1+ Interstate)	50%			
Usage Discount	1+ IntraLATA	ELL LD	64%			
Usage Discount	1+ Intrastate	\$ 2.5€/	64%			
Usage Discount	Toll Free Interstate	(.	50%			
Usage Discount	Toll Free Intrastate)	64%	, (td - 		
				Total	\$707.00	\$60.00

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Customer Officer Initials

USLEC Officer Initials

The rates disclosed herein do not include federally- or state-regulated surcharges and fees (which include but are not limited to USI. TR3, E811, and payprions surcharges) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated on the Attachment, US LEC does not charge CALC, EUCL, FCC Charge, PICC, Long Distance Access, LNP, or Single Bill Fees.

2/17/2006 **PUBLIC SERVICE**

COMMISSION OF KENTUCKY



Attachment A

Ref #: 98579

Term: 36 months Commitment; \$500.00 Landmark Community Newspapers,

Inc.

601 Taylorsville Rd Shelbyville, KY 40065 Contact: Lesa Ferguson Phone: 502-633-4334

LANDMARK COMMUNITY NEWSPAPERS, INC. 601 Taylorsville Rd SHELBYVILLE, KY 40065

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Voice - Local & LD	Account Codes NRC	\$30.00	1	· · · · · · · · · · · · · · · · · · ·	\$30.00
Voice - Local & LD	Account Codes Alpha Translation NRC	\$30.00	1		\$30.00
Voice - Local & LD	Account Codes Verified	\$10.00	1	\$10.00	
Voice - Local & LD	D-Channel	\$75.00	1	\$75.00	
Voice - Local & LD	Voice Trunk	\$25.00	23	\$575.00	
Voice - Local & LD	Automatic Number Identification	\$25.00	1	\$25.00	
Voice - Local & LD	DID Numbers Group of 20	\$3.25	4	\$13.00	
Voice - Toll Free	Toll Free Number	\$2.00	3	\$6.00	
Voice - FX	FX Install NRC	\$50.00	1		\$50.00
Voice - FX	FX Single Line	\$12.00	1	\$12.00	
Usage Discount	1+ Interstate	50%			
Usage Discount	1+ IntraLATA	64%			
Usage Discount	1+ Intrastate	64%			
Usage Discount	Toll Free Interstate	50%			
Usage Discount	Toll Free Intrastate	64%			
			Total	\$716,00	\$110.00

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Customer Officer Initials______ Date ___

USLEC Officer Initials___

__ Date ___

PUBLIC SERVICE
COMMISSION

OF KENTUCKY

The rates disclosed herein do not include federally- or state-regulated surcharges and fees (which include but are not limited to USF, TRS, E911 2/4 7/2006 surcharges) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated on the Attachment, US LEC does not charge CALC, EUCL, FCC Charge, PICC, Long Distance Access, LNP, or Single Bill Fees.



THIS CUSTOMER SER US LEC of Tennessee I	EVICE AGREEMENT (this "Agreement") inc. ("US LEC"), having a place of busin	is made by and between: ess at 6801 Morrison Blvd, Charlotte, N	IC 28211; and
Customer Name:	PBI BANK INC		
State of incorporation:	KY		
Physical Address:	2500 Eastpoint Pkwy		
City: Louisville	State KY	Zip 40223	
	RIC SATTERLY	Title <u>Chief Technology</u> Fex 502-492-4810	officel
	49-4770	Benk. com	
Email: esatt		BAHRICON	<u> </u>
	of your tax exempt certificate. You will be d	harged tax if this documentation is not provi	ided.)
	<u> </u>		
Billing Address (if different	ent):		
City:	State: .	Zip:	
which are a material time or at a later date.	ubject to the terms and conditions a part of this Agreement and are appl . Subject to all such terms and condi- ne services identified on Attachment.	icable to all services ordered hereu tions, US LEC agrees to provide, and	nder, whether at this
Minimum Monthly Co. \$ 10,000 Customer Init	770		
Minimum Term Comm 36 months Customer	—— <i>/</i>) //_		
	COMMITMENT LEVEL	& TERM DISCOUNTS	
Based on the Minimum	Monthly Commitment and Minimum Te	rm Commitment, Customer will receive	the product specific

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pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.



GENERAL TERMS AND CONDITIONS

- 1. Agreement Subject to Tariffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- 2. Payment for Bervices. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be treologic on a monthly basis. Involces are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the involce. US LEC may et any time thereafter, subject to applicable laws or regulations, disponlinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-fall percent (1 1/2%) per morth of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an involce within forty-live (45) days of the date of such involce. All undisputed involce charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hersunder, including reasonable attorner's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment Indicated above. In any given month (after the third full month following Service Initiation) where actual amounts billed to Customer fail below the Minimum Monthly Commitment. Outcomer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and after its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment Include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment Include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not Invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are apprepated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantee.</u> If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC falls to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Terms Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless seconer terminated as provided herein, provided however, that if Customer adds additional T-I facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall be sufficiently the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be suformatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. Tamination. (A) if a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement Without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate this Services for non-payment of any amount dwing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the variest date allowed by applicable law or regulation. (B) if, prior to the expiration of the term of this Agreement, Customer shall be liable to US, LEC for (I) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (II) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC to customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal page that he construed in the event of termination or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal page that he construed in the event of termination or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal page that he construed as prohibiting US LEC from pursuing any other legal page that he construed as prohibiting US LEC from pursuing any other legal page that here in the construed as prohibiting US LEC from p

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- 7. Engineers. (A) US LEC will provide herdware and software owned, leased or developed by, or icensed to US LEC as autimed in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment acleip in connection with the Services. US LEC and/or his suppliers have and will retrieve that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any cleims, tens, charges or encumbrance or security interests in, on or to the Equipment. With regard to any software components of the Equipment, Customer agrees it will not (i) use or make any copies of the software, (iii) reverse engineer, decompile, or disassemble the software, (iii) sell, resell, transfer, idense, sublicate, or distribute the software, or (iv) create, write, or develop any derivative software or other software program that besed on such software. Customer agrees to indemnify, defend and hold US LEC and its suppliers hamiles from and against any and all claims, loases, liabilities and damages, including reasonable attorney's less, that arise out of Customer's fature to comply with the foregoing. (3) Outstomer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer falls to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at tew or in equity. The Equipment must be returned in the same condition as when it was originally delivered to customer, except for customer and lear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or loansed by Customer and lear. (C) To the extent US LEC is performing the Services using hardware required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and
- 8. Authorization to Perform Teetings Associated Risks. Certain taws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indefinity, defend and hold US LEC and its suppliers hermiess from and against any and all claims, losses, liabilities and damages, including reasonable attorney's face that arise out of Customer's fallure to comply with this section. Customer will indemnify and hold US LEC 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 Services entail cartain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log meanages generated by the Services; (ii) performance and throughput of networks and associated routers and firewells may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or cras
- Intellectual Property. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and
 the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- Gertain Damages. Customer hereby egrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service, A Resp.Org, is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org, functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org, for any oustomer. Subject to the preceding sentence, Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. When using another Toll Free services provider. The Customer must place each Toll Free talephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. In writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC intil such change in Customer's Resp.Org. Is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall coase to subscribe to Toll Free Directory Listing Service in maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer to such previous services providers existing at the time of transfer to US LEC.

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- Special Construction. Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs ensing from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Regresentation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC: Discialmer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fisuallient or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE APPILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED. INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE \$11 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PEX TO CORRECTLY ROUTE \$11 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 16. <u>Credit information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most repent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
- 16. Service Lave) Agreements. Any US LEC Service Lavel Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event, US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of eil amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC is half have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement: Modification: Walver. This Agreement and any attachments, exhibits or addends hereto, and any applicable Published Rates. Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no variable statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No walver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such walver shall be deemed to be a walver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and malled first class certified mail, return receipt requested, of delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by frend.
- 20. Governing Law. This Agreement shell in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- 21. Assignment Miscellaneous, Customer may not essign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially ell the business of US LEC; or (o) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is ficansed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be filegal, invalid or unenforceable as a matter of law, the same shall not to attaining such provision, and the rights and obligations of the parties shall be construed and entertaining anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majoure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-prival terms and conditions as set forth herein, and those contained in US LEC"s Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation or this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

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ADDENDUM TO THE CUSTOMER SERVICE AGREEMENT BETWEEN US LEC COMMUNICATIONS INC. AND PBI BANK, INC.

In consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, US LEC and Customer hereby agree as follows:

- The number, "twenty-eight (28)" in the fifth sentence of Section 2 of the Agreement is hereby deleted and is replaced by the number, "forty-five (45)".
- 2. The word, "grass" is hereby inserted before the word, "negligence" in Section 10 of the Agreement.
- 3. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

US LEC COMMUNICATIONS INC.	PBI BANK, INC.
BY A Burgh	BY: Zin Sedfuly
MAME: TOL BOOKS	NAME: ERIC SATTERLY
TITLE: SV	TITLE: 270
DATE: 2/9/06	DATE: 2 7 2006

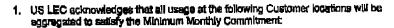
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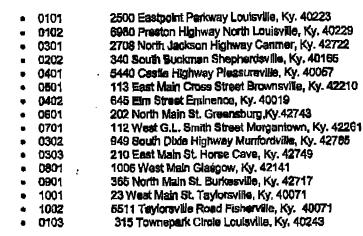
2/17/2006

ADDENDUM TO THE ADVANTAGE CUSTOMER SERVICE AGREEMENT

This Addendum made as of the February 3, 2006, by and between US LEC COMMUNICATIONS INC (*US LEC*), I having its principal place of business at 8801 Morrison Bivd, Charlotte, NC 28211 and PBI BANK, INC having offices at 2500 Eastpoint Parloway Louisville, KY 40223 contains modifications and additions to the terms and conditions of the Advantage Customer Service Agreement of even date herewith between US LEC and Customer (the "Agreement").

In consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, US LEC and Customer hereby agree as follows:





2. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

US LEC COMMINICATIONS INC	/	B) B.	MK INC
BY: The At A MOUNT	BY: Sun	\geq	settely
NAME: Paul Carisie LOR DONNE	NAME: Eric Sa	iterly	0
TITLE: Director Of Sales	Tittle: Chief Ir	itorm:	ation Officer
DATE: 2/9/06	DATE: 2.	7	2006

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PBI BANK INC



Customer Name:

Appointment of Agent

City:	Louisville			State:	KY	Zip:	40223
	ection with thi g with any or			en US LEC a	and Customer, Cust	omer hereby appoint	s US LEC to act as its agent
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THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between: US LEC of Tennessee Inc. ("US LEC"), having a place of business at 6801 Morrison Blvd, Charlotte, NC 28211; and

Customer Name:	Reliable Resources						
State of Incorporation:			_				
Physical Address:	6412 Bardstown Rd			-			
City: Louisville		State	KY		Zip	40291	
Contact Name:				Title			
Phone:				Fax			
Email:							
Tax Exempt Certificate	Number*						
 (Please attach a cop) 	y of your tax exempt cer	tificate. Y	ou will be c	harged tax if	this documentation is	not provided.)	
Billing Address (if differ	ent): 6412 Bardsto	wn Rd					
City: <u>Louisville</u>		_State:	KY		Zip:	40291	
City: Louisville		_State:	KY		Zip:	40291	_

This Agreement is subject to the terms and conditions set forth herein, and in any Addendum attached hereto, which are a material part of this Agreement and are applicable to all services ordered hereunder, whether at this time or at a later date. Subject to all such terms and conditions, US LEC agrees to provide, and Customer agrees to receive and pay for, the services identified on Attachment A herein (the "Services").

Minimum Monthly Commitment:

\$ 500.00

Customer Initials:

Minimum Term Commitment:

36 months

Customer Initials:

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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GENERAL TERMS AND CONDITIONS

- 1. Agreement Subject to Tariffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment Indicated above. In any given month (after the third full month following Service Initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and after its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantee.</u> If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Tenn: Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. Termination. (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement. Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee walvers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC turns with tool customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable termination.

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- 7. Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, ilens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, 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 US LEC 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 the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorney's fees, that arise out of the Customer's fallure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not after, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
- 8. Authorization to Perform Testing: Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC 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 US LEC 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 Services 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 Services; (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 re
- 9. <u>Intellectual Property.</u> US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. <u>Certain Damages.</u> Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. Is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

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- 12. <u>Special Construction.</u> Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC; Disclaimer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED. INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. <u>Credit Information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement; Modification; Waiver. This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warrantles or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- 20. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- Assignment; Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee Is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not Invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

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Reliable Resources



Customer Name:

Appointment of Agent

City: Louisville State: KY Zip: 40291 In connection with this Agreement between US LEC and Customer, Customer hereby appoints US LEC to act as its in dealing with any or all of the following: a. Local Exchange Carriers b. Long Distance carriers, including but not limited to, AT&T Corp, Sprint, and MCI c. Other and/or Specialized Common Carriers d. Facility Providers e. Joint User Groups f. Equipment Vendors g. Consultants Solely for the purposes of ordering, changing and/or maintaining US LEC's provision of the Services, provided, how US LEC will not change Customer's long distance carrier without Customer's prior written authorization. THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING BY CUSTOM Main Account Billing Telephone Number (502) 657-6057 All Associated Customer Accounts US LEC of Termessee Inc. By: John Scroggins Name: Paul Carlisle Title: Fuscil Office Title: Director of Kentucky Date: 2-2-06 Date: 2-2-06	Physic	al Address:	6412 Bardstown Rd						
in dealing with any or all of the following: a. Local Exchange Carriers b. Long Distance carriers, including but not limited to, AT&T Corp, Sprint, and MCI c. Other and/or Specialized Common Carriers d. Facility Providers e. Joint User Groups f. Equipment Vendors g. Consultants Solely for the purposes of ordering, changing and/or maintaining US LEC's provision of the Services, provided, how US LEC will not change Customer's long distance carrier without Customer's prior written authorization. THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING BY CUSTOM Main Account Billing Telephone Number (502) 657-6057 All Associated Customer Accounts Customer: Reliable Resources US LEC of Femsessee Inc. By: By: John Scroggins Name: Paul Carlisle Title: Director of Kentucky	City:	Louisville		State:	KY			Zip:	40291
b. Long Distance carriers, including but not limited to, AT&T Corp, Sprint, and MCI c. Other and/or Specialized Common Carriers d. Facility Providers e. Joint User Groups f. Equipment Vendors g. Consultants Solely for the purposes of ordering, changing and/or maintaining US LEC's provision of the Services, provided, howe US LEC will not change Customer's long distance carrier without Customer's prior written authorization. THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING BY CUSTON Main Account Billing Telephone Number (502) 657-6057 All Associated Customer Accounts US LEC of Termessee Inc. By: By: John Scroggins Name: Paul Carlisle Title: Director of Kentucky	In conne in dealir	ection with this ng with any or	s Agreement between all of the following:	US LEC a	and Custon	ner, Custome	er hereby ap	points	S US LEC to act as its agent
US LEC will not change Customer's long distance carrier without Customer's prior written authorization. THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING BY CUSTOM Main Account Billing Telephone Number (502) 657-6057 All Associated Customer Accounts Customer: Reliable Resources By: By: By: Fundamental Street			b. Long Distar c. Other and/o d. Facility Pro e. Joint User of f. Equipment	nce carrie or Special viders Groups Vendors	rs, includin		ited to, AT&	T Cor	p, Sprint, and MCI
THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING BY CUSTOF Main Account Billing Telephone Number (502) 657-6057 All Associated Customer Accounts Customer: Reliable Resources By: By: By: By: Paul Carlisle Title: Finant Officer Title: Director of Kentucky	Solely fo	or the purpose will not chan-	es of ordering, changin ge Customer's long dis	g and/or r stance car	naintaining rier withou	US LEC's p	rovision of t prior writter	he Se	rvices, provided, however, that orization.
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All Associated Customer Accounts Customer: Reliable Resources By: By: By: Fund Stroggins Name: John Scroggins Name: Paul Carlisle Title: Finance Officer Title: Director of Kentucky									
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Name: John Scroggins Name: Paul Carlisle Title: Director of Kentucky	Custom	er: Reliable	Resources			US LEC	of Tennesse	e Inc.)
Title: Title: Director of Kentucky	By:	Jok	~ Vergy			Ву:	Ju	\mathcal{L}	
	Name:	John Sc	roggins V			Name:	Paul Carlis	sle	
Date: 2-2-06 Date: 2-2-06	Title:	Fin	and Office			Title:	Director of	f Kent	ucky
	Date:	2-2-06			·····	Date:	2-2-06		

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Attachi nent A

Ref #: 98428 Term: 36 months Commitment: \$500.00

Reliable Resources 4412 Berdstown Rd Louisville, KY 40291 Contact: John Scroppins Phone; 502-657-6657

Reliable Resources 8412 Bardstown Rd LOUISVILLE, KY 40291

Package/Service Type	Preduct	Unit Rate	Quertity	MRC	NI IC
Power Pak Plus			1	\$20.01	
	Hosting Bronze	······································	1	WEST !	····
	Analog & Internet Gateway		1		
	Subscription Services		1	****	
Power 1.0			1	\$533.00	
	Domestic LD Bundle - 5000	· · · · · · · · · · · · · · · · · · ·	1	7400.00	
	Voice Line		6	**************************************	
	64K Internet		10		
	Automatic Number Identification		1	· · · · · · · · · · · · · · · · · · ·	
Voice - Toll Free	Toll Free Number	\$2.00	3	\$6.00	
Voice - Toll Free	Toll Free Bundle - 2500	\$20.00			
Voice - Conferencing	Conferencing	\$0.00		\$20,00	
Jange Discourt	Conferencing	50%	1	\$0.00	
			Total	\$579.01	10.00

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US LEC"

Customer Name:	Wehr Constructors, Inc.						
State of incorporation: Physical Address:	2517 Plantaide Or						
City: Louisville	State KY	Zip 40299					
Phone: (502) 491-5 Email:		Title C.F.O. Fax (502) 491-3540					
Tax Exempt Certificate (Please attach a cop	Number* r of your tax exempt certificate. You will be	charged tax if this documentation is not provided.)					
Billing Address (if differ	a ustr						
Colline B Limbs And Is access	eng						
City:	State:	zip: set forth herein, and in any Addendum attached herei					
City: This Agreement is a which are a material time or at a later date	State: Ubject to the terms and conditions	set forth herein, and in any Addendum attached herei digable to all services ordered hereunder, whether at th litions, US LEC agrees to provide, and Customer agrees					
City: This Agreement is a which are a material time or at a later date	State: ubject to the terms and conditions pair of this Agreement and are ap Subject to all such terms and son he services identified on Attachmen	set forth herein, and in any Addendum attached herei digable to all services ordered hereunder, whether at th litions, US LEC agrees to provide, and Customer agrees					
This Agreement is a which are a material time or at a later data receive and pay for, to	State: ubject to the terms and conditions part of this Agreement and are ap Subject to all such terms and son he services identified on Attachmen mmitment; Customer initials:	set forth herein, and in any Addendum attached herei digable to all services ordered hereunder, whether at th litions, US LEC agrees to provide, and Customer agrees					

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Gustomer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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GENERAL TERMS AND CONDITIONS

- Accompant Subject to Forths: This Agreement and all US LEC services and agreements are governed by the learns and conditions contained in US LEC services and agreements are governed by the learns and conditions of the LEC services and Conditions.) Published Raise, Terms and Conditions.) Published Raise, Terms and Conditions are evaluable by contacting US LEC; or may be toping a war, unless than Terms and Conditions are author to change by US LEC are also examined by contacting US LEC, or the appropriate requisitory against. Customer agrees to be bound by the provisions of US LEC's Published Raise, Terms and Conditions in effect from time to time event of a conflict between the provisions of the Agreement and any applicable Published Raise, Terms and Conditions, the provisions of the Published Raise, Terms and Conditions, the provisions of the Published Raise, Terms and Conditions the provisions of the Published Raise, Terms and Conditions the provisions of
- Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Retes, Terms and Conditions. Customer shall be responsible for paying for all calls engineting from or terminating to either Customer's premises or the Services (whether or not suthorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a law charge of one gird one-half percent (1 1/2%) per month of the balance due or such lesses amount as to permitted by applicable law. Except as otherwise provided by applicable law. Customer has the affirmative obligation of providing written notice and supporting documentation for siny dispute of an invoice, within farty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts phall not be withinful. US LEC may also apply any harmaning reasonable atternary less and expenses.
- Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the finited for month following Service Initiation), where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonethereas by billed for and agrees to pay the Minimum Monthly Commitment in Monthly Commitment for a period of four consecutive months. US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and after its rates accordingly, to reflect ectual amounts billed to Customer in such four month particle. US LEC may only reduce Customer's Minimum Monthly Commitment in Monthly Commitment once during each calendar year. Service types that contribute commitment include: all charges for all not securing charges, such as integes, accordingly to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as integes, according charges, according to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as integes, according to the Minimum Monthly Commitment include: all charges for all non-recurring charges and other converted to the Minimum Monthly Commitment includes and other converted to the Minimum Monthly Commitment parallels, large, and all charges in other converted to the Minimum Monthly commitment includes and other converted to the Minimum Monthly Commitment includes and other converted to the Minimum Monthly Commitment includes and other converted to the Minimum Monthly Commitment includes and other converted to the Minimum Monthly Commitment includes and other converted to the Minimum Monthly Commitment includes and other converted to the Minimum Monthly Commitment includes and other converted to the Minimum Monthly Commitment includes and other converted to the Minimum Monthly Commitment includes and other converted to the Minimum Monthly Commitment includes and other converted to the Minimum Monthly Commitment includes and other converted to th laxes and other government imposed aurohorges, and all oranges by other carriers that are not involved by US LEC to Customer. Multiple Customer locations specifically referenced marein or in an addendum hereto are apprepated to satisfy the Minkrum Morthly Commitment.
- <u>Customer Satisfaction Quarantee</u>. If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Guaranter receives from US LEC is at least as good as the retwork quality and service that was provided to Customer by Customer's prior carrier(s), 4td US LEC falls to correct the problem to Questimer's responsible settlefaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem. Customer may terministe this Agreement without penalty upon an additional 15 day writen notice.
- Tenns Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the 'Effective Date'), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Militarum Term Commitment commences on date of Service Initiation. This Agreement shall continue in force for the Minimum Term Continuant selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, the II Gustomer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities after commitment on the date of Service Inflation for each facility, and this Agreement whell continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for succeeding one-yest periods unless either party gives the other party written notice of non-renewed of least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be explicable to any such renewel term.
- Termination. (A) If a party meterially breeches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breeching party has given at least thirty (30) days notice of its intent to terminate and 2) pitor to the effective date of such notice, he breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of thy amount of white hereunder when due, including non-payment of a required security deposit, or the date indice is given, or on the earliest date allowed by applicable few or regulation. (B) If prior to the expiration of the term of this agreement, Customer that had greenment other than as provided in Peregraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC tor. (I) a termination charge in an amount agual to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the their current term, and (ii) a termination charge in an amount equal to 50% of the Agreement for any promotional chadds, discounts or less waitives provided by US LEC to customer shall discount of the remaination of the Agreement for all amounts included gives and agrees that US LEC may withhold countered by Customer's through the date of termination Mothing contained herein or in paragraph 2 shall be constitued as prohibiting US LEC from purposing any other legal or equitable remady that may be available to it, or limiting the demages to which US LEC may be entitled in law or in equity, due to Customer's breach.

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- 7. Equipment: (A) US LEC will provide hardware and software bwhild, lessed or developed by, or ficensed to US LEC de outlined in Attachment A, which is measurery to perform this applicable Services (the "Equipment"). Customer agrees to use the Equipment solety in connection with the Services. US LEC end/or its suppliers have and will betain all rights, liter and interest in and in the Equipment, including any interfectual property indight therein. Use of the Equipment may be subject to and user licenses that are included with the Equipment, Customer will not remove any identification tags or other makings on the Equipment and will not occuse, create or suffer any claims, liete, charges or encumbraces or accurity interests in, on or to the Equipment. With regard to any software components of the Equipment, Customer agrees the will not () use or make any captes of the software. (ii) of the explorer, decomple, or disposable the software (ii) and present engine the engineer or other engineer on other engineer in software. (ii) and, reset, it is the supplier in families from and against any and all claims, losses, liabilities and damages, including relations thereof east that of the Agreement. If Customer falls or return the Equipment within the Equipment of the Customer falls or return the Equipment and/or (i) jurises on the supplier within the Equipment of the Equipment must be returned in the service when it replacement within the Equipment of the Equipment of the Equipment within the Equipment of the Equipment of
- 8. Authorization to Perform Testing: Associated Risks. Contain laws and regulations prohibit the unsulhorized panetration of computer networks and systems. Customer herby grants US LEO the authority to access Customer's networks and computer systems solely for the networks and systems. Cultioner herby grants US LEC me supports to access Customer a hydrocal constitute systems and computer systems. In the systems are more of the IP Addresses Continuer gives to US LEC are associated with computer systems that are owned, managed, and/or blested by a lifted party service provider ("Host"), Customer agrees to: (I) notify US LEC of such Host arrangement prior to the commissionerment of any Sandces; (II) obtain Hosts written consent for US LEC to perform the Sarvices on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (III) provide US LEC with a copy of such consent acknowledgement of the risks and acceptance of the conditions set forth herein; (III) provide US LEC with a copy of such consent acknowledgement and acceptance; and (IV) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to Indemnify, defend and hold US LEC and its suppliers harmless from and egainst any and all claims, losses, liabilities and damages, including responsible attorney's feet that sake cut of Quetomer's failure to comply with this section. Customer will indemnify and hold US LEC and its suppliers harmless from any and all third party delims that arise cut of the testing and evaluation of the escurity risks, exposures, and substrabilities of the IP Addresses that Customer provides. Customer advancedes that the Services 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 Services; (ii) performance and throughput of networks and sessciated routers and firewalls may be temporarily degreeded; (iii) degreeded of benefulfilment (iv) Customer computer systems may hang or creak resulting in temporary system unavallability and/or loss of data.
- Intellectual Property. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. Gertain Damagna. Gustomer hereby egrees to reimbures US LEC for loss of or damage to any Services or related facilities of Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- Toll Free Service. A Resp.Org. is an agent appointed by a qualifier to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administrating this toll free number(a) in the national database used by the Customer. US LEC providus Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, time the quantity of numbers it manages as a Resp. Org. for any customer. Subject to the delabase, however, US LEC may, at its discretion, timit the quantity of numbers it manages as a Resp. Org. for any customer. Subject to the praceding earlience. Quatomer may request and agree to pay for US LEC to serve as the Resp. Org. Quatomer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number is a subject to Cystomer. Requiring charges, as specified in the applicable Published Rales. Terms and Conditions shall apply it Customer relative US LEC as Resp. Org. when using entitier Toll Free benefice provider. The Customer must place section Toll Free telephoner minitions in actual and substantial viab. If the Customer elects to retain a man-US LEC Resp. Org., the Customer must notify US LEC of any charges in the Customer's Rasp. Org. In writing within 48 hours of the driengs and the Customer shall reinish libble for all Resp. Org. is effective. In the event that a Customer transfers its Service to another Resp. Org. US LEC shall cause to subscribe to Toll Free Directory Listing Service on behigh of the Customer and the Customer females responsible for essuring trial Directory Listing Service is maintained through the new fixes Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp. Org. or for any obligations of Customer is such previous service provider existing at the time of transfer to US LEC.

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- 12. Special Construction. Customer shall be responsible for all costs especialed with any special construction requested by Customer or part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. Customer Representation. If Customer is a resoller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and redens laws, including but not limited to any certification requirements.
- Lightifies of US Libra Disciplinary of Warrangias. The liability of US-LEC for any other center funishing any portion of the Services) for any interruption in Indian of any Service in Services. The liability of US-LEC for any other center of the service in Services. US-LEC shall not be liable for any interruption caused by any lict or bridgion of any other center or other provider furnishing any portion of the Services, including directory fleshings. Customer may be entitled to receive a creatif for arrors and contentions in directory liabilitys. Neither US-LEC nor any other center of minishing any portion of the Services, including directory fleshings. Customer's probleme or the Services was fleshing to content for arrors and contention of the Services of the Services. Neither US-LEC nor any other center of the Services. Neither US-LEC nor any other center of the Services. Neither US-LEC nor any other center of the Services. Neither US-LEC nor any other center of the Services. Neither US-LEC nor any other center of the Services. Neither US-LEC nor any other center of the Services. Neither US-LEC nor any other center of the Services of the Service of the Services of the Service of the Services of the Service of the Service of the Services of the Service of the Servic
- 16. Credit Intermittion, Upon request of US LEC, Customer will provide US LEC with a copy of Cuclomer's most recent financial etatement study the remiliance portion of the Customer's most recent invokes from a current or previous telecommunications carrier. Customer's signature balow constitutes suphortzation for US LEC to obtain conditionmetters from any credit study or other investigative agency penalting to the credit and financial responsibility of Customer. Customer understands that, as a result of the credit review, it may be required to submit a deposit or a guarantyties) of reletational parties in order to receive the Services.
- 16. Service Lavel Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attacked hereto is rieraby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or emissions of the Customer for authorized again, (d) is caused by an "Act of God" or other force or authorized again, (d) is caused by an "Act of God" or other force maintains event. US LEC reserves the right to amend the US LEC SLA affective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC's SLA results in a material reduction of the US LEC's La service levels or to the namedles switched by Chistomer, Customer may terminate this Agreement without liability on written notice to US LEC during the Unity (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy: Guetomer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (metablished AUP). US LEC'S AUP is incorporated herein by reference in full and self may be amended from time to time in the future. The AUP is displayed at www.uslad.com and is effective upon public posting. Upon the violation of any of the terms and canditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agresment: findification: Water. This Agreement and any attachments, exhibits or addends hereto, and any applicable Published Rates. Terms and Conditions operations the entire agreement between the paties religing to the subject matter hereof. Except as set 10th in the Published Rates. Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal atalianents; representations, were interested by a written superment executed by sufficient alignature of the parties herein. This Agreement may only be emerided or modified by a written agreement executed by sufficient alignaturies of the parties herein. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a walver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and malled first class certified mail, return receipt requested, or delivered by hand to the address of the other party set form on the first page of the Agreement or such other address as such pany may designate from time by such notice and shall take affect: (a) if malled, 5 business days offer being deposited in the U.S. Mail or (b) when received, if delivered by
- 20. Government Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its photos of law rules.
- 21. Assignment: Miscellismous. Customer may not seeign this Agreement without the express written consent of US LEC. US LEC may seeign this Agreement in whole or in part to (a) any substituting part company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the seeignee is itemsed to provide the seedige and to it. Though US LEC may choose to easier Customer with the disconnection of services provided by Customer's provided continued a provision of this Agreement shall be held to be illegal, invalid or unantocable as a matter of two, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed. and enforced as if a commercially reasonable provision had been au balkuted in place thereof, constitute with the undertailings of the parties the reto. Notivilhateneing anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" eyent. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which logistims shall constitute one and the same instrument. Neither party shall use the name of the other party for advantising or other such purposes without the prior written consent of the party; except that US LEC may include Customer's name in pariety clutomer lists compiled from time to time. This offer expressly limits acceptance to the pre-pithted terms and conditions as set took haven, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.ueloc.com). Any additional or different terms proposed by Customer feither by notation on this form or in snother instrument previously or harsefler furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

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Appointment of Agent

		Walir Constructors, Inc.							
rnysice	al Address:	2517 P	entside Di	· · · · · · · · · · · · · · · · · · ·					
City:	Louisville			State:	KY	Zip:	40299		
conne dealin	ction with thi g with any or	s Agreeme all of the	ent betwee following:	n US LEC :	and Customer, Cuate	imer hereby appoint	s US LEC to act as its age		
		3 .	Local Exc	hange Can	tiers				
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		o. d.	Facility Pr	nor apecial	zed Common Carrie	Pra	•		
		8.	Joint Use	Groups					
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S00Z PUBLIC SERVICE COMMISSION OF KENTUCKY

12:53

US LEC voice / date / laternet

Attachment A

Ref#: 92335 Term: 36 months Commitment \$500.00

Wehr Constructors, Inc. 2517 Plantaids Or Louisville, KY 40289 Contact: Shawn Woosley Phone: 502-491-8250

Wehr Constructors, Inc. 2517 Plantside Or LOUISVILLE, KY 40299

Packege/Service Typs	Product	Unit Rate	Quentity	MRG	NRC
Power Palt Plus			1	\$34.99	
	Hosting Bronze		1		
	Analog & Internet Galaway		1		
	Subscription Services	***************************************	1.		
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Maximum Power	(##		1	\$586.60	
	64C Internet		24		
Power 1.0			1	\$600.00	
	Domestic LO Bundle - 5000		1		
	Voice Line		16		
	Automatic Number Identification		1		
Account - Services	Gonyarslan Cradit	(\$1,000.00)	1		(\$1,000.00)
Account - Services	Conversion Credit	(\$1,000,00)	1		(\$1,000.00)
Voice - Toll Free	Tol Free Bundle - 1000	\$10.00	1	\$10,00	
Voice - Toli Free	Tall Free Number	\$3.00	1	\$3.00	
***************************************			Total	\$1,134.79	(\$1,000.00)

UBLEC Officer initials.

2/17/2006

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SPERVICE SERVICE COMMISSION OF KENTUCKY

The cates declared herein do not include redensity, or enter-requisited subcharges and these (which include but are not similar to USF, TRS, and local leaves, all of which the customer shift to responsible for paying as applicable. Unless specifically stated or the Atlachment, it is a state and local leaves, all of which the customer shift to responsible for paying as applicable. Unless specifically stated or the Atlachment, it is a state of the Atlachment, it is a state of the Atlachment, it is a state of the Atlachment of the



THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between: US LEC of Tennessee Inc. ("US LEC"), having a place of business at 6801 Morrison Blvd, Charlotte, NC 28211; and Cambridge Insurance Customer Name: State of Incorporation: 2300 Regency Rd Physical Address: Lexington City: State Paul Ferrell Title Contact Name: (859) 252-0381 Phone: Fax Email: pferrell@cambridgeinsurance.net Tax Exempt Certificate Number* (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.) Billing Address (if different): State: Zip: City: This Agreement is subject to the terms and conditions set forth herein, and in any Addendum attached hereto, which are a material part of this Agreement and are applicable to all services ordered hereunder, whether at this time or at a later date. Subject to all such terms and conditions, US LEC agrees to provide, and Customer agrees to receive and pay for, the services identified on Attachment A herein (the "Services"). Minimum Monthly Commitment: \$ 500.00 Customer Initials: Minimum Term Commitment: 36 months Customer Initials:

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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GENERAL TERMS AND CONDITIONS

- 1. Agreement Subject to Tariffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be involced on a monthly basis. Involces are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the involce, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an involce within forty-five (45) days of the date of such involce. All undisputed involce charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and alter its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment Include voice, data and internet services. Charges that do not contribute to the Minimum Monthly Commitment Include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantee.</u> If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC falls to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Term; Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided horein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service Initiation for such facility, and this Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. Termination. (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) if, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for. (I) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (II) a termination charge in an amount equal to any promotional credits, discounts or fee walvers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable/termination.

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- 7. Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which s necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, 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 US LEC 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 the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorney's fees, that arise out of the Customer's failure to secure the Ilcenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not alter, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
- Authorization to Perform Testing: Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC and its suppliers hermless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's fallure to comply with this section. Customer will indemnify and hold US LEC and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks necessary, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Services entail certain risks including the following possible negative impacts: (i) excessive log fille disk space may be consumed due to the excessive number of log messages generated by the Services; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradetion of bandwidth; and (iv) Customer computer systems may hang or crash resul
- 9. Intellectual Property. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- Certain Damages. Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. Is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use, if the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. In writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer is responsible for all outstanding Indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

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- 12. Special Construction. Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. Customer Representation. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- Liability of US LEC; Disclaimer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED. INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. <u>Credit information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(les) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment, in the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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COMMISSION OF KENTUCKY



- 18. Entire Agreement: Modification: Walver. This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if malled, 3 business days after being deposited in the U.S. Mall or (b) when received, if delivered by
- Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- 21. Assignment: Miscellaneous, Customer may not essign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

US	L	E	C *
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Date:

Appointment of Agent

Customer Name:		Campridge madrance	Cambridge induration						
Physic	al Address:	2300 Regency Rd							
City:	Lexington	Str	ate: KY	Zip:	40503				
n conne n dealir	ection with this	s Agreement between US I all of the following:	LEC and Customer, Cu	stomer hereby appoint	s US LEC to act as its agent				
		 a. Local Exchange b. Long Distance c. Other and/or Sign d. Facility Provide e. Joint User Ground f. Equipment Ven g. Consultants 	carriers, including but no pecialized Common Car rs ups	ot limited to, AT&T Corriers	rp, Sprint, and MCI				
iolely fo	or the purpose C will not chan	es of ordering, changing ar ge Customer's long distanc	nd/or maintaining US LE ce carrier without Custo	C's provision of the Se mer's prior written auth	ervices, provided, however, that norization.				
		-			WRITING BY CUSTOMER.				
Main /	Account Billi	ng Telephone Number							
	252-0381								
All A	1-1-20								
All AS	sociated Cus	stomer Accounts							
Custon	ner: Cambri	dge Insurance	US I	EC of Tennessee Inc					
Ву:	Ke	The state of	Ву:	TWG	ffx/				
Name;	Paul Fe	rrell	Nam	e: <i>COP</i>	FEY				
Title:			Title	DIRIC	OF SALES				
Date:	1-19-06	5	Date	:1	123/06				
			**		1				

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OF KENTUCKY

PUBLIC SERVICE COMMISSION

US LEC OF TN INC

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01/20/2006 17:23 TEL 8582522153

(704)409-6679

US LEC

Attachment A

Ref #: 95581 Term: 36 months Commitment: \$500.00 Cambridge Insurance 2300 Regency Rd Lexington, KY 40503 Contact: Paul Ferrell Phone: 859-252-0381

Cambridge insurance 2300 Regency Rd LEXINGTON, KY 40503

Package/Service Type	Product	Unit Flats	Quantity	MRC	NRC
Power Pak Plus			1	\$24.98	
	Hosting Bronze		1		
	Analog & Internet Cateway		1		
	Subscription Services		1		
Maximum Power			1	\$700,00	
	Domestia LD Bundle - 5000		1		
	64K Internet		12		
	Voice Line		12		
Account - Services	Conversion Credit	(\$750.00)	1		(\$760.00)
Voice - Tali Free	Toll Free Number	\$3.00	2	\$8,00	
Voice - Tall Free	Tall Free Bundle - 1000	\$10.00	1	\$10.00	
Account - Services	Add'l Directory Listing	\$3,50	2	\$7.00	
			Total	\$747.99	(8750.00)

Gustomer Officer Initials RP Data 120/04

USLEC Officer Initiality De

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The rates disclosed herein do not include federally- or state-regulated surcharges and less (which include but are not limited to USF. 148, E911, and payphone of surcharges) or federal, state and local taxes, all of which the outcomer small be responsible for paying as applicable. Unless specifically state on the Atlantinosty USF of the control of the control of the Atlantinosty USF of the control o



THIS CUSTOMER SERVICE AGREEMENT (this "Agreement") is made by and between: US LEC of Tennessee Inc. ("US LEC"), having a place of business at 6801 Morrison Blvd, Charlotte, NC 28211; and

Customer Name:	Town Talk Cap Mfg C	<u>o</u>			
State of Incorporation:					,
Physical Address:	6310 Cane Run Rd		_		·
City: Louisville		State	KY		Zip 40258
Contact Name: Ann	Schottler	_		Title	
Phone: (502) 933-7	575			Fax	
Email: aschottler@	ttcaps.com			·	
Tax Exempt Certificate	Number*				
(Please attach a copy	of your tax exempt certifi	icate. Yo	ou will be c	narged tax	if this documentation is not provided.)
Billing Address (if differ	ent): PO Box	5	8155	1	
City: Louisvi	lle	State:		4	zip: 40268-0157

This Agreement is subject to the terms and conditions set forth herein, and in any Addendum attached hereto, which are a material part of this Agreement and are applicable to all services ordered hereunder, whether at this time or at a later date. Subject to all such terms and conditions, US LEC agrees to provide, and Customer agrees to receive and pay for, the services identified on Attachment A herein (the "Services").

Minimum Monthly Commitment:

\$ 500.00

Customer Initials:

Minimum Term Commitment:

36 months

Customer Initialso

COMMITMENT LEVEL & TERM DISCOUNTS

Based on the Minimum Monthly Commitment and Minimum Term Commitment, Customer will receive the product specific pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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GENERAL TERMS AND CONDITIONS

- Agreement Subject to Tariffs,
 This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US
 LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and
 Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also
 available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the
 appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time
 to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of
 the Published Rates, Terms and Conditions shall govern.
- Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and alter its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Customer Satisfaction Guarantee.</u> If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Term; Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 1 Termination. (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without ilability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agreet that USATEPTARY withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other leader and that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach.

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US LEC"

- Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user illcenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, flens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, 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 US LEC 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 the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer falls to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to Indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorney's fees, that arise out of the Customer's failure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not alter, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
- Authorization to Perform Testing; Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC 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 US LEC 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 Services 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 Services; (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 resul
- 9. <u>Intellectual Property.</u> US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. <u>Certain Damages.</u> Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. Is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. In writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Directory Listing Service is maintained through the new Resp.Org. Customer remains responsible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer for such previous service providers existing at the time of transfer to US LEC.

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- 12. Special Construction. Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC; Disclaimer of Warranties. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the Interrupted Service(s). US LEC shall not be liable for any Interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS. DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. <u>Credit Information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement; Modification; Waiver. This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- 20. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- 21. Assignment; Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee Is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

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Appointment of Agent

Custo	mer Name:	Town T	lk Cap Mi	g Co				!			
Physic	el Address:	6310 Ca	ne Run R	d							
City:	Louisville			State:	KY			Zip:	40256)	
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Attachment A

Ref #: 96356 Term: 36 months Commitment: \$500.00 Town Talk Cap Mfg Co 6310 Cane Run Rd Louisville, KY 40258 Contact: Ann Schottler Phone: 502-933-7575

Town Talk Cap Mfg Co 8310 Cane Run Rd LOUISVILLE, KY 40258

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Plus			1	\$34.99	
	Hosting Bronze		11		
	Analog & Internet Gateway		1		
,	Subscription Services		1		
Maximum Power			1	\$700.00	
	Domestic LD Bundle - 5000		1		
	Automatic Number Identification		1		
	D-Channel		1		
	Volce Trunk		18		
	64K Internet		7		
Voice - Tali Free	Toll Free Number	\$1.00	9	\$9.00	
Volce - Toll Free	Toll Free Bundle - 5000	\$50.00	1	\$50.00	
Voice - Local & LD	DID Numbers Group of 20	\$3,25	3	\$9.75	
Voice - Local & LD	Account Codes NRC	\$30.00	1		\$30.00
Volce - Local & LD	Account Codes Alpha Translation NRC	\$30.00	. 1		\$30.00
Voice - Local & LD	Account Codes Verified	\$10.00	1	\$10.00	
Account - Services	Conversion Credit	(\$1,000.00)	1		(\$1,000.00)
			Total	\$8 13.74	(\$940,00)

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The rates disclosed herein do not include federally- or state-regulated surcharges and fees (which include but are not limited to USF, TRS, ER11, and payching 6 surcharges) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated on the Attachment USF LEC does not charge CALC, EUCL, FCC Charge, PICC, Long Distance Access, LNP, or Single Bill Fees.

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Customer Name:	Ursuline Society	
State of incorporation:		
Physical Address:	3105 Lexington Road	
City: Louisville	State KY	Zip 40206
hone: 502-896-391		
fax Exempt Certificate I	Number*	
(Please attach a copy	of your tax exempt certificate. You will be charged tax	f this documentation is not provided.)
Billing Address (if differe	ent):	
` `		
`H.v	State:	Zin:
This Agreement is su	State: bject to the terms and conditions set forth part of this Agreement and are applicable to	all services ordered hereunder, whether at the
This Agreement is su which are a material prime or at a later date.	bject to the terms and conditions set forth	herein, and in any Addendum attached here all services ordered hereunder, whether at th LEC agrees to provide, and Customer agrees
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pricing shown in the Published Rates, Terms and Conditions (hereinafter defined) and herein on Attachment A.

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GENERAL TERMS AND CONDITIONS

- 1. Agreement Subject to Tariffs. This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- Payment for Services. Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment. Customer agrees to pay for the Minimum Monthly Commitment Indicated above. In any given month (after the third full month following Service Initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and after its rates accordingly, to reflect actual amounts billed to Customer In such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment Include: all charges for all non-recurring charges, such as Installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not involced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. <u>Gustomer Satisfaction Guarantee.</u> If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC falls to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Term; Automatic Renewal. This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. <u>Termination</u>, (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remediad such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach. TARIFF BRA

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- For Equipment. (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, ilens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, Customer agrees it will not (i) use or make any copies of the software, (ii) reverse engineer, decompile, or disassemble the software, (iii) sell, reself, 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 US LEC and its suppliers hamiless from and against any and all claims, losses, liabilities and damages, including reasonable attomey's fees, that arise out of Customer's failure to comply with the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as necessary to perform the Services, (b) secure
- 8. Authorization to Perform Testing: Associated Risks. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer herby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (I) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC 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 US LEC 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 Services 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 Services; (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 re
- Intellectual Property. US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and
 the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
- 10. <u>Certain Damages.</u> Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
- 11. Toll Free Service. A Resp.Org. Is an egent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org, when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers its Service to another Resp.Org., US LEC shall cease to subscribe to Toll Free Directory Listing Service on behalf of the Customer are possible for payment of any outstanding charges for Toll Free Directory Listing(s). Customer is responsible for all outstanding indebtedness for services provided by a previous Resp.Org or for any obligations of Customer to such previous service providers existing at the time of transfer to US LEC.

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- 12. Special Construction. Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs erising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
- 13. <u>Customer Representation</u>. If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
- 14. Liability of US LEC; Disclaimer of Warrantles. The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or fallure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM, EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND agrees to indemnify, defend and hold harmless us lec and its affiliates and their respective officers, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
- 15. <u>Credit Information.</u> Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
- 16. Service Level Agreements. Any US LEC Service Level Agreement (the "US LEC SLA") attached hereto is hereby incorporated into the Agreement. The US LEC SLA is not applicable if any Service degradation or disruption (a) occurs during scheduled maintenance, (b) is related to acts or omissions of the Customer or authorized agent, (c) is the result of a malicious action by a third party against the Customer or authorized agent, (d) is caused by co-located equipment, facilities, or applications or (e) is caused by an "Act of God" or other "force majeure" event. US LEC reserves the right to amend the US LEC SLA, effective as of the date of US LEC's notice of any such amendment. In the event that any amendment to the US LEC SLA results in a material reduction of the US LEC SLA service levels or to the remedies available to Customer, Customer may terminate this Agreement without liability on written notice to US LEC during the thirty (30) days following notice of such amendment. In such event Customer shall remain responsible for payment of all amounts incurred through the effective date of termination.
- 17. Acceptable Use Policy. Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.

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- 18. Entire Agreement; Modification: Waiver. This Agreement and any attachments, exhibits or addends hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warrantles or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
- 19. Notices. All notices hereunder shall be in writing and mailed first class certified mall, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
- 20. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kentucky without regard to its choice of law rules.
- 21. Assignment: Miscellaneous. Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s). Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the pretry, except that US LEC may include Customer's name in generic customer lists complied from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notatio

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Appointment of Agent

Custor	mer Name:	Ursuline Society			
Physic	cal Address:	3105 Lexington Road			
Clty:	Louisville	State:	KY	Zip:	40206
n conn n deall	ection with thi	s Agreement between US LEC all of the following:	and Customer, Custom	er hereby appoints	s US LEC to act as its agent
		a. Local Exchange Cab. Long Distance carriec. Other and/or Specie	ers, including but not Ilr	nited to, AT&T Cor	p, Sprint, and MCI
		d. Facility Providers e. Joint User Groups f, Equipment Vendors)		
		g. Consultants			
	~2~ 多 9つ Account BIIII	-) 8 /} ng Telephone Number	general.		
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All A	ssociated Cu	atomer Accounts	personal transfer of the second secon		
Custo	mer: <u>Ursuli</u>	ne Society	US LEC	of Tennessee Inc	
Ву:	Pa	Kades	Ву:	1W/a	ffy
Name:	-	nd A. Raderer Jr.		Copy	FEY
Title:	Dille.	TOR CAMPUS SORVITE	≤ Title:		F JALES
Date	i~	17-06	Date:	i lð	L3/V

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US LEC

Attachment A

Ref#: 91901 Term: 36 months Commitment: \$500,00 Ursuline Society 3105 Lexington Road Louisville, KY 40205

URSULINE SOCIETY 3105 Lexington Road LOUISVILLE, KY 40208

Psukage@ervice Type	Product	Unit Rate	Quantity	MRC	NRC
Power 1.0			1	\$504.00	*
	Domestic LD Buridle - 5000	**************************************	1		**************************************
	Volce Trunk		8	-,+	**************************************
<u> </u>	D-Channet	· · · · · · · · · · · · · · · · · · ·	1	· · · · · · · · · · · · · · · · · · ·	
	64K Internet		7		
Voice - Local & LD .	DID Numbers Group of 20	\$3.25	4	\$13.00	
Internet - Dedicated Internet	Analog & Internet Gateway NRC	\$1,500.00	1		\$1,500,00
Account - Services	Conversion Credit	(\$1,500,00)	1		(\$1,600.00).
			Total	\$517.00	\$0.00

Addendum:

- Ursuline Society will receive 1 free month of MRC after installation of customer
- * The price for upgrading from a partial PRI to a full PRI will be \$ 611.00

Jay Knauss US LEC Louisville, Kentucky

Customer Officer Initials RAR Date 1/17/06

UBLEC Officer Intibals TVC Date

1/23/06

The ration discipled herein do not include federally-for state-regulated surcharges and family which include but are not limited to USF, TRS, EST1, and psychone surcharges) or federal, state and local taxes, all of which the outdomer shall be neconsible for psyling as applicable. Unless essettically stated on the wordinary of USF, TRS, EST1, and psychone surcharges of federal taxes, all of which the outdomer shall be neconsible for psyling as applicable. Unless essettically stated on the wordinary of the control of the contro

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